

CJG

# New Hampshire Liquor Commission



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

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Joseph W. Mollica  
Chairman

Nicole Brassard Jordan  
Deputy Commissioner

Christopher T. Sununu  
Governor

October 29, 2024

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

### REQUESTED ACTION

Authorize the New Hampshire Liquor Commission to enter into a **Retroactive Sole Source** contract with Berry, Dunn, McNeil & Parker, LLC (VC# 254300), Portland, ME in the amount of \$250,000.00 for independent financial and accounting services effective upon Governor and Council approval for the period October 3, 2024, through June 30, 2025. 100% Liquor Funds.

Funding is available in account, Liquor Commission, Marketing and Merchandising, Store Operations, as follows:

	<u>FY 2025</u>
02-77-77-771512-10300000-103-502507-Program Contract	\$250,000

### EXPLANATION

This request is **Retroactive** and **Sole Source** due to the immediacy of the need for services provided under this contract to begin in order to avoid delays in delivering the New Hampshire Liquor Commission's Annual Comprehensive Financial Report.

Each year, the New Hampshire Liquor Commission (NHLC) compiles its Annual Comprehensive Financial Report (ACFR), which is audited and reviewed by the Legislative Budget Assistant (LBA) before submission to the Department of Administrative Services (DAS). In order for DAS to submit the ACFR by its deadline of December 31, 2024, the NHLC's report must be prepared in advance of that deadline.

In April of 2024, the NHLC implemented a new Enterprise Resource Planning (ERP) solution that replaced its 40-year-old legacy system. The new ERP, a Microsoft Dynamics 365-based system referred to as NextGen, replaced all financial components of NHLC operations. As work with the LBA on the Fiscal Year 2024 audit began, it became evident that significant time and resources from the NHLC's Finance Department would be required to provide assistance to the LBA on the new NextGen system.

In providing this assistance to the LBA, NHLC staff met in-person with the LBA auditors seven times to provide information, training, and education on the nuances of the NextGen system. These

meetings involved sixteen different NHLC resources comprising approximately seventy-three resource hours. NHLC staff also dedicated time to preparing for the meetings and providing documentation afterward. As NHLC Finance Department resources prioritized and provided this aid to the LBA, worked to complete their assigned duties, and dealt with staffing shortages, it became apparent that assistance would be needed to complete the audit requirements within the requested timeframe.

Berry, Dunn, McNeil, & Parker, LLC, (BerryDunn) is an accounting and consulting firm that provides audit and consulting services to, among other sectors, state government agencies, including alcohol control agencies. The NHLC has worked with BerryDunn previously, giving BerryDunn knowledge and insight into the NHLC's processes and procedures. This additional experience with the NHLC, NH FIRST, and the ACFR meant that BerryDunn was able to begin the necessary work and find the right resources immediately, thereby helping to ensure that the deadlines to keep the ACFR on schedule are met.

Once the ACFR is complete, BerryDunn will continue to assist the NHLC with documenting procedures and process flows in preparation for the 2025 Fiscal Year end. As the NHLC continues to adapt to the NextGen solution, it is anticipated that BerryDunn's expertise will help identify more streamlined processes and automations, ensuring success for future fiscal years.

Based on the foregoing, I respectfully request approval of the contract with Berry, Dunn, McNeil & Parker, LLC.

Respectfully submitted,



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Joseph W. Mollica  
Chairman, Liquor Commission

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

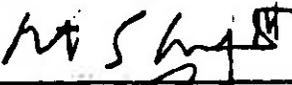
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. 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 Berry, Dunn, McNeil & Parker, LLC		1.4 Contractor Address 100 Middle Street, P.O. Box 1100, Portland, ME 04104	
1.5 Contractor Phone Number (207)-541-2200	1.6 Account Unit and Class 02-00077-077-771512- 10300000-502507	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$250,000.00
1.9 Contracting Officer for State Agency Tina Demers, Chief Financial Officer		1.10 State Agency Telephone Number (603) 230-7024	
1.11 Contractor Signature  Date: 9/19/24		1.12 Name and Title of Contractor Signatory Robert S. Smalley, III, CPA, CFE—Principal	
1.13 State Agency Signature  Date: 9/24/2024		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 (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: October 3, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

NH Liquor Commission  
BerryDunn

Contractor Initials   
Date 9/19/24

**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.

NH Liquor Commission  
BerryDunn

Contractor Initials

Date

PSS  
9/19/24

## 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.

NH Liquor Commission  
BerryDunn

Contractor Initials BS  
Date 8/10/24

#### 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.

NH Liquor Commission  
BerryDunn

Contractor Initials RD  
Date 9/19/24

**EXHIBIT A**  
**SPECIAL PROVISIONS**

Sections 1.15 and 1.17 are deleted for the P-37.

NH Liquor Commission  
BerryDunn

Contractor Initials: BES

Date: 9/19/24

**EXHIBIT B**  
**SCOPE OF SERVICES**

**II. INTRODUCTION:**

The New Hampshire Liquor Commission ("NHLC") proposes to enter into an Agreement with Berry, Dunn, McNeil & Parker ("BerryDunn") ("Contractor") to provide independent financial services and accounting services.

**III. CONTRACT DOCUMENTS:**

This Contract consists of the following documents:

- A. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- B. Exhibit A, Special Provisions
- C. Exhibit B, Scope of Services
- D. Exhibit C, Payment Terms and Pricing
- E. Exhibit D, BerryDunn Project Support Letter and Statement of Work—September 11, 2024.

**IV. TERM OF CONTRACT:**

This Contract shall commence upon execution by the NHLC. The anticipated completion date is no later than June 30, 2025.

**V. SCOPE OF WORK:**

**A. General**

1. BerryDunn will provide support as identified in their letter dated September 11, 2024, listed as Exhibit D.
2. BerryDunn shall provide the following support to the NHLC:
  - Support for annual comprehensive financial report (ACFR) preparation including the cash flow statement;
  - Support for disclosure of any new accounting pronouncements;
  - Preparation of roll-forwards of balance sheet accounts;
  - Preparation of audit workpaper support;
  - Support for investigating reconciling differences between NH First and D365;
  - Validation of audit supporting schedules;

NH Liquor Commission  
BerryDunn

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

*[Handwritten Signature]*  
*[Handwritten Date]*

- Preparing transaction cycle walk-throughs;
- Prepare transaction cycle documentation;
- Support for preparation account reconciliations;
- Account review to support financial statement audit;
- Preparation and validation of the capital lease support (GASB 87) workpaper;
- SBITA (GASB 96) review;
- Capital asset accounting and reporting support;
- Debt validation and preparation of audit support;
- Support for accounts receivable team needs;
- Review of accounts receivable aging/schedule; and
- Review of accounts payable aging/schedule.

3. BerryDunn will provide on-site support and assistance to the NHLC.
4. BerryDunn will open and work directly with the state audit team to facilitate their understanding of the support and the transaction cycles.
5. BerryDunn's work will be performed in accordance with the American Institute of Certified Public Accountants' Statement on Standards for Consulting Services.

**B. Staffing and Equipment**

1. BerryDunn staff that are working on the project shall have significant financial skills and experience in the area of government finance and accounting.
2. BerryDunn shall have all materials, equipment, labor and transportation necessary to provide services at the NHLC. If necessary to complete NHLC related tasks, the NHLC may provide laptops for temporary use during the pendency of the contract.

**VI. PROBLEM RESOLUTION:**

1. BerryDunn designates Robert Smalley as a contact person available during normal working hours for the resolution of problems. The NHLC designates Tina Demers, CFO, as Contract Administrator who will work with BerryDunn to resolve problems that cannot be resolved by the end-users.
2. If at any time during this contract there is a failure to perform services, deliver goods, or perform any other terms and conditions of this contract, the Contract Administrator will give written notice to the Contractor.

NH Liquor Commission  
BerryDunn

Contractor Initials RCS  
Date 9/19/21

**VII. ADDITIONAL REQUIREMENTS:**

1. The Contract Officer shall be the primary point of contact designated by the NHLC to work with Contractor. The Contract Officer may direct the Contractor to work with a designated project manager.
2. Contractor shall perform all work according to best practices and standards of the trade.
3. Contractor shall complete work to the satisfaction of the NHLC and in accordance with the specifications mentioned herein.
4. Contractor shall take all responsibility for its work under this contract, which includes, but is not limited to, preventing injuries to persons and damage to property/utilities. Contractor shall in no way be relieved of its responsibility by any right of the NHLC to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the NHLC to give such permission or issue such orders.
5. The NHLC may require that Contractor represent that any employee of Contractor working at any NHLC location has satisfied a standard criminal background check and carries a credential indicating that they are in fact an employee or representative of Contractor.
6. Contractor or its employees shall not represent themselves as employees/agents of NHLC.
7. Contractor and their employees shall perform all work in such a manner as not to inconvenience building occupants. The Contractor shall determine the NHLC's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
8. Contractor and their employees shall be allowed only in areas approved by the assigned NHLC project manager.
9. This contract shall not, in whole or in part, be subcontracted, assigned, or otherwise transferred to any other contractor without prior written approval by the NHLC. In the event the NHLC approves the use of a subcontractor, Contractor shall be directly responsible for the subcontractor's performance and work quality. Subcontractors must abide by all terms and conditions of this contract.

NH Liquor Commission  
Berry Dunn

Contractor Initials RS  
Date 9/19/24

**EXHIBIT C**

**PAYMENT TERMS AND PRICING**

**A. CONTRACT PRICE:**

This is a not-to-exceed contract as indicated in Block 1.8 *Price Limitation* of State Form P-37. The use of the phrase "not-to-exceed" in this context means that Contractor agrees to the price limitation as a not-to-exceed cap on the total value of the Agreement. The price limitation is the maximum amount payable to the Contractor over the life of the Agreement. The actual amount payable to Contractor over the life of the Agreement may be less than, but not more than, the price limitation, unless the parties amend the Agreement to reflect an increased price limitation. The payment by the State shall be the only and complete reimbursement to Contractor for all fees, costs, and expenses incurred by Contractor in the performance of this Agreement.

**B. PRICING:**

BerryDunn shall provide the above-described services at the following rates:

Position	Standard Rate
Principal	\$535
Manager	\$350
Senior	\$310
Staff	\$250

NH Liquor Commission  
BerryDunn

Contractor Initials: BD

Date: 9/19/24

**C. TERMS OF PAYMENT:**

All invoices must include detail regarding the materials and other items provided, a breakdown of prices, equipment serviced, and the address of the store or location where the services occurred.

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 03301

Payment shall not be due until thirty (30) days after an invoice is received at the NHLC's business office. Payment is issued through the State Treasurer and forwarded to the Contractor within fourteen (14) days after processing begins at the NHLC. Payments will be for only what has been agreed to. The State of New Hampshire does not pay late charges or interest.

Invoices for all work completed during any fiscal year must be submitted within thirty (30) days after the end of that fiscal year (June 30<sup>th</sup>). Invoices not submitted within the aforementioned timeframe will require approval from the State of New Hampshire prior to processing, which may delay the payment process.

NH Liquor Commission  
BerryDunn

Contractor Initials

Date

AS  
9/14/21

**EXHIBIT D**

NH Liquor Commission  
BerryDunn

Contractor Initials

Date

KCS  
9/19/23



*PROJECT PLAN AND PRICE PROPOSAL*

**New Hampshire Liquor  
Commission**

*TO PROVIDE*

**Audit Support and Accounting  
Assistance**

**BerryDunn**

1000 Elm Street, 4<sup>th</sup> Floor  
Manchester, New Hampshire

t: 603.518.2600

f: 603.666.4755

**Robert Smalley, CPA, Principal**

[rsmalley@berrydunn.com](mailto:rsmalley@berrydunn.com)

**Project Plan and Price Proposal Submitted**

**On:**

**September 11, 2024**

[berrydunn.com](http://berrydunn.com)





September 11, 2024

James Vara, Esq.  
Director of Administration and Chief Operating Officer  
NH Liquor Commission  
50 Storms St.  
Concord, NH 03301

Dear James:

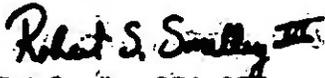
BerryDunn McNell & Parker, LLC (BerryDunn) appreciates the opportunity to provide services assisting your finance team in audit support and accounting services. BerryDunn will also provide general accounting assistance and advice as requested.

BerryDunn is a stable and well-established firm with expertise in your industry. We pride ourselves on providing ongoing training to our clients, designed to help our clients succeed in a changing landscape. We value our client relationships and are available for ongoing communication and consultation throughout the year.

The following proposal will reacclimate you to the firm, the approach we take to providing the requested services and our proposed fees.

If I may clarify any information contained in this proposal, please do not hesitate to call me directly at 803.518.2827. We look forward to putting our skills to work for you.

Sincerely,

  
Rob Smalley, CPA, CFE  
Principal

## Background Information, Qualifications and Prior Experience.

### Qualifications Earned Through 50 Years of Service

BerryDunn is a CPA and consulting firm with audit and consulting practices dedicated to serving state, local, and quasi-governmental agencies. We were formed in 1974 and have experienced sustained growth throughout our 50-year history. Today, we are the largest independently owned accounting firm headquartered in New England.

*Accounting Today* recently ranked BerryDunn the #1 CPA firm in the region, and we are ranked #43 nationwide. Additionally, we were recognized as a Best CPA Firm for Women by the American Women's Society of CPAs and was recently named a Fastest Growing Firm for 2024 and ranked as #43 on *Inside Public Accounting's* Annual List of the Nation's Top CPA firms. Headquartered in Portland, Maine, BerryDunn serves clients nationally through our eight office locations and 450 remote employees throughout the United States and territories.



Sarah Belliveau,  
CEO



An  
AccountingTODAY  
TOP 50 Firm



Founded in 1974



87% practitioners  
across 10 industries  
and 91 service areas



Winner of the BDO  
Alliance workplace  
culture award



Employees in  
88 states

We offer the breadth and depth needed to provide the quality audit, accounting, and consulting support provided by a national firm, but with the price structure, responsiveness, principal engagement, and efficiencies of a regional firm.

BerryDunn is an independent member of the BDO Alliance USA, a nationwide association of independently owned accounting, consulting, and service firms with similar client service goals. Through this membership, clients like the Division gain access to a wider range of services without impairing our professional independence.

Our experienced governmental accountants partner with governments to help them meet reporting deadlines, implement and understand new accounting pronouncements and offer ongoing accounting support as needed. Working collaboratively with governments, we can provide an array of customized services to support the individual need of each government.

## Great Work for Great Clients

Each year, BerryDunn solicits feedback through a client satisfaction survey independently conducted by Portland Research Group. The results of our most recent client satisfaction survey show we continue to meet or exceed expectations:



Guided by our mission to help each client create, grow and protect value, we work to surpass industry standards for the following:

- Industry-specific expertise
- Involvement of principals and other senior-level professionals
- Engagement planning
- Quality of deliverables
- Timeliness and communication
- Identifying and addressing critical issues
- Overall satisfaction

## Governmental Audit and Accounting Experience

At BerryDunn, we understand that governmental entities operate in unique and dynamic environments and experience very specific challenges and opportunities. The professionals assigned to your engagement team have experience in performing accounting consultation services for organizations that report their financial statements in accordance with *Governmental Accounting Standards Board (GASB)* and preparing applicable reports in accordance with *Government Auditing Standards (GAS)*. Your team will be led by professionals who each have a wealth of experience working with GASB organizations.

Because of our commitment to specialization, we are well-versed in how to run an efficient and effective engagement. You will benefit from having a team of specialists who understand the complex accounting and regulatory issues of GASB clients, and who enjoy working in this multifaceted, ever-changing environment. Governmental organizations encounter a variety of challenging accounting and regulatory issues that require significant experience in the area, particularly with the current economic challenges. We help our clients address these issues efficiently and feel they appreciate a relationship with professionals who are up-to-date on current and emerging developments in their environment.

## **Audit Support and Accounting Assistance**

### **Scope of Work**

We will provide hands-on assistance to the NHLC's finance and accounting staff as needed with the following potential activities:

- Support for annual comprehensive financial report (ACFR) preparation including the cash flow statement
- Support for disclosure of any new accounting pronouncements
- Preparation of roll-forwards of balance sheet accounts
- Preparation of audit workpaper support
- Support for investigating reconciling differences between NH First and D365
- Validation of audit supporting schedules
- Preparing transaction cycle walk-throughs
- Prepare transaction cycle documentation
- Support for preparation account reconciliations
- Account review to support financial statement audit
- Preparation and validation of the capital lease support (GASB 87) workpaper
- SBITA (GASB 96) review
- Capital asset accounting and reporting support
- Debt validation and preparation of audit support
- Support for accounts receivable team needs
- Review of accounts receivable aging/schedule
- Review of accounts payable aging/schedule

We also open to working directly with the state audit team to facilitate their understanding of the support and the transaction cycles.

The work will be performed in accordance with the American Institute of Certified Public Accountants' Statement on Standards for Consulting Services.

Since the procedures to be performed will not constitute an audit made in accordance with auditing standards generally accepted in the United States of America, we will not express an opinion on any of the items specified in the reports issued or on the financial statements of the Division taken as a whole.

### Project Schedule and Costs

We expect activities to begin in September 2024. Please note the following, relative to the estimated costs:

We strive to keep our fees to a minimum; especially given the challenging environment we are all in now. We will bill the NHLC monthly at our regular rates. We propose a not-to-exceed commitment of \$250,000 for the time spent supporting the NHLC team in the areas listed in the areas of scope.

**Table 1: Positions and Estimated Costs**

Position	Standard Rate
Principal	\$535
Manager	\$350
Senior	\$310
Staff	\$250

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. On a monthly basis, we will review the open tasks and priorities with key members of leadership in order to verify that we are working on the highest priority items and staying within the not-to-exceed commitment price.

We are committed to providing you with a fee that is reasonable and fair for the high quality of service you will receive. A late charge is added on all unpaid bills in excess of 30 days at an annual rate of 18% (1½% per month). This engagement includes only those services specifically described in this letter. Appearances before judicial proceedings or government agencies such as the Internal Revenue Service or other regulatory bodies, arising out of this engagement, will be billed to you separately.

## Approach to Cost Savings

The most effective tool in the process is communication. There is no substitute for open communication at all levels to help assure the success of a timely and efficient engagement. We will meet regularly with management to make sure issues are identified and solutions are discussed. We will communicate with management to effectively plan and conclude the consulting engagement.

## Technology

Our work is highly automated and incorporates new technology, which saves you time and money while making our work more efficient.

- **Secure Data Transfer:** We have the option to utilize an encrypted client portal called *BerryDunn KnowledgeLink* to provide an interactive communication tool that serves as a secure mechanism for you to transfer files to the engagement team. *BerryDunn KnowledgeLink* features a document repository to store deliverables and maintain live open request items, along with a calendar view to capture on-site visits and major project milestones. Our clients have told us that this tool dramatically reduces email traffic discussing status of outstanding items.
- **Vide Conferencing:** Our team uses videoconferencing to allow us to meet with clients more often, saving you both time and travel expenses while keeping an open line of communication. We regularly use both Zoom and Microsoft Teams based on our clients' preferences.

BerryDunn takes IT security seriously and works hard to keep your data safe. For over 10 years, we have conducted security risk assessments for state and local governments and assisted clients with updating their policies, processes, procedures and implementing new security controls. We utilize these same practices internally, including contracting a third-party vendor to provide an independent security assessment on an annual basis.

**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 BERRY, DUNN, MCNEIL & PARKER, LLC is a Maine Professional Limited Liability Company registered to do business in New Hampshire as BERRY, DUNN, MCNEIL & PARKER, P.L.L.C. on March 12, 1999. 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: 310384

Certificate Number: 0006781634



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 September A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular outline.

David M. Scanlan  
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Sarah L. Belliveau of Berry Dunn McNeil & Parker, LLC do hereby certify that:

1. I am the Chief Executive Officer of Berry Dunn McNeil & Parker, LLC:  
This Limited Liability Company may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire acting through its Liquor Commission.  
RESOLVED: That the Principal is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate, and Robert Smalley III is the duly elected Principal of the Limited Liability Company.
2. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of this 20th day of September, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chief Executive Officer of the company this 20th day of September, 2024.

Sarah Belliveau

Chief Executive Officer  
Berry Dunn McNeil & Parker, LLC

STATE OF MAINE  
COUNTY OF CUMBERLAND

On 9-20-2024 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that she/he executed this document in the capacity indicated above.

Kathleen Jickett

Signature of Notary or Justice of the Peace

Notary Seal

**KATHLEEN J FICKETT**

Notary Public

Name/Title of Notary or Justice of the Peace

My Commission Expires  
**December 8, 2030**

My Commission Expires:



BERRDUN-03

THARMON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/19/2024

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> Clark Insurance, a Marsh & McLennan Agency, LLC company 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	<b>CONTACT NAME</b> Name: (207) 774-6257 Email: info@clarkinsurance.com	<b>FAX No:</b> (207) 774-2994
	<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> Berry Dunn McNeil & Parker LLC 2211 Congress Street Portland, ME 04102	<b>INSURER A:</b> Hanover American <b>NAIC #</b> 39084	<b>INSURER B:</b> The Hanover Insurance Company <b>22282</b>
	<b>INSURER C:</b> Maine Employers Mutual Ins Co <b>11149</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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.

INSURER	TYPE OF INSURANCE	ACORD CLASS	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CG 00 01 GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> LOC OTHER		ZZP D240054	4/30/2024	4/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (A/W one person) \$ 15,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP ADD \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AHPO240058	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ Hired Auto P.D. \$ 80,000
B	<input checked="" type="checkbox"/> UMBRELLA LIMB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS		LHP D240055	4/30/2024	4/30/2025	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 0 EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/SHAREHOLDERS EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	3101800149	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
30 day notice of cancellation with 10 days notice for non-payment of premium, if required by written contract/agreement.

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