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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

January 29, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a contract with UHY LLP (VC#521473), New York, NY for Annual Financial Audit Services of the State of New Hampshire Deferred Compensation plan in an amount up to and not to exceed \$195,000 with the option to extend for up to two additional years effective upon Governor and Executive Council approval through January 31, 2027. 100% Agency Income.

Funds are available in the following account for Fiscal Year 2025 and are anticipated to be available in Fiscal Years 2026-2027 upon the 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.

	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>	<u>TOTAL</u>
014-140010-13070000 Deferred Compensation				
102-500731 Contracts for Program Services	\$ 32,500	\$ 97,500	\$ 65,000	\$ 195,000

EXPLANATION

The purpose of this request is to obtain authority to enter into a contract with UHY LLP to provide Annual Financial Audit Services of the State of New Hampshire Deferred Compensation Plan. The Contractor shall audit the financial statements, comprised of the statements of fiduciary net position, related statements of changes in fiduciary net position, and the related notes to the Financial Statements of the Deferred Compensation Plan for each of the six (6) plan years ending: 12/31/2020, 12/31/2021, 12/31/2022, 12/31/2023, 12/31/2024, and 12/31/2025.

The Governor and Council (G&C), at its October 16, 2024 meeting, expressed concern to the Deferred Compensation Commission about the lack of recent, annual, third-party audits. In a direct follow-up letter on October 23, 2024, Governor Sununu reassigned the responsibility for

contracting for the audits from the Commission and directed that the State Comptroller issue a Request for Proposal (RFP) and oversee the audits themselves, starting with the 2020 plan year.

The Department of Administrative Services issued RFP 2980-25 on November 13, 2024 with responses due December 13, 2024. The request reached 36 vendors through the NIGP electronic sourcing platform with an additional six directly-sourced. Of the four responses received, three met the minimum qualifications: UHY LLP, Clifton Larson Allen, and Berry Dunn.

The highest scoring proposal was from UHY LLP. For disclosure, it is important to note that UHY LLP was not the lowest financial bid but was awarded the contract on the basis of a much higher technical score. Because past commissions and auditors have believed strongly in the importance of experience in auditing 457(b) and other similar plans, the scoring was 40% financial and 60% technical. The Department used a closed bidding process in which the financial bids were separate and sealed, so the technical scoring team had no knowledge of the pricing component of the proposals.

UHY LLP's original bid was \$240,000 and the lowest bid was \$184,000. Although UHY LLP received the highest overall score, the financial gap between the high and low price bidders needed to be addressed. The \$36,000 gap was mitigated in negotiations after the winning proposal was identified through the published process. DAS negotiated the final price down from \$240,000 to \$195,000, reducing the gap to \$11,000. The price limitation creates a fixed price for each annual audit of \$32,500.

The evaluation team is detailed on the bid sheet and included: State Comptroller Dana Call; Caitlin Davis, Director of Education Analytics at the Department of Education; the Governor's appointee to the Deferred Compensation Commission identified after the Governor and Council expressed their concerns at the October 16, 2024 G&C meeting; and Lin Woolsey, Chief Financial Officer of the Health Benefit Plan Department of Administrative Services. They were assisted by Gary Lunetta, Director of DAS's Division of Procurement and Mathew Stanton, Deputy Director.

Upon approval, UHY LLP will provide Annual Financial Audits of the New Hampshire Deferred Compensation Plan to the State Comptroller beginning with the plan year ending 12/31/2020 due May 1, 2025. The next three audits (2021, 2022, 2023) are each due sixty days after the previous audit. The 2024 and 2025 audits are due at 120 day intervals thereafter.

Based on the foregoing, I respectfully recommend approval of the contract with UHY LLP.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

Deferred Compensation Commission
 Annual Financial Audit
 Request for Proposal #2980-25
 Closing Date: 12/13/2024

<u>Vendor Name</u>	HISTORY, AND EXPERIENCE (15 Points)	FIRM AND AUDIT CLIENTS (30 Pts)	AUDIT PLAN (15 Pts)	COST (40 Pts)	<u>Total</u>
Berry Dunn	13	26	10	40	89
Clifton Larson Allen LLP	13	28	14	33	88
UHY LLP	15	30	15	31	91
Venning	N/C	N/C	N/C	N/C	N/C

<u>Vendor Name</u>	<u>Financial Details</u>	
	<u>Total Bid</u>	<u>Ave./year</u>
Berry Dunn	\$ 184,000	\$ 30,667
Clifton Larson Allen LLP	\$ 226,170	\$ 37,695
UHY LLP	\$ 240,000	\$ 40,000
Venning	\$ 300,000	\$ 50,000
*UHY Negotiated Price	\$ 195,000	\$ 32,500

<u>Scoring Team</u>	
Dana Call	State Comptroller
Caitlin Davis	Director of Education Analytics, DOE
Lin Woolsey	CFO, Health Benefit Plan, DAS
Gary Lunetta	Director of Procurement, DAS
Mathew Stanton	Deputy Director of Procurement



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFP Scoring Summary

Proposal Description	Annual Financial Audit Services		
RFP#	2980-25	Agency	DAS
Agent Name	Mathew Stanton	Proposal Closing	12/13/2024 @ 11AM

Vendor Name	BIDDER QUALIFICATIONS, HISTORY AND EXPERIENCE (15 Points Max)	TECHNICAL SCORING: DESCRIPTION OF FIRM AND AUDIT CLIENTS (30 Points Max)	AUDIT PLAN (15 Points Max)	FINANCIAL SCORING: Total Cost (40 Points Max)	TOTAL RFP SCORE
Berry Dunn	13	26	10	40	89
Clifton Larson Allen LLP	13	28	14	33	88
UIHY LLP	15	15	15	33	91
Venning	N/C	N/C	N/C	N/C	N/C

Vendor Name	2020	2021	2022	2023	2024	2025	Vendor Total Cost	Lowest Cost	Weighted	Total Cost / 40 Points
Berry Dunn	\$ 30,500.00	\$ 30,500.00	\$ 30,500.00	\$ 30,500.00	\$ 30,500.00	\$ 31,500.00	\$ 184,000.00	\$ 184,000.00	40	40
Clifton Larson Allen LLP	\$ 35,070.00	\$ 36,120.00	\$ 37,170.00	\$ 38,220.00	\$ 39,270.00	\$ 40,320.00	\$ 226,170.00	\$ 184,000.00	40	33
UIHY LLP	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 240,000.00	\$ 184,000.00	40	31
Venning	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 300,000.00	\$ 184,000.00	40	25
*UIHY LLP (price following negotiat	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 195,000.00			

Recommendation Summary	
Statewide Contract or Amendment	Contract
Term of Contract	2 Years with 2 year option
Price Limitation	195,000.00
Number of Solicitations Received	4
Number of Sourced Bidders	6
Number of NIGP Vendors Sourced	36
Number of non-responsive bidders	0
P-37 Checklist Complete	Yes
D&B Report Attached	Yes
Method of Payment (P-card/ACH)	ACH
FOB Delivered	Yes
Expiring Contract Price Limitation	N/A
Special Notes: Venning submitted a noncompliant response based on the minimum qualifications required.	

Name	Title	Department
Gary Lunetta	Director	Department of Administrative Services Division of Procurement and Support Services
Mathew Stanton	Deputy Director	Department of Administrative Services Division of Procurement and Support Services
Dana Call	Director	Department of Administrative Services Division of Accounting Services
Caitlin Davis	Director	Department of Education Division of Education Analytics
Lin Woosley	CFO	Department of Administrative Services Division of Risk and Benefits

*Final scoring is consensus based

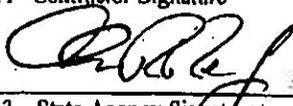
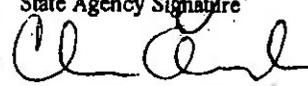
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

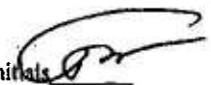
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Deferred Compensation Commission		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name UHY LLP		1.4 Contractor Address 1185 Avenue of the Americas 38 th Floor, New York, NY 10036	
1.5 Contractor Phone Number 1-410-423-4820	1.6 Account Unit and Class Various	1.7 Completion Date January 31, 2027	1.8 Price Limitation \$195,000.00
1.9 Contracting Officer for State Agency Deferred Compensation Commission		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 12-23-24		1.12 Name and Title of Contractor Signatory THOMAS R. REY, JR., PARTNER	
1.13 State Agency Signature  Date: 1-21-25		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Christen Lavers</i> On: 1/22/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 12.23.24

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.

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.

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.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials

Date 12.23.24

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. UHY LLP (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Deferred Compensation Commission with Annual Financial Audit Services in accordance with the submission in response to State Request for Proposal #2980-25 and as described herein.

2. CONTRACT DOCUMENTS:

2.1. This Contract consists of the following documents ("Contract Documents"):

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment

2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment,".

3. TERM OF CONTRACT:

3.1. The term of the contract shall commence on February 1, 2025, or upon approval of the Governor and Executive Council, whichever is later, through January 31, 2027, a period of approximately two (2) years.

3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

3.3. The maximum term of the Contract (including all extensions) cannot exceed four (4) years.

4. SCOPE OF WORK:

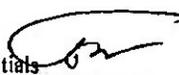
4.1. The Contractor shall provide the State of New Hampshire with annual financial audit services including but not limited to the following:

4.1.1. **AUDITING SERVICES** the Contractor shall audit the financial statements, comprised of the statements of fiduciary net position, related statements of changes in fiduciary net position, and the related notes to the Financial Statements of the Deferred Compensation Plan for each of the six (6) years ending 12/31/2020, 12/31/2021, 12/31/2022, 12/31/2023, 12/31/2024, and 12/31/2025.

4.1.2. The Administrator (Empower) has provided System and Organization Control reports (SOC-1 and SOC-2 Type 2), in accordance with Statement on Auditing Standards (SSAE) No. 18, which are available upon request. The SOC-1 report covers internal controls for financial statements and reporting and the SOC-2 report covers internal controls for security, confidentiality, processing integrity, privacy, and availability of customer data. To the extent possible, it is expected that the Contractor will rely upon control work completed for the SSAE 18 attest work. We do not contemplate travel by the Contractor to Empower or any service providers.

4.1.3. While it is anticipated the majority of the audit can be conducted remotely, the Commission will be able to provide a conference room for on-site meetings, interviews, etc. When working at the State, the Contractor will be expected to limit questioning of State staff to agreed-upon time frames (e.g., dedicated interviews and/or twice a day at specified times) to prevent unnecessary disruptions of other State workflows. The State anticipates the Contractor will supply a secure online portal to share audit documentation and sample support.

4.1.4. As the largest Plan member, the State utilizes automation through its Lawson/Infor payroll system to manage the operations of this plan for its employees, similar to other state benefit plans. With Empower's adoption of online enrollment and online deferral changes, deferrals and contributions are managed electronically, via integrations with the state payroll system. The 43 political subdivisions remit contributions directly to GWLA/Empower Retirement via check, wire or ACH. For political subdivisions, the deferral forms are submitted to the local Empower Retirement office in Concord, NH. The State or Empower can support a Contractor information request to support a statistically valid

Contractor Initials 

Date 12.23.24

sampling of data. The Scope of Services is not a request for the Contractor to perform site visits or data review for all or even a majority of political subdivisions.

4.1.5. Additional information about the Plan, Investments, Audits, and Commission meeting minutes can be found at www.nhdcp.com.

4.2. **CONTRACT AND TIME REQUIREMENTS** The State requires audit services covering plan years ending 12/31/2020, 12/31/2021, 12/31/2022, 12/31/2023, 12/31/2024, and 12/31/2025.

4.2.1. The State requires the 12/31/2020 draft audit report will be completed by May 1, 2025. Subsequent year fully completed audit reports for audit periods 12/31/2021, 12/31/2022 and 12/31/2023 will be due approximately 60 days from the issuance of the previous report, but no later than January 31, 2026. Audits for periods ending 12/31/2024 and 12/31/2025 will be due in succession, at approximate 120-day intervals, but no later than January 31, 2027. Each report may be extended to allow for additional time to complete at the States sole option.

4.2.2. The Contractor shall retain working papers and reports for a minimum of six (6) years from the date of the audit or longer if requested by the State.

4.3. **MEETINGS AND REPORTS**

4.3.1. The Contractor shall be available for an audit entrance conference with the State and the Plan Administrator, Empower. Additional meetings with Plan and State staff may be necessary during the audit and, if needed, will be held via Microsoft Teams. The Contractor will present the draft audit report, including audit findings and recommendations to the State, providing the State with an opportunity to respond to findings, before finalizing the audit. Teleconferences and/or Teams are encouraged to reduce travel costs.

4.3.2. The work shall, at all times, be subject to the State's general review and approval, and the Contractor is expected to confer with the State via the Executive Director and/or Department of Administrative Services staff periodically. If requested, the Contractor shall prepare a progress report to the State if the work fails to meet milestones and goals outlined in the agreed upon audit schedule contained in the contract.

4.3.3. Work should be scheduled to allow for review of the draft audit report by the Executive Director and/or Department of Administrative Services, and Commission. A minimum of 10 calendar days should be included to allow for the parties' responses to audit findings and recommendations, if applicable, as well as Plan management representations.

4.3.4. The Contractor shall provide the State with one digital copy of the finalized audit report, governance letter, and management letter, if applicable, at the completion of each audit.

5. **COMMERCIAL REQUIREMENTS:**

5.1. The work staff shall consist of qualified persons completely familiar with the products, programs, and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

5.2. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

5.3. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

5.4. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

5.5. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 6.1. The Contractor shall provide all Annual Financial Audit Services strictly pursuant to, and in conformity with, the specifications described in State RFP 2980-25, as described herein, and under the terms of this Contract.
- 6.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 6.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 6.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 6.5. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

- 7.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. CONFIDENTIALITY & CRIMINAL RECORD:

- 8.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C - METHOD OF PAYMENT

9. CONTRACT PRICE:

9.1. The Contractor hereby agrees to provide Annual Financial Audit Services in strict accordance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$195,000.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

10. PRICING STRUCTURE:

Audit Year	Fixed Cost
2020	\$32,500
2021	\$32,500
2022	\$32,500
2023	\$32,500
2024	\$32,500
2025	\$32,500
Total Cost	\$195,000

11. PRICING STRUCTURE (milestones):

11.1. Fixed Service Fees—Milestone Payment Schedule

11.2. The Contractor shall provide the requested Annual Financial Audit Services under a fixed-fee, deliverables-based payment arrangement. The Contractor will bill the State each month for deliverables completed in the prior month.

11.3. Payments shall not be made until review and acceptance by the State of the required backup materials as described under section 15 invoice.

12. CONTRACT RETAINAGE:

12.1. The state shall retain 5% of total fixed fees from each milestone payment, to be released upon the completion and acceptance by the State.

13. TRAVEL EXPENSES (fixed fee):

13.1. All Travel expenses including air and ground transportation, parking, meals and lodging etc. are included in the fixed rates as shown under Exhibit C section 10 Pricing Structure.

14. INVOICE:

14.1. Itemized invoices shall be submitted to the Deferred Compensation Commission after the completion of the job/services and shall include a brief description of the work done along with the location of work.

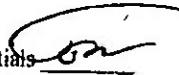
14.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

14.3. The invoice shall be sent to the following address:

By Mail: Attn. Deferred Compensation Commission
25 Capitol Street
Concord NH, 03301

15. PAYMENT:

15.1. Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

Contractor Initials 

Date 12.23.24

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 UHY LLP is a New York Limited Liability Partnership registered to transact business in New Hampshire on March 03, 2004. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 467207

Certificate Number: 0006822697



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 23rd day of December A.D. 2024.

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

David M. Scanlan

Secretary of State



UHY LLP
27725 Stansbury Blvd
Suite 210
Farmington Hills, MI 48334
(248) 355-0280
uhy-us.com

January 2, 2025

Mathew Stanton
Deputy Director
State of New Hampshire
Department of Administrative Services
Division of Procurement & Support Services
105 Pleasant Street, Rumford
Concord, NH 03301

Re: UHY LLP - State Request for Proposal #2980-25

Further to the request of Thomas Rey and Harold Mohn, both partners in UHY LLP, I hereby state the following:

I, Marc J. Lichtman, hereby certify that I am the Managing Partner of UHY LLP, a New York limited liability partnership as defined under RSA 304-A or RSA 304-D. I further certify that Thomas R. Rey, Jr. and Harold L. Mohn, Jr. are partners of UHY LLP. All partners of UHY LLP are certified public accountants and each has an equal ownership interest in the partnership. As such, Mr. Rey is authorized to bind the partnership with respect to the contract proposal referenced above. It is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupied the position indicated on the date they signed the contract and that they had full authority to bind the partnership on that date.

I have attached a copy of the UHY LLP's current partner list. Should you need anything further, please contact me directly at 248-204-9402.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Marc J. Lichtman', written over a white rectangular area.

Marc J. Lichtman
Managing Partner, UHY LLP

cc: Harold L. Mohn, Jr.
Thomas R. Rey, Jr.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2024

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).

PRODUCER Marsh & McLennan Agency LLC 15415 Middlebelt Road Livonia MI 48154	CONTACT NAME: Shauna L. McFarlane, CIC, AAI, LIC, CISR, AIS PHONE (A/C No. Ext): 734-525-2417 FAX (A/C No.): 212-607-1185 E-MAIL ADDRESS: shauna.mcfarlane@marshmma.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D : American Casualty Company of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co of Hartford	20478	INSURER B : Valley Forge Insurance Company	20508	INSURER C : Continental Insurance Company	35289	INSURER D : American Casualty Company of Reading PA	20427	INSURER E :		INSURER F :
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INSURED UHY, LLP 1185 Avenue of the Americas 38th Floor New York NY 10036	UHYADVIS													

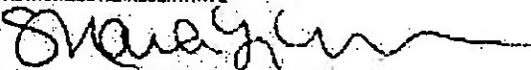
COVERAGES **CERTIFICATE NUMBER:** 1924345931 **REVISION NUMBER:**

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 INSR / Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		7015166387	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		7015166437	7/15/2024	7/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		7015166423	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	7015166390	7/15/2024	7/15/2025	<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)

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire Department of Administrative Services Division of Procurement & Support Services 105 Pleasant Street, Rumford Concord NH 03301	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 
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