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State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

April 25, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, NH 03301

Requested Action

Pursuant to RSA 21-P:12-a(c), authorize the Department of Safety to enter into a three year agreement with Contigiani's Catering Service, Inc. (VC#155874-B001) 11 Durkee Street, Laconia, New Hampshire 03246 in an amount not to exceed \$113,700.00 to provide catering services for students, activations of the Emergency Operations Center, and other events. Effective July 1, 2017 or upon Governor and Council approval (whichever is later) through June 30, 2020. Funding source: 9% State Funds/91% Other Funds (as detailed below).

Funds are anticipated to be available in the SFY2018, SFY2019, and SFY2020, contingent upon availability and continued appropriation of funds in future operating budgets, with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	<u>SFY2018</u>	<u>SFY2019</u>	<u>SFY2020</u>	<u>Funding Source</u>
Activity Code: 2370				
02-23-23-237010-40650000 Dept. of Safety – Fire Strdrs TRNG-EMS – Fire Strdrs & EMS Admin 103-500738 Food Service	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	100% Revolving Funds
02-23-23-237010-46520000 Dept. of Safety – Fire Strdrs TRNG-EMS – Fire Strdrs Instruction 020-500200 Supplies (Consumables)	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	100% Revolving Funds
Activity Code: 2360				
02-23-23-236010-27400000 Dept. of Safety – HSEM – Emergency Mgmt Admin 020-500200 Supplies (Consumables)	\$15,000.00	\$15,000.00	\$15,000.00	57%Private Local Funds/32% Federal/11% Revolving
02-23-23-236010-27600000 Dept. of Safety – HSEM – Seabrook Station 020-500200 Supplies (Consumables)	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	100% Private Local Funds
Activity Code: 2310				
02-23-23-231010-88960000 Dept. of Safety – Office of Commissioner – Broadband Grant 021-502668 Food Non-Institutional	\$ 1,500.00	\$ 1,500.00	\$0.00	100% Federal Funds
02-23-23-231010-41950000 Dept. of Safety – Office of Commissioner – HmeInd Security Grant 021-502668 Food Non-Institutional	\$ 600.00	\$ 600.00	\$0.00	100% Federal Funds
Job Code#	23HS15AD	23HS16AD		

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Activity Code: 2340				
02-23-23-234015-40030000 Dept. of Safety – Division of State Police – Traffic Bureau 020-500200 Supplies (Consumables)	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	52.17% General Funds/25% Highway/22.83%Turnpike
02-23-23-234010-50010000 Dept. of Safety – Division of State Police – Watercraft Safety 020-500200 Supplies (Consumables)	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	100% Revolving Funds
Activity Code: 2365				
02-23-23-236510-13950000 Dept. of Safety – Emer Comm – Bur of Emergency Communication 020-500200 Supplies (Consumables) 23ADM	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	100% Agency Income
Activity Code: 2380				
02-23-23-238010-50020000 Dept. of Safety Fire Safety – Fire Safety Administration 020-500200 Supplies (Consumables)	\$ 500.00	\$ 500.00	\$ 500.00	100% Revolving Funds
Total	\$38,600.00	\$38,600.00	\$36,500.00	

Explanation

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

The Division of Fire Standards & Training and Emergency Medical Services posted the bid on the State's Purchase & Property website from February 28, 2017 through March 9, 2017. Three vendors submitted bids, with Contigiani's Catering Services, Inc. submitting the lowest bid.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

Contigiani's Catering Service, Inc. **Alan's of Boscawen, Inc.** **Papa Gino's Inc.**

Vendor Name:**Quotes for July 1, 2017-****June 30, 2018**

	Per Person Cost	Per Person Cost2	Per Person Cost2
Continental breakfast	\$5.25	\$5.50	\$8.00
Full breakfast	\$7.85	\$8.50	\$10.00
Full luncheon	\$10.23	\$10.50	\$15.00
Luncheon/Dinner Sandwich Setup or boxed sandwich meal	\$9.18	\$9.50	\$15.00
Full dinner	\$11.28	\$13.50	\$15.00
Coffee Station	\$1.20	\$2.50	\$2.00
Additional cost per person for china service	\$2.50	\$2.50	n/a
The total of 75 meals of full luncheon price, the total of 75 meals of luncheon/dinner sandwich setup or boxed sandwich meal, and the total of 75 meals of a full dinner.	\$2,301.75	\$2,512.50	\$3,375.00

Quotes for July 1, 2018-**June 30, 2019**

	Per Person Cost	Per Person Cost2	Per Person Cost2
Continental breakfast	\$5.25	\$5.50	\$8.00
Full breakfast	\$7.85	\$8.50	\$10.00
Full luncheon	\$10.23	\$10.50	\$15.00
Luncheon/Dinner Sandwich Setup or boxed sandwich meal	\$9.18	\$9.50	\$15.00
Full dinner	\$11.28	\$13.50	\$15.00
Coffee Station	\$1.20	\$2.50	\$2.00
Additional cost per person for china service	\$2.50	\$2.50	n/a
The total of 75 meals of full luncheon price, the total of 75 meals of luncheon/dinner sandwich setup or boxed sandwich meal, and the total of 75 meals of a full dinner.	\$2,301.75	\$2,512.50	\$3,375.00

Quotes for July 1, 2019-**June 30, 2020**

	Per Person Cost	Per Person Cost2	Per Person Cost2
Continental breakfast	\$5.37	\$6.05	\$8.00
Full breakfast	\$8.05	\$9.35	\$10.00
Full luncheon	\$10.43	\$11.55	\$15.00
Luncheon/Dinner Sandwich Setup or boxed sandwich meal	\$9.23	\$10.45	\$15.00
Full dinner	\$11.28	\$14.85	\$15.00
Coffee Station	\$1.20	\$2.75	\$2.00
Additional cost per person for china service	\$2.50	\$2.50	n/a
The total of 75 meals of full luncheon price, the total of 75 meals of luncheon/dinner sandwich setup or boxed sandwich meal, and the total of 75 meals of a full dinner.	\$2,320.50	\$2,763.75	\$3,375.00

Total for three fiscal years**\$6,924.00****\$7,788.75****\$10,125.00**

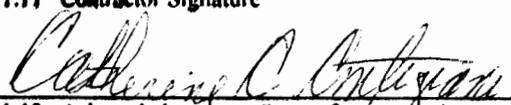
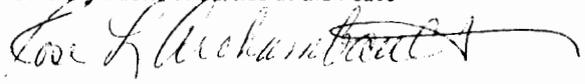
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Safety		1.2 State Agency Address 33 Hazen Drive, Concord, New Hampshire 03305	
1.3 Contractor Name Contigiani's Catering Service, Inc.		1.4 Contractor Address 11 Durkee Street, Laconia, New Hampshire 03246	
1.5 Contractor Phone Number 603-524-4518	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2020	1.8 Price Limitation not to exceed \$113,700.00
1.9 Contracting Officer for State Agency Deborah Pendergast, Director		1.10 State Agency Telephone Number 603-223-4200	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Catherine C Contigiani President	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Belknap</u> On <u>April 4, 2017</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] 		ROSE L. ARCHAMBAULT NOTARY PUBLIC - State of New Hampshire My Commission Expires July 24, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Rose L. Archambault, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Steven Lavoie, Director of Administration	
Date: <u>4/25/17</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) (if applicable) By:  On: <u>5/4/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

Contigiani's Catering Service, Inc. shall provide the following catering services in accordance with RFB #563-18 to the Department of Safety. The contract period is effective from July 1, 2017 or upon Governor & Council approval (whichever happens later) through June 30, 2020.

SECTION A:

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

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

Coffee Station:

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

Continental Breakfast:

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

Full Breakfast:

Eggs (specify style)
Breakfast Meat (sausage and/or bacon)
Breakfast Potato
Fresh Fruit or Fruit Salad
Pancakes and/or French Toast
Muffins
Bagels
Butter
Jellies and Jams
Cream Cheese
Coffee and Tea with milk, creamer, sugar, Splenda, and Equal
Bottled Water
Juice (s)

A Vegetarian and/or Gluten Free substitute option available upon request.
ALL associated condiments, plates, cups, napkins, forks, spoons, knives, stirrers, etc.

Full Luncheon:

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

Luncheon/Dinner Sandwich Setup or boxed sandwich meal:

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

Full Dinner:

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

The State of New Hampshire, Department of Safety shall agree to provide the following support services:

1. Trash removal and general site maintenance
2. Reasonable access to the facility for setup and breakdown of materials

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

Outside agencies or non-state organizations, not mentioned in this contract, will hold events at the Fire Academy and may be directed to the vendor awarded this contract. These agencies shall be entitled the same pricing within

this contract, and shall be invoiced and paid directly from the other agency. These other non-state organizations are eligible to be charged any State Rooms/Meals Tax.

SECTION B:

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

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

Pricing is as follows:

QUOTES for July 1, 2017 – June 30, 2018	PER PERSON COSTS
Continental breakfast	\$ 5.25
Full breakfast	\$ 7.85
Full luncheon	\$10.23
Luncheon/Dinner Sandwich Setup or boxed sandwich meal	\$ 9.18
Full dinner	\$11.28
Coffee station	\$ 1.20
Additional cost per person for China service:	\$ 2.50

QUOTES for July 1, 2018 – June 30, 2019	PER PERSON COSTS
Continental breakfast	\$ 5.25
Full breakfast	\$ 7.85
Full luncheon	\$10.23
Luncheon/Dinner Sandwich Setup or boxed sandwich meal	\$ 9.18
Full dinner	\$11.28
Coffee station	\$ 1.20
Additional cost per person for China service:	\$ 2.50

QUOTES for July 1, 2019 – June 30, 2020	PER PERSON COSTS
Continental breakfast	\$ 5.37
Full breakfast	\$ 8.05
Full luncheon	\$10.43
Luncheon/Dinner Sandwich Setup or boxed sandwich meal	\$ 9.23
Full dinner	\$11.28
Coffee station	\$ 1.20
Additional cost per person for China service:	\$ 2.50

EXHIBIT B

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

The total contract price shall not exceed \$ 13,700.00 and breaks down as follows:

Fiscal Year 2018	\$38,600.00
Fiscal Year 2019	\$38,600.00
Fiscal Year 2020	\$36,500.00

See Exhibit C for additional breakdown by account number.

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

NH Department of Safety
33 Hazen Drive
Concord, NH 03305

EXHIBIT C

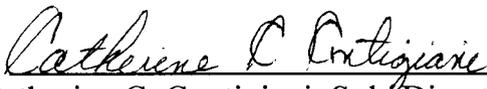
The appropriate account numbers for the P-37 form, section 1.6 are listed below:

	FY2018	FY2019	FY2020
Fire Standards & Training and Emergency Medical Services			
010-023-46520000-500200	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
010-023-40650000-500738	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Homeland Security and Emergency Management			
010-023-27400000-500200	\$15,000.00	\$15,000.00	\$15,000.00
010-023-27600000-500200	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Office of Commissioner			
010-023-88960000-502668	\$1,500.00	\$1,500.00	\$ 0.00
010-023-41950000-502668	\$ 600.00	\$ 600.00	\$ 0.00
Job Code#	23HS15AD	23HS16AD	
State Police			
010-023-40030000-500200	\$3,500.00	\$3,500.00	\$3,500.00
Safety Services			
010-023-50010000-500200	\$4,000.00	\$4,000.00	\$4,000.00
Emergency Communications			
010-023-13950000-500200-23ADM	\$2,000.00	\$2,000.00	\$2,000.00
Fire Safety			
010-023-50020000-500200	\$ 500.00	\$ 500.00	\$ 500.00
TOTAL	\$38,600.00	\$38,600.00	\$36,500.00

CERTIFICATE OF AUTHORITY
Contigiani's Catering Service, Inc.

I, Catherine C. Contigiani, hereby certify that I am Sole Director of
Contigiani's Catering Service, Inc.

I further certify that I am empowered to execute all contracts
and documents as deemed necessary and
appropriate on the behalf of the company.


Catherine C. Contigiani, Sole Director

Date April 10 2017

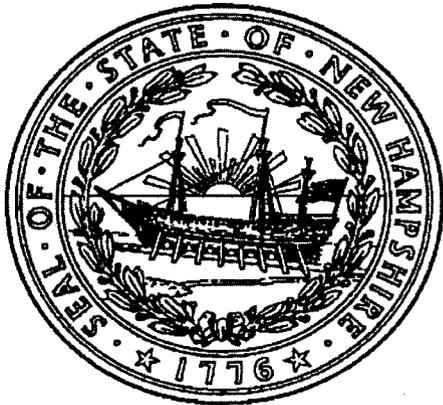
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONTIGIANI'S CATERING SERVICE, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 24, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 82376



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of March A.D. 2017.

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

William M. Gardner
Secretary of State

