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State of New Hampshire

DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

March 31, 2104

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

Requested Action

Pursuant to RSA 21-P:12-a(c), authorize the Department of Safety to enter into a three year agreement with Contigiani's Catering Service, Inc. (VC#155874-B001), 11 Durkee Street, Laconia, New Hampshire 03246 in an amount not to exceed \$164,800.00 to provide catering services for students, activations of the Emergency Operations Center, and other events. Effective July 1, 2014 or upon Governor and Council approval (whichever is later) through June 30, 2017. Funding source is listed below.

Funds are anticipated to be available in the SFY 2015 operating budget and are contingent upon availability and continued appropriations in SFY2016, and SFY2017 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

| | <u>FY2015</u> | <u>FY2016</u> | <u>FY2017</u> | <u>Funding Source</u> |
|--|---------------|---------------|---------------|---|
| Activity Code: 2370 | | | | |
| Fire Standards & Training and | | | | |
| Emergency Medical Services | | | | |
| 02-23-23-237010-40650000-500738 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | 100% Revolving Funds |
| 02-23-23-237010-46520000-500200 | \$15,000.00 | \$15,000.00 | \$15,000.00 | 100% Revolving Funds |
| Activity Code: 2360 | | | | |
| Homeland Security and Emergency | | | | |
| Management | | | | |
| 02-23-23-236010-27400000-500200 | \$15,000.00 | \$15,000.00 | \$15,000.00 | 32% Federal/11% Revolving/ 57% Private Local Funds |
| 02-23-23-236010-27600000-500200 | \$4,000.00 | \$5,000.00 | \$2,000.00 | 100% Private Local Funds |
| 02-23-23-236010-27700000-500200 | \$5,000.00 | \$2,000.00 | \$4,000.00 | 100% Private Local Funds |
| Activity Code: 2310 | | | | |
| Office of Commissioner | | | | |
| 02-23-23-231010-88960000-502668 | \$1,500.00 | \$1,500.00 | \$1,500.00 | 100% Federal Funds |
| 02-23-23-231010-41950000-502668 | \$ 600.00 | \$ 600.00 | \$ 600.00 | 100% Federal Funds |
| | Job Code# | 23HS13AD | 23HS14AD | 23HS15AD |
| Activity Code: 2340 | | | | |
| State Police | | | | |
| 02-23-23-234015-40030000-500200 | \$5,000.00 | \$5,000.00 | \$5,000.00 | 81% Highway/19% Turnpike Funds |
| 02-23-23-234010-50010000-500200 | \$3,000.00 | \$3,000.00 | \$3,000.00 | 100% Revolving Funds |
| Activity Code: 2365 | | | | |
| Emergency Communications | | | | |
| 02-23-23-236510-13950000-500200 | \$2,000.00 | \$2,000.00 | \$2,000.00 | 100% Agency Income |
| 23ADM | | | | |

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
March 31, 2014
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Activity Code: 2380

Fire Safety

02-23-23-238010-50020000-500200 \$500.00 \$500.00 \$500.00 100% Revolving Funds

TOTAL: \$56,600.00 \$54,600.00 \$53,600.00

Explanation

This contract provides catering services for various events for divisions within the Department of Safety. The Division of Fire Standards & Training and Emergency Medical Services has had a catering contract in place for several years. Fire Standards & Training and EMS provides for catering services for students and members of board and commissions. Homeland Security and Emergency Management provides catering services for emergency activations at the Emergency Operation Center. State Police and Marine Patrol use catering services during motorcycle weekend usually scheduled in June. Grants Management, E911, and the Fire Marshal's Office use catering services for members of boards and commissions.

The Division of Fire Standards & Training and Emergency Medical Services advertised the Request for Bid in the Union Leader from February 6, 2014 through February 9, 2014. Of the three vendors expressing an interest in the Request for Bid posted on the Purchase & Property website, only two vendors submitted bids. Contigiani's Catering Services, Inc. was the lowest bidder.

Respectfully submitted,



John J. Barthelmes *John M. Secore*

Commissioner of Safety

Asst. Sec.

Vendor Name: Alan's of Boscauwen, Inc. **Catering Service, Inc.**

Quotes for July 1, 2014- June 30, 2015

| | Per Person Cost | Per Person Cost2 |
|--|-----------------|------------------|
| Full breakfast | \$7.16 | \$7.50 |
| Continental breakfast | \$4.77 | \$5.00 |
| Full luncheon | \$9.28 | \$9.75 |
| Luncheon sandwich | \$8.22 | \$8.75 |
| Full dinner | \$10.34 | \$10.75 |
| Dinner sandwich | \$9.28 | \$9.75 |
| Additional cost per person for china service | \$2.50 | \$2.00 |
| 75 meals of full luncheon price plus 75 meals of full dinner price | \$1,471.50 | \$1,537.50 |

Quotes for July 1, 2015- June 30, 2016

| | Per Person Cost | Per Person Cost2 |
|--|-----------------|------------------|
| Full breakfast | \$7.59 | \$7.50 |
| Continental breakfast | \$5.06 | \$5.00 |
| Full luncheon | \$9.84 | \$9.75 |
| Luncheon sandwich | \$8.71 | \$8.75 |
| Full dinner | \$11.40 | \$10.75 |
| Dinner sandwich | \$10.60 | \$9.75 |
| Additional cost per person for china service | \$2.50 | \$2.00 |
| 75 meals of full luncheon price plus 75 meals of full dinner price | \$1,593.00 | \$1,537.50 |

Quotes for July 1, 2016- June 30, 2017

| | Per Person Cost | Per Person Cost2 |
|--|-----------------|------------------|
| Full breakfast | \$7.59 | \$7.85 |
| Continental breakfast | \$5.06 | \$5.25 |
| Full luncheon | \$9.84 | \$10.23 |
| Luncheon sandwich | \$8.71 | \$9.18 |
| Full dinner | \$11.40 | \$11.28 |
| Dinner sandwich | \$10.60 | \$10.23 |
| Additional cost per person for china service | \$2.50 | \$2.10 |
| 75 meals of full luncheon price plus 75 meals of full dinner price | \$1,593.00 | \$1,613.25 |

Total for three fiscal years **\$4,657.50** **\$4,688.25**

Subject: Contigiani's Catering Service, Inc.-catering services 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 <u>Dept. of Safety-Div. of Fire Standards & Training and EMS</u> | | 1.2 State Agency Address <u>33 Hazen Drive, Concord, NH 03305</u> | |
| 1.3 Contractor Name <u>Contigiani's Catering Service, Inc.</u> | | 1.4 Contractor Address <u>11 Durkee Street, Laconia, NH 03246</u> | |
| 1.5 Contractor Phone Number <u>603-524-4518</u> | 1.6 Account Number <u>See Exhibit C</u> | 1.7 Completion Date <u>June 30, 2017</u> | 1.8 Price Limitation <u>not to exceed \$164,800.00</u> |
| 1.9 Contracting Officer for State Agency <u>Deborah A. Pendergast, Director</u> | | 1.10 State Agency Telephone Number <u>603-223-4200</u> | |
| 1.11 Contractor Signature <u>Catherine Contigiani</u> | | 1.12 Name and Title of Contractor Signatory <u>Catherine Contigiani President</u> | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>Mar 3, 2014</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 <u>Rose L. Archambault</u> [Seal] | | ROSE L. ARCHAMBAULT NOTARY PUBLIC - State of New Hampshire My Commission Expires July 24, 2016 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Rose L. Archambault, Notary Public</u> | | | |
| 1.14 State Agency Signature <u>[Signature]</u> | | 1.15 Name and Title of State Agency Signatory <u></u> | |
| 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: <u>[Signature]</u> On: <u>4/16/14</u> | | | |
| 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.

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/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 subcontractor 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 \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance 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.
- 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

EXHIBIT A

2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

Contigiani's Catering Service, Inc. shall provide the following catering services in accordance with RFB #403-14 to the Department of Safety. The contract period is effective from July 1, 2014 or upon Governor & Council approval (whichever happens later) through June 30, 2017.

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. 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.

Continental Breakfast:

Muffins
Bagels
Coffee and Tea
Juice(s)
Butter
Jellies and Jams
ALL associated condiments, plates, cups, napkins, forks, spoons, knives, etc.

Full Breakfast:

Eggs (specify style)
Breakfast Meat (sausage and/or bacon)
Breakfast Potato
Pancakes and/or French Toast
Muffins
Bagels
Butter
Jellies and Jams
Coffee and Tea
Juice (s)
ALL associated condiments, plates, cups, napkins, forks, spoons, knives, etc.

Full Luncheon:

Hot entrée variety (Specify)
Bread(s)
Dessert(s)
Salad(s)
Coffee and Tea
Soft Drink(s)
ALL associated condiments, plates, cups, napkins, forks, spoons, knives, etc.

Luncheon Sandwich Setup or boxed sandwich meal:

Sandwich meat(s) (Specify)
Bread(s) and/or Rolls
Salad(s)
Soup
Desserts
Butter
Coffee and Tea
Soft Drinks
ALL associated condiments, plates, cups, napkins, forks, spoons, knives, etc.

Full Dinner:

Hot entrée variety (Specify)
Bread(s) and/or Rolls
Dessert(s)
Salad(s)
Coffee and Tea
Soft Drink(s)
Butter
ALL associated condiments, plates, cups, napkins, forks, spoons, knives, etc.

Dinner Sandwich Setup:

Sandwich meat(s) (Specify)
Bread(s) and/or Rolls
Salad(s)
Soup
Desserts
Butter
Coffee and Tea
Soft Drinks
ALL associated condiments, plates, cups, napkins, forks, spoons, knives, etc.

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, 2017.

Outside agencies, 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.

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. These services will be provided by the vendor at no additional fee.

Occasionally catering services may be required at alternative locations other than the Fire Academy/IPOC campus. There are no additional fees for services greater than the distance from the vendor's locations to the Fire Academy/IPOC campus.

Pricing is as follows:

| July 1, 2014 – June 30, 2015 | PER PERSON COSTS |
|---|-------------------------|
| Full breakfast | \$7.16 |
| Continental breakfast | \$4.77 |
| Full luncheon | \$9.28 |
| Luncheon sandwich | \$8.22 |
| Full dinner | \$10.34 |
| Dinner sandwich | \$9.28 |
| Additional cost per person for china service: | \$2.50 |

| July 1, 2015 – June 30, 2016 | PER PERSON COSTS |
|---|-------------------------|
| Full breakfast | \$7.59 |
| Continental breakfast | \$5.06 |
| Full luncheon | \$9.84 |
| Luncheon sandwich | \$8.71 |
| Full dinner | \$11.40 |
| Dinner sandwich | \$10.60 |
| Additional cost per person for china service: | \$2.50 |

| July 1, 2016 – June 30, 2017 | PER PERSON COSTS |
|---|-------------------------|
| Full breakfast | \$7.59 |
| Continental breakfast | \$5.06 |
| Full luncheon | \$9.84 |
| Luncheon sandwich | \$8.71 |
| Full dinner | \$11.40 |
| Dinner sandwich | \$10.60 |
| Additional cost per person for china service: | \$2.50 |

EXHIBIT B

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

The total contract price shall not exceed \$164,800.00 and breaks down as follows:

| | |
|------------------|-------------|
| Fiscal Year 2015 | \$56,600.00 |
| Fiscal Year 2016 | \$54,600.00 |
| Fiscal Year 2017 | \$53,600.00 |

See Exhibit C for additional breakdown by account number.

Upon completion of services, invoices shall be submitted to the attention of the appropriate Division (listed in Exhibit C) within the Department of Safety. Partial payments are accepted.

NH Department of Safety
33 Hazen Drive
Concord, NH 03305

EXHIBIT C

The appropriate account numbers for the P-37 form, section 1.6 are listed below:

| | FY2015 | FY2016 | FY2017 |
|---|--------------------|--------------------|--------------------|
| Fire Standards & Training and Emergency Medical Services | | | |
| 010-023-46520000-500200 | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| 010-023-40650000-500738 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 |
| Homeland Security and Emergency Management | | | |
| 010-023-27400000-500200 | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| 010-023-27600000-500200 | \$ 4,000.00 | \$ 5,000.00 | \$ 2,000.00 |
| 010-023-27700000-500200 | \$ 5,000.00 | \$ 2,000.00 | \$ 4,000.00 |
| Office of Commissioner | | | |
| 010-023-88960000-502668 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| 010-023-41950000-502668 | \$ 600.00 | \$ 600.00 | \$ 600.00 |
| Job Code# | 23HS13AD | 23HS14AD | 23HS15AD |
| State Police | | | |
| 010-023-40030000-500200 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| Safety Services | | | |
| 010-023-50010000-500200 | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| Emergency Communications | | | |
| 010-023-13950000-500200-23ADM | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| Fire Safety | | | |
| 010-023-50020000-500200 | \$ 500.00 | \$ 500.00 | \$ 500.00 |
| TOTAL | \$56,600.00 | \$54,600.00 | \$53,600.00 |

Both parties agree to amending section 14.1.1 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess umbrella liability of \$1,000,000.00 each occurrence. The combination of these coverages will give the State the coverage that is required by 14.1.1 of the P-37.

Contractor Initials CC
Date 3-3-14

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 CONTIGIANI'S CATERING SERVICE, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on January 24, 1965. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of February, A.D. 2014

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

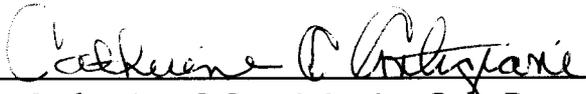
William M. Gardner
Secretary of State

Sole Proprietor Certification of Authority

Contigiani's Catering Service, Inc.

I, Catherine C Contigiani, **hereby certify** that I am the Sole Proprietor of Contigiani's Catering Service, Inc which is a tradename registered with the Secretary of State under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business.



Catherine C Contigiani ~ Sole Proprietor

March 3 2014
Date

CERTIFICATE OF AUTHORITY
Contigiani's Catering Service, Inc.

I, Catherine C. Contigiani, hereby certify that I am sole officer of Contigiani's Catering Service, Inc. I further certify that I am empowered to execute all contracts and documents as deemed necessary and appropriate on behalf of the company.

Catherine C. Contigiani
Catherine C Contigiani ~ Sole Officer

March 3, 2014
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2014

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 CROSS INSURANCE - LACONIA 155 Court Street Laconia NH 03246 | CONTACT NAME: Cynthia Burrows, CISR, CPIA PHONE (A/C No. Ext): (603) 524-2425 E-MAIL ADDRESS: cburrows@crossagency.com INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Group, LLC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | FAX (A/C No.): (603) 524-3666 NAIC # 31325 |
|---|---|--|

COVERAGES CERTIFICATE NUMBER: CL1421102607 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | CPA0153782-18 | 7/31/2013 | 7/31/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS | | | CAA0153783-18 | 7/31/2013 | 7/31/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB | | | CUA0153785-18 | 7/31/2013 | 7/31/2014 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WCA0153784-18 | 7/31/2013 | 7/31/2014 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| A | Liquor Liability | | | CPA0153782-18 | 7/31/2013 | 7/31/2014 | \$1,000,000 per occurrence \$2,000,000 per Annual |

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

| | |
|--------------------|--------------|
| CERTIFICATE HOLDER | CANCELLATION |
|--------------------|--------------|

| | |
|--|--|
| State of NH - Dept of Safety Div. of Fire Standard Training Training & Emergency Medical Service 33 Hazen Dr Concord, NH 03303 | 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 C Burrows, CISR, CPIA <i>Cynthia H. Burrows</i> |
|--|--|

drainage pipe, grass lined ditch lines, rip rap ditch lines, gravel, crushed gravel, hot bituminous pavement, loam and seed, while maintaining appropriate traffic control and erosion control during construction. Once drainage improvements are complete roadway shall be fine graded, and paved with 2-inch base course, and 1-inch wearing course. The Town reserves the right to reduce or increase the scope of work based on available funds.

There will be a **Mandatory Pre-Bid Meeting** at the Litchfield Town Hall on February 14, 2014 @ 10:00 AM, which all bidders must attend.

Contract Documents may be examined at the following locations:

Northpoint Engineering, LLC
5 Sheep Davis Road, Suite F
Pembroke, NH 03275

Associated General Contractors of NH
48 Grandview Road
Bow, NH 03304

Construction Summary of New Hampshire
734 Chestnut Street
Manchester, NH 03104

All questions with regard to the Contract Documents should be addressed (in writing only) to the attention of:

Kevin M. Leonard, P.E.
Northpoint Engineering, LLC
5 Sheep Davis Road - Suite F
Pembroke, NH 03275
(603) 226-1166 x4
(603) 226-1160 (fax)

Copies of the Contract Documents may be obtained at the offices of Northpoint Engineering, LLC, Pembroke, NH. A non-refundable payment of sixty dollars (\$60.00) will be required for each complete set of plans and specifications. An additional non-refundable payment of thirty (\$30.00) per set shall be required if overnight delivery is requested. Partial sets of Contract Documents will not be made available. Make checks payable to Northpoint Engineering, LLC.

BIDDERS will be required to provide bid security in accordance with the Instructions to Bidders in the form of a Bid Bond or certified check in the amount of 5% of the total bid.

The successful BIDDER must furnish a one hundred percent (100%) Performance and a separate one hundred percent (100%) Payment Bond and will be required to execute the Contract Agreement within ten (10) days following notification of the acceptance of his bid.

The project will be awarded to the CONTRACTOR who is the most reasonable and responsible low bidder. The OWNER reserves the right to reject any or all bids, to accept any bid, to waive any informality on bids received, or to omit any item or items deemed advisable for the best interests of the OWNER.

No BIDDER may withdraw their bid within sixty (60) days after the actual date of the opening thereof.

Mr. John Pinclaro, Road Agent
Town of Litchfield

(UL - Feb. 7, 9)

Additional information may be obtained from the Family Division Court identified in the hearing of this Order of Notice.

If you will need an interpreter or other accommodations for this hearing, please contact the court immediately.

Please be advised (and/or advise clients, witnesses, and others) that it is a Class B felony to carry a firearm or other deadly weapon as defined in RSA 625.11, V in a courtroom or area used by a court.

BY ORDER OF THE COURT
January 21, 2014

Mary A. Barton, Clerk of Court
(UL - Feb. 2, 9)

Legal Notice

Child Find - Fremont

The Fremont School District will sponsor an area Child Find Program. The program is designed to identify and screen children from birth through age five who are suspected of having learning disabilities that may interfere with later school progress. The screening is free and available to all families living in the town of Fremont.

Children will be screened in the areas of learning, speech and language, fine and gross motor skills and hearing and vision. Results of the assessments will be available to parents at the time of the screening. All information will be kept confidential and will only be released to other professionals, i.e. school system or physician, with parental consent.

The screening will take place **Friday February 14, 2014 at the Ellis Elementary School. Appointments are a must.**

For more information and appointments please call the Ellis School at 895-2511, ext. 425.
(UL - Feb. 9)

Legal Notice

THE STATE OF NEW HAMPSHIRE JUDICIAL BRANCH NH CIRCUIT COURT

9th Circuit - Family Division - Manchester
35 Amherst Street
Manchester, NH 03105

Telephone: 1-855-212-1234

TTY/TDD Relay: (800) 735-2964

<http://www.courts.state.nh.us>

CITATION BY PUBLICATION - TERMINATION OF PARENTAL RIGHTS

TO: **DANYEL DUBE**

PARTS UNKNOWN

Case Number: **656-2013-TR-00064**

656-2013-JV-00033

Initial Hearing: Terminate Parental Rights

A petition to terminate parental rights over your minor child(ren) has been filed in this Court. You are hereby cited to appear at a Court to show cause why the same should not be granted.

Date: March 6, 2014

Time: 8:30 am

Time Allotted: 30 Min.

Courtroom 101 - 9th Circuit - Family Division - Manchester

**35 Amherst Street
Manchester, NH 03101**

A written appearance must be filed with this Court on or before the date of the hearing, or the respondent may personally appear on the date of hearing or be defaulted.

CAUTION

You should respond immediately to this notice to prepare for trial and because important hearings will take place prior to trial. If you fail to appear personally or in writing, you will waive your right to a

Legal Notice

Notice of Public Auction Of Property Once Held In Safety Deposit Boxes (Published pursuant to and in accordance with NH RSA 385:4)

Personal property once held in safety deposit boxes which has remained unclaimed for at least five (5) years while in possession of Citizens Bank of New Hampshire or its predecessors, First NH Bank, Amoskeag Bank, BankEast, Bank Meridian, Nashua Trust, SouthEast Bank, and First NH Bank, NA will be sold at public auction on Tuesday, February 25, 2014 at 5:00 PM at 40 Andrew Jarvis Drive, Portsmouth, NH, 03801. The property was contained in safety deposit boxes maintained by Citizens Bank New Hampshire or its predecessors, First NH Bank, Amoskeag Bank, BankEast, Bank Meridian, Nashua Trust, SouthEast Bank, and First NH Bank, NA. The property removed from safety deposit boxes pursuant to NH RSA 385:1 and stored in accordance with NH RSA 385:2. The disposition of the proceeds of the public auction is governed by NH RSA 385:5 and RSA 471:C.
(UL - Jan. 28; Feb. 2, 9, 16)

Legal Notice

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE
STANDARDS & TRAINING AND
EMERGENCY MEDICAL SERVICES
33 Hazen Drive
Concord, New Hampshire 03305
Phone: 603-223-4200
Fax: 603-271-1091

John J. Barthelmes, Commissioner
Deborah A. Pendergast, Director

PUBLIC NOTICE FOR BID #403-14

WANTED, CATERING SERVICES for a period of three (3) years for the State of New Hampshire, Department of Safety, Division of Fire Standards & Training and Emergency Medical Services. Reference Bid #403-14.

Interested parties can obtain a copy of these specifications by contacting Heather Newland, Division of Fire Standards & Training and Emergency Medical Services, at 603-223-4200 ext. 31005 or heather.newland@dos.nh.gov. This information may also be obtained by logging onto the State's website at

<http://www.admin.state.nh.us/purchasing/>. Any and all requests must follow the directions as specified on Bid #403-14 and must be received by 2:00 p.m. on February 19, 2014. The State reserves the right to accept or reject any or all proposals.
(UL - Feb. 6, 7, 9)

Legal Notice

STATE OF NEW HAMPSHIRE LIQUOR COMMISSION NOTICE OF PUBLIC HEARING

IN ACCORDANCE WITH TITLE XIII AND ADMINISTRATIVE RULE, LIQ. 208.02, THE NEW HAMPSHIRE LIQUOR COMMISSION WILL HOLD AN INFORMATIONAL LICENSING HEARING ON THE LIQUOR LICENSE APPLICATION OF THE JADE PALACE RESTAURANT, LOCATED AT 28 PORTSMOUTH AVENUE, STRATHAM, NH FOR AN ON-PREMISES FULL SERVICE

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**New Hampshire
Union Leader**

there be insofar as the same may now be in force and applicable.

Meaning and intending to describe the same premises conveyed to the within mortgagors by corrective deed recorded with Hillsborough County Registry of Deeds in Book 6207, Page 726.

For Title, see deed recorded in Hillsborough County Registry of Deeds at Book 5117, Page 1676. See also Corrective Deed recorded in Hillsborough County Registry of Deeds at Book 6207, Page 726.

The above-described premises shall be so sold subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims in the nature of liens, outstanding tax titles, building, zoning and other land use laws and all permits and approvals issued pursuant thereto, and existing encumbrances of record created prior to said Mortgage, if there be any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be. The successful bidder shall be required to sign a Memorandum of Terms of Sale. Other terms, if any, to be announced at the time and place of sale. The description of the premises contained in said mortgage shall control in the event of error in publication.

The Mortgagee may amend or alter the terms of sale by oral or written notice before or at the auction sale. The Mortgagee may reject and accept bids at its discretion. The auction sale may be canceled or continued to another date or time in notice by the Mortgagee.

You are hereby notified that you have the right to petition the superior court for the county in which the mortgaged premises are situated, with service upon the mortgagee, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

For purposes of the immediately foregoing paragraph, service upon the mortgagee shall mean service upon such holder, CitiMortgage, Inc., successor by merger to ABN AMRO Mortgage Group, Inc.

Dated at Natick, Massachusetts this 8th day of January, 2014.

CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC.
Present Holder of Said Mortgage,
By its Attorneys,
CUNNINGHAM, MACHANIC, CETLIN,
JOHNSON, HARNEY & TENNEY, LLP
By: Dana A. Cetlin, Esq.
CUNNINGHAM, MACHANIC, CETLIN,
JOHNSON, HARNEY & TENNEY, LLP
220 North Main Street, Suite 301
Natick, MA 01760
(508) 651-7524
#346701

(UL - Feb. 7, 14, 21)

Legal Notice

TOWN OF AUBURN

PLANNING BOARD

NOTICE OF PUBLIC HEARING

You are hereby notified of the following public hearing which will be held on **Wednesday, January 15th, 2014, at 7:00 a.m.** in the Town of Auburn, Town Hall, 47 Chester Road, Auburn, New Hampshire. The Planning Board will consider for acceptance/approval the application listed below. Additional public hearings, work sessions, and/or site walks will be announced at this time. Please do not hesitate to contact me if you have any questions concerning this hearing.

Adra Lees, LLC
/o Steven Padfield

or any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be. The successful bidder shall be required to sign a Memorandum of Terms of Sale. Other terms, if any, to be announced at the time and place of sale. The description of the premises contained in said mortgage shall control in the event of error in publication.

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You are hereby notified that you have the right to petition the superior court for the county in which the mortgaged premises are situated, with service upon the mortgagee, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

For purposes of the immediately foregoing paragraph, service upon the mortgagee shall mean service upon such holder, CitiMortgage, Inc., successor by merger to ABN AMRO Mortgage Group, Inc.

Dated at Natick, Massachusetts this 28th day of January, 2014.

CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC.
Present Holder of Said Mortgage,
By its Attorneys,
CUNNINGHAM, MACHANIC, CETLIN,
JOHNSON, HARNEY & TENNEY, LLP
By: Dana A. Cetlin, Esq.
CUNNINGHAM, MACHANIC, CETLIN,
JOHNSON, HARNEY & TENNEY, LLP
220 North Main Street, Suite 301
Natick, MA 01760
(508) 651-7524
#346703

(UL - Feb. 7, 14, 21)

Going Online?
See more public notices at
www.unionleader.com

Legal Notice

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE
STANDARDS & TRAINING AND
EMERGENCY MEDICAL SERVICES
33 Hazen Drive
Concord, New Hampshire 03305
Phone: 603-223-4200
Fax: 603-271-1091

John J. Barthelmes, Commissioner
Deborah A. Pendergast, Director

PUBLIC NOTICE FOR BID #403-14

WANTED, CATERING SERVICES for a period of three (3) years for the State of New Hampshire, Department of Safety, Division of Fire Standards & Training and Emergency Medical Services. Reference Bid #403-14.

Interested parties can obtain a copy of these specifications by contacting Heather Newland, Division of Fire Standards & Training and Emergency Medical Services, at 603-223-4200 ext. 31005 or heather.newland@dos.nh.gov. This information may also be obtained by logging onto the State's website at <http://www.admin.state.nh.us/purchasing/>. Any and all requests must follow the directions as specified on Bid #403-14 and must be received by 2:00 p.m. on February 19, 2014. The State reserves the right to accept or reject any or all proposals.

(UL - Feb. 6, 7, 9)

Johnson, Harney & Tenney, LLP, Attorneys for said holder, 220 North Main Street, Suite 301, Natick, Massachusetts; the premises being described as follows:

A certain parcel of land, with the buildings thereon, situated in Chester, County of Rockingham and State of New Hampshire, bounded and described as follows, to wit: Southerly by the North Pond Road about 18 rods from stone bound in wall at the southeast corner of meadow now or formerly of G.W. Clark to land now or formerly of Melita J. Edwards; thence northerly about 38 rods by land of said Melita J. Edwards to a brook; thence westerly about 14-1/2 rods by said brook to upper end of stone bridge; thence southerly about 28-1/2 rods to North Pond Road by the G.W. Clark meadow to the bound first mentioned; containing about three (3) acres, more or less.

Subject to the easement, if any, of the N.H. Electric Co-operative, Inc. dated February 4, 1965, recorded in Rockingham Records, Volume 1753, Page 460.

For title reference see deed dated December 12, 2006 from Ross S. Catzone and Ellen M. Catzone recorded herewith.

For title see Deed dated December 12, 2006 recorded in Book 4743, Page 2972 of the Rockingham County Registry of Deeds.

The above-described premises shall be so sold subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims in the nature of liens, outstanding tax titles, building, zoning and other land use laws and all permits and approvals issued pursuant thereto, and existing encumbrances of record created prior to said Mortgage, if there be any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be. The successful bidder shall be required to sign a Memorandum of Terms of Sale. Other terms, if any, to be announced at the time and place of sale. The description of the premises contained in said mortgage shall control in the event of error in publication.

The Mortgagee may amend or alter the terms of sale by oral or written notice before or at the auction sale. The Mortgagee may reject and accept bids at its discretion. The auction sale may be canceled or continued to another date or time on notice by the Mortgagee.

You are hereby notified that you have the right to petition the superior court for the county in which the mortgaged premises are situated, with service upon the mortgagee, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

For purposes of the immediately foregoing paragraph, service upon the mortgagee shall mean service upon such holder, US Bank National Association as Trustee for CMALT REMIC 2007-A1 REMIC Pass-Through Certificates Series 2007-A1 C/o CitiMortgage, Inc.

Dated at Natick, Massachusetts this 15th day of January, 2014.

US Bank National Association as Trustee for

CMALT REMIC 2007-A1 REMIC
Pass-Through Certificates
Series 2007-A1 C/o
CitiMortgage, Inc.
Present Holder of Said Mortgage,

By its Attorneys,
CUNNINGHAM, MACHANIC, CETLIN,
JOHNSON, HARNEY & TENNEY, LLP
By: Dana A. Cetlin, Esq.
CUNNINGHAM, MACHANIC, CETLIN,
JOHNSON, HARNEY & TENNEY, LLP
220 North Main Street, Suite 301
Natick, MA 01760
(508) 651-7524
#346269

(UL - Jan. 24, 31; Feb. 7)

NH Fire Academy
144682

subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of TEN THOUSAND (\$10,000.00) DOLLARS by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Connolly, Geaney, Ablitt & Willard, PC., 304 Cambridge Road, Woburn, MA 01801, other terms and conditions will be provided at the place of sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

OTHER TERMS, IF ANY, TO BE ANNOUNCED AT THE SALE.

Present holder of said mortgage Wells Fargo Bank, National Association, as Trustee for First Franklin Mortgage Loan Trust 2004-FF2 Asset Backed Certificates, Series 2004-FF2

By its Attorneys,
Connolly, Geaney, Ablitt & Willard, PC.
304 Cambridge Road
Woburn, MA 01801
Telephone: 781-246-8995
Fax: 781-246-8994

Date: January 27, 2014
C27.1267
(UL - Feb. 6, 13, 20)

Legal Notice

"Public Notice"

Michigan Mutual, Inc., with a principal place of business at 800 Michigan Street, Port Huron MI 48060, hereby gives notice that as of 12-31-2013 it has ceased conducting business as a Mortgage Banker in New Hampshire and has surrendered its license (no. 14562-MB) to the New Hampshire Bank Commissioner. For information about pending transactions, contact: Mark Walker at 800 Michigan Street, Port Huron MI 48060 and 810-982-9948.
(UL - Feb. 6, 13)

*When required
to place a
legal notice...*

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legals@unionleader.com

Morton Building, at the address above by 2:00 o'clock PM, Eastern Time on **TUESDAY, FEBRUARY 25, 2014** for the following project:

**BEDFORD-MANCHESTER-NASHUA
23783**

**RESURFACING OF THE CENTRAL
TURNPIKE
CERTIFIED CHECK/BID BOND: 5%
OF THE BID AMOUNT**

Unskilled labor may be hired from lists prepared by the NH Dept. of Employment Security designated in the proposal. Plans and specifications (**NOT FOR BIDDING PURPOSES**) may be seen at the office of Const. Industries of MA, Inc. 1500 Providence Hwy, Suite 14, Norwood, MA; at the office of the Assoc. General Contractors of NH, 48 Grandview Rd, Bow, NH; Const. Summary of NH, 734 Chestnut St., Manchester, NH. Const. Summary of ME, c/o Cross Insurance Bldg, 2331 Congress St., Portland, ME, Works in Progress 20 Farrell Street, Suite 103, So. Burlington, VT, Minuteman Press, 109 Gosling Road, Newington, NH, Signature Press & Blueprinting, Inc., 45 Londonderry Turnpike, Hooksett, NH, and Infinite Imaging, 933 Islington Street, Portsmouth NH.

**BIDDERS SHOULD ACT PROMPTLY
AND SUBMIT ALL QUESTIONS ON THE
PROJECT TO DAVID SMITH AT (603)
485-3806 AT LEAST FIVE (5) DAYS BEFORE
THE HOUR AND DATE SET FOR
THE BID OPENING**

Plans, specifications and proposal forms, **FOR BIDDING PURPOSES, shall only be obtained at the Contract Office of the Department of Transportation for TEN DOLLARS (\$10.00) for plans and specifications NON-REFUNDABLE. An additional ONE DOLLAR (\$1.00) will be charged for shipping fees NON REFUNDABLE. Bidders must obtain a proposal form from the Department of Transportation to be eligible for bidding.** Checks should be made payable to "Treasurer, State of New Hampshire". Send check with project name & No to the Dept. of Transportation, c/o Finance & Contracts, P.O. Box 483, Hazen Drive, Concord, NH 03302.

Proposals must be completed in both words and figures on forms furnished by the Department, or on previously approved, substantially identical forms generated by computer software, which shall be submitted in a sealed envelope marked: "Proposal for: **BEDFORD-MANCHESTER-NASHUA, 23783** and received by the Dept. of Transportation as specified no later than the date and time mentioned above, at which time they will be publicly opened and read aloud. Proposals must be accompanied by a certified check or bid bond in the amount listed above, payable to "Treasurer, State of New Hampshire" as security for the execution of the contract.

Any information submitted as part of the Invitation to Bids may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of the bid letting will be made accessible to the public online via the website Transparent NH (<http://nh.gov/transparentnh/>).

All individuals, firms, partnerships or corporations intending to bid, before obtaining plans, specifications and proposal forms, must file with the Department of Transportation on forms prepared for that purpose at least ten (10) days prior to opening of bids, a statement showing their qualifications. No valid bidding proposal will be issued to a prospective bidder who is not prequalified.

If contract price is \$35,000 or more, the successful bidder will be required to furnish a contract bond in the amount of one hundred (100) percent of their bid on forms furnished by the Department.

Rockingham County Registry of Deeds. The above-described premises shall be so sold subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims in the nature of liens, outstanding tax titles, building, zoning and other land use laws and all permits and approvals issued pursuant thereto, and existing encumbrances of record created prior to said Mortgage, if there be any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be. The successful bidder shall be required to sign a Memorandum of Terms of Sale. Other terms, if any, to be announced at the time and place of sale. The description of the premises contained in said mortgage shall control in the event of error in publication.

The Mortgagee may amend or alter the terms of sale by oral or written notice before or at the auction sale. The Mortgagee may reject and accept bids at its discretion. The auction sale may be canceled or continued to another date or time on notice by the Mortgagee.

You are hereby notified that you have the right to petition the superior court for the county in which the mortgaged premises are situated, with service upon the mortgagee, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

For purposes of the immediately foregoing paragraph, service upon the mortgagee shall mean service upon such holder, CitiMortgage, Inc.

Dated at Natick, Massachusetts this 15th day of January, 2014.

CITIMORTGAGE, INC.
Present Holder of Said Mortgage,
By its Attorneys,
CUNNINGHAM, MACHANIC, CETLIN,
JOHNSON, HARNEY & TENNEY, LLP
By: Dana A. Cetlin, Esq.
CUNNINGHAM, MACHANIC, CETLIN,
JOHNSON, HARNEY & TENNEY, LLP
220 North Main Street, Suite 301
Natick, MA 01760
(508) 651-7524
#346259

(UL - Jan. 23, 30; Feb. 6)

Legal Notice

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE
STANDARDS & TRAINING AND
EMERGENCY MEDICAL SERVICES
33 Hazen Drive
Concord, New Hampshire 03305
Phone: 603-223-4200
Fax: 603-271-1091

John J. Barthelmes, Commissioner
Deborah A. Pendergast, Director

**PUBLIC NOTICE FOR BID #403-14
WANTED, CATERING SERVICES**

for a period of three (3) years for the State of New Hampshire, Department of Safety, Division of Fire Standards & Training and Emergency Medical Services. Reference Bid #403-14.

Interested parties can obtain a copy of these specifications by contacting Heather Newland, Division of Fire Standards & Training and Emergency Medical Services, at 603-223-4200 ext. 31005 or heather.newland@dos.nh.gov. This information may also be obtained by logging onto the State's website at <http://www.admin.state.nh.us/purchasing/>. Any and all requests must follow the directions as specified on Bid #403-14 and must be received by 2:00 p.m. on February 19, 2014. The State reserves the right to accept or reject any or all proposals.

(UL - Feb. 6, 7, 9)

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NH Fire Academy
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TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-P

DEPARTMENT OF SAFETY

General Provisions

Section 21-P:12-a

21-P:12-a Division of Fire Standards and Training and Emergency Medical Services; Disposition of Funds. –

I. There is established within the department a division of fire standards and training and emergency medical services, under the supervision of an unclassified director of fire standards and training and emergency medical services who shall administer and supervise a fire and emergency medical service training and research program throughout the state. The director of fire standards and training and emergency medical services shall be nominated by the commissioner of safety, after consultation with the fire standards and training commission and the emergency medical and trauma services coordinating board, for appointment by the governor, with consent of the council, and shall serve a term of 4 years until a successor is appointed. The commission shall take a recorded vote regarding its concurrence or non-concurrence in the commissioner's nomination decision. If the commission votes not to concur in the decision, it shall submit a letter to the commissioner so stating, and the commissioner shall in turn submit that letter to the governor and council. The director of fire standards and training and emergency medical services shall be academically and technically qualified to hold the position, and shall receive the salary specified in RSA 94:1-a.

II. The director shall:

(a) Be responsible for the day-to-day operations of the division of fire standards and training and emergency medical services, the operations of the fire academy, including establishing training programs and offering instruction in methods of determining and dealing with the causes of fire and the prevention of fire, techniques in firefighting, emergency medical services, and rescue, research and techniques in firefighting and fire protection, the administration and management of fire departments and emergency medical services units, and the provisions of RSA 21-P:12-b.

(b) Establish fees to be collected for tuition, licenses, and services. Such fees shall be subject to the approval of the commissioner of the department of safety. The commissioner may for good cause waive any fees charged under this subparagraph and may authorize tuition reimbursement from the fire standards and training and emergency medical services fund.

(c) Establish, maintain, approve, and certify programs, courses, institutions, and facilities for study for all fire service and emergency medical services personnel and recruits according to accepted curricula.

(d) Develop and administer the provision of professional instruction and training for all fire, rescue, and emergency medical services.

(e) Develop and promote new methods and practices of firefighting, delivery of emergency medical services, rescue operations, injury prevention, fire prevention, and fire and emergency medical services administration.

(f) Disseminate information relative to fire and rescues, techniques of firefighting and rescuing, fire prevention, fire administration, emergency medical services, and other related subjects to all interested agencies and individuals throughout the state.

(g) Be authorized to employ part-time instructors or assistants and compensate them for organizing, developing, and conducting approved fire training, emergency medical services, and rescue courses or other work as directed at an hourly rate established by the commissioner and for mileage and expenses incurred in performing their official duties.

(h) With the approval of the commissioner, accept in the name of the state any and all donations, fees for tuition, rents, services and any and all moneys and grants from any governmental unit, public agency, institution, person, firm, or corporation and receive, utilize, expend, and dispose of such funds subject to budgetary provisions, consistent with the rules of the department of safety and the purposes or conditions of the donations or grant.

III. The receipt of a donation or grant under subparagraph II(h) shall be noted in the biennial report of the department of safety, which will also identify the nature of the donation or grant and the conditions of the donation or grant, if any. Any moneys received by the division pursuant to subparagraph II(h) shall be deposited in the state treasury to the account of the department of safety and shall not lapse. In addition, the division may receive, hold, and use gifts, bequests, and devises either outright or in trust for purposes consistent with this chapter.

Source. 1994, 389:9. 1997, 135:1. 1998, 321:3. 2001, 91:15. 2004, 171:26, eff. July 24, 2004.