

4D- 6/3/26

New Hampshire Liquor Commission



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

Joseph W. Mollica
Chairman

Kelly A. Ayotte
Governor

Nicole Brassard Jordan
Deputy Commissioner

May 13, 2026

Her Excellency, Governor Kelly A. Ayotte,
and the Honorable Council

State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (NHLC) to enter into a contract with Berry, Dunn, McNeil & Parker, LLC (VC#254300), Manchester, NH, in the amount of \$720,000.00 for financial and audit support services, with the option to renew for two additional one-year terms, effective upon Governor and Executive Council approval through June 30, 2028. Funding Source: 100% Liquor Funds.

Funds are available in the following account for Fiscal Years 2026 and 2027, and are anticipated to be available in Fiscal Year 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

02-77-77-771212-62620000; Liquor Commission, Finance and Audit, Financial Administration:

Table with 4 columns: State FY, Class-Account, Class Title, Amount. Rows for 2026, 2027, 2028, and a Total row showing \$720,000.00.

EXPLANATION

On February 20, 2026, the NHLC issued a Request for Proposals (RFP), RFP #2026-05 – Financial Services, for financial and audit support services. The RFP was publicly advertised on the NHLC website and for three days in the New Hampshire Union Leader newspaper. Additionally, the NHLC sent email notifications of the posting to vendors that had the capability to provide the needed services. One financial accounting firm, Berry, Dunn, McNeil & Parker, LLC (BerryDunn), submitted a

proposal in response to the RFP. The proposal was reviewed and evaluated by a Scoring Committee comprised of the NHLC's Director of Administration, Chief Financial Officer, and Comptroller. After scoring, BerryDunn was awarded the contract.

Through this contract, BerryDunn will provide a team of finance and audit consulting resources who will support the NHLC's Division of Finance and Audit. The resources will provide assistance with software system analysis and reconciliations, process flow documentation, and enhancement for the NHLC's Microsoft Dynamics 365-based "NextGen" solution that serves as the primary business system for the NHLC. Additionally, the consultant team will support the completion of the NHLC's Annual Comprehensive Financial Reports (ACFR).

BerryDunn 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, as well as with NH FIRST and the ACFR, means that BerryDunn is able to begin work quickly, thereby saving time and resources.

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

Respectfully submitted,



Joseph W. Mollica  
Chairman, Liquor Commission

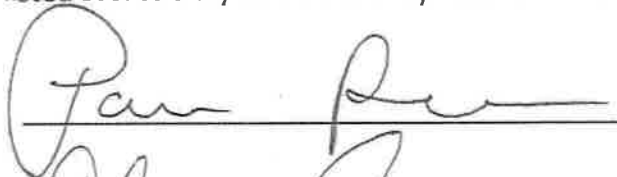
**NEW HAMPSHIRE LIQUOR COMMISSION: SCORING OF RFP 2026-05-FINANCIAL SERVICES**

CATEGORIES	POINTS	BerryDunn
<b>TECHNICAL PROPOSAL (70 Points Total)</b>		
<b>Vendor Experience and Qualifications (30 Points)</b>		
Prior Project Examples and References	10	10
Vendor Key Staff	10	10
Corporate Overview	5	5
Financial Strength and Litigation	5	5
<b>Plan for Support (40 Points)</b>		
Accounting and Audit Support	20	20
Planning, Management and Issue Resolution	15	15
Vendor Staff Availability	5	5
<b>COST PROPOSAL (30 Points Total)</b>		
Principal/Partner	5	5
Manager	10	10
Senior	10	10
Staff	5	5
<b>TOTAL POINTS SCORED</b>	<b>100</b>	<b>100</b>

The Scoring Committee Members agree that the above-listed scores truly and accurately reflect the scores assigned by the Scoring Committee in accordance with Section 8 of the RFP.

**SCORING COMMITTEE MEMBERS**

Patricia Peters, Director of Administration:



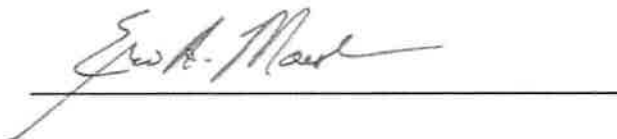
Date: 3-25-24

Christina Demers, Chief Financial Officer:



Date: 3-25-26

Eric Marsh, Comptroller Financial Reporting:



Date: 3-25-26

STATE OF NEW HAMPSHIRE  
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NHLC 2026-05 – FINANCIAL SERVICES  
AGREEMENT



# State of New Hampshire

New Hampshire Liquor Commission  
Financial Services  
NHLC 2026-05

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

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

1.1. State Agency Name New Hampshire Liquor Commission		1.2. State Agency Address 50 Storrs Street, Concord, NH 03301	
1.3. Contractor Name Berry, Dunn, McNeil & Parker, LLC		1.4. Contractor Address 1000 Elm Street, Manchester, NH 03101	
1.5. Contractor Phone Number (603)518-2600	1.6. Account Unit and Class 02-77-77-771212-62620000-502507	1.7. Completion Date June 30, 2028	1.8. Price Limitation \$720,000.00
1.9. Contracting Officer for State Christina Demers, Director of Finance and Audit		1.10. State Agency Telephone Number (603)230-7024	
1.11. Contractor Signature <i>Robert Smalley</i> Date: 5/11/2026		1.12. Name and Title of Contractor Signatory Robert Smalley, Principal	
1.13. State Agency Signature <i>Joseph W. Mollica</i> Date: 5/11/2026		1.14. Name and Title of State Agency Signatory Joseph W. Mollica, Chairman	
1.15. Approval by the NH Department of Administration, Division of Personnel (if applicable) Director: Date:			
1.16. Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> Date: 5/14/2026			
1.17. Approval by the Governor and Executive Council (if applicable) G&C item number: G&C meeting date:			

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**2. SERVICES TO BE PERFORMED**

The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

**3. EFFECTIVE DATE/COMPLETION OF SERVICES**

- 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).
- 3.2. If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.
- 3.3. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder,

including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT**

- 5.1. The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
- 5.2. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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**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 NH RSA 80:7 through RSA 80:7 c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY**

**6.1.** In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

**6.2.** During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental

disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

**6.4.** The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL**

**7.1.** The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**7.2.** The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

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**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”):

- a.** failure to perform the Services satisfactorily or on schedule;
- b.** failure to submit any report required hereunder; and/or
- c.** 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:

- a.** 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;
- b.** 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;
- c.** 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

- d.** 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

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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 NH 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**

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**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:

- a.** 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
- b.** 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 New Hampshire 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 NH RSA chapter 281-A ("Workers' Compensation").

**15.2.** To the extent the Contractor is subject to the requirements of NH 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 NH 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

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by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM**

**19.1.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

**20. CONFLICTING TERMS**

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

**21. THIRD PARTIES**

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

**22. HEADINGS**

The headings throughout the Agreement are for reference purposes only, and the words contained

therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**23. SPECIAL PROVISIONS**

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

**24. FURTHER ASSURANCES**

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

**25. SEVERABILITY**

In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**26. ENTIRE AGREEMENT**

This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A – SPECIAL PROVISIONS**

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## EXHIBIT A - SPECIAL PROVISIONS

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

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

**3.4** The Term may be extended for up to two (2), one-year terms, (“Extended Term”) at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

**3.5** Contract Continuity: Upon expiration of the initial contract term or any Extended Term, if requested in writing by the NHLC, Contractor shall continue to provide all services required under the same terms and conditions of the then-in-force contract on a month-to-month basis for a period not to exceed four (4) months to enable the NHLC to identify a satisfactory replacement.

**2. Provision 9, Termination, Section 9.2 is deleted and replaced with the following:**

**9.2** In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**9.3** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

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

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EXHIBIT A – SPECIAL PROVISIONS**

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

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

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

**3. Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:**

**10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

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

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

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

**10.6** A receiving Party also may disclose the disclosing Party’s Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall

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EXHIBIT A – SPECIAL PROVISIONS**

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require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

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

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

**4. Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

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

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

**5. The following Provisions are added and made part of the P37:**

**27. FORCE MAJEURE**

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

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

**28. REQUIREMENTS FOR WEB CONTENT AND MOBILE APPLICATION ACCESSIBILITY.**

**28.1** Under Title II of the Americans with Disabilities Act, the State is required to provide equal access to all of its services, programs, and activities that are provided or made available to the public (whether directly or through contractual, licensing, or other arrangements) via the web and mobile applications. Accordingly, all

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web content and mobile applications developed, delivered, or otherwise furnished by Contractor pursuant to the terms and conditions of this Agreement shall comply with all applicable accessibility requirements under 28 C.F.R. § 35.200 and the technical standards for web content and mobile application accessibility specified in version 2.1 of the Web Content Accessibility Guidelines at Level AA conformance.

**28.2** Contractor acknowledges and agrees that the State may require Contractor’s compliance with the web content and mobile application accessibility standards set forth in Paragraph 28.1 to be determined by a third-party selected by the State in its sole and absolute discretion.

**29. EXHIBITS/ATTACHMENTS**

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

**30. NON-EXCLUSIVE CONTRACT**

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

**31. PROHIBITED TECHNOLOGIES**

- a. No equipment or services on the Foreign Adversaries and Prohibited Technologies may be used; and
- b. No equipment or services on the FCC Covered List may be used.

**32. ORDER OF PRECEDENCE**

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- a. State of New Hampshire, New Hampshire Liquor Commission Contract Agreement NHLC 2026-05 – Financial Services P-37 as amended by Exhibit A.
- b. State of New Hampshire, NHLC 2026-05 – Financial Services Contract Agreement Exhibits in order of precedence:
  - i. Exhibit B.
  - ii. Exhibit C.
  - iii. Exhibit D.
  - iv. Exhibit E.
  - v. Exhibit F.
- c. State of New Hampshire, New Hampshire Liquor Commission RFP #2026-05- Financial Services.

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- d. Contractor Proposal Response to New Hampshire Liquor Commission RFP #2026-05- Financial Services dated March 20, 2026.

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## EXHIBIT B – SCOPE OF SERVICES

Berry, Dunn, McNeil & Parker, LLC (“BerryDunn” or “Contractor”) hereby agrees to provide the New Hampshire Liquor Commission (“NHLC” or “State”) with the Services described herein.

### 1. CONTRACTOR CONSULTANT TEAM

The Contractor shall provide a team of accounting and audit support consultants to assist the NHLC’s Division of Finance and Audit, related State staff, and other vendor teams with tasks as assigned, including but not limited to those outlined in Section 2 below. The Contractor’s team will work under the direction of the NHLC’s Director of Finance and Audit. The team shall work collaboratively with State staff and the other contractor teams supporting the NHLC’s NextGen environment. The Contractor will work openly and directly with the State audit team, including the Legislative Budget Assistant, to facilitate understanding of the support and transaction cycles. Contractor resources will be fully integrated with the NHLC Finance team. It is required that all parties actively and collaboratively participate in issue resolution even when the issue is not in their primary area of responsibility.

- a. Contractor shall perform the consulting services in accordance with the American Institute of Certified Public Accountants’ Statement on Standards for Consulting Services No.1(SSCS No.1).
- b. Contractor shall provide on-site support and assistance to the NHLC as requested by the NHLC. Contractor must assume all reasonable travel and related expenses.
- c. Contractor shall furnish all materials, tools, equipment, labor, and transportation necessary to provide the services described in this Agreement. If necessary to complete NHLC-related tasks, the NHLC may provide laptops for temporary use by Contractor personnel during the Agreement.
- d. Contractor staff assigned to work under this Agreement shall possess the qualifications, skills, and experience in the areas of government finance and accounting necessary for satisfactory completion of the work. The NHLC reserves the right to require removal or reassignment of Contractor staff found unacceptable to the State.
- e. All access to State of New Hampshire and NHLC software and computer systems will be performed using State issued equipment. The NHLC has general ledgers established in both the NHLC’s Enterprise Resource Solution, Microsoft Dynamics 365 (D365), and the State of New Hampshire’s system of record, NHFIRST.

### 2. SERVICES

Vendor shall provide services to the NHLC, including but not limited to:

- a. Support for disclosure of any new accounting pronouncements;
- b. Assist with the roll-forwards of balance sheet accounts;

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- c. Preparation of audit workpaper and supporting schedules;
- d. Support for investigating reconciling differences between NHLC general ledgers in NHFIRST and D365;
- e. Preparation of transaction cycle walk-throughs;
- f. Preparation of transaction cycle documentation;
- g. Support for preparation account reconciliations;
- h. Support for annual comprehensive financial report (ACFR) preparation including the cash flow statement;
- i. Account review in support of the financial statement audit;
- j. Preparation and validation of capital lease support for GASB 87;
- k. Preparation and validation of capital lease support for GASB 96 (SBITA);
- l. Capital asset accounting and reporting support;
- m. Debt validation and preparation of audit support;
- n. Support for NHLC's accounts receivable team;
- o. Review of accounts receivable aging/schedule; and
- p. Review of accounts payable aging/schedule.

**3. ADDITIONAL REQUIREMENTS**

- a. Contractor shall complete the work to the satisfaction of the NHLC and in accordance with the specifications herein. All the work to be done and labor to be furnished under this Agreement shall be completed and provided strictly pursuant to, and in conformity with, the specifications described herein, the best standards and practices of the profession, and any directions from the NHLC representatives as given from time to time during the progress of the work, under the terms of the Agreement.
- b. Contractor shall take all responsibility for its work under the Agreement. 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. The Contractor shall bear all losses on account of the amount or character of the work performed, or due to any error on the part of the Contractor in their estimation or expectation of project requirements
- c. Contractor and its employees shall not represent themselves as employees or agents of the State or NHLC. The use of NHLC telephones by the Contractor's personnel is prohibited. While on the State of New Hampshire's property, Contractor's personnel shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

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- d. Contractor and its employees shall perform all work in such a manner as not to inconvenience building occupants. Contractor shall determine the NHLC's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- e. Contractor and its employees shall be allowed only in areas approved by the assigned NHLC project manager. The NHLC may require that Contractor employees carry credentials indicating that they are employees of Contractor.
- f. While on-site, Contractor's personnel shall observe all regulations or special restrictions in effect at the NHLC.
- g. The Contractor shall secure and pay for all licenses and certifications necessary for the execution of work.
- h. Contractor shall remain in Good Standing with the New Hampshire Secretary of State and shall provide to the NHLC, upon the NHLC's request, a Certificate of Good Standing evidencing this status.
- i. Contractor shall maintain insurance in the types and amounts specified in Provisions 14 and 15 of the State of New Hampshire Form P-37 (See Appendix B). Additionally, Contractor shall maintain Professional Malpractice Insurance in the amount of \$1,000,000.00 for the duration of any resulting contract. Contractor shall provide to the NHLC, upon the NHLC's request, a Certificate(s) of Liability Insurance evidencing these requirements.

**4. CHANGE ORDER**

The State may make changes or revisions to the Scope of Services at any time by written Change Order. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease) and the schedule and/or the work plan to implement the changes or revisions.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost and the schedule and/or the work plan to implement the change. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

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

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

**5. PROJECT MANAGEMENT**

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Contractor Initials: 

Date: 5/11/2026

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**5.1. Project Management Outline**

The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

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

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

**5.2. The Contractor Key Project Staff**

**The Contractor's Contract Manager**

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

**The Contractor's Project Manager**

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement.

Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

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Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours to inquiries from the State and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

**Change of Project Manager**

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

**The Contractor Key Project Staff**

The State considers the following individuals to be Key Project Staff for this Project:

- a. Robert Smalley, Principal
- b. Jason Badeau, Senior Manager
- c. Justin Horr, Senior Manager
- d. Brooke Wells, Senior Consultant

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

**Termination for Lack of Project Management and Key Project Staff**

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

**5.3. The State Key Project Staff**

**The State Contract Manager**

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The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration.

**The State Project Manager**

The State shall assign a Project Manager.

The State Project Manager's duties shall include the following:

- a. Leading the Project.
- b. Engaging and managing all Contractors working on the Project.
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables.
- e. Invoice sign-offs.
- f. Review and approval of Change Orders.
- g. Managing stakeholders' concerns.

**6. SERVICES WARRANTY**

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

**7. DATA PROTECTION**

**7.1. Safeguards**

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor.

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The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

**7.2. Data Location**

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

**7.3. Security Incident or Data Breach**

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

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

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

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

**7.4. Breach Responsibilities**

This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.

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The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. The Contractor shall:

- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach.
- b. promptly implement necessary remedial measures, if necessary.
- c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:

- a. the investigation and resolution of the Data Breach.
- b. notifications to individuals, regulators or others required by State law.
- c. a credit monitoring service required by State (or federal) law.
- d. a website or a toll-free number and call center for affected individuals required by State law – all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach.
- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

**8. ADMINISTRATIVE SERVICES**

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

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NHLC 2026-05 – FINANCIAL SERVICES  
EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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## EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

### 1. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

### 2. TRAVEL EXPENSES

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

### 3. SHIPPING FEES

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

### 4. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services as permitted by the Contract and identified in Table C-8.2 below. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Service or Deliverable and identification of the Service or Deliverable for which payment is sought.

Upon acceptance of a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

The State does not pay late charges or interest.

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

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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.

**4.1 Payment Addresses**

Invoices sent via electronic mail shall be scanned and emailed to:

[APDept@liquor.nh.gov](mailto: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

**5. PAYMENTS**

Payments shall be made via check or ACH. Contractor shall complete enrollment with the New Hampshire State Treasury for vendor direct deposit prior to submission of the first invoice.

**6. OVERPAYMENTS TO THE CONTRACTOR**

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

**7. CREDITS**

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

**8. PAYMENT SCHEDULE**

**8.1. Contract Type**

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

**8.2. Contractor Resource Hourly Rates**

Contractor resources shall be provided to the NHLC at the hourly rates within Table 8.2.

Resource hours shall only be provided as requested and approved by the NHLC. Hourly rates are listed by position and calendar year.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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**Table C-8.2: Resource Hourly Rates**

<b>Position</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
Principal/Partner	\$435.00	\$440.00	\$445.00
Manager	\$320.00	\$325.00	\$330.00
Senior	\$255.00	\$260.00	\$265.00
Staff	\$135.00	\$140.00	\$145.00

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NEW HAMPSHIRE LIQUOR COMMISSION  
NHLC 2026-05 – FINANCIAL SERVICES  
EXHIBIT D – ADMINISTRATIVE SERVICES**

## EXHIBIT D – ADMINISTRATIVE SERVICES

### 1. DISPUTE RESOLUTION

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

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

**Table D-1: Dispute resolution responsibility and schedule**

Level	Contractor Point of Contact (POC)	State Point of Contact (POC)	Cumulative Allotted Time
First	Chief Financial Officer	Director of Finance and Audit	5 Days
Second	Chief Executive Officer	Chairman	10 Days

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

### 2. ACCESS AND COOPERATION

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

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Agreement.

### 3. RECORD RETENTION

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



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EXHIBIT D – ADMINISTRATIVE SERVICES**

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

**4. ACCOUNTING**

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

**5. AUDIT**

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

**6. MISCELLANEOUS WORK REQUIREMENTS**

**6.1. Access to State Systems**

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

**a. Computer Use**

Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

Information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.

At no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

All software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal.

**STATE OF NEW HAMPSHIRE  
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NHLC 2026-05 – FINANCIAL SERVICES  
EXHIBIT D – ADMINISTRATIVE SERVICES**

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Unauthorized software (including but not limited to palmtop sync software) shall not be installed on any State equipment.

If Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

Computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

**b. Email Use**

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

**c. Internet/Intranet Use**

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

**6.2. State Website Copyright**

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

**6.3. Workspace Requirement**

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor’s staff when they are on site.

Remainder of this page intentionally left blank.

**STATE OF NEW HAMPSHIRE  
 NEW HAMPSHIRE LIQUOR COMMISSION  
 NHLG 2026-05 – FINANCIAL SERVICES  
 EXHIBIT E – TERMS AND DEFINITIONS**

## EXHIBIT E – TERMS AND DEFINITIONS

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

TERM	DEFINITION
<b>Confidential Information</b>	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other.</p> <p>Confidential Information includes any and all information owned or managed by the State of New Hampshire, of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
<b>Data</b>	<p>State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.</p>
<b>Data Breach</b>	<p>Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for another than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. Regarding Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.</p>
<b>Deliverable</b>	<p>Any written, software, or non-software item (letter, report, manual, book, code, or other) provided by the Contractor to the State or under the terms of a Contract requirement.</p>

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 NHLC 2026-05 – FINANCIAL SERVICES  
 EXHIBIT E – TERMS AND DEFINITIONS**

<b>Non-Public Information</b>	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
<b>Personal Information</b>	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Proposal</b>	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
<b>Security Incident</b>	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
<b>Services</b>	The work or labor to be performed by the Contractor on the Project as described in a contract.
<b>State Data</b>	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.

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EXHIBIT E – TERMS AND DEFINITIONS**

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<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
<b>Term</b>	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.

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STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LIQUOR COMMISSION  
NHLC 2026-05 – FINANCIAL SERVICES  
EXHIBIT F – CONTRACTOR CERTIFICATES

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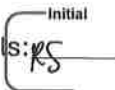
## EXHIBIT F – CONTRACTOR CERTIFICATES

### CONTRACTOR CERTIFICATES

The following Contractor certificates are attached and incorporated by reference:

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

Remainder of this page intentionally left blank.



# 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: **0007921987**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of May A.D. 2026.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

I, Sarah 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 the New Hampshire 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 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 7th day of May 2026.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chief Executive Officer of the company this 7th day of May 2026.



Sarah Belliveau  
Chief Executive Officer  
Berry, Dunn, McNeil & Parker, LLC

STATE OF Maine  
COUNTY OF Cumberland

On May 7, 2026, 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.



Signature of Notary or Justice of the Peace

Notary Seal

Name/Title of Notary or Justice of Peace

My Commission Expires: KATHLEEN J. FICKETT

NOTARY PUBLIC  
State of Maine  
My Commission Expires  
December 5, 2030





# CERTIFICATE OF LIABILITY INSURANCE

1/1/2027

DATE (MM/DD/YYYY)

5/1/2026

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> Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 keasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Guarantee and Liab. Ins. Co.</td> <td>26247</td> </tr> <tr> <td>INSURER B : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER C : Maine Employers' Mutual Insurance Co</td> <td>11149</td> </tr> <tr> <td>INSURER D : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER E : MS Transverse Specialty Insurance Company</td> <td>41807</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Guarantee and Liab. Ins. Co.	26247	INSURER B : American Zurich Insurance Company	40142	INSURER C : Maine Employers' Mutual Insurance Co	11149	INSURER D : Zurich American Insurance Company	16535	INSURER E : MS Transverse Specialty Insurance Company	41807	INSURER F :
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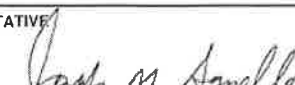
**INSURED**  
1576376 **BERRY, DUNN, MCNEIL & PARKER, LLC**  
2211 CONGRESS STREET  
PORTLAND ME 04102

**COVERAGES**                      **CERTIFICATE NUMBER:** 23465198                      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	CPO6380270-00	4/30/2026	4/30/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> <b>HIRED PHYS DAMAGE</b> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	CPO6380270-00	4/30/2026	4/30/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX HIRED PHYS DAMA \$ 50,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	AUC6296482-00	4/30/2026	4/30/2027	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A		N	510180049	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>PROPERTY</b>	N	N	CPO6380270-00	4/30/2026	4/30/2027	BLANKET BPP: \$6,390,192
E	<b>PROFESSIONAL LIABILITY</b>			MSTAPL-00052	4/1/2026	4/1/2027	\$10,000,000 AGGREGATE

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

<b>CERTIFICATE HOLDER</b>  <b>23465198</b> New Hampshire Liquor Commission 50 Storrs 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 
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