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Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

February 28, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH

100% Youth Employment Funds

REQUESTED ACTION

Authorize the Department of Education, Division of Adult Learning and Rehabilitation to amend contract #1021528 with New England Farm Workers Council, 11-13 Hampden Street, Springfield, MA 01103 (Vendor Code 224811) by (1) modifying the end date from June 30, 2013 to May 31, 2013, (2) decrease the contract price by \$105,285.12 from \$315,759 to an amount not to exceed \$210,473.88 according to the following.

<u>Account No.</u>	<u>Amount</u>	<u>Fiscal Year</u>
565010-4095-102-0731(100% Other)	\$ 43,805.20	2012
565010-4095-102-0731 (100% Other)	\$166,668.68	2013

EXPLANATION

The New Hampshire Department of Education received Governor and Council approval on February 8, 2012, Item #70, to enter into a contract with New England Farm Workers Council to provide a minimum of 25 eligible out-of school youth aged 18-24 with employment and training services in the Greater Manchester area. A no cost extension to the original Governor and Council approved contract was approved on December 19, 2012, item #67 to extend the end date of the program to June 30, 2013.

This amendment to the program will reduce the funding to anticipated expenditures and ensure that current program participants will continue to receive academic and work readiness training throughout the remainder of the program.

In the event that Other funds become unavailable, General funds will not be requested to support this program.

Respectfully submitted,
Virginia M. Barry
Virginia M. Barry, Ph.D.
Commissioner of Education

AMENDMENT TO SERVICES CONTRACT

Now comes the New Hampshire Department of Education, Division of Career Technology and Adult Learning, hereinafter "the Agency" and New England Farm Workers Council of Springfield, Massachusetts hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on February 8, 2012 (item #70), amended and approved by Governor and Council on December 19, 2012 and hereby agree to modify same as follows:

Agreement-General Provisions block 1.7 Completion Date be changed from June 30, 2013 to May 31, 2013;

Agreement-General Provisions block 1.8 Price Limitation be changed from \$315,759 to \$210,473.88;

	FY 12	FY13	Total
Skill Training (OJT/tuition)	\$7,510.50	\$58,422.40	\$65,932.90
Staff Salaries/Wages	20,428.75	59,931.25	80,360.00
Fringe Benefits	6,128.62	17,979.44	24,108.06
Travel/Transportation	531.85	2,968.15	3,500.00
Communications	813.64	2,186.36	3,000.00
Expendable Supplies	516.09	1,233.91	1,750.00
Facilities	1,595.00	12,505.00	14,100.00
Insurance	295.50	390.50	686.00
Support Services	2,238.97	2,350.75	4,589.72
Other – copy, lease	208.10	506.43	714.53
Indirect (9%)	3,538.18	8,194.49	11,732.67
Total	\$43,805.20	\$166,668.68	\$210,473.88

Final invoicing is to be received on or before June 14, 2013 by NH Department of Education. No additional funds will be paid after this invoice.

All other provisions of this contract remain in effect.

This modification shall be effective on date of Governor and Council approval.

This modification of an existing agreement is hereby incorporated by reference to the existing Agreement by the parties and must be attached to the said agreement.

Virginia M. Barry
Virginia M. Barry, Ph.D. Commissioner

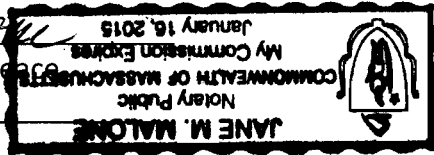
Heniberto Flores
Name and Title of Contractor Signatory
Heniberto Flores, President

THE STATE OF MASSACHUSETTS
COUNTY OF NAMPDEN

On FEBRUARY 28, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledges that (s)he has executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereto have set my hand and official seal.

Jane M. Malone
Notary Public/Justice of the Peace
Commission Expires _____



Approved as to form, substance, and execution by the Attorney General this 12th day of March, 2013.

3/12/13
Date

[Signature]
Attorney General
Civil Bureau - Attorney

Contractor Initials [Signature]
Date 2/28/2013

APR 19 2009
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535
THOMAS W. MALONE

Certificate of Authority

I, John D. Motto, Clerk/Secretary of New England Farm Workers' Council, Inc. do hereby certify that :

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on February 28, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: New England Farm Workers' Council, Inc will enter into a contract amendment with the NH Department of Education to provide employment and training services to out of school youth. This resolution shall remain in effect until specifically revoked.

That: New England Farm Workers' Council, Inc. Board of Directors has named Heriberto Flores as having authority to sign the contract amendment with the NHDOE

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on _____, 20____.
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Heriberto Flores President
Heriberto Flores CEO

Vice President
John D. Motto Secretary
John D. Motto Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 28th day of February 2013.

(Corporate Seal if any)

John D. Motto
Clerk/Secretary

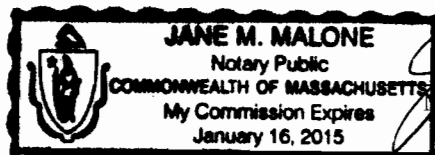
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF ~~NEW HAMPSHIRE~~ MASSACHUSETTS

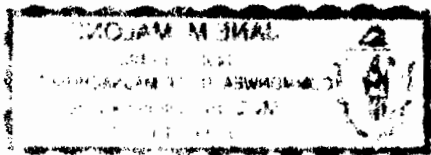
COUNTY OF HAMPDEN

On FEBRUARY 28, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.



Jane M. Malone
Notary Public/Justice of the Peace



State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW ENGLAND FARM WORKERS' COUNCIL, INC., a(n) Connecticut nonprofit corporation, registered to do business in New Hampshire on October 30, 1979. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of February, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



NEWENGL-09

SZCY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2012

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FieldEddy Insurance 96 Shaker Road P.O. Box 709 East Longmeadow, MA 01028-0709	(413) 733-3131	CONTACT NAME: Cynthia Szafir	
		PHONE (A/C No. Ext.): (413) 733-3131 112 FAX (A/C No.): (413) 733-3191 E-MAIL ADDRESS: cszafir@fieldeddy.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED New England Farm Workers Council, Inc c/o Partners for Community 11-13 Hampden St Springfield, MA 01103	INSURER A: Great American Insurance Co		
	INSURER B: Travelers Property Casualty Co of America (
	INSURER C: Travelers Casualty and Surety Co of America		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		PAC3151303	6/30/2012	6/30/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$,000,000/3,000,000
A	AUTOMOBILE LIABILITY			CAP3151304	6/30/2012	6/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Incl in CSL
A	UMBRELLA LIAB			UMB3151305	6/30/2012	6/30/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	7PJUB4744P388	6/26/2012	6/26/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	<input type="checkbox"/> 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
C	Bonds			103947866	10/27/2011	10/27/2012	Employee Dishonesty \$100,000

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

Social Services Agency

The NH Dept. of Education is included as an additional insured as required by contract.

CERTIFICATE HOLDER**CANCELLATION**

N.H. Dept of Education
 Bonnie St Jean
 Out of School Youth Program
 21 South Fruit Street Ste 20
 Concord, NH 03301-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul K. Leather
Deputy Commissioner
Tel. 603-271-7301

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

November 5, 2012

His Excellency, Governor John Lynch
and the Honorable Council

State House
Concord, NH

REQUESTED ACTION

Authorize the Department of Education, Division of Adult Learning and Rehabilitation to amend contract #1021528 with New England Farm Workers Council, 11-13 Hampden Street, Springfield, MA 01103 (Vendor Code 224811) by modifying the end date from December 31, 2012 to June 30, 2013. Funding is 100% Other Funds as follows:

06-056-056 565010-40950000-102-500731 FY 2013 \$156,925.

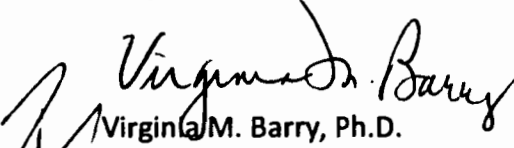
EXPLANATION

The New Hampshire Department of Education received Governor and Council approval on February 8, 2012, Item #70, to enter into a contract with New England Farm Workers Council to provide a minimum of 25 eligible out-of school youth aged 18-24 with employment and training services in the Greater Manchester area.

As of August 24, 2012, New England Farm Workers Council has recruited and enrolled 42 participants. The Council will recruit a total of sixty eligible participants to ensure that an adequate pool of potential candidates with varied skills and experience are available for interested and developed employers.

The no cost extension to June 30, 2013 will ensure that the youth that are placed receive on the job training and will obtain the necessary skills to be successful in continuing with their professional development long after the completion of their program.

Respectfully submitted,


Virginia M. Barry, Ph.D.
Commissioner of Education

AMENDMENT TO SERVICES CONTRACT

Now comes the New Hampshire Department of Education, Division of Career Technology and Adult Learning, hereinafter "the Agency" and New England Farm Workers Council of Springfield, Massachusetts hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on February 8, 2012 (item #70) and hereby agree to modify same as follows:

Agreement-General Provisions block 1.7 Completion Date be changed from December 31, 2012 to June 30, 2013.

All other provisions of this contract remain in effect.

This modification shall be effective on date of Governor and Council approval.

This modification of an existing agreement is hereby incorporated by reference to the existing Agreement by the parties and must be attached to the said agreement.

Virginia M. Barry
Virginia M. Barry, Ph.D. Commissioner

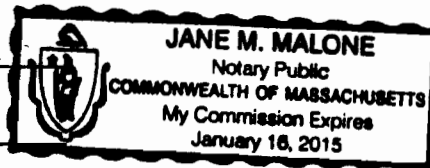
[Signature]
Name and Title of Contractor Signatory

THE STATE OF MASSACHUSETTS
COUNTY OF HAMPDEN

On November 13, 2012, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledges that (s)he has executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereto have set my hand and official seal.

Jane M. Malone
Notary Public/Justice of the Peace
Commission Expires _____



Approved as to form, substance, and execution by the Attorney General this 20th day of Nov. Dec, 2012. (pa)

11/20/12 12/4/12
Date (pa)

[Signature]
Attorney General

Certificate of Authority

I, John D Motto, Clerk/Secretary of New England Farm Workers Council Inc do hereby certify that :

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on December 3, 2012, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: New England Farm Workers' Council, Inc. will enter into a contract amendment with the NH Department of Education to provide employment and training services to out of school youth. This resolution shall remain in effect until specifically revoked.

That: The New England Farm Workers' Council, INC. Board of Directors has named Heriberto Flores as having authority to sign the contract amendment with NHDOE.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on _____, 20____.
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Heriberto Flores President
Heriberto Flores CEO

Vice President
John D. Motto Secretary
John D. Motto Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 3rd day of December 2012.

(Corporate Seal if any)

John D. Motto
Clerk/Secretary

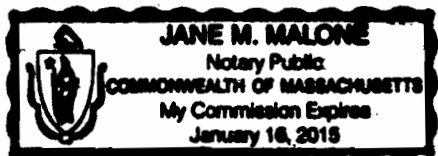
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF ~~NEW HAMPSHIRE~~ MASSACHUSETTS

COUNTY OF HAMPDEN

On December 3, 2012, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

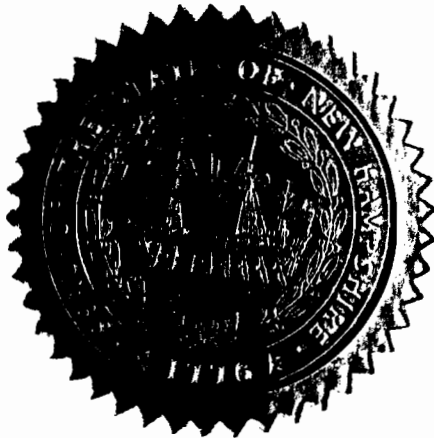


Jane M. Malone
Notary Public/Justice of the Peace

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW ENGLAND FARM WORKERS' COUNCIL, INC., a(n) Connecticut nonprofit corporation, registered to do business in New Hampshire on October 30, 1979. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of October, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144



16W24 12/20
Old RQ 126642
PO# 1021528
Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

2-8-12
#70
approved

December 22, 2011

His Excellency, Governor John Lynch
and the Honorable Council
State House
Concord, NH

REQUESTED ACTION

1. Authorize the Department of Education, Division of Career Technology and Adult Learning to enter into a contract with New England Farm Workers' Council, 11-13 Hampden Street, Springfield, MA 01103 (Vendor Code 224811) to provide youth services, employment, and training, as defined in Public Law 105-220 in the greater Manchester Area in the State of New Hampshire from date of Governor and Council approval through December 31, 2012 in an amount not to exceed \$315,759.00. Funding is 100% Other. Funding is available as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

<u>Account No.</u>	<u>Amount</u>	<u>Fiscal Year</u>
565010-4095-102-0731	\$158,834	2012
565010-4095-102-0731	\$156,925	2013

Line 1 - 157,850.00
Line 2 - 954.00

2. Authorize the Department of Education to make advanced monthly payments for services provided under the terms of the contract.

EXPLANATION

The New Hampshire Department of Education has been awarded \$2,149,952.00 for FY12 and anticipates similar funding for FY13 by the NH Department of Resources and Economic Development, Office of Workforce Opportunity. NH Department of Resources and Economic Development is the administrative entity designated by the Governor of the State of New Hampshire to receive and administer the Workforce Investment Act (WIA) funds allocated to the State of New Hampshire from the U. S. Department of Labor. These funds will be used for the implementation and oversight of the WIA Title I Youth program.

The purposes for the WIA Title I Youth funds are: (1) to provide to eligible youth seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers; (2) to provide occupational skill training aligned with career majors/paths, as appropriate, supportive services and transition links; (3) to provide opportunities for training to eligible youth; (4) to provide continued supportive services for eligible youth; (5) to provide incentives for recognition and achievement to eligible youth;

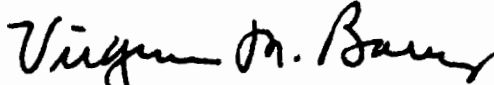
The youth services, employment, and training contract will fulfill all the above-mentioned purposes.

A Request for Proposal (RFP) was released the week of December 12, 2010. The RFP was sent to all high schools, community based organizations and faith based organizations that were on the WIA Youth mailing list for potential and former vendors. The RFP was based on the Workforce Investment Act essential elements and compliance with the requirements. A copy of the RFP was included on the NH Department of Education and NH Works web pages as well as the Manchester Union Leader and Sunday News on December 12 through December 14, 2010. Sixteen (16) proposals were reviewed utilizing an evaluation tool that was developed based on the Request for Proposal requirements and scoring system established by the Youth Council and included in the RFP (see Attachment A).

An advance payment on a monthly basis is being requested to cover costs that will be incurred with the contract. Additionally, it is requested to reduce the 25% withholding provision to 10%, as it will be necessary for the contractor to cover staff costs so that they can provide timely and appropriate services as outlined in the contract.

In the event that Other funds become unavailable, General funds will not be requested to support this program.

Respectfully submitted,


Virginia M. Barry, Ph.D.
Commissioner of Education

Subject:

New England Farm Workers' Council

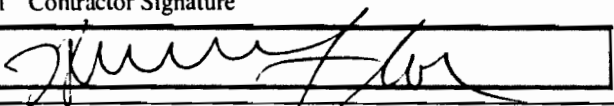

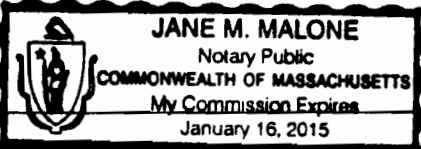
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NHDOE-Division of Career Technology & Adult Learning		1.2 State Agency Address 21 South Fruit St., Suite 20, Concord, NH 03301	
1.3 Contractor Name New England Farm Workers' Council		1.4 Contractor Address 11-13 Hampden Street, Springfield, MA 01103	
1.5 Contractor Phone Number 413.272.2200	1.6 Account Number 565010-4095-102-0731	1.7 Completion Date 12/31/2012	1.8 Price Limitation \$315,759.00
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner		1.10 State Agency Telephone Number 603.271.3471	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Heriberto Flores, Chairman/Pres./Ex. Director	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>HAMPDEN</u> On <u>12/13/11</u> , 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 			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory Paul K. Leather, Deputy Commissioner	
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) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.