

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

March 25, 2015

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

Your Excellency and Members of the Council:

REQUESTED ACTION

1. Authorize the Department of Justice to conduct a three-day advanced conference entitled "2015 Partnering for a Future Without Violence", to be held June 3-5, 2015 at Southern New Hampshire University, Manchester, New Hampshire, at a cost not to exceed \$54,577.99 through June 30, 2015 Funding Source: 66% Agency Income, 34% Federal Funds.
2. Subject to approval of paragraph one, authorize the Department of Justice to accept and expend registration fees for the conference as mentioned above, in the amount of \$125.00, from each of an estimated 250 attendees, and at a reduced rate of \$25.00, from each of an estimated 200 scholarship recipients, for a total of \$36,250 to help defray the cost of this conference and facility expenses, effective upon the date of Governor and Council approval through June 30, 2015. 100% Agency Income.

Funds received are to be budgeted in account #02-20-20-200010-0861000, Department of Justice, 2015 Domestic Violence/Child Abuse Conference.

<u>Class</u>	<u>Description</u>	<u>Current Budget</u>	<u>Requested Action</u>	<u>New Budget</u>
067-500559	Training of Providers/Facility Rentals	\$0	\$36,250	\$36,250
009-403259	Agency Income	(\$0)	(\$36,250)	(\$36,250)

3. Subject to approval of paragraph one and paragraph two, authorize the Department of Justice to enter into an agreement with Southern New Hampshire University. (Vendor #177206) in an amount not to exceed \$13,703.99 for the purpose of providing necessary conference facilities and services, for the three-day advanced training conference, effective upon the date of Governor and Council approval through June 5, 2015. 78% Agency Income, 22% Federal Funds.

Funds are available for this contract in account #02-20-20-201510-50170000 entitled "Violence Against Women Act Grant" as well as other funds from account #02-20-20-200010-08610000, Department of Justice, 2015 Domestic Violence/Child Abuse Conference.

<u>Account #</u>	<u>Class</u>	<u>Description</u>	<u>Amount</u>
50170000	072-500573	Grants Federal/Grants to Institutions	\$3,000.00
08610000	067-500559	Training of Providers/Facility Rentals	\$10,703.99
			\$13,703.99

4. Subject to approval of paragraph one, paragraph two and paragraph three, authorize the Department of Justice to enter into an agreement with Sodexo Operations LLC (Vendor #201064) in an amount not to exceed \$29,375 for the purpose of providing lunches and refreshment breaks, for the three-day advanced training conference, effective upon the date of Governor and Council approval through June 5, 2015. 87% Agency Income, 13% Federal Funds.

Funds are available for this contract in account #02-20-20-201510-44600000 entitled "Children's Justice Act Grant", as well as other funds from account#02-20-20-200010-08610000, Department of Justice, 2015 Domestic Violence/Child Abuse Conference.

<u>Account #</u>	<u>Class</u>	<u>Description</u>	<u>Amount</u>
44600000	072-500577	Grants Federal/Grants of Food	\$ 3,828.99
08610000	067-500559	Training of Providers/Facility Rentals	\$25,546.01
			\$29,375.00

EXPLANATION

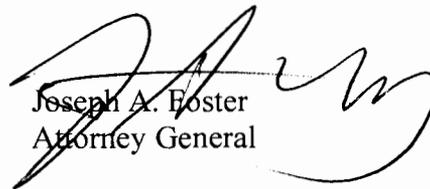
1. The Department of Justice is requesting approval to conduct an advanced three-day training conference for professionals involved with the issues of child abuse and neglect, domestic and sexual violence, stalking, strangulation, human trafficking and elder abuse. The Department is committed to providing high-quality, low cost training to New Hampshire professionals. The Department anticipates that up to 625 individuals will attend this year's event, including judges, law enforcement, attorneys, victim advocates, child protection workers, adult protective workers, treatment providers, medical professionals and educators.
2. Of the projected number of training conference attendees, 250 attendees will pay a \$125.00 registration fee for the conference directly to the Treasurer, State of New Hampshire. In order to broaden the level of representation of individuals statewide and to maximize the benefit of this conference, the Department of Justice will also provide reduced rate scholarships of \$25.00 to cover the cost of attending for those agencies and individuals who, due to budget restraints, would not be able to attend.
3. Due to the anticipated numbers of attendees, there are limited facilities that have sufficient capacity to host this event. Southern New Hampshire University was the only facility that submitted a bid for the specified dates. Many other facilities were of insufficient capacity to accommodate the size of the conference.

4. Sodexo Operations LLC provides food services for Southern New Hampshire University. Because it is not a part of Southern New Hampshire University, a separate contract is required, although its bid was included in the bid submitted by Southern New Hampshire University.

There are other conference cost items such as printing of materials, supplies, as well as speakers' fees and travel expenses which are part of, and necessary for, the overall conference. These items are accounted for in the attached budget.

In the event that federal funds become no longer available, General Funds will not be requested to support this program. Thank you for your consideration.

Respectfully submitted,



Joseph A. Foster
Attorney General

JAF/dms
Enc.
1181740

2015 Partnering For a Future Without Violence Conference

Budget

ITEM	BUDGETED
PRINTING	\$550
PROGRAM GUIDE	
SUPPLIES	\$1,500
BINDERS, PORTFOLIOS, NAME TAGS, LABELS	
PRESENTER EXPENSES	\$7,449
NDA	\$2,499
JUSTIN FITZSIMMONS	\$2,000
AEQUITAS	\$1,200
THE PRIDE CENTER OF VERMONT	\$850
REBECCA CAMPBELL	\$600
DARCIE FOLSUM	\$300
HOTEL ACCOMMODATIONS	\$2,000
FACILITY CONTRACTS	\$43,078.99
SNHU	\$13,703.99
SODEXO OPERATIONS, LLC	\$29,375.00
TOTAL	\$54,577.99

“2015 Partnering for a Future Without Violence”

Conference Dates: June 3-5, 2015

BID LIST OF FACILITIES

<u>Business</u>	<u>Location</u>	<u>Quote</u>
Southern New Hampshire University/Sodexo	Manchester, NH	\$51,116.47

Other facilities were contacted but were either unavailable on the scheduled dates of June 3-5, 2015, chose to not submit a bid or were not large enough to accommodate the anticipated size of the conference. These facilities were:

Keene State College	Keene, NH
Plymouth State University	Plymouth, NH
The Radisson Hotel Manchester	Manchester, NH
Attitash Grand Summit Hotel	Bartlett, NH
North Conway Grand Hotel	North Conway, NH
Nashua Marriott Hotel	Nashua, NH
Crowne Plaza	Nashua, NH
Radisson Hotel	Nashua, NH
Mountain View Grand Hotel	Whitefield, NH
Waterville Valley Conference Center	Waterville Valley, NH
The Executive Court Banquet Facility	Manchester, NH

“2015 Partnering for a Future Without Violence”

AGENDA - DRAFT

WEDNESDAY JUNE 3, 2015

8:00 am - 9:00 am	Registration
9:00 am - 9:15 am	Welcome and Introductory Remarks
9:15 am - 10:15 am	Keynote Address
10:15 am - 10:30 am	Break
10:30 am - 12:00 pm	<u>Session 1:</u> Seminars 1 - 7
12:00 pm - 1:15 pm	Lunch and <i>Honorable William D. Paine II</i> and <i>Jennifer Pierce Weeks</i> Awards Ceremony
1:15 pm - 2:45 pm	<u>Session 2:</u> Seminars 8 - 14
2:45 pm - 3:00 pm	Break
3:00 pm - 4:30 pm	<u>Session 3:</u> Seminars 15 - 21

THURSDAY JUNE 4, 2015

8:30 am - 9:00 am	Registration
9:00 am - 10:30 am	<u>Session 4:</u> Seminar 22 -28
10:30 am - 10:45 am	Break
10:45 am - 12:15 pm	<u>Session 5:</u> Seminars 29 - 35
12:15 pm - 1:15 pm	Lunch and <i>Sandra Matheson</i> Award Ceremony
1:15 pm - 2:45 pm	<u>Session 6:</u> Seminars 36 - 42
2:45 pm - 3:00 pm	Break
3:00 pm - 4:30 pm	<u>Session 7:</u> Seminars 43 - 49

FRIDAY, JUNE 5, 2015

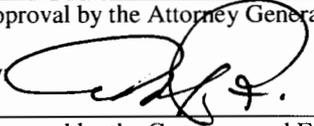
8:30 am - 9:00 am	Registration
9:00 am - 10:00 am	Keynote Address
10:30 am - 12:00 pm	<u>Session 8:</u> Seminars 50 - 56
12:00 pm - 1:00 pm	Lunch and <i>Roger Fossum</i> Award Ceremony
1:00 pm - 2:30 pm	<u>Session 9:</u> Seminars 57 - 61

Subject: Partnering for a Future Without Violence (6/3-6/5/15) 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 Department of Justice		1.2 State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3 Contractor Name Southern New Hampshire University		1.4 Contractor Address 2500 North River Road Manchester, NH 03106	
1.5 Contractor Phone Number 603-645-9612	1.6 Account Number	1.7 Completion Date 6/5/15	1.8 Price Limitation \$13,703.99
1.9 Contracting Officer for State Agency Danielle Snook		1.10 State Agency Telephone Number (603) 271-3671	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joseph Sergi, Chief Financial Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/12/2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		SARA R. VEILLEUX Notary Public - New Hampshire My Commission Expires March 20, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Sara Veilleux, Notary Public			
1.14 State Agency Signature Kathleen Carn		1.15 Name and Title of State Agency Signatory Kathleen Carn, Dir. of Admin.	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 3/17/15			
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.

Contractor Initials 
Date 3/2/15

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 _____
Date 3/2/15

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

SCOPE OF SERVICE

The Contractor will provide conference facilities, tables, chairs, linens, audio visual equipment and audio visual support and other necessary equipment or supplies, for up to six-hundred (600) attendees at the three (3) day advanced training conference entitled “*Partnering for a Future Without Violence*”. This training has been scheduled for June 3-5, 2015 but these dates may be changed if mutually agreeable to both parties.

1. Facility Services

The Department of Justice will provide a guaranteed count of attendees to the Contractor within five (5) business days prior to the event. These counts will include employees of the Department of Justice, presenters and scholarship recipients.

The Contractor will provide the following rooms as necessary to accommodate conference attendance (or others if agreed to be more appropriate by the Department and the Contractor): the Field House, Dining Center Banquet Halls, Hospitality Salons, Walker Auditorium, Miles Room and Hospitality Classroom 202 or Penmen Room (TBD).

The Contractor will provide tables, chairs, linens, staging and other necessary equipment or supplies necessary to accommodate attendance and facilitate the agenda.

The Contractor will provide necessary audio visual equipment (to include but not be limited to: screens, laptops, projectors, white boards and flipcharts, microphones and sound-systems) as requested by the Department of Justice. Additionally the Contractor will provide personnel to setup the equipment and make technical assistance available in each of the rooms provided.

The Contractor will make available overnight accommodations for participants attending the conference. Individual participants will be responsible for making their own reservations and paying the contractor directly.

Services to be provided by the Contractor are those services described in the Contractor’s proposal and are included in Exhibits A and B.

2. Bill For Services

For all expenses claimed, the Contractor shall deliver to the Administrator of the Department of Justice, within thirty (30) days of delivery of the contracted services, a voucher and bill for services rendered. The Voucher shall contain:

2.1 The identity of each service provided;

- 2.2 The date(s) upon which services were provided;
- 2.3 The amount due for each service provided; and
- 2.4 The total amount due for services provided.

3. Contract Price

The Contract Price specified in the bill submitted by the Contractor is due and payable forty-five (45) days subsequent to the submission of that bill and voucher for satisfactory delivery of the services described in this Exhibit B.

EXHIBIT B

CONTRACT PRICE

1. The Contract Price shall be thirteen thousand seven hundred three dollars and ninety-nine cents (\$ 13,703.99) for conference facilities and audio visual services specifically identified below:

- 1.1. One (1) general session room set to accommodate total attendance (600), the rental of tables, chairs, linens, staging and other equipment and/or supplies necessary to accommodate the attendance and facilitate the plenary sessions and meals to be held in that space;
- 1.2. Six (6) additional breakout rooms for concurrent workshops and the rental of tables, chairs, linens, staging and other equipment and/or supplies necessary to accommodate attendance;
- 1.3. One (1) registration area with two stations to include, but not be limited to: three (3) tables (with linens) and four (4) chairs;
- 1.4. One (1) resource area with six (6) tables (with linens);
- 1.5. One (1) area with eight (8) tables (with linens) to accommodate book fair; and
- 1.6. Provision of necessary audio/visual equipment (to include by not be limited to: podiums, microphone systems, DVD/VCR's, projectors, screens, flip charts and whiteboards) and the availability of audio-visual personnel to setup equipment and provide technical assistance and support as needed in the general session and breakout rooms.

EXHIBIT C

SPECIAL PROVISIONS

1. 14.1.1 is modified as follows “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 \$1,000,000 per occurrence and excess/umbrella liability in amounts of not less than \$40,000,000 per occurrence”.

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 SOUTHERN NEW HAMPSHIRE UNIVERSITY is a New Hampshire nonprofit corporation formed August 21, 1968. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of February A.D. 2015

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

William M. Gardner
Secretary of State



Certificate of Authority

The undersigned officer certifies that as of March 2, 2015, the following resolution is duly authorized by the Board of Trustees of Southern New Hampshire University, and remains in full force and effect.

RESOLUTION:

That Paul J. LeBlanc, President; Joseph Sergi, Chief Financial Officer/Treasurer; and Robert Freese, Secretary, or any one of them acting singly, be, and hereby are, authorized to enter into and sign contracts and grant agreements with the State of New Hampshire and the Department of Education, Postsecondary Education Commission, and other agencies of the State of New Hampshire including the Department of Resources and Economic Development and, generally to execute agreements on behalf of the University.

I further certify that Paul J. LeBlanc is President of Southern New Hampshire University, Joseph A. Sergi is Chief Financial Officer/Treasurer of Southern New Hampshire University, and Robert Freese is Secretary of Southern New Hampshire University.

In witness whereof, I, R. Yvette Clark, being duly constituted Assistant Secretary of the Board of Trustees of Southern New Hampshire University, have hereunto set my hand and seal this 2nd day of March, 2015.

3/2/15

Date

R. Yvette Clark

STATE OF NEW HAMPSHIRE
HILLSBOROUGH COUNTY

Subscribed and sworn to before me on this 2nd day of March, 2015.

Notary

SARA R. VEILLEUX
Notary Public - New Hampshire
My Commission Expires March 20, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2015

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 Fred C. Church, Inc. 41 Wellman Street Lowell, MA 01851 (800) 225-1865	CONTACT NAME: Claire Bolduc, CIC, AAI, CISR, CSRM	
	PHONE (A/C, No, Ext): 978 3227168 FAX (A/C, No): (978) 454-1865 E-MAIL ADDRESS: cbolduc@fredchurch.com	
INSURED Southern New Hampshire University 2500 North River Road Manchester, NH 03106	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Charter Oak Fire Ins. Co.	25615
	INSURER B: United Educators Insurance, a Reciprocal Risk Retention Group	10020
	INSURER C: Travelers Property Casualty Co. of America	25674
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 30401 **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CGL201400220900	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$					
	GENERAL AGGREGATE \$ 3,000,000					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		810717K5266COF14	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
	\$					
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000		GLX2014002209	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 40,000,000
	AGGREGATE \$ 40,000,000					
	\$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	YKUB717K524214	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Educators Legal Liability \$5,000,000 Each Claim/\$5,000,000 Annual Aggregate					
B	Professional Liability		ELS201400220900	7/1/2014	7/1/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is named as an additional insured on the General Liability policy.

CERTIFICATE HOLDER **CANCELLATION**

New Hampshire Attorney General's Office
 Danielle Snook
 33 Capitol Street
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE
Herman P Laturnau

New Hampshire Department of Labor

Employers' Workers' Compensation Insurance Coverage Verification

Coverage/Injury/Illness Date Default = Today's Date

Employer Name Contains Starts With

OR

Federal Employer Identification Number

Worker's Compensation Insurance Coverage Provider: TRAVELERS INDEMNITY CO

Policy Number: YKUB717K524214

Coverage/Injury/Illness Date: 02/26/15

[Return to Policy Results](#)

Page size: 20

Page 1

Employer Name	Street Address	City	State	Zip
<input type="text"/>		<input type="text"/>		<input type="text"/>
SOUTHERN NEW HAMPSHIRE UNIVERSITY	2500 N RIVER RD	MANCHESTER	NH	03106-1018
SOUTHERN NEW HAMPSHIRE UNIVERSITY	231 CORPORATE DR	PORTSMOUTH	NH	03801-6886
SOUTHERN NEW HAMPSHIRE UNIVERSITY	25 PELHAM RD	SALEM	NH	03079-4851
SOUTHERN NEW HAMPSHIRE UNIVERSITY	670 COMMERCIAL STREET	HOOKSETT	NH	03106
SOUTHERN NEW HAMPSHIRE UNIVERSITY	33 S COMMERCIAL ST	MANCHESTER	NH	03101-2626
SOUTHERN NEW HAMPSHIRE UNIVERSITY	546 AMHERST ST	NASHUA	NH	03063-1016
SOUTHERN NEW HAMPSHIRE UNIVERSITY	2500 N RIVER RD	MANCHESTER	NH	03106-1018

Page size: 20

Page 1

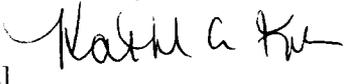
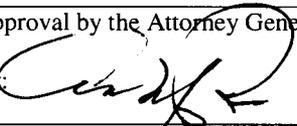
Subject: Partnering For A Future Without Violence (6/3-6/5/2015) FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Attorney General's Office</u>		1.2 State Agency Address <u>33 Capitol Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Sodexo Operations, LLC</u>		1.4 Contractor Address <u>2500 North River Road, Manchester NH 03106</u>	
1.5 Contractor Phone Number <u>603-645-9710</u>	1.6 Account Number <u></u>	1.7 Completion Date <u>6/5/2015</u>	1.8 Price Limitation <u>\$29,375</u>
1.9 Contracting Officer for State Agency <u>Danielle Snook</u>		1.10 State Agency Telephone Number <u>603-271-3671</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Daniel Van Avery, General Manager</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>3-4-15</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  [Seal]		1.13.2 Name and Title of Notary or Justice of the Peace <u>Kathleen Ann Fowler</u> <u>Notary Public, State of New Hampshire</u> <u>My Commission Expires July 2, 2019</u>	
1.14 State Agency Signature <u>Kathleen Carr</u>		1.15 Name and Title of State Agency Signatory <u>Kathleen Carr, Dir. of Admin.</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:  On: <u>3/17/15</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.

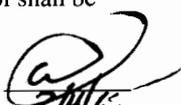
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

Contractor Initials 
Date 3/11/16

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 SCOPE OF SERVICE

The Contractor will provide up to: three (3) coffee services, three (3) buffet luncheons and two (2) refreshment breaks, for up to 625 attendees at the three (3) day advanced training conference entitled "*Partnering for a Future Without Violence*". This training has been scheduled for June 3-5, 2015 but these dates may be changed if mutually agreeable to both parties.

1. Banquet Functions

1.1 A guaranteed count will be provided three (3) business days prior to each meal/break for the number of guests to receive coffee service, refreshment breaks and lunches, June 3-5, 2015. These counts will include employees of the Department of Justice, presenters and scholarship recipients, to which the Department of Justice will add the number of individual pre-paid registrants.

1.2 The guaranteed count of the employees of the Department of Justice, presenters and scholarship recipients is the minimum for which the Department of Justice shall be charged.

Services to be provided by the Contractor are those services described in the Contractor's proposal and are included in Exhibits A and B.

2. Bill For Services

For all expenses claimed, the Contractor shall deliver to the Administrator of the Department of Justice, within thirty (30) days of delivery of the contracted services, a voucher and bill for services rendered. The Voucher shall contain:

- 2.1 The identity of each service provided;
- 2.2 The date(s) upon which services were provided;
- 2.3 The amount due for each service provided; and
- 2.4 The total amount due for services provided.

3. Contract Price

The Contract Price specified in the bill submitted by the Contractor is due and payable forty-five (45) days subsequent to the submission of that bill and voucher for satisfactory delivery of the services described in this Exhibit B.

EXHIBIT B

CONTRACT PRICE

1. The Contract Price shall be twenty nine thousand three hundred and seventy five dollars (\$29,375) for all meals and breaks as specifically identified below:
 - 1.1. One (1) coffee service, refreshment break and buffet luncheon on June 3, 2015, one (1) coffee service, refreshment break and buffet luncheon on June 4, 2015 and up to one (1) coffee service and buffet luncheon on June 5, 2015 for up to 625 attendees at the ***“Partnering for a Future Without Violence”*** conference. The cost is up to \$47.00 per person inclusive of gratuity. Total cost not to exceed \$29,375 (625 people x \$47.00)

EXHIBIT C

SPECIAL PROVISIONS

1. 14.1.1 is modified as follows “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 \$1,000,000 per occurrence” .

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 Sodexo Operations, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on December 27, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of February, A.D. 2015

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

William M. Gardner
Secretary of State

INSTRUMENT OF DELEGATION

The undersigned, holding the position of Vice President of SODEXO, INC. appoints and delegates to Dan Vanavery, General Manager, Southern New Hampshire University, Campus Services, of Sodexo, Inc., the authority to perform the duties specifically described below in connection with the below described transactions. This delegation is made pursuant to authority contained in certain resolutions adopted by the Board of Directors of SODEXO, INC. on February 15, 2014, which resolutions remain in full force and effect.

Transaction: Authorized to enter into a contract agreement with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

Term: This delegation shall commence on the Effective Date of Delegation indicated below and shall terminate automatically at the election of the Company.

Effective Date
of Delegation: February 24, 2015

SODEXO, INC.

By: Robert A. Stern
Robert A. Stern
Vice President and General Counsel

ATTEST:

Scott Robins
Scott Robins
Vice President, Associate General Counsel
and Corporate Secretary

Signature Date: February 24, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/11/2015

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.

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PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Sodexo, Inc. and Its Subsidiaries 9801 Washingtonian Boulevard Suite 1012 Gaithersburg MD 20878-5355 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: New Hampshire Ins Co		23841
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570056802829 **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. **Limits shown are as requested**

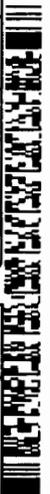
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER.			GL7266975 SIR applies per policy terms & conditions	06/01/2014	06/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 SIR \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC027527735 AOS WC027527739 CA	06/01/2014 06/01/2014	06/01/2015 06/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570056802829

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of New Hampshire Department of Justice 33 Capitol Street Concord, NH 03301 is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire department of Justice 33 Capitol Street Concord NH 03301 USA	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 <i>Aon Risk Services Central, Inc</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Sodexo, Inc. and Its Subsidiaries	
POLICY NUMBER See Certificate Number: 570056802829			
CARRIER See Certificate Number: 570056802829	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
A				GL7266975 SIR applies per policy terms & conditions	06/01/2014	06/01/2015	Liquor Liability \$1,000,000
	WORKERS COMPENSATION						
B		N/A		WC027527742 FL	06/01/2014	06/01/2015	
B		N/A		WC027527741 MA, ND, WA, WI, WY	06/01/2014	06/01/2015	
B		N/A		WC027527736 IL, KY, NC, NH, UT, VT	06/01/2014	06/01/2015	
B		N/A		WC027527737 NJ, PA	06/01/2014	06/01/2015	
B		N/A		WC027527738 AK, AZ, GA, VA	06/01/2014	06/01/2015	
B		N/A		WC027527740 ME	06/01/2014	06/01/2015	



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Sodexo, Inc. and Its Subsidiaries	
POLICY NUMBER See Certificate Number: 570056802829			
CARRIER See Certificate Number: 570056802829	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

Designation of Additional Insureds. It is agreed that, with respect to the insurance afforded by the above referenced policies, excluding workers' Compensation and Employer's Liability, the provisions of the policy designating who is insured thereunder have been amended to include any person or organization, the "Additional Insured", for whom the Named Insured agrees in writing to procure liability insurance, provided:

a) The coverage and limits of liability afforded to such "Additional Insured" apply only to the extent required by the agreement, but in no event for coverage not afforded by the policy, nor for limits of liability greater than the insurer's liability stated in the policy declarations; b) The inclusion of more than one insured shall not increase the limits of the insurer's liability; and c) The designation hereunder of the "Additional Insured" as an insured shall be null and void during the term of any separate liability insurance policy not listed herein and procured by the Named Insured for such "Additional Insured".

New Hampshire Department of Labor

Employers' Workers' Compensation Insurance Coverage Verification

Coverage/Injury/Illness Date Default = Today's Date

Employer Name Contains Starts With

OR

Federal Employer Identification Number

Worker's Compensation Insurance Coverage Provider: NEW HAMPSHIRE INSURANCE COMPANY

Policy Number: WC027527736

Coverage/Injury/Illness Date: 03/04/15

[Return to Policy Results](#)

Page size: 20

Page 1

Employer Name	Street Address	City	State	Zip
<input type="text"/>		<input type="text"/>		<input type="text"/>
PATRIOT MEDICAL TECHNOLOGIES OF OHIO INC	NO SPECIFIC ADDRESS (RECORD TYPE) SUBMITTED		NH	
ROTH BROS INC	NO SPECIFIC ADDRESS (RECORD TYPE) SUBMITTED		NH	
SODEXO AMERICA LLC	NO SPECIFIC ADDRESS (RECORD TYPE) SUBMITTED		NH	
SODEXO INC	NO SPECIFIC ADDRESS (RECORD TYPE) SUBMITTED		NH	
SODEXO MANAGEMENT INC	NO SPECIFIC ADDRESS (RECORD TYPE) SUBMITTED		NH	
SODEXO OPERATIONS LLC	NO SPECIFIC ADDRESS (RECORD TYPE) SUBMITTED		NH	
VIRIDIAN SYSTEMS LLC	NO SPECIFIC ADDRESS (RECORD TYPE) SUBMITTED		NH	

Page size: 20

Page 1