

45 *Am*



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

April 4, 2016

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

Requested Action

Authorize the Department of Safety, Division of State Police to enter into a **sole source** amendment of an existing contract with Martha's Sew it All (VC #165769-B001), 79 South Street, Concord, NH, in the amount of \$17,000.00, increasing the total contract amount from \$10,000.00 to \$27,000.00, to provide for the alterations and repairs of State Police uniforms. The original contract was approved by Governor and Council on July 22, 2015, Item #117. Effective upon Governor and Council approval through June 30, 2017. Funding source: 53% General, 33% Highway and 14% Turnpikes.

Funds are available in the SFY 2016 and SFY 2017 operating budgets as follows with authority to adjust between state fiscal years through the Budget Office if needed and justified.

	<u>SFY 2016</u>	<u>SFY 2017</u>
02-23-23-234015-23050000 Dept. of Safety – Division of State Police – Commercial Enforcement 020-500212 – Current Expenses – Clothing	\$ 420.00	\$ 1,620.00
02-23-23-234015-40030000 Dept. of Safety – Division of State Police – Traffic Bureau 020-500212 – Current Expenses – Clothing	\$1,645.00	\$ 6,345.00
02-23-23-234015-40100000 Dept. of Safety – Division of State Police – Enforcement 020-500212 – Current Expenses – Clothing	\$ 1,015.00	\$ 3,915.00
02-23-23-234010-54120000 Dept. of Safety – Division of State Police – Detective Bureau 020-500212 – Current Expenses - Clothing	<u>\$ 420.00</u>	<u>\$ 1,620.00</u>
TOTAL	\$ 3,500.00	\$13,500.00

Explanation

This contract amendment with Martha's Sew It All is **sole source** because the amended amount is greater than 10% of the original contract amount and the original contract was awarded to the bidder with the lowest per unit cost. This amendment is necessary as the number of Troopers utilizing this vendor has been greater than originally anticipated. When the Request for Proposal (RFP) was originally advertised, the goal was to have one vendor providing alterations and repairs of State Police uniforms in each of the six geographical areas in which Troop Stations are located. However, proposals were received from only four of the six regions; therefore, more Troopers have utilized this vendor for their uniform alterations and repairs.

Respectfully submitted,

John J. Barthelmes
John J. Barthelmes
Commissioner of Safety

Amendment

This agreement, (hereinafter called the "Amendment") by and between the New Hampshire Department of Safety, Division of State Police (hereinafter referred to as the "State"), and Martha's Sew it All, (hereinafter referred to as the "Contractor").

Whereas pursuant to an agreement (hereinafter referred to as the "Contract"), in the amount of \$10,000.00, which was approved by the Governor and Executive Council July 22, 2015, Item #117, the contractor agreed to perform certain services upon the terms and conditions specified in the contract and consideration of payment by the New Hampshire Department of Safety of certain sums therein.

Whereas the contractor and the state have agreed to amend the contract in certain aspects;

Now therefore, the parties hereto do hereby agree as follows:

1. Amendment and Modification

The contract is hereby amended as follows:

Section 1.8 price limitation is changed from \$10,000.00 to \$27,000.00 for the provision of alterations and repairs to State Police uniforms.

2. Effective Date and Continuance

The amendment is effective upon Governor and Council approval. All other terms and conditions of the originally approved contract remain the same.

IN WITNESS WHEREOF, the parties set their hands as of the day and year written below.

Martha J. Flourney
Martha J. Flourney, Owner

On March 2nd, 2016 personally appeared before me Martha Flourney, whose identity I verified on the basis of NH Drivers Identification to be the signer of the above and she acknowledged that she signed it. Executed the foregoing instrument for the purposes therein contained. IN WITNESS THEREOF, I hereunto set my hand and official seal.

Patricia Veroneau
Notary Public
My Commission expires: October 21, 2020

Patricia Veroneau / Teller
Name and Title of Notary Public

Patricia A Veroneau
Notary Public, State of New Hampshire
My Commission Expires Oct. 21, 2020

Steven R. Lavoie
Steven R. Lavoie, Director of Administration
N.H. Department of Safety

Approved by the Attorney General this 20 day of April, 2016.

[Signature]
Assistant Attorney General

Approved by the Governor and Council _____

Deputy Secretary of State

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 Martha's Sew It All is a New Hampshire trade name registered on December 2, 2013 and that Martha J. Flourney and Michael E. Flourney presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having 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 23rd day of February, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



Men's & Women's Alterations...Bridal Party Gowns...Home Decor

March 16, 2016

To Whom It May Concern,

This letter will serve to confirm that Martha's Sew It All is a sole proprietorship and that I am authorized to sign on behalf of the business.

Regards,

Martha J. Flournoy, Owner



Date Prepared: 11/09/15

DIRECT BILL

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY

MERCHANTS MUTUAL INSURANCE COMPANY
BUFFALO, NY 14202 NCCI COMPANY NUMBER: 15652

INFORMATION PAGE

COPY

POLICY NUMBER: WCA1034034 TRANSACTION TYPE: RENEWAL
AGENCY/BROKER: ABLE INSURANCE AGENCY, LLC RENEWAL OF NUMBER: WCA1034034
AGENT CODE: 47808/NER06/137 BUSINESS TYPE: INDIVIDUAL
1. THE INSURED MARTHA FLOURNOY DBA MARTHA'S SEW IT ALL INTERSTATE/INTRASTATE RISK ID:
MAILING ADDRESS 79 SOUTH STREET BOARD FILE NUMBER:
CONCORD, NH 03301-2808 FEDERAL EMPLOYER IDENTIFICATION NUMBER: 203299529

OTHER WORKPLACES NOT SHOWN ABOVE: (ADDRESS, CITY, STATE, ZIP CODE)

2. POLICY PERIOD is from 12/13/15 to 12/13/16 12:01 AM standard time at the insured's mailing address.
3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: NH

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$100,000 each accident
Bodily Injury by Disease \$500,000 policy limit
Bodily Injury by Disease \$100,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

D. This policy includes these endorsements and schedules:

MS IU 05 11 99 MU 06 3J 10 14 WC 00 00 00 C WC 00 00 01 A WC 00 03 08
WC 00 04 19 WC 00 04 21 D WC 00 04 22 B WC 28 06 01 WC 28 06 04

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Table with 5 columns: Classifications, Code No., Premium Basis Total Estimated Annual Remuneration, Rates Per \$100 of Remuneration, Estimated Annual Premium

SEE EXTENSION OF INFORMATION PAGE

MINIMUM PREMIUM \$ 318
DEPOSIT PREMIUM \$ 889

TOTAL ESTIMATED ANNUAL PREMIUM \$ 889

Interim adjustments of premiums shall be made: ANNUAL

Countersigned by: [Signature]
Authorized representative Date



MERCHANTS MUTUAL INSURANCE COMPANY

WORKERS' COMPENSATION
EXTENSION OF INFORMATION PAGE

POLICY NUMBER: WCA1034034

COPY

THE INSURED MAILING ADDRESS
MARTHA FLOURNOY
DBA MARTHA'S SEW IT ALL
79 SOUTH STREET
CONCORD, NH 03301-2808

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
LOCATION 001 79 SOUTH STREET CONCORD, NH 03301-2808				
DRESSMAKING OR TAILORING-CUSTOM	2503	36,600	1.9800	725
TOTAL ESTIMATED STANDARD PREMIUM				725
EXPENSE CONSTANT	0900			150
TERRORISM INSURANCE ACT - NH	9740		.0200	7
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) - NH	9741		.0200	7
TOTAL ESTIMATED ANNUAL PREMIUM				889
MINIMUM PREMIUM	318			
DEPOSIT PREMIUM	889			



State of New Hampshire

DEPARTMENT OF SAFETY
 OFFICE OF THE COMMISSIONER
 33 HAZEN DR. CONCORD, NH 03305
 603/271-2791

RQ# 156898

GC# 117

07-22-2015

JOHN J. BARTHELMES
 COMMISSIONER

July 6, 2015

Her Excellency, Governor Margaret Wood Hassan
 And the Honorable Council
 State House
 Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Division of State Police, to enter into a contract with Martha's Sew It All (VC #165769-B001) 79 South St., Concord, NH in an amount not to exceed \$10,000.00 for the alterations and repairs of State Police uniforms. Effective upon Governor and Council approval through June 30, 2017, with the option to renew for one (1) two-year period. Funding source: 53% General, 33% Highway and 14% Turnpikes.

Funds to support this request are anticipated to be available in the following accounts in SFY 2016 and SFY 2017 upon the availability and continued appropriation of funds in the future operating budget with the ability to adjust encumbrances between fiscal years through the Budget Office, if needed and justified.

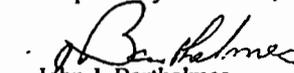
	<u>SFY 2016</u>	<u>SFY 2017</u>
02-23-23-234015-23050000 Dept. of Safety – Div. of State Police – Commercial Enforcement		
020-500212 Current Expenses – Clothing	\$ 1,500.00	\$ 1,500.00
02-23-23-234015-40030000 Dept. of Safety – Div. of State Police –Traffic Bureau		
020-500212 Current Expenses – Clothing	\$ 3,000.00	\$ 3,000.00
02-23-23-234015-40100000 Dept. of Safety – Div. of State Police – Enforcement		
020-500212 Current Expenses – Clothing	<u>\$ 500.00</u>	<u>\$ 500.00</u>
TOTAL	\$ 5,000.00	\$ 5,000.00

Explanation

This contract provides for required alterations and repairs to State Police uniform clothing on an as needed basis. Law enforcement personnel require alterations to be completed on the uniform clothing assigned to Troopers. State Police decided to have several contracts, i.e., one for each of the geographical locations of the Troop offices, in order to reduce the Troopers' need to travel for alterations and repairs.

Advertisements for requests for proposals for this service were placed in the Manchester *Union Leader* on March 4, 5, and 6, 2015, as well as on the Administrative Services website from March 2, 2015 through March 19, 2015 per MOP 1600. Vendors were asked to submit a sample of their work (e.g., a patch sewn on to fabric, hem and buttonhole work, etc.) and each responding vendor was evaluated on quality of work presented in addition to lowest price.

Respectfully submitted,


 John J. Barthelmes
 Commissioner of Safety



New Hampshire State Police



Repairs and Alterations to State Police Uniforms

(RC) Russell Conte – Administrative Major (CW) Christopher Wagner - Captain, Support Services Bureau (WL) Wendy Langlitz – Equipment Supervisor, Support Services Bureau

VENDOR: <u>Sew it All</u>		RC	CW	WL			AVG.
A. Quality of Work	50	50	50	50			50
B. Price	50	50	50	50			50
Criteria Score	100	100	100	100			100

VENDOR: <u>L&B Tailoring</u>		RC	CW	WL			AVG.
A. Quality of Work	50	45	40	40			41.66
B. Price	50	40	45	40			41.66
Criteria Score	100	85	85	80			83.33

VENDOR: <u>Seams to Fit</u>		RC	CW	WL			AVG.
A. Quality of Work	50	40	40	50			43.33
B. Price	50	35	40	40			38.33
Criteria Score	100	75	80	90			81.66

Each vendor was asked to include samples of work (patch sewn on to fabric, hem and buttonhole) and they were evaluated on the quality of work presented.

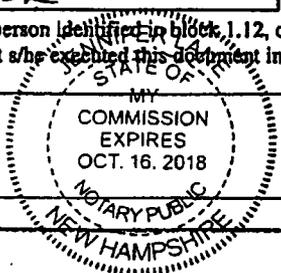
Subject: Alterations and repairs to State Police uniforms FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Dr., Concord, NH 03305	
1.3 Contractor Name Martha Flournoy d/b/a Martha's Sew It All		1.4 Contractor Address 79 South St., Concord, NH 03301	
1.5 Contractor Phone Number 228-1911	1.6 Account Number Please see Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation Not to exceed \$10,000.00
1.9 Contracting Officer for State Agency Colonel Robert L. Quinn		1.10 State Agency Telephone Number 223-3863	
1.11 Contractor Signature <i>Martha J. Flournoy</i>		1.12 Name and Title of Contractor Signatory <i>Martha J. Flournoy - Owner</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/17/15</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 <i>Jennifer Lane</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Jennifer Lane, Notary Public</i>			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Elizabeth Bielecki, Director of Administration	
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: <i>[Signature]</i> On: <i>7/2/15</i>			
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 this 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.

Contractor Initials 

Date 10/17

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

Contractor Initials MBF
Date 12/17

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.

Contractor Initials MMF
Date 6/17

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF STATE POLICE**

EXHIBIT A

The State of New Hampshire, Department of Safety, Division of State Police is contracting Martha Flournoy d/b/a Martha's Sew it All, 79 South Street, Concord, New Hampshire, to perform alterations and repairs to uniform clothing on an as needed basis (per the attached price list, "Attachment A"). The contract will become effective upon Governor and Council approval through June 30, 2017.

The contractor agrees not to make any unauthorized alterations to State Police uniform clothing.

EXHIBIT B

The contractor agrees to invoice the Division of State Police for each individual that has alterations done. The invoice shall include the person's name and State Police ID number along with a description of the work completed. The contractor agrees not to exceed the quoted prices or the contract amount of \$10,000.00 (\$5,000.00 per Fiscal Year). The State of New Hampshire agrees to make payment of such invoices within 30 days of receipt, acceptance and approval.

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

	<u>FY 2016</u>	<u>FY 2017</u>
02-23-23-234015-2305 020-500212 Current Expenses – Clothing	Dept. of Safety – Div of State Police – Commercial Enforcement \$ 1,500.00	Commercial Enforcement \$ 1,500.00
02-23-23-234015-4003 020-500212 Current Expenses – Clothing	Dept. of Safety – Div of State Police – Traffic Bureau \$ 3,000.00	Traffic Bureau \$ 3,000.00
02-23-23-234015-4010 020-500212 Current Expenses – Clothing	Dept. of Safety – Div of State Police – Enforcement \$ 500.00	Enforcement \$ 500.00
Total	\$ 5,000.00	\$ 5,000.00

EXHIBIT C

The Contractor and the Department of Safety agree to waive the insurance provisions of P-37, 14.1.1 and accept the contractor's coverage of \$1,000,000.00 per occurrence as it is adequate for the service of alterations.

Contractor's Initials MPF

Date 6/17

ALTERATIONS "ATTACHMENT A"
ALTERATIONS AND REPAIRS PRICE LIST
(Disclaimer: this list may not be all inclusive)

	Price		Price
STATE POLICE UNIFORMS			
Shirts			
Hem, long-sleeve	\$12.00		
Hem, short-sleeve	\$10.00		
Zipper	\$12.00		
Pants			
Back waist	\$15.00		
Hem	\$15.00		
Repair pocket	\$5.00 \$10.00(Replace)		
Zipper	\$15.00		
Miscellaneous			
Buttonholes	\$3.00		
Buttons	\$1.00		
Coat hem, lined (dress blouse)	\$40.00		
Dress blouse sleeves – move Chevron	\$5.00		
Embroidered badge off	\$1.00		
Embroidered badge sewn on	\$4.00		
Name tape off	\$1.00		
Name tape sewn on	\$3.00		
Parka zipper	\$37.50		
Patch off	\$1.00		
Patch on	\$4.00		
Service stripes off	\$1.00		
Service stripes on	\$15.00		