Dear Heather Clough:

[Insert name of signor ______________________________ ], on behalf of [insert name of entity submitting Bid ______________________________ ](collectively referred to as “Vendor”) hereby submits an offer as contained in the written Bid submitted herewith (“Bid”) to the State of New Hampshire in response to RFB #563-18 for catering services (“RFB”) at the price(s) quoted herein in complete accordance with the RFB.

_____________________________ is authorized to legally obligate ______________________________________

Print Signor Name                            Print Company Name

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the RFB.

2. The Vendor has not altered any of the language or other provisions contained in the RFB document.

3. The Bid is effective for a period of one hundred and twenty (120) days from the bid submission deadline of March 9, 2017

4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.

5. The Vendor has read and fully understands this RFB.

Vendor’s official point of contact is: ______________________________

Telephone: ___________________ Email: ______________________________

Authorized Signor’s Name Printed ______________________________

Authorized Signor Signature ______________________________

COUNTY: __________________ STATE: __________________

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the _____ day of _______________, 2017, there appeared before me, the State and County foresaid a person who satisfactorily identified him/herself as ______________________________ and acknowledge that he/she executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

_________________________________________________________

(Notary Public/Justice of the Peace)

My commission expires: ______________________________ (Date)
I. PURPOSE:

This is a Request for Bid (RFB) issued by the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services, to establish a catering service contract (or contracts), pursuant to the specifications of this bid invitation and any resulting contracts.

The term of any resulting contracts shall be for a period of approximately three (3) years commencing upon July 1, 2017 or upon Governor & Council approval (whichever happens later) and ending thereafter on June 30, 2020. The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

II. BIDDING TERMS AND CONDITIONS

SPECIFICATIONS:

In responding to the RFB, the bidder shall address all requirements for information as outlined herein. The successful contractor must be capable of providing the State of NH agency with maintenance services without any delay or substitution.

Bidder must bid on all service requirements to be considered, partial offers will not be considered.

VENDOR CERTIFICATIONS:

ALL bidders MUST be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Bidders MUST have a completed Vendor Application and Alternate W-9 Form which MUST be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): https://das.nh.gov/purchasing/vendor.asp

- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: A bid award, in the form of a purchase order or contract, will ONLY be awarded to a vendor who is CURRENTLY registered to do business AND in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: http://sos.nh.gov/corp_div.aspx.

VENDOR RESPONSIBILITY:

The successful vendor shall be solely responsible for meeting all terms and conditions specified in the RFB, their bid, and any resulting contract. Any subcontracted vendor shall first be approved by the State. The vendor shall remain wholly responsible for performance under the contract and will be considered the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any contract.

TERMS OF SUBMISSION:

All material received in response to this RFB shall become the property of the Department of Safety (DOS), Division of Fire Standards & Training and Emergency Medical Services, and will not be returned to the vendor. Regardless of the vendors selected, DOS reserves the right to use any information presented in a bid response. The content of each vendor’s bid shall become public information once a contract has been awarded.
LIABILITY:
The State shall not be held liable for any costs incurred by the vendor in the preparation of their proposal or for work performed prior to contract issuance.

CERTIFICATE OF INSURANCE:
Prior to performing any services for the State, vendors awarded a contract shall be required to:

- Submit proof of comprehensive general liability insurance in accordance with Section 14 of the P-37 contract. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

- Certify compliance with, or exemption from, the requirements of NH RSA 281-A, Workers’ Compensation, in accordance with Section 15 of the P-37 contract.

CONTRACT TERMS AND CONDITIONS:
The form contract P-37 included herein shall be part of this bid and the basis for contract discussions. The successful vendor and the State, following notification of award, shall promptly execute this form of contract, which is to be completed by incorporating the service requirements and price conditions established by the vendor’s offer.

BID INQUIRIES/CLARIFICATIONS:
All questions regarding this RFB, including clarifications and proposed specification changes must be submitted to Heather Clough, Department of Safety (DOS), Division of Fire Standards & Training and Emergency Medical Services, at heather.clough@dos.nh.gov. All requests must be received in writing no later than 9:00 AM on March 6, 2017.

Vendor must include complete contact information including the vendor's name, telephone number and fax number and e-mail address.

ADDENDUM:
In the event it becomes necessary to add or revise any part of this bid prior to the scheduled Bid Opening/Due Date, the Division of Fire Standards & Training and Emergency Medical Services shall post any Addenda on the website. It is a vendor’s responsibility to access the website to ensure no bidding opportunity or addenda are overlooked which may impact this bid. The web address is http://www.admin.state.nh.us/purchasing/.

BID OPENING/DUE DATE:
All bid submissions must be received at the Department of Safety (DOS), Division of Fire Standards & Training and Emergency Medical Services no later than 2:00 PM EST on March 9, 2017. Submissions received after the date and time specified will be marked as late and will not be eligible for consideration in the evaluation process. There will be no exceptions to this requirement.

All offers shall remain valid for a period of one hundred and twenty (120) days from the Bid Due Date. A vendor’s disclosure or distribution of proposals other than to DOS, Division of Fire Standards & Training and Emergency Medical Services, will be grounds for disqualification. No more than one (1) bid per respondent should be submitted.
**BID SUBMISSION:**

Vendors shall submit their bid in its entirety via hand-delivery, mail (address below), or fax (603-271-1091) to:

Mailing Address:
Heather Clough  
NH Department of Safety  
Division of Fire Standards & Training and Emergency Medical Services  
33 Hazen Drive  
Concord, NH 03305

Hand-Delivered:  
Heather Clough  
NH Department of Safety  
Division of Fire Standards & Training and Emergency Medical Services  
98 Smokey Bear Blvd.  
Concord, NH 03305

Proposal responses shall be marked as:  
State of New Hampshire RFB 563-18  
Due Date: 03/09/2017 @ 2:00 PM

**CATERING SERVICES**

**BID RECEIPT AND OPENING:**

To preserve the integrity of the bidding process, bids will not be made public at the time of bid opening. For Vendors wishing to attend the bid opening, only the names of the responders and the prices offered will be read.

**AWARD CONSIDERATION:**

The contract award shall be based upon the total of 75 meals of a full luncheon, the total of 75 meals of a luncheon/dinner sandwich setup or boxed sandwich meal, and 75 meals of a full dinner. The State reserves the right to cancel all or any part of this RFB at any time. Cancellation of this RFB, in whole or in part, shall not bar the State from issuing an RFB for the same services or from purchasing the same services through other means.

If necessary, the vendor agrees to submit a properly executed State agreement form P37 and provide required supporting documentation/certifications within fifteen (15) business days of being notified they were the lowest bidder. Any agreement(s) that may result from this RFB shall not be binding on either party until final approval.

**NOTIFICATION AND AWARD OF CONTRACTS:**

Department of Safety (DOS), Division of Fire Standards & Training and Emergency Medical Services, shall provide written notification to a vendor who is awarded a contract relative to this RFB. Public announcements or news releases pertaining to any contract awarded shall not be made without the written permission of DOS.

Bid results will not be given by telephone. Bid results will be made public at the time of bid award which occurs upon the approval. Bid results may be viewed on our website at http://www.admin.state.nh.us/purchasing/vendorresources.asp
INVOICING AND PAYMENT:

The majority of time in which catering services are requested, the location will be the Fire Academy/IPOC campus. Occasionally catering services may be required at alternative locations, the vendor shall state any additional fees for services greater than the distance from the vendor’s locations to the Fire Academy/IPOC campus.

Fire Academy/IPOC Campus
State of New Hampshire
Department of Safety
98 Smokey Bear Blvd
Concord, NH 03305

Invoices shall be submitted to the appropriate Division within the Department of Safety, which schedules the catering services, upon completion of services. Payment of said invoices shall be paid in full within thirty (30) days after receipt of properly documented invoices and acceptance of the work to the State’s satisfaction.

FIRE STANDARDS & TRAINING AND EMERGENCY MEDICAL SERVICES

HOMELAND SECURITY AND EMERGENCY MANAGEMENT

OFFICE OF THE COMMISSIONER

STATE POLICE

SAFETY SERVICES

FIRE SAFETY

EMERGENCY COMMUNICATIONS

The vendor shall issue invoices to the address below. The invoice shall include the above Division who requested the services.

State of New Hampshire
Department of Safety
33 Hazen Drive
Concord, NH 03305

III. SPECIFICATIONS FOR CATERING SERVICES:

Services:
The vendor shall provide the following maintenance services effective from July 1, 2017 or upon Governor & Council approval (whichever happens later) through June 30, 2020.

SECTION A:
The caterer shall agree to provide the services outlined below including, but not limited to delivery, setup & service for a minimum of one hour (stay & serve or stay & observe, unless otherwise agreed upon), clean up and material removal. In some instances, the vendor will be required to stay for longer stretches of time. The vendor shall state any additional cost to the State if there shall be a charge for service over and above one hour. Please note that most catering is for firefighters that may require increased portions as a rule. A special request for tablecloths and china (china service) may be made for an additional cost and with prior notification. The department is estimating approximately 5,000 meals per fiscal year.

The Department of Safety shall provide the vendor with a minimum of 2 calendar days notice in which service shall be needed and order a minimum of 10 meals per service.
Coffee Station:

Coffee (regular and decaf), tea, milk, creamer, sugar, Splenda, Equal, cups and stirrers.

Cost per person: $ ________

Continental Breakfast:

Muffins
Bagels
Fresh Fruit or Fruit Salad
Coffee and Tea with milk, creamer, sugar, Splenda, and Equal
Bottled Water
Juice(s)
Butter
Jellies and Jams
Cream Cheese
A Vegetarian and/or Gluten Free substitute option available upon request.
ALL associated condiments, plates, cups, napkins, forks, spoons, knives, stirrers, etc.

Cost per person:  $ _____

Full Breakfast:

Eggs (specify style)
Breakfast Meat (sausage and/or bacon)
Breakfast Potato
Fresh Fruit or Fruit Salad
Pancakes and/or French Toast
Muffins
Bagels
Butter
Jellies and Jams
Cream Cheese
Coffee and Tea with milk, creamer, sugar, Splenda, and Equal
Bottled Water
Juice (s)
A Vegetarian and/or Gluten Free substitute option available upon request.
ALL associated condiments, plates, cups, napkins, forks, spoons, knives, stirrers, etc.

Cost per person: $ ______

Full Luncheon:

Hot entrée variety (supply 10 standard options to pick from with bid submission)
Bread(s)
Dessert(s)
Salad(s)
Individual prepackaged bags of chips
Coffee and Tea with milk, creamer, sugar, Splenda, and Equal
Bottled Water
Soft Drink(s)
A Vegetarian and/or Gluten Free substitute option available upon request.
ALL associated condiments, plates, cups, napkins, forks, spoons, knives, stirrers, etc.

Cost per person: $ ______
**Luncheon/Dinner Sandwich Setup or boxed sandwich meal:**
- Sandwich meat(s) (Deli Turkey, Ham and Roast Beef)
- Bread(s) and/or Rolls
- Tomato, Lettuce and Pickles for Sandwiches
- Individual prepackaged bags of chips
- Salad(s)
- Soup
- Desserts
- Butter
- Coffee and Tea with milk, creamer, sugar, Splenda, and Equal
- Bottled Water
- Soft Drinks
- A Vegetarian and/or Gluten Free substitute option available upon request.
- ALL associated condiments, plates, cups, napkins, forks, spoons, knives, stirrers, etc.

  **Cost per person:** $ _______

**Full Dinner:**
- Hot entrée variety (supply 10 standard options to pick from with bid submission)
- Bread(s) and/or Rolls
- Dessert(s)
- Salad(s)
- Coffee and Tea with milk, creamer, sugar, Splenda, and Equal
- Bottled Water
- Soft Drink(s)
- Butter
- A Vegetarian and/or Gluten Free substitute option available upon request.
- ALL associated condiments, plates, cups, napkins, forks, spoons, knives, stirrers, etc.

  **Cost per person:** $ _______

**The State of New Hampshire, Department of Safety shall agree to provide the following support services:**
1. Trash removal and general site maintenance
2. Reasonable access to the facility for set-up and breakdown of materials

All prices are using the food listed on this quote form. All pricing shall stay in effect until June 30, 2020.

Outside agencies or non-state organizations, not mentioned in this contract, will hold events at the Fire Academy and may be directed to the vendor awarded this contract. These agencies shall be entitled the same pricing within this contract, and shall be invoiced and paid directly from the other agency. These other non-state organizations are eligible to be charged any State Rooms/Meals Tax.

**SECTION B:**
**This contract shall serve as a secondary food service for the Emergency Operations Center during activations.**

The contractor shall be able to provide 24 hours a day, 7 days a week, 365 days a year (including weekends and holidays) service on a 4 hour notice in the event the Department determines an emergency in which these services are needed. If the contractor shall charge a fee for less than 4 hour notice due to an activation of the Emergency Operations Center, the vendor shall include this fee in their bid.

**IV. OFFER:**

The undersigned bidder hereby agrees to catering services in compliance with all the requirements of this bid invitation at the following prices for the term of the contract. The prices indicated should be government /or educationally discounted prices.
QUALIFICATION OF CONTRACTORS:

The contractor shall provide, at least 2 clients currently being serviced and that the clients listed demonstrate successful services for the makes and types of catering services listed within this bid.

List of Clients: _____________________, Contact person, __________________________ Phone #______________
_____________________, Contact Person, __________________________ Phone #______________

BIDDER TO COMPLETE

CONTRACTOR NAME & ADDRESS _________________________________________________________________
________________________________________________________________________

CONTACT PERSON  __________________________________________________________________________

CONTACT PERSON E-MAIL __________________________________________________________________________

TEL. #_________________       FAX#_________________ EMAIL _______________

EMERGENCY RESPONSE NUMBER ________________________________________________________________

REMIT ADDRESS     __________________________________________________________________________
________________________________________________________________________

TEL. #_________________   FAX#_________________ E-MAIL ________________
The bidder hereby offers to provide catering services to the State of New Hampshire in accordance with all the requirements of this bid for the entire contract term.

COMPANY:  

CONTRACT:  

ADDRESS:  

CITY:  

STATE:  ___________  ZIP:  ___________  

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### QUOTES for July 1, 2017 – June 30, 2018

<table>
<thead>
<tr>
<th>PER PERSON COSTS</th>
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<tbody>
<tr>
<td>Continental breakfast</td>
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<tr>
<td>Full breakfast</td>
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<td>Full luncheon</td>
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<tr>
<td>Additional cost per person for China service:</td>
<td>$</td>
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<td>$</td>
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</tbody>
</table>

**In addition to the prices listed above, include list of 10 hot entrees options.**

The quote given shall be in effect until June 30, 2020.

Signed:  

Date:  

Printed Name:  

Position:  

Submit with other forms to:  NH Department of Safety, Division of Fire Standards & Training and EMS, 33 Hazen Drive, Concord, NH 03305, Attention:  Heather Clough.
**AGREEMENT**

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

**GENERAL PROVISIONS**

<table>
<thead>
<tr>
<th>1. Identification.</th>
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</thead>
<tbody>
<tr>
<td>1.1 State Agency Name</td>
<td>1.2 State Agency Address</td>
</tr>
<tr>
<td>1.3 Contractor Name</td>
<td>1.4 Contractor Address</td>
</tr>
<tr>
<td>1.5 Contractor Phone Number</td>
<td>1.6 Account Number</td>
</tr>
<tr>
<td>1.7 Completion Date</td>
<td>1.8 Price Limitation</td>
</tr>
<tr>
<td>1.9 Contracting Officer for State Agency</td>
<td>1.10 State Agency Telephone Number</td>
</tr>
<tr>
<td>1.11 Contractor Signature</td>
<td>1.12 Name and Title of Contractor Signatory</td>
</tr>
<tr>
<td>1.13 Acknowledgement: State of , County of</td>
<td></td>
</tr>
</tbody>
</table>

On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

<table>
<thead>
<tr>
<th>1.14 State Agency Signature</th>
<th>1.15 Name and Title of State Agency Signatory</th>
</tr>
</thead>
</table>

Date:

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On:

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

Page 1 of 4
2. EMPLOYMENT OF CONTRACTOR/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 A 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 as indicated in block 1.18, 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 1.14 ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this
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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all 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.
9.2 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.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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/DELEGAION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. 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 maintain in force, and shall require any sub contractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive 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; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials __________________
Date __________________
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. 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.

24. 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 relating hereto.