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# New Hampshire Liquor Commission

50 Storrs Street  
Concord, NH 03301  
(603) 230-7015

Joseph W. Mollica  
Chairman

Nicole Brassard Jordan  
Deputy Commissioner

Christopher T. Sununu  
Governor

August 6, 2024

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

## REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (NHLC) to enter into a contract with Illumina Technology Solutions LLC (VC # \_\_\_\_\_), Portland, Oregon, in the amount of \$10,558,073.29 for technical consulting, support, and maintenance services of its Microsoft Dynamics 365-based system effective upon Governor and Executive Council approval through February 28, 2030. 100% Liquor Funds.

Funds are available for State Fiscal Year 2025 and are anticipated to be available in the following account for State Fiscal Years 2026-2030, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

State FY	Accounting Unit and Class Title	Amount
2025	02-77-77-771512-1030000-103-502507 Liquor Commission, Marketing and Merchandizing, Store Operations, Program Contract	\$1,552,208.00
2026		\$1,629,824.00
2027		\$1,711,320.80
2028		\$1,796,892.44
2029		\$1,886,742.66
2030		\$1,981,085.39
	<b>Total:</b>	<b>\$10,558,073.29</b>

## EXPLANATION

Through this contract, the NHLC will procure technical consulting resources who will support and maintain its NextGen solution, an enterprise resource planning system that replaced the NHLC's 40-year-old legacy system. The NextGen solution serves as the primary business system for the NHLC, touching everything from point-of-sale operations in the retail stores, to inventory within warehouses, to back-office functioning such as accounting and auditing. A Microsoft Dynamics 365-based system, the NextGen solution is used daily in the agency's operations, and reliable operation of the solution is therefore critical to the NHLC as it carries out its business.

The technical consulting resources provided by Illumina Technology Solutions LLC will provide support services in collaboration with State staff and other vendor teams. Illumina's personnel will bring additional necessary skill sets to the project, supplementing the NHLC's existing resources. Further, these new resources will ensure that there is sufficient support for the NextGen solution during the non-traditional business hours present in the NHLC's retail environment.

The NHLC employed a competitive bidding process, which it initiated by issuing a Request for Proposals (RFP #2024-02-NEXTGEN SUPPORT) on April 9, 2024. In addition to posting the RFP on the NHLC's website, the NHLC sent email notifications of the posting to vendors that had the capability to provide the needed services. The RFP required that interested vendors submit explanations as to how they would provide support services for the NextGen solution to the NHLC, including to its retail components, and show an ability to provide to the NHLC seven information technology consultants, two of whom would work exclusively onsite at the NHLC Headquarters. The NHLC received proposals from three bidders, two of which provided all the necessary proposal components required by the RFP.

The selection process included a review and scoring of technical and cost proposals. The selection panel included NHLC and Department of Information Technology employees with expertise and knowledge in the areas of the NextGen solution, the NHLC's needs, and technical project management. Illumina Technology Solutions LLC received the highest technical proposal score and, as the bidder that submitted the lowest proposed cost, also received the highest cost proposal score.

Based on the foregoing, I respectfully request approval of the contract with Illumina Technology Solutions LLC.

Respectfully submitted,



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Joseph M. Mollica  
Chairman, Liquor Commission

NEW HAMPSHIRE LIQUOR COMMISSION  
 SCORING SHEET  
 RFP 2024-02-NEXTGEN SUPPORT

<b>SCORING CATEGORIES</b>	<b>POINTS AVAILABLE</b>	<b>Illumina Technology Solutions LLC</b>	<b>Prelude Systems, Inc.</b>
<b><u>TECHNICAL</u></b>	<b>70 (Consensus)</b>		
Vendor Company and Service Experience	15	13	9
Proposed IT Consultant Candidate Qualifications	55	44	43
<b><u>COST</u></b>	<b>30 (Formula)</b>		
Cost Proposal	30	30	28.7
<b><u>TOTAL POINTS AWARDED</u></b>	<b>100</b>	<b>87</b>	<b>80.7</b>

Technical Proposal Evaluation Team:

Nicholas Burleigh – System Development Specialist, DoIT  
 Kenneth Dunn - Deputy Commissioner, DoIT  
 Steven Gagnon - Chief Systems Officer, NHLC  
 Keriann Leonard – Senior Management Analyst, NHLC  
 Mark Stewart - IT Manager IV, DoIT

Cost Proposal Evaluation Team:

Eric Marsh – Comptroller, NHLC

Bidder Cost Proposals – Total Proposed Cost for SFY 2025 - SFY 2030

Illumina Technology Solutions LLC: \$10,558,073.29

Prelude Systems, Inc.: \$11,029,027.00



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

August 13, 2024

Joseph W. Mollica, Chairman  
New Hampshire Liquor Commission  
State of New Hampshire  
50 Storrs Street  
Concord, NH 03301

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Illumina Technology Solutions LLC, as described below and referenced as DoIT No. 2024-106.

The purpose of this request is for technical consulting, support, and maintenance services of the Microsoft Dynamics 365-based system.

The Total Price Limitation shall be \$10,558,073.29, effective upon Governor and Council approval through February 28, 2030.

A copy of this letter must accompany the New Hampshire Liquor Commission's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/jd  
DoIT #2024-106

cc: Mike Therrien, IT Manager

**FORM NUMBER P-37 (version 2/23/2023)**

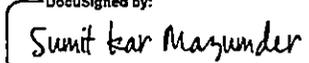
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

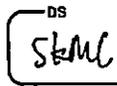
The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name  New Hampshire Liquor Commission		1.2 State Agency Address  50 Storrs Street, Concord, NH 03301	
1.3 Contractor Name  Illumina Technology Solutions LLC		1.4 Contractor Address  10260 SW Greenburg Road, 4 <sup>th</sup> Floor, Portland, OR 97223	
1.5 Contractor Phone Number  (303)653-5997	1.6 Account Unit and Class  02-77-77-771512-10300000-103	1.7 Completion Date  February 28, 2030	1.8 Price Limitation  \$10,558,073.29
1.9 Contracting Officer for State Agency  Steven Gagnon, Chief Information Officer		1.10 State Agency Telephone Number  (603)230-7005	
1.11 Contractor Signature DocuSigned by:  Date: 7/30/2024		1.12 Name and Title of Contractor Signatory  Sumit Kar Mazumder, CEO	
1.13 State Agency Signature  Date: 8/6/2024		1.14 Name and Title of State Agency Signatory  Joseph W. Mollica, Chairman	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: <i>Duncan A. Edger</i> On: August 13, 2024			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

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**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.

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Date: 7/30/2024

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**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.

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**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.

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Date: 7/30/2024

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## EXHIBIT A: SPECIAL PROVISIONS

### EXHIBIT A: SPECIAL PROVISIONS

**I. The terms outlined in the P-37 General Provisions are modified as set forth below:**

**A. Provision 3, Effective Date/Completion of Services, is updated with the following addition:**

**3.4** The Term may be extended may be extended by up to two (2) additional terms of up to two (2) years each ("Extended Term") at the sole option of the State, subject to the parties' prior written Agreement on terms and applicable fees for each Extended Term. Any such extension shall be contingent upon satisfactory Contractor performance, continued funding, and approval by the Governor and Executive Council.

**3.5 Force Majeure:** Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

**3.5.1** Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

**3.5.2** In the event a party cannot timely perform an obligation due to a Force Majeure event, that party shall provide the other party with an explanation of the event and any additional information the other party reasonably requires to substantiate the claim, and shall provide updates as to the status of such Force Majeure event in such detail and upon such frequency as the other party may reasonably require.

**3.5.3** In the event that the Contractor's performance is delayed for more than ninety (90) days due to a Force Majeure event, the State may terminate the Contract.

**B. Provision 5, Contract Price/Price Limitation/ Payment, is updated as follows:**

**Provision 5.4 is deleted and replaced with the following:**

**5.4** To the fullest extent permitted by law, the maximum aggregate liability of the State for any claims arising from, or in any way related to, this Agreement shall not exceed the amount paid by the State to the Contractor for the services rendered hereunder during the six (6) calendar months immediately preceding the month of the event that gives rise to such liability. 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. In addition, Contractor agrees that in no event will the State, together with its officials, agents, and employees, be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including, without limitation, lost profits, even if the State had been advised, knew, or should have known of the possibility of such damages. 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. The terms and conditions under this Provision 5.4 shall survive the termination of this Agreement.

**Provision 5 is updated to add Provision 5.5, which shall read as follows:**

**5.5** To the fullest extent permitted by law, the maximum aggregate liability of the Contractor for any claims arising from, or in any way related to, this Agreement shall not exceed two times the amount paid by the State to the Contractor during the twelve (12) calendar months immediately preceding the month of the event that gives rise to such liability. Notwithstanding the foregoing, this limitation of liability shall not apply to (i) the Contractor's obligations to

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## EXHIBIT A: SPECIAL PROVISIONS

indemnify and defend the State under Provision 13 of this Agreement, or (ii) any claims, losses, or damages for which coverage is available under any insurance policy maintained by the Contractor, regardless of whether such insurance coverage is required under the terms and conditions of this Agreement. The terms and conditions under this Provision 5.5 shall survive the termination of this Agreement.

**C. Provision 8, Event of Default/Remedies, is updated with the following addition:**

**8.2.5** give the Contractor a written notice specifying the Event of Default, terminate the Agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

**D. Provision 9, Termination, is deleted and replaced with the following:**

### 9. TERMINATION

**9.1** Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part upon thirty (30) days written notice. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

Termination by Contractor. Contractor reserves the right to terminate this Agreement for a material breach of the Agreement by the State, provided that (1) Contractor provides written notice of the breach to the State specifying the nature of the breach and (2) the State fails to remedy the breach within a cure period of thirty (30) days from receipt of notice.

#### 9.2 Termination Procedure

**9.2.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

**9.2.2** After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;

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## EXHIBIT A: SPECIAL PROVISIONS

- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

**9.2.3** If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

**9.2.4** This covenant in paragraph 9 shall survive the termination of this Contract.

**E. Provision 10, Property Ownership/Disclosure, is updated with the following addition:**

**10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of New Hampshire - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited, to Criminal Justice Information (CJI), Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

**10.5** In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**10.6** Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;

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## EXHIBIT A: SPECIAL PROVISIONS

- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

**10.7** A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

**10.8** Contractor Confidential Information: Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

**10.9** This covenant in paragraph 10 shall survive the termination of this Contract.

**F. Provision 12, Assignment/Delegation/Subcontracts, is updated with the following additions:**

**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, which will not be unreasonably withheld.

**12.2.1** In the event that Contractor should change ownership for any reason whatsoever that results in a Change of Control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**G. Provision 16, Waiver of Breach, is deleted and replaced with the following:**

**16. WAIVER OF BREACH.** Either party'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 party to later enforce any such rights or to enforce any other or any subsequent breach.

**H. Provision 20, Conflicting Terms, is deleted and replaced with the following:**

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## EXHIBIT A: SPECIAL PROVISIONS

**20. CONFLICTING TERMS AND ORDER OF PRECEDENCE.** In the event of conflict or ambiguity among any of the text within this Agreement, the following Order of Precedence shall govern:

**a. State of New Hampshire, Liquor Commission Contract Agreement**

- i. Form P-37, General Provisions, as modified by Exhibit A, Special Provisions**
- ii. Exhibit C, Payment Terms and Pricing**
- iii. Exhibit B, Scope of Services**
- iv. Exhibit D, Administrative Services**
- v. Exhibit E, Terms and Definitions**
- vi. Exhibit F, Attachments and Contractor Certificates**
- vii. Executed Change Orders**

**b. State of New Hampshire, Liquor Commission RFP 2024-02-NextGen Support**

**c. Contractor's Proposal Response to State of New Hampshire, Liquor Commission RFP 2024-02-NextGen Support**

**II. The following Provisions are added and made part of the P-37 General Provisions:**

**A. Provision 27. EXHIBITS/ATTACHMENTS**

The Exhibits and Attachments referred to in and attached to the Agreement are incorporated by reference as if fully included in the text of the Agreement.

**B. Provision 28. NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

**C. Provision 29. GOVERNMENT APPROVALS**

Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Agreement.

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## EXHIBIT B: SCOPE OF SERVICES

### EXHIBIT B: SCOPE OF SERVICES

#### I. STATEMENT OF WORK

Illumina Technology Solutions LLC (hereinafter "Contractor" or "Illumina") shall provide the New Hampshire Liquor Commission (hereinafter "NHLC" or "State") with professional information technology resources (hereinafter "IT Consultant Staff") to support the NHLC's NextGen system. NextGen is the NHLC's Enterprise Resource Planning solution, based on the Microsoft Dynamics 365 software platform, which is the primary business system for the NHLC and is used daily in its operations.

#### II. CONTRACTOR RESOURCES

##### A. Requirements

1. The IT Consultant Staff will work at the direction of the NHLC Chief Systems Officer.
2. The IT Consultant Staff shall be integrated with the State staff and other vendor staff supporting the NextGen system. The IT Consultant Staff must communicate effectively and work cooperatively with the State staff and the other vendor staff.
3. At the direction of the NHLC Chief Systems Officer, IT Consultant Staff shall provide support for the daily operations and enhancement of the NextGen System, including:
  - a. Monitoring configuration and performance of NextGen system components and making recommendations to improve reliability, performance, and stability of the system.
  - b. Working in conjunction with State staff to design and implement automated methods for the notification of system anomalies and other important system events.
  - c. Continuously evaluating batch cycles and making recommendations to improve efficiency and supportability.
  - d. Developing and documenting standard practices and procedures to ensure the system performs constantly and efficiently.
  - e. Consulting with the State staff to develop and follow a standard schedule for maintenance activities needed to support the system.
4. The IT Consultant Staff shall perform work in compliance with Microsoft best practices and follow all State of New Hampshire directives for lifecycle management and cyber security posture.
5. The IT Consultant Staff shall remain current with Microsoft Dynamics and Azure tools as Microsoft provides new versions and new functionality.

##### B. IT Consultant Staff Positions

The Contractor shall provide a total of seven (7) qualified IT Consultant Staff. "Qualified" IT Consultant Staff shall be personnel who possess the qualifications for their assigned positions as outlined in the New Hampshire, Liquor Commission RFP 2024-02-NextGen Support Appendix B. IT Consultant Staff duties shall include, but are not limited to, the tasks identified below:

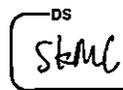
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## EXHIBIT B: SCOPE OF SERVICES

1. **Team Leader/Dynamics 365 System Architect:** This individual will function as the Contractor administrative team lead and will be qualified to perform or supervise the Contractor's obligations under the Agreement. The Team Leader/Dynamics 365 System Architect shall have full authority to make binding decisions under the Agreement and shall function as the Contractor's representative for all administrative and management matters. The Team Leader/Dynamics 365 System Architect shall interact regularly with the NHLC Chief Systems Officer. The Team Leader/Dynamics 365 System Architect must work on-site at NHLC Headquarters five (5) days per week. The individual will also:
  - a. Work with the State staff to identify opportunities for the use of Microsoft Dynamics 365 functionality to better support business operations.
  - b. Review new releases of Microsoft Dynamics 365 components to determine opportunities to enhance business operations.
  - c. Ensure Contractor staff are working collaboratively and effectively with State staff and other vendor teams.
  - d. Ensure planned activities are coordinated between all the support functions to avoid activities interfering with each other.
  - e. Participate in technical planning in support of the release plan.
  - f. Assist NHLC in managing technical activities by coordinating between support teams and development teams.
  - g. Review and communicate with NHLC technical standards as they are developed regarding software lifecycle, configuration management, and information lifecycle.
  
2. **Dynamics 365 Administrator**
  - a. Monitor the performance of all Microsoft Dynamics 365 components.
  - b. Monitor error logs and work to resolve errors that are encountered.
  - c. Identify, plan, and implement automated tools to notify staff when system anomalies occur.
  - d. Recommend ways to improve the efficiency and effectiveness of Microsoft Dynamics 365.
  - e. Plan for and implement Microsoft issued upgrades and patches to all Microsoft Dynamics 365 Components.
  - f. Review development designs proposed by developers and the effect of modifications on the NextGen system.
  
3. **Azure Administrator**
  - a. Monitor the performance of all Microsoft Azure components in the NHLC subscriptions.
  - b. Monitor error logs and work to resolve errors that are encountered.
  - c. Identify, plan, and implement automated tools to notify staff when system anomalies occur.
  - d. Recommend ways to improve the efficiency and effectiveness of Microsoft Azure environments.
  - e. Monitor resource creation and utilization of resources in Microsoft Azure subscriptions to identify ways to reduce cost while maintaining efficiency, stability, and survivability.
  - f. Plan for and implement Microsoft issued upgrades and patches to all Microsoft Azure Components.

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## EXHIBIT B: SCOPE OF SERVICES

- g. Assist developer staff in deployment and system design as it relates to Microsoft Azure.

### 4. Configuration Manager

- a. Monitor all environments to ensure appropriate versions of software and data exist.
- b. Develop processes to implement and track updates to software and data across all environments.
- c. Manage the DevOps environment to support the software lifecycle.
- d. Document configuration and code changes.
- e. Assist in enforcing standard software lifecycle practices by creating clear documentation of system states.

### 5. Data Lake Architect/Administrator: The Data Lake Architect/Administrator must work on-site at NHLC Headquarters at least three (3) days per week.

- a. Develop an understanding of the Microsoft Dynamics 365 core and NextGen unique data elements.
- b. Work with NHLC business users to define needs and opportunities for the use of data to support business operations.
- c. Review and improve the structure of data in the existing Data Lake to improve usefulness and efficiency.
- d. Work closely with the Reports Developer on delivering business intelligence solutions.
- e. Work closely with Azure and SQL Administrators on handling of NHLC data and data systems hosted in Microsoft Azure.
- f. Drive standard process regarding information lifecycle and how it effects interconnected systems.

### 6. SQL Server Administrator

- a. Monitor the performance of all SQL Server instances in the NHLC subscriptions.
- b. Monitor error logs and work to resolve errors that are encountered.
- c. Identify, plan, and implement automated tools to notify staff when SQL anomalies occur.
- d. Recommend ways to improve the efficiency and effectiveness of SQL instances.
- e. Monitor resource creation and utilization of resources in Azure subscriptions to identify ways to reduce cost while maintain efficiency, stability, and survivability.
- f. Plan for and implement Microsoft issued upgrades and patches to all Azure Components.
- g. Work closely with the Reports Developer on delivering business intelligence solutions.

### 7. Report Developer

- a. Work with State staff to identify needs and opportunities for reports to enhance business operation.
- b. Develop repeatable processes to deliver needed information to business users.
- c. Work with the Data Lake Architect/Administrator and SQL Server Administrator to improve data storage, ETL and report processes.

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## EXHIBIT B: SCOPE OF SERVICES

- d. Work to improve and manage Power BI workspaces and other reporting technologies platforms.
- e. Assist in maintaining information lifecycle.

### C. Terms and Conditions

1. The NHLC, in consultation with DoIT and Contractor, will provide all necessary workspace, office equipment, and connectivity for Contractor's on-site staff.
2. Contractor shall provide all necessary resources to perform its obligations under the Contract for all off-site staff.
3. The NHLC Headquarters is open between the hours of 8:00 a.m. and 4:30 p.m. ET, Monday through Friday, excluding State of New Hampshire holidays. However, the NHLC's Liquor and Wine Outlets are open varying hours between 7:00 a.m. and 10:00 p.m. ET, seven (7) days per week, excluding Easter, Thanksgiving, and Christmas. Due to the needs of the retail locations, IT Consultant Staff will be required to be available at hours necessary to support the NextGen system, which may fall outside the days and hours during which the NHLC Headquarters is open. IT Consultant Staff is expected to routinely complete a 40-hour work week during the NHLC Headquarters normal business hours. When scheduled or unscheduled events require work by IT Consultant Staff outside of normal business hours, the Team Leader/Dynamics 365 System Architect, in consultation with the Chief Systems Officer, shall determine an appropriate schedule for compensatory time off.
4. Because experience with the NHLC's key systems will be critical to the successful employment of Contractor personnel, the Parties agree to minimal turnover of IT Consultant Staff. Any changes to IT Consultant Staff shall require prior written justification submitted by the Contractor, and prior written approval of the NHLC. Contractor written justification will include replacement plans and the estimated start date for replacement personnel. NHLC approvals for changes in the IT Consultant Staff will not be unreasonably withheld. Replacement IT Consultant Staff shall have comparable or greater skills with regard to performance of the work as the staff being replaced and be subject to the provisions of this Agreement.
5. The State reserves the right to require removal or reassignment of IT Consultant Staff found unacceptable to the State.
6. Notwithstanding any provision in this Agreement, the NHLC shall have the option to terminate the Agreement, declare the Contractor in default, and to pursue its remedies at law and in equity, if Contractor fails to assign IT Consultant Staff meeting the requirements and terms of the Agreement, if the NHLC is dissatisfied with any of the IT Consultant Staff, or if the State is dissatisfied with Contractor's replacement of IT Consultant Staff.
7. In performing its obligations under this Agreement, the NHLC and the Contractor shall agree that any work created or prepared by the Contractor's personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

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## EXHIBIT B: SCOPE OF SERVICES

8. The Contractor shall be solely responsible for meeting all requirements and terms and conditions specified under this Agreement, NHLC RFP #2024-02-NEXTGEN SUPPORT, and its Proposal, regardless of whether a Subcontractor is used. The State will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from Services under this Agreement.
9. The Contractor shall warrant all services and personnel engaged under this Agreement for the duration of the Contract period.
  - a. Professional Services: The Contractor shall warrant that all Services provided under the Agreement will be provided in a professional manner in accordance with industry standards and that the Services will comply with performance standards.
  - b. Personnel: The Contractor shall warrant 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.
10. The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor's IT Consultant Staff. The State shall maintain the confidentiality of background screening results in accordance with this Agreement.

### III. CHANGE ORDERS

#### A. Changes to Services

The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact the requested changes, revisions, or enhancements will have on the terms of this Agreement, including but not limited to, on the cost.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact the requested changes, revisions, or enhancements will have on the terms of this Agreement, including but not limited to, on the cost. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within thirty (30) days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Executive Council.

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## EXHIBIT B: SCOPE OF SERVICES

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

### B. Software Development Services

As the NextGen system matures, the NHLC may identify opportunities to add functionality for business process improvements or legislatively directed programs. In the event that the NHLC decides to pursue software development services, the NHLC will provide a Statement of Work to Contractor. Within fourteen (14) calendar days, Contractor shall respond with a proposal that includes, but is not limited to, the resources needed, deliverables and milestones, a project timeline, and a payment schedule based on the rates for resources found in Exhibit C, Section III(C). NHLC shall notify Contractor whether it chooses to proceed with the project within ten (10) business days of receipt of Contractor's proposal. Additional work or services resulting in an increase of Price Limitation, an extension of time for Contract completion, or a significant change to the scope of the Contract may require approval by the Governor and Executive Council.

## IV. CONTRACT MANAGEMENT

### A. The Contractor's Contract Manager

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. The Contractor Contract Manager shall be the Senior Vice President, Solutions and Services

### B. The State's Contract Manager

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is the NHLC's Chief Systems Officer.

## V. MAINTENANCE, OPERATIONS AND SUPPORT

### A. System Support

1. The Contractor must perform on-site or remote technical support in accordance with the Agreement, including without limitation, the requirements, terms, and conditions contained herein.
2. Contractor's response times for support shall be as follows:

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## EXHIBIT B: SCOPE OF SERVICES

Incident	Category	Criteria for Determination (Incident)	Response Time
Severity 1	Critical	The incident stops most of the business. The issues is occurring in a production environment. Worked on 24x7.	30 minutes
Severity 2	High	The incident stops a large part of the business or causes major issues for most of the business. Worked on 24x7.	60 minutes
Severity 3	Medium	One or more users can't follow a key business process, or a large part of the business suffers a major issue. Worked on during normal business hours.	1 Day
Severity 4	Low	One or more users suffer a major issue, or a large part of the business suffers minor difficulty. Worked on during normal business hours.	2 Days
Service Requests	Standard	One or more users suffer a minor difficulty. Worked on during normal business hours.	5 Days

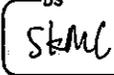
**B. Contract Warranties and Representations**

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

**VI. DATA PROTECTION**

- A.** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:
1. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
  2. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
  3. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
  4. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

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## EXHIBIT B: SCOPE OF SERVICES

5. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

### B. Data Location

All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State Data on portable devices, including personal computers, except as specified and allowed by the Contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State Data remotely only to provide technical support and as specified or required by the Contract.

### C. Security Compliance Requirements

Contractor and its personnel and Subcontractors shall comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline. Compliance with Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations – Baseline Plus – is preferred.

### D. Security Incident or Data Breach

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

Security Incident Reporting Requirements: The Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

### E. Breach Responsibilities

1. This section only applies when a Data Breach occurs with respect to State Data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.
2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

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## EXHIBIT B: SCOPE OF SERVICES

3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. The Contractor shall:
  - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
  - b. promptly implement necessary remedial measures, if necessary; and
  - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:
  - a. the investigation and resolution of the Data Breach;
  - b. notifications to individuals, regulators or others required by State law;
  - c. a credit monitoring service required by State (or federal) law;
  - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
  - e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

### F. State-Owned Documents and Copyright Privileges

The Contractor shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract ("State-Owned Documents"). Upon expiration or termination of the Contract with the State, Contractor shall turn over all State-Owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both print and electronic format.

### G. Intellectual Property

The State shall hold ownership, title, and rights in any Custom Application developed in connection with the performance of obligations under the Contract, or modifications to the application and their associated Documentation.

The Contractor shall be free to use its general knowledge, skills, expertise, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under the Contract.

## VII. ADMINISTRATIVE SERVICES

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit D: Administrative Services.

## VIII. TERMS AND DEFINITIONS

Terms and Definitions applicable to this Contract are identified in Exhibit E: Terms and Definitions.

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## EXHIBIT C: PAYMENT TERMS AND PRICING

### EXHIBIT C – PAYMENT TERMS AND PRICING

#### I. Costs

##### A. Contract Price

Pursuant to the P-37: General Provisions, Section 5, this is a Not-to-Exceed Contract. The total value of the Agreement is indicated in the P-37: General Provisions, Section 1.8: Price Limitation for the period between the Effective Date through the date indicated in the P-37 General Provisions, Section 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with this Agreement. This Agreement will allow the Contractor to invoice the State for the Services at the rates appearing within the price and payment tables within Section III: Payment Schedules below.

##### B. Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Agreement. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded," including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

##### C. Shipping and Delivery Fee Exemption

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

##### D. Relocation Expenses

The State will not pay any relocation expenses incurred by Contractor or its personnel to in performance of the Services under this Agreement.

#### II. Invoicing and Terms of Payment

##### A. Invoices

The Contractor shall submit monthly invoices as permitted by the Contract terms listed herein.

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Service and identification of the Service for which payment is sought.

##### B. Invoice Address

Invoices sent via electronic mail shall be scanned and emailed to:  
APDept@liquor.nh.gov

Invoices sent via U.S. mail shall include an original plus one copy and be mailed to:  
New Hampshire Liquor Commission  
Accounts Payable Department  
50 Storrs Street  
Concord, NH 03302-0503

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Contractor Initials: \_\_\_\_\_  
Date: 7/30/2024

<sup>DS</sup>  
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## EXHIBIT C: PAYMENT TERMS AND PRICING

### C. Terms of Payment

Upon acceptance of a properly documented invoice, the State will pay the invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched. Payment is issued through the State Treasurer and forwarded to Contractor within fourteen (14) days after processing begins at the NHLC.

The State of New Hampshire does not pay late charges or interest.

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify the Contractor of the alleged error prior to the due date of such payment. The State and the Contractor agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to the Contractor. The State shall promptly pay upon resolution of such dispute or within such fifteen (15) day period of an agreed-upon amount, whichever is later, and no late charges shall apply to that amount or the originally invoiced amount.

### D. Payment Address

All payments will be made via direct deposit through ACH. The Contractor shall complete enrollment with the New Hampshire State Treasury for vendor direct deposit at: <https://www.nh.gov/treasury/state-vendors/index.htm> prior to submission of the first invoice.

### E. Overpayments to the Contractor

The Vendor shall promptly, but no later than fifteen (15) business days, pay the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

### F. Credits

The State may apply credits due to the State, arising out of this Contract, against the Contractor's invoices with appropriate information attached.

## III. Payment Schedules

### A. Contractor Staff Hourly Rates

The Table below details the hourly rates for Contractor resources for the initial contract term of State Fiscal Years 2025 through 2030 and the optional contract extensions:

Page 20 of 31  
Contractor Initials: \_\_\_\_\_  
Date: 7/30/2024

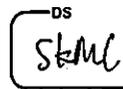
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## EXHIBIT C: PAYMENT TERMS AND PRICING

CONTRACTOR STAFF HOURLY RATES										
Position Title	Initial Contract Term						Optional Contract Extensions			
	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029	SFY 2030	SFY 2031	SFY 2032	SFY 2033	SFY 2034
Team Leader/Dynamics System Architect	\$220	\$231	\$243	\$255	\$267	\$281	\$295	\$310	\$325	\$341
Dynamics 365 Administrator	\$50	\$53	\$55	\$58	\$61	\$64	\$67	\$70	\$74	\$78
Azure Administrator	\$50	\$53	\$55	\$58	\$61	\$64	\$67	\$70	\$74	\$78
Configuration Manager	\$180	\$189	\$198	\$208	\$219	\$230	\$241	\$253	\$266	\$279
Data Lake Architect/Administrator	\$180	\$189	\$198	\$208	\$219	\$230	\$241	\$253	\$266	\$279
SQL Server Administrator	\$50	\$53	\$55	\$58	\$61	\$64	\$67	\$70	\$74	\$78
Report Developer	\$40	\$42	\$44	\$46	\$49	\$51	\$54	\$56	\$59	\$62

### B. Contractor Staff Annual Total Cost

The Table below details the total annual cost for Contractor resources for the initial contract term of State Fiscal Years 2025 through 2030 for a total initial contract term cost of \$10,558,073.30. The Table also details total annual cost for the optional contract extensions:

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**EXHIBIT C: PAYMENT TERMS AND PRICING**

CONTRACTOR STAFF ANNUAL TOTAL COST										
Position Title	Initial Contract Term						Optional Contract Extensions			
	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029	SFY 2030	SFY 2031	SFY 2032	SFY 2033	SFY 2034
Team										
Leader/Dynamics System Architect	\$443,504.00	\$465,680.00	\$488,964.80	\$513,413.84	\$539,085.33	\$566,040.40	\$594,343.22	\$624,061.18	\$655,265.04	\$688,029.09
Dynamics 365 Administrator	\$100,784.00	\$105,824.00	\$111,116.00	\$116,672.60	\$122,507.03	\$128,633.18	\$135,065.64	\$141,819.72	\$148,911.51	\$156,357.88
Azure Administrator	\$100,784.00	\$105,824.00	\$111,116.00	\$116,672.60	\$122,507.03	\$128,633.18	\$135,065.64	\$141,819.72	\$148,911.51	\$156,357.88
Configuration Manager	\$362,864.00	\$381,008.00	\$400,059.20	\$420,062.96	\$441,066.91	\$463,121.05	\$486,277.91	\$510,592.60	\$536,123.03	\$562,929.98
Data Lake Architect/Administrator	\$362,864.00	\$381,008.00	\$400,059.20	\$420,062.96	\$441,066.91	\$463,121.05	\$486,277.91	\$510,592.60	\$536,123.03	\$562,929.98
SQL Server Administrator	\$100,784.00	\$105,824.00	\$111,116.00	\$116,672.60	\$122,507.03	\$128,633.18	\$135,065.64	\$141,819.72	\$148,911.51	\$156,357.88
Report Developer	\$80,624.00	\$84,656.00	\$88,889.60	\$93,334.88	\$98,002.42	\$102,903.35	\$108,049.31	\$113,452.58	\$119,126.01	\$125,083.11
<b>Total Yearly Cost</b>	<b>\$1,552,208.00</b>	<b>\$1,629,824.00</b>	<b>\$1,711,320.80</b>	<b>\$1,796,892.44</b>	<b>\$1,886,742.66</b>	<b>\$1,981,085.39</b>	<b>\$2,080,145.27</b>	<b>\$2,184,158.12</b>	<b>\$2,293,371.64</b>	<b>\$2,408,045.80</b>

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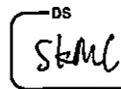
## EXHIBIT C: PAYMENT TERMS AND PRICING

### C. Optional Contractor Staff Hourly Rates

Pursuant to Exhibit B, Section III(B), the NHLC may identify additional functionality needs with the NextGen solution, for reasons including, but not limited to, business process improvements or legislatively directed programs. Should the NHLC decide to pursue software development services, the Parties will follow the procedure outlined in Exhibit B, Section III(B). Contractor's response proposal will include a payment schedule based on the rates for the resources below:

OPTIONAL CONTRACTOR STAFF HOURLY RATES										
Position Title	Initial Contract Term						Optional Contract Extensions			
	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029	SFY 2030	SFY 2031	SFY 2032	SFY 2033	SFY 2034
Project Manager	\$180.00	\$189.00	\$198.45	\$208.37	\$218.79	\$229.73	\$241.22	\$253.28	\$265.94	\$279.24
Project Manager	\$50.00	\$52.50	\$55.13	\$57.88	\$60.78	\$63.81	\$67.00	\$70.36	\$73.87	\$77.57
Application Architect	\$220.00	\$231.00	\$242.55	\$254.68	\$267.41	\$280.78	\$294.82	\$309.56	\$325.04	\$341.29
Application Architect	\$50.00	\$52.50	\$55.13	\$57.88	\$60.78	\$63.81	\$67.00	\$70.36	\$73.87	\$77.57
Dynamics 365 X++ Developer	\$50.00	\$52.50	\$55.13	\$57.88	\$60.78	\$63.81	\$67.00	\$70.36	\$73.87	\$77.57
Dynamics 365 CRT/POS Developer	\$50.00	\$52.50	\$55.13	\$57.88	\$60.78	\$63.81	\$67.00	\$70.36	\$73.87	\$77.57
Azure Integration Developer	\$50.00	\$52.50	\$55.13	\$57.88	\$60.78	\$63.81	\$67.00	\$70.36	\$73.87	\$77.57
Quality Assurance - Manual	\$40.00	\$42.00	\$44.10	\$46.31	\$48.62	\$51.05	\$53.60	\$56.28	\$59.10	\$62.05
Quality Assurance - Automation	\$45.00	\$47.25	\$49.61	\$52.09	\$54.70	\$57.43	\$60.30	\$63.32	\$66.49	\$69.81

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 Contractor Initials:  
 Date: 7/30/2024

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## EXHIBIT D: ADMINISTRATIVE SERVICES

### EXHIBIT D – ADMINISTRATIVE SERVICES

#### I. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted under the Contract.

The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
First	Senior Vice President, Solutions and Services	NHLC Chief Systems Officer	5 Days
Second	Chief Executive Officer	NHLC Director of Administration	10 Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party’s notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party’s notice is received by the other Party.

#### II. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

#### III. RECORD RETENTION AND ACCESS REQUIREMENTS

The Vendor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention.

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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 Contractor Initials: \_\_\_\_\_  
 Date: 7/30/2024

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## EXHIBIT D: ADMINISTRATIVE SERVICES

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor's cost structure and profit factors shall be excluded from the State's Review unless the cost or any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

### IV. ACCOUNTING

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

### V. AUDIT

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

### VI. MISCELLANEOUS WORK REQUIREMENTS

#### A. Access to State Systems

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

#### 1. Computer Use

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and/or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State,

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Contractor Initials: \_\_\_\_\_  
Date: 7/30/2024

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## EXHIBIT D: ADMINISTRATIVE SERVICES

can be used by Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

- e. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request).
- f. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

### 2. Email Use

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

### 3. Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (Statewide Computer Use Policy is available upon request).

## B. State Website Copyright

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

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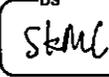
## EXHIBIT E: TERMS AND DEFINITIONS

### EXHIBIT E -- TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this Contract.

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to, Criminal Justice Information (CJI), Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor or during the contract term.
Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

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 Contractor Initials: \_\_\_\_\_  
 Date: 7/30/2024

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## EXHIBIT E: TERMS AND DEFINITIONS

Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
DoIT	New Hampshire Department of Information Technology
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.

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## EXHIBIT E: TERMS AND DEFINITIONS

Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Contractor or for consideration in response to a solicitation by the State.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

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## EXHIBIT E: TERMS AND DEFINITIONS

Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

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 Contractor Initials: \_\_\_\_\_  
 Date: 7/30/2024

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## EXHIBIT F: ATTACHMENTS AND CONTRACTOR CERTIFICATES

### EXHIBIT F – ATTACHMENTS AND CONTRACTOR CERTIFICATES

- I. ATTACHMENTS - None
- II. CONTRACTOR CERTIFICATES
  - A. Contractor's Certificate of Good Standing
  - B. Contractor's Certificate of Vote/Authority
  - C. Contractor's Certificate of Insurance

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Contractor Initials:

Date: 7/30/2024

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# State of New Hampshire

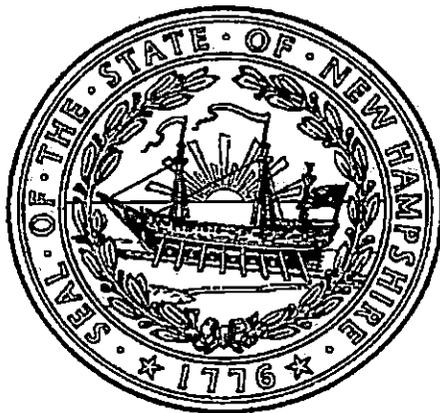
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ILLUMINA TECHNOLOGY SOLUTIONS LLC is a Oregon Limited Liability Company registered to transact business in New Hampshire on May 17, 2024. 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: 962663

Certificate Number: 0006741720



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of July A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY / VOTE**

The undersigned Andrew Alpert, being the  
(Enter name of officer granting authority)

Senior Vice President of Illumina Technology Solutions, LLC., hereby certifies  
(Title of Officer) (Company / Business name)

that the following individual is an officer of the LLC:

Sumit Kar Mazumder  
(Name of individual authorized to sign contracts, agreements and amendments binding the company)

The undersigned further certifies that Sumit Kar Mazumder as a  
(Authorized individual named above)

Member, is authorized to enter into contracts, agreements and amendments that are binding upon

Illumina Technology Solutions, LLC.  
(Company / Business name)

Andrew Alpert  
(Signature of officer named above granting the authority)

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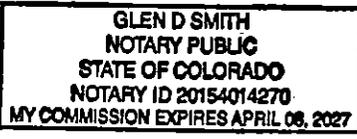
STATE OF Colorado

COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 24 day of July  
2024, by Glen D Smith Notary Public  
(Printed name of notarial officer)

Affix Notary Seal

Glen D Smith  
(Signature of notarial officer)  
My Commission Expires: 4/8/27





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/16/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

|                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                      |       |                                                     |       |                                                      |       |             |  |             |  |             |  |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-------|-----------------------------------------------------|-------|------------------------------------------------------|-------|-------------|--|-------------|--|-------------|--|
| <b>PRODUCER</b><br>TechInsurance, Division of Specialty Program Group LLC<br>203 N. LaSalle St., 20th Floor, Chicago, IL 60601 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): (800) 688-1984      FAX (A/C, No): 312-690-4123<br>E-MAIL ADDRESS:<br>ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                             |                                                      |       |                                                     |       |                                                      |       |             |  |             |  |             |  |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                      |       |                                                     |       |                                                      |       |             |  |             |  |             |  |
| <b>INSURED</b><br>Illumina Technology Solutions LLC<br>16941 NW Viola St, Portland, OR, 97229-1454                             | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Philadelphia Indemnity Insurance Company</td> <td style="width: 20%;">18058</td> </tr> <tr> <td>INSURER B : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER C : Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER A : Philadelphia Indemnity Insurance Company | 18058 | INSURER B : Hartford Underwriters Insurance Company | 30104 | INSURER C : Philadelphia Indemnity Insurance Company | 18058 | INSURER D : |  | INSURER E : |  | INSURER F : |  |
| INSURER A : Philadelphia Indemnity Insurance Company                                                                           | 18058                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                      |       |                                                     |       |                                                      |       |             |  |             |  |             |  |
| INSURER B : Hartford Underwriters Insurance Company                                                                            | 30104                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                      |       |                                                     |       |                                                      |       |             |  |             |  |             |  |
| INSURER C : Philadelphia Indemnity Insurance Company                                                                           | 18058                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                      |       |                                                     |       |                                                      |       |             |  |             |  |             |  |
| INSURER D :                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                      |       |                                                     |       |                                                      |       |             |  |             |  |             |  |
| INSURER E :                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                      |       |                                                     |       |                                                      |       |             |  |             |  |             |  |
| INSURER F :                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                      |       |                                                     |       |                                                      |       |             |  |             |  |             |  |

**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                                                                                                                                                                                                                                            |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 46SBMAN5GW3   | 9/29/2023               | 9/29/2024               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                  |           |          | 46SBMAN5GW3   | 9/29/2023               | 9/29/2024               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$                                                                                                                     |           |          | 46SBMAN5GW3   |                         | 9/29/2024               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                      |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                              |           | N/A      |               |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                  |
| A        | Professional Liability (Errors and Omissions)                                                                                                                                                                                                                                                                              |           |          | PHSD1802007   | 9/29/2023               | 9/29/2024               | Occurrence/Aggregate \$3,000,000 / \$3,000,000                                                                                                                                                                                                    |
| C        | Cyber Liability                                                                                                                                                                                                                                                                                                            |           |          | PHSD1871395   | 5/12/2024               | 5/12/2025               | Each Occurrence \$2,000,000                                                                                                                                                                                                                       |

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

|                                                                                                     |                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>New Hampshire Liquor Commission<br>50 Storrs Street, Concord, NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

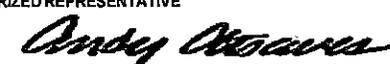
|                                                                                                                                                                                                    |                                                                                                                                                                                    |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Andrew Atsaves<br>c/o Artex Risk Solutions, Inc.<br>P.O. Box 13838<br>Scottsdale, AZ 85267                                                                                      | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): (480) 951-4177      FAX (A/C, No): (480) 951-4266<br>E-MAIL ADDRESS: SDL.BSD.Certificates@artexrisk.com                              |  |
|                                                                                                                                                                                                    | <b>INSURER(S) AFFORDING COVERAGE</b> NAIC #<br>INSURER A : American Zurich Insurance Company      40142<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |  |
| <b>INSURED</b><br>Nextep, Inc. and Nextep Business Solutions, Inc. Labor Contractor, for co-employees of:<br>Illumina Technology Solutions, LLC<br>1800 North Interstate Drive<br>Norman, OK 73072 |                                                                                                                                                                                    |  |

**COVERAGES**      **CERTIFICATE NUMBER: 24OK5051125399**      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADDL SUBR/ INSD WVD             | POLICY NUMBER             | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                   |                                                                                                                                                                                                           |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                 |                           |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |                                                                                                                                                                                                           |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY                                         |                                 |                           |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |                                                                                                                                                                                                           |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                         |                                 |                           |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                 |                                                                                                                                                                                                           |
| <b>A</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                    | Y/N<br><input type="checkbox"/> | N/A                       | WC 48-17-800-02         | 08/01/2024              | 08/01/2025                                                                                                                                                                               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
|          |                                                                                                                                                                                                                                                                  |                                 | Location Coverage Period: | 08/01/2024              | 08/01/2025              | Client# 2422-OR                                                                                                                                                                          |                                                                                                                                                                                                           |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Coverage is provided for only those co-employees of, but not subcontractors to:  
 Illumina Technology Solutions, LLC  
 4804 NW Bethany Blvd Ste 1-2 #  
 Portland, OR 97229

|                                                                                                           |                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>New Hampshire Liquor Commission<br>50 Storrs Street<br>Concord, NH 03301 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|