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State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603)-271-3204

August 8, 2017

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

REQUESTED ACTION

Authorize the Department of Administrative Services to exercise a contract renewal option with Community Action Program Belknap-Merrimack Counties, Inc., Concord, NH (VC #177203), by increasing the contract limit by \$377,759.00 from \$668,043.00 to \$1,045,802.00 and extending the completion date from September 30, 2017 to September 30, 2019, for the coordination and statewide distribution of USDA commodity foods for The Emergency Food Assistance Program ("TEFAP"). The original contract was approved by Governor and Executive Council on October 1, 2014 (item #60) and most recently amended on June 21, 2017 (item #163). **100% Federal Funds.**

Funding is available in the following account for FY18 and FY19, and anticipated to be budgeted in FY20 contingent upon continued appropriation, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

01-14-14-141510-51310000-072-500569, Department of Administrative Services, Temporary Food Assistance

| | |
|-------|---------------------|
| SFY18 | \$ 167,893.00 |
| SFY19 | \$ 167,893.00 |
| SFY20 | <u>\$ 41,973.00</u> |
| TOTAL | \$ 377,759.00 |

EXPLANATION

The original contract for Community Action Program Belknap-Merrimack Counties, Inc. was approved by the Governor and Executive Council on October 1, 2014 (Item #60), amended on September 16, 2015 (item #103), amended on June 29, 2016 (item #135), and amended on June 21, 2017 (item #163). The current contract provides the coordination and

statewide distribution of USDA commodity foods through an established statewide network which includes, but is not limited to, soup kitchens, food pantries, homeless shelters and Class C institutions in compliance with the Federal Regulations as it relates to TEFAP. They shall continue to distribute TEFAP commodities to existing food distribution networks and other organizations whose ongoing primary function is to facilitate the distribution of food to those in need.

During Federal Fiscal Year 2017 the State has experienced delays in federal funding for TEFAP which in turn delayed reimbursement for program expenses incurred by Belknap-Merrimack Counties, Inc. Belknap-Merrimack continued to operate TEFAP without funding in the interim and has maintained an exceptional professional relationship with the Department of Administrative Services throughout the duration of the contract. The extension request of two years provides transition time should it be necessary that another vendor be awarded a future contract as the USDA requires commodity orders be submitted a year in advance and all current orders for the upcoming fiscal year have been submitted by and through Belknap-Merrimack. It has been verified through the System for Award Management that there are no records of debarment or exclusions listed.

If Federal Funds are not available, no General Funds will be requested.

Based on the foregoing, I am respectfully recommending approval of the contract extension with Belknap-Merrimack Counties, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

**FOURTH AMENDMENT TO THE CONTRACT
BY AND BETWEEN THE STATE OF NEW HAMPSHIRE
THROUGH THE DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

This Fourth Amendment (hereafter called the "Amendment") dated this ___ day of August, 2017 by and between the State of New Hampshire acting through the Department of Administrative Services (hereinafter referred to as the "State") and Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter referred to as the "Contractor");

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") which was approved by NH Governor and Executive Council on October 1, 2014, item #60, as amended on September 16, 2015, item # 103, and on June 29, 2016, item #135, and on June 21, 2017, item #163 and set to expire September 30, 2017, Contractor agreed to provide surplus food distribution for The Emergency Food Assistance Program (TEFAP) to the State upon the terms and conditions specified in the Agreement; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended only by a written instrument executed by the parties thereto and only after approval of such amendment by the Governor and Executive Council; and

WHEREAS, the Contractor and the State wish to amend the Agreement to exercise a two year contract extension by increasing the contract limit by \$377,759.00 from \$668,043.00 to \$1,045,802.00 and extending the end date from September 30, 2017 to September 30, 2019; and

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Delete in its entirety Form Number P-37, item 1.6 Account Number and substitute the following:

51310000

2. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

1.7 September 30, 2019

3. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$1,045,802

4. Amend Exhibit B, **PAYMENT** to read:

State Fiscal Year 2015: \$150,775

State Fiscal Year 2016: \$223,513

State Fiscal Year 2017: \$238,962

State Fiscal Year 2018: \$222,686

State Fiscal Year 2019: \$167,893

State Fiscal Year 2020: \$41,973

Total: \$1,045,802

5. Except as specifically amended herein, all other provisions of the Agreement, approved by Governor and Executive Council on October 1, 2014, Item # 60, as amended on September 16, 2015, item # 103, and on June 29, 2016, item #135, and on June 21, 2017, item #163 shall remain in full force and effect.

COMMUNITY ACTION PROGRAM BELKNAP-
MERRIMACK COUNTIES, INC.

By: 
Ralph Littlefield
(Print Name)

Title: Executive Director

Date: August 4, 2017

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 4th day of August, 2017,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

Ralph Littlefield, Executive Director

And acknowledge that he executed this
document indicated above.

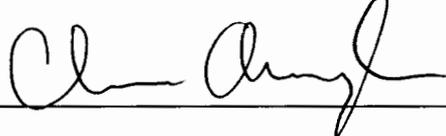
In witness thereof, I hereunto set my hand
and official seal.


Jeanne B. Stevens, Notary Public
(Notary Public/Justice of the Peace)

My commission expires:

JEANNE B. STEVENS Notary Public, New Hampshire
18102 My Commission Expires September 18, 2018
JEANNE B. STEVENS Notary Public, New Hampshire
18102 My Commission Expires September 18, 2018

STATE OF NEW HAMPSHIRE

By: 
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 8/8/17

OFFICE OF THE ATTORNEY GENERAL

By: 
John J. Conforti
(Print Name)

Title: Assistant Attorney General

Date: August 9, 2017

The foregoing contract amendment was
approved by the Governor and Executive
Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

Contractor Initials: RA
Date: 8/9/17

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

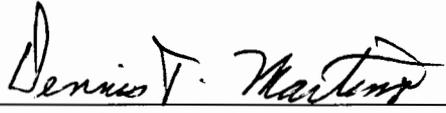
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/12/2017, such authority to be in force and effect until 9/30/2017 (contract termination date). (see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Ralph Littlefield, Executive Director

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 4th day of August, 20 17.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 4th day of August, 20 17, before me, Jeanne B. Stevens the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Notary Public/Justice of the Peace

Commission Expiration Date:

JEANNE B. STEVENS Notary Public, New Hampshire
My Commission Expires September 18, 2018

**COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.**

CORPORATE RESOLUTION

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Budget Analyst, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*

- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division of Children, Youth, and Families for child care programs
 - Division of Family Assistance for Community Services Block Grant
 - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Resources and Economic Development
- Governor's Office of Energy and Planning for Head Start, Low Income Energy Assistance, Weatherization and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U.S. Department of Health and Human Services
- U.S. Department of Housing and Urban Development
- U.S. Department of the Treasury – Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 12, 2017, and has not been amended or revoked and remains in effect as of the date listed below.

August 4, 2017

Date



Dennis T. Martino
Secretary/Clerk

SEAL

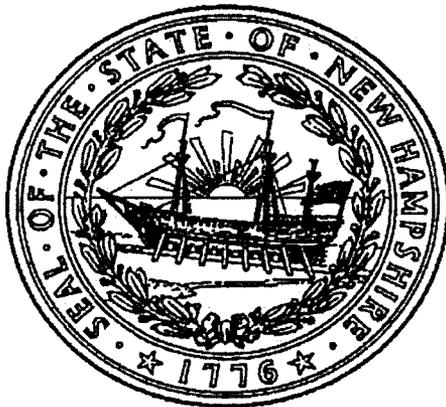
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. 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: 63021



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2017

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101 | CONTACT NAME: Karen Shaughnessy PHONE (A/C, No. Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|---|-------|--------------------------|-------|---------------------------|--|---------------------------|--|------------|--|------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A National Union Fire Insurance</td> <td>19445</td> </tr> <tr> <td>INSURER B AmGuard Ins Co</td> <td>42390</td> </tr> <tr> <td>INSURER C Hanover Ins Co.</td> <td></td> </tr> <tr> <td>INSURER D Chubb Insurance</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A National Union Fire Insurance | 19445 | INSURER B AmGuard Ins Co | 42390 | INSURER C Hanover Ins Co. | | INSURER D Chubb Insurance | | INSURER E: | | INSURER F: |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A National Union Fire Insurance | 19445 | | | | | | | | | | | | | |
| INSURER B AmGuard Ins Co | 42390 | | | | | | | | | | | | | |
| INSURER C Hanover Ins Co. | | | | | | | | | | | | | | |
| INSURER D Chubb Insurance | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | |
| INSURED Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302 | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 16-17 All/17-18 Crime **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 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 <input checked="" type="checkbox"/> Including Professional | | | 29-LX-067991165-1 | 10/1/2016 | 10/1/2017 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | 10/1/2017 | 10/1/2018 | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| D | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 82471794 | 4/1/2017 | 4/1/2018 | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> 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 | | | 29-CA-084608752-1 | 10/1/2016 | 10/1/2017 | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | 10/1/2017 | 10/1/2018 | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 29-UD-016698261 | 10/1/2017 | 10/1/2018 | Directors & Officers Liability \$ 1,000,000 |
| | | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| 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 | COWC858270 (3a.) NH All officers included | 6/17/2017 | 6/17/2018 | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| C | Blanket Crime | | | BDV1945863 | 3/27/2017 | 3/27/2018 | PROPERTY DAMAGE (Per accident) \$ |
| A | Professional | | | 29-LX-067991165-1 | 10/1/2017 | 10/1/2018 | Uninsured motorist combined \$ 1,000,000 |
| | | | | | | | EACH OCCURRENCE \$ 5,000,000 |
| | | | | | | | AGGREGATE \$ 5,000,000 |
| | | | | | | | \$ |
| | | | | | | | PER STATUTE OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| | | | | | | | Limit 500,000 |
| | | | | | | | Limit 1,000,000 |

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

| | |
|--|---|
| CERTIFICATE HOLDER NH Department of Administrative Services Bureau of Purchase and Property 12 Hills Avenue Concord, NH 03301 | CANCELLATION 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 T Franggos/JSC |



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 120
Concord, New Hampshire 03301

Joseph B. Bouchard
Assistant
Commissioner
(603) 271-3204

June 8, 2017

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

REQUESTED ACTION

Authorize the Department of Administrative Services to amend a current contract with Community Action Program Belknap-Merrimack Counties, Inc., Concord, NH of 2 Industrial Park Dr., Concord, NH 03301, (VC 177203), originally approved by Governor and Executive Council on October 1, 2014, item #60, amended on September 16, 2015, item #103, and amended on June 29, 2016, item #135 to provide statewide Surplus Food Distribution for the Emergency Food Assistance Program ("TEFAP") by increasing the price limitation by \$67,394 from \$600,717 to \$668,043, effective upon Governor and Executive Council approval through September 30, 2017. **100% Federal Funds**

Funding is outlined below in the following accounts: 01-14-14-141510-81750000-072-500569 Temporary Emergency Food Assistance for FY17 and 01-14-14-141710-51310000-072-500569 Temporary Emergency Food Assistance for FY18 pending budget approval, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

072-500569 Grants of Food – Federal

| | SFY15 | SFY16 | SFY17 | SFY18 | Contract Total |
|------------------|---------------|---------------|---------------|--------------|----------------|
| Current Contract | \$ 150,775.00 | \$ 223,513.00 | \$ 226,429.00 | \$ - | \$ 600,717.00 |
| Requested | | | \$ 12,533.00 | \$ 54,793.00 | \$ 67,326.00 |
| Amended Contract | \$ 150,775.00 | \$ 223,513.00 | \$ 238,962.00 | \$ 54,793.00 | \$ 668,043.00 |

EXPLANATION

The original contract for Community Action Program Belknap-Merrimack Counties, Inc. was approved by the Governor and Executive Council on October 1, 2014 (Item #60), amended on September 16, 2015, item #103, and amended on June 29, 2016, item #135. The current contract provides the coordination and statewide distribution of USDA commodity foods through an established statewide network which includes, but is not

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

June 8, 2017

Page 2 of 2

limited to, soup kitchens, food pantries, homeless shelters and Class C institutions in compliance with the Federal Regulations as it relates to TEFAP.

In FFY2015 Belknap-Merrimack Community Action program distributed 2,093,222 pounds of food and received \$198,097 in administrative funds resulting in a net of \$.0946 per pound to administer, warehouse, and distribute the food. In FFY2016 Belknap-Merrimack distributed 2,353,315 pounds of food and received \$208,544 in administrative funds resulting in a net of \$.0886 per pound. We anticipate total distribution for FFY2017 to be 2,365,299 pounds with administrative funding of \$144,819 and the additional \$67,394 will be used to offset additional operating costs for 2017.

This amendment will increase the funding for this contract as a result of funds converted through USDA. All other terms and conditions shall remain in full force and effect.

Respectfully Submitted,



Joseph B. Bouchard
Assistant Commissioner



Community Action Program Belknap-Merrimack Counties, Inc.



P.O. Box 1016 ♦ 2 Industrial Park Drive ♦ Concord, NH 03302-1016
Phone (603) 225-3295 ♦ Toll Free (800) 856-5525 ♦ Fax (603) 228-1898 ♦ Web www.bm-cap.org

June 8, 2017

Colin S. Capelle
Federal Surplus Manager
Dept. of Administrative Services
Bureau of Purchase and Property
12 Hills Avenue
Concord, NH 03301

Subject: **Temporary Emergency Food Assistance Program (TEFAP)
Contract Amendment #3 10/1/2014 – 9/30/2017**

Dear Colin:

Enclosed please find Community Action Program Belknap-Merrimack Counties, Inc. Contract Amendment with requested attachments for the provision of services for the above program.

We look forward to working with you and Surplus Distribution to continue to make this program a success in helping to feed people in need in the State of New Hampshire.

If you should have any questions, please feel free to contact Randy Emerson, TEFAP Director or Steve Gregoire, Budget Analyst at 225-3295.

Sincerely,

Ralph Littlefield
Executive Director

RL:klh / Enclosures

TEFAP-contract amend #3 cover letter 6-8-17

cc: Main File – TEFAP 10/1/14-9/30/17
Randy Emerson, TEFAP Director

ALTON
Senior Center.....875-7102
Prospect View Housing.....875-3111

BELMONT
Senior Center.....267-9867
Heritage Terr. Housing.....267-8801

BRADFORD
Senior Center.....938-2104

CONCORD
Area Center.....225-6880
Head Start.....224-6492
Early Head Start.....224-6492
Concord Area
Meals-on-Wheels.....225-9092
Concord Area Transit.....225-1989
Horseshoe Pond Place.....228-6956
WIC/CSFP.....225-2050
Workplace Success.....223-2305

EPSON
Meadow Brook Housing.....736-8250

FRANKLIN
Area Center.....934-3444
Head Start.....934-2161
Early Head Start.....934-2161
Senior Center.....934-4151
Riverside Housing.....934-5340

KEARSARGE VALLEY
Area Center.....456-2207
Head Start.....456-2208
North Ridge Housing.....456-3398

LACONIA
Area Center.....524-5512
Head Start.....528-5334
Early Head Start.....528-5334
Senior Center.....524-7689
Family Planning.....524-5453
Prenatal.....524-5453
Winnepesaukee Transit.....528-2496
Workplace Success.....524-4367

MEREDITH
Area Center.....279-4096

NEWBURY
Newbury Commons
Housing.....763-0360

OSSIPEE
Family Planning.....539-7552
Prenatal.....539-7552

PEMBROKE
Village at Pembroke Farms
Housing.....485-1842

PITTSFIELD
Senior Center.....435-8482
Head Start.....435-6618
Early Head Start.....435-6611

SUNCOOK
Area Center.....485-7824
Senior Center.....485-4254

TILTON
Senior Center.....527-8291

**THIRD AMENDMENT TO THE CONTRACT
BY AND BETWEEN THE STATE OF NEW HAMPSHIRE
THROUGH THE DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

This Third Amendment (hereafter called the "Amendment") dated this 8th day of June, 2017 by and between the State of New Hampshire acting through the Department of Administrative Services (hereinafter referred to as the "State") and Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter referred to as the "Contractor");

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") which was approved by NH Governor and Executive Council on October 1, 2014, item #60, as amended on September 16, 2015, item # 103, and on June 29, 2016, item #135 and set to expire September 30, 2017, Contractor agreed to provide surplus food distribution for The Emergency Food Assistance Program (TEFAP) to the State upon the terms and conditions specified in the Agreement; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended only by a written instrument executed by the parties thereto and only after approval of such amendment by the Governor and Executive Council; and

WHEREAS, the Contractor and the State wish to amend the Agreement to include \$64,935 of Federal Fiscal Year 2017 converted funds and \$2,391 of FY16 recovered funds; and

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$668,043

2. Amend Exhibit B, **PAYMENT** to read:

State Fiscal Year 2015: \$150,775

State Fiscal Year 2016: \$223,513

State Fiscal Year 2017: \$238,962

State Fiscal Year 2018: \$54,793

3. Except as specifically amended herein, all other provisions of the Agreement, approved by Governor and Executive Council on October 1, 2014, Item # 60, as amended on September 16, 2015, item # 103, and on June 29, 2016, item #135 shall remain in full force and effect.

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

STATE OF NEW HAMPSHIRE

By: Ralph Littlefield
Ralph Littlefield
(Print Name)

By: Joseph B. Bouchard
Joseph B. Bouchard
(Print Name)

Title: Executive Director

Title: Assistant Commissioner
Department of Administrative Services

Date: 6/8/2017

Date: 6-12-17

NOTARY PUBLIC/JUSTICE OF THE PEACE

OFFICE OF THE ATTORNEY GENERAL

On the 8th day of June, 2017,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

By: John J. Conforti
John J. Conforti
(Print Name)

Ralph Littlefield, Executive Director

Title: Assistant Attorney General
Date: 6/12/17

And acknowledge that he executed this
document indicated above.

The foregoing contract amendment was
approved by the Governor and Executive
Council of New Hampshire on

In witness thereof, I hereunto set my hand
and official seal.

Kathy L. Howard
Kathy L. Howard, Notary Public
(Notary Public/Justice of the Peace)

Signed: _____

(Print Name)

My commission expires:
KATHY L. HOWARD Notary Public, New Hampshire
My Commission Expires October 16, 2018

(Date)

Title: _____

Contractor Initials: JB
Date: 6/8/17

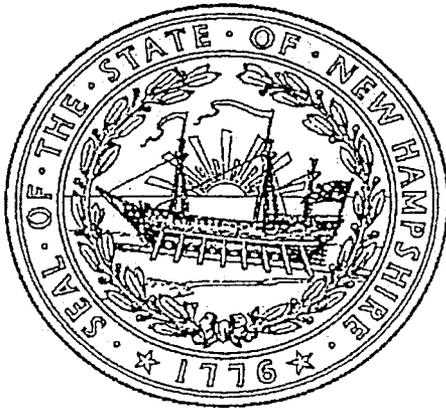
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. 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: 63021



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

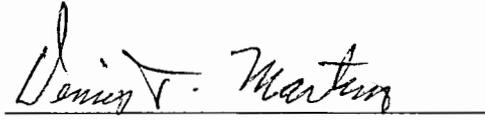
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/12/2017, such authority to be in force and effect until 9/30/2017 (contract termination date). (see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Ralph Littlefield, Executive Director

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

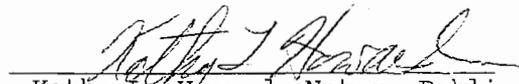
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 8th day of June, 20 17.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 8th day of June, 20 17, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


Kathy L. Howard, Notary Public
Notary Public/Justice of the Peace

Commission Expiration Date:

KATHY L. HOWARD Notary Public, New Hampshire
My Commission Expires October 16, 2018

**COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.**

CORPORATE RESOLUTION

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Budget Analyst, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*

- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division of Children, Youth, and Families for child care programs
 - Division of Family Assistance for Community Services Block Grant
 - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Resources and Economic Development
- Governor's Office of Energy and Planning for Head Start, Low Income Energy Assistance, Weatherization and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U.S. Department of Health and Human Services
- U.S. Department of Housing and Urban Development
- U.S. Department of the Treasury – Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 12, 2017, and has not been amended or revoked and remains in effect as of the date listed below.

6/8/2017

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2017

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101 | | CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com | |
| INSURED Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302 | | INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance INSURER B: AmGuard Ins Co INSURER C: Hanover Ins Co. INSURER D: Chubb Insurance INSURER E: INSURER F: | |
| | | NAIC # | 19445 |
| | | 42390 | |

COVERAGES CERTIFICATE NUMBER: 16-17 All/17-18 Crime 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 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 <input checked="" type="checkbox"/> Including Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 29-LX-067991165-1 | 10/1/2016 | 10/1/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Directors & Officers Liability \$ 1,000,000 |
| D | | | | 82471794 | 4/1/2017 | 4/1/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | 29-CA-084608752-1 | 10/1/2016 | 10/1/2017 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 29-UD-016698261 | 10/1/2016 | 10/1/2017 | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| 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 | COWC858270 (3a.) NH All officers included | 6/17/2017 | 6/17/2018 | |
| C | Blanket Crime | | | BDV1945863 | 3/27/2017 | 3/27/2018 | Limit 500,000 |
| A | Professional | | | 29-LX-067991165-1 | 10/1/2016 | 10/1/2017 | Limit 1,000,000 |

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

| | | | |
|---|--|--|--|
| CERTIFICATE HOLDER Department of Administrative Services Bureau of Purchase and Property 12 Hills Avenue Concord, NH 03301 | | CANCELLATION 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 T Franggos/JSC  | |
|---|--|--|--|

135 *Am*



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603)-271-3204

May 19, 2016

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

REQUESTED ACTION

Authorize the Department of Administrative Services to amend a current contract with Community Action Program Belknap-Merrimack Counties, Inc., Concord, NH of 2 Industrial Park Dr., Concord, NH 03301, (VC 177203), originally approved by Governor and Executive Council on October 1, 2014, item #60, and amended on September 16, 2015, item #103, to provide statewide Surplus Food Distribution for the Emergency Food Assistance Program ("TEFAP") by increasing the price limitation by \$60,000 from \$540,517 to \$600,717 upon Governor and Executive Council approval, for the period July 1, 2016 through June 30, 2017.

Funding is outlined below contingent upon available funding; funds are available in the following account: 01-14-14-141510-81750000-072-500569, Department of Administrative Services, Temporary Food Assistance **100% Federal Funds**.

072-500569 Grants of Food – Federal

| | SFY 2015 | SFY 2016 | SFY 2017 | Contract Total |
|-------------------------|------------------|------------------|------------------|------------------|
| Current Contract | \$150,775 | \$223,513 | \$166,429 | \$540,717 |
| Requested | | | \$60,000 | \$60,000 |
| Amended Contract | \$150,775 | \$223,513 | \$226,429 | \$600,717 |

EXPLANATION

The original contract for Community Action Program Belknap-Merrimack Counties, Inc. was approved by the Governor and Executive Council on October 1, 2014 (Item #60) and amended on September 16, 2015, item #103. The current contract provides the coordination and statewide distribution of USDA commodity foods through an established statewide network which includes, but is not limited to, soup kitchens, food pantries, homeless shelters and Class C institutions in compliance with the Federal Regulations as it relates to TEFAP.

**SECOND AMENDMENT TO THE CONTRACT
BY AND BETWEEN THE STATE OF NEW HAMPSHIRE
THROUGH THE DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

This Second Amendment (hereafter called the "Amendment") dated this 31st day of May, 2016 by and between the State of New Hampshire acting through the Department of Administrative Services (hereinafter referred to as the "State") and Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter referred to as the "Contractor");

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") which was approved by NH Governor and Executive Council on October 1, 2014, item #60, as amended on September 16, 2015, item # 103, and set to expire September 30, 2017, Contractor agreed to provide surplus food distribution for The Emergency Food Assistance Program (TEFAP) to the State upon the terms and conditions specified in the Agreement; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended only by a written instrument executed by the parties thereto and only after approval of such amendment by the Governor and Executive Council; and

WHEREAS, the Contractor and the State wish to amend the Agreement to include \$60,000 of Federal Fiscal Year 2016 converted funds; and

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$600,717

2. Amend Exhibit B, **PAYMENT** to read:

State Fiscal Year 2015: \$150,775

State Fiscal Year 2016: \$223,513

State Fiscal Year 2017: \$226,429

3. Except as specifically amended herein, all other provisions of the Agreement, approved by Governor and Executive Council on October 1, 2014, Item # 60, as amended on September 16, 2015, item # 103, shall remain in full force and effect.

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

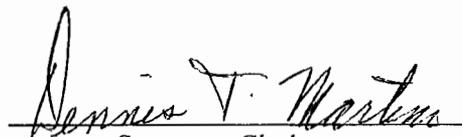
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/14/2016, such authority to be in force and effect until 9/30/2017 (contract termination date). (see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Ralph Littlefield, Executive Director

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

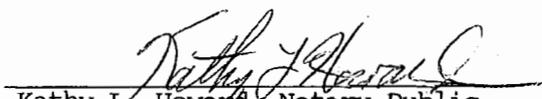
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 31st day of May, 2016.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 31st day of May, 2016, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


Kathy L. Howard, Notary Public
Notary Public/Justice of the Peace

Commission Expiration Date:

KATHY L. HOWARD Notary Public, New Hampshire
My Commission Expires October 16, 2018

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Budget Analyst, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*

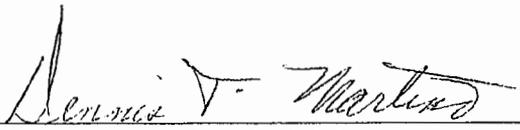
- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division of Children, Youth, and Families for child care programs
 - Division of Family Assistance for Community Services Block Grant
 - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Resources and Economic Development
- Governor's Office of Energy and Planning for Head Start, Low Income Energy Assistance, Weatherization and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U. S. Department of Housing and Urban Development
- U. S. Department of the Treasury – Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 14, 2016, and has not been amended or revoked and remains in effect as of the date listed below.

5/31/2016

Date



Dennis T. Martino
Secretary/Clerk

SEAL

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 Community Action Program Belknap and Merrimack Counties, Inc. is a New Hampshire nonprofit corporation formed May 28, 1965. 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 5th day of April A.D. 2016

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2016

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101 | | CONTACT NAME: Karen Shaughnessy PHONE (A/C, No. Ext): (603) 669-3218 FAX (A/C, No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | NAIC # | |
| | | INSURER A: National Union Fire Insurance 19445 | |
| | | INSURER B: AmGuard Ins Co 42390 | |
| | | INSURER C: Hanover Ins Group | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 15-16 All lines 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 | ADOL/SUBR INSD/ 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 OTHER: | | 29-LX-001205698-0 NFP0086654- (D&O) | 10/1/2015 | 10/1/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Directors & Officers \$ 1,000,000 |
| 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 | | 29-CA-003162821-0 | 10/1/2015 | 10/1/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | 29-UD-001205720-0 | 10/1/2015 | 10/1/2016 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| 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 | COWC600560 (3a.) NH All officers included | 6/17/2015 | 6/17/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Blanket Crime | | BDV1945863 | 3/27/2015 | 3/27/2016 | Limit: 500,000 |
| D | Professional | | NHJUA11882 | 12/30/2015 | 12/30/2016 | Limit: 1,000,000 |

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

| | |
|---|--|
| CERTIFICATE HOLDER NH Dept. of Administrative Services Bureau of Purchase and Property 12 Hills Avenue Concord, NH 03301 | CANCELLATION 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 Chris Sharpe/JSC |
|---|--|

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Jm

State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
 OFFICE OF THE COMMISSIONER
 25 Capitol Street – Room 120
 Concord, New Hampshire 03301

VICKI V. QUIRAM
 Commissioner
 (603)-271-3201

JOSEPH B. BOUCHARD
 Assistant Commissioner
 (603)-271-3204

August 28, 2015

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

REQUESTED ACTION

Authorize the Department of Administrative Services to amend a current contract with Community Action Program Belknap-Merrimack Counties, Inc., Concord, NH (VC 177203), originally approved by Governor and Executive Council on October 1, 2014, item #60, to provide statewide Surplus Food Distribution for the Emergency Food Assistance Program ("TEFAP") by increasing the price limitation by \$65,000 from \$475,317 to \$540,317, effective upon Governor and Executive Council approval through September 17, 2017. **100% Federal Funds**

Funding is outlined below contingent upon available funding, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified; funds are available in the following account:

01-14-14-141510-81750000 Department of Administrative Services, Temporary Food Assistance
 072-500569 Grants of Food – Federal

| | SFY 2015 | SFY 2016 | SFY 2017 | Contract Total |
|-------------------------|---------------------|---------------------|---------------------|-----------------------|
| Current Contract | \$150,775.00 | \$158,313.00 | \$166,229.00 | \$475,317.00 |
| Requested | | \$65,000.00 | | \$65,000.00 |
| Amended Contract | \$150,775.00 | \$223,313.00 | \$166,229.00 | \$540,317.00 |

EXPLANATION

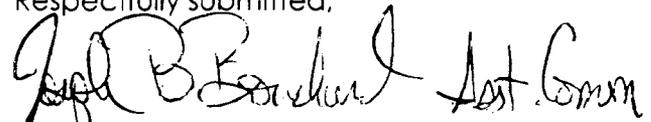
The original contract for Community Action Program Belknap-Merrimack Counties, Inc. was approved by the Governor and Executive Council on October 1, 2014 (Item #60). The current contract provides the coordination and statewide distribution of USDA commodity foods through an established statewide network which includes, but is not limited to, soup kitchens, food pantries, homeless shelters and Class C institutions in compliance with the Federal Regulations as it relates to TEFAP.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 28, 2015
Page 2 of 2

In 2013 Belknap-Merrimack Community Action program distributed 2,357,604 pounds of food and received \$155,720 in administrative funds resulting in a net of \$0.066 per pound to administer, warehouse, and distribute the food. In 2014 the Belknap Community Action program distributed 2,207,072 pounds of food with administrative funding totaling \$183,598 or \$0.083 cents per pound. In federal fiscal year 2015 we anticipate that Belknap-Merrimack Community Action Program will distribute 2,321,217 pounds of food with administrative funding of \$132,491 or \$0.057 per pound. With this reallocation from food entitlement to administrative funds the cost per pound will increase to \$0.085 per pound more in line with previous years.

This amendment will increase the funding for this contract as a result of funds converted through USDA. All other terms and conditions shall remain in full force and effect.

Respectfully submitted,


for Vicki V. Quiram
Commissioner

**FIRST AMENDMENT TO THE CONTRACT
BY AND BETWEEN THE STATE OF NEW HAMPSHIRE
THROUGH THE DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

This First Amendment (hereafter called the "Amendment") dated this 28th day of August, 2015 by and between the State of New Hampshire acting through the Department of Administrative Services (hereinafter referred to as the "State") and Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter referred to as the "Contractor");

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") which was approved by NH Governor and Executive Council on October 1, 2014, item #60, and set to expire September 30, 2017, Contractor agreed to provide surplus food distribution for The Emergency Food Assistance Program (TEFAP) to the State upon the terms and conditions specified in the Agreement; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended only by a written instrument executed by the parties thereto and only after approval of such amendment by the Governor and Executive Council; and

WHEREAS, the Contractor and the State wish to amend the Agreement to include \$65,000 of Federal Fiscal Year 2015 converted funds; and

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$540,317
2. Amend Exhibit B, **PAYMENT** to read:

State Fiscal Year 2016: \$223,313
3. Except as specifically amended herein, all other provisions of the Agreement, approved by Governor and Executive Council on October 1, 2014, Item # 60, shall remain in full force and effect.

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 12/18/2014, such authority to be in force and effect until 9/30/2017 (contract termination date). (see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Ralph Littlefield, Executive Director

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 28th day of August, 20 15.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 28th day of August, 20 15, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


Kathy L. Howard, Notary Public
Notary Public/Justice of the Peace

Commission Expiration Date:

KATHY L. HOWARD Notary Public, New Hampshire
My Commission Expires October 16, 2018

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Deputy Director, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*

- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division of Children, Youth, and Families for child care programs
 - Division of Family Assistance for Community Services Block Grant
 - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Resources and Economic Development
- Governor's Office of Energy and Planning for Head Start, Low Income Energy Assistance, Weatherization and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U. S. Department of Housing and Urban Development
- U. S. Department of the Treasury – Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on December 18, 2014, and has not been amended or revoked and remains in effect as of the date listed below.

8/28/2015

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/28/2015

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101 | | CONTACT NAME: Karen Shaughnessy PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com | |
| INSURED Community Action Program Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Arch Ins Co | NAIC # 11150 |
| | | INSURER B: QBE Insurance Corp | 39217 |
| | | INSURER C: Hanover Ins Group | |
| | | INSURER D: N.H.M.M. JUA | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 14-15 All w/ prof REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | NCPRG0226602 | 6/17/2014 | 10/1/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GENTL AGGREGATE LIMIT APPLIES PER: A <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC | | | NFP0086654- (D&O) | 4/1/2015 | 4/1/2016 | Directors & Officers \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | NCAUT0226602 | 6/17/2014 | 10/1/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | NCFXS0226600 | 6/17/2014 | 10/1/2015 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | QWC3000372 (3a.) NH All officers included | 6/17/2014 6/17/2015 | 6/17/2015 6/17/2016 | <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 |
| C | Blanket Crime | | | BDV1945863 | 3/27/2015 | 3/27/2016 | Limit 500,000 |
| D | Professional | | | NHJUA11882 | 12/30/2014 | 12/30/2015 | Limit 1,000,000 |

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

CERTIFICATE HOLDER

Department of Administrative Services
 N.H. Surplus Distribution Section
 12 Hill Avenue
 Concord, NH 03301

CANCELLATION

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

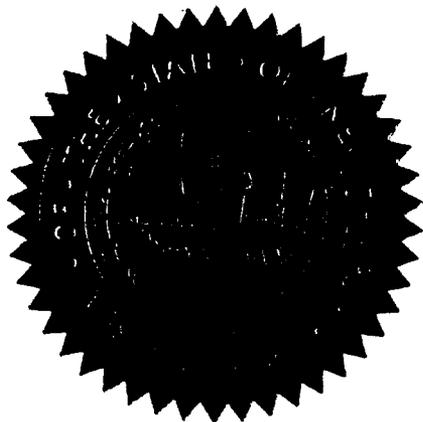
AUTHORIZED REPRESENTATIVE

Laura Perrin/JSC

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 Community Action Program Belknap and Merrimack Counties, Inc. is a New Hampshire nonprofit corporation formed May 28, 1965. 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 3rd day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

260

10/1/14

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

August 29, 2014

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

REQUESTED ACTION

Authorize the Department of Administrative Services Surplus Distribution Section to enter into a contract with Community Action Program Belknap-Merrimack Counties, Inc., Concord, NH (Vendor 177203), to coordinate and provide statewide Surplus Food Distribution for The Emergency Food Assistance Program ("TEFAP"). The total amount for the contract shall not exceed \$475,317, upon Governor and Council approval, for the period effective October 1, 2014 through September 30, 2017. The agreement may be renewed for an additional term of two years with the same terms and conditions and upon the approval of the Governor and Executive Council. **100% Federal Funds.**

Contingent upon available funding, funds are available in the following account: 01-14-14-141510-81750000-072-500569 Department of Administrative Services, Temporary Food Assistance.

| | |
|-------|------------------|
| FY15 | \$150,775 |
| FY16 | \$158,313 |
| FY17 | <u>\$166,229</u> |
| TOTAL | \$475,317 |

EXPLANATION

The Department is responsible, through the Surplus Distribution Section, to provide surplus food distribution for TEFAP for the State of New Hampshire. Through this contract, Community Action Program Belknap-Merrimack Counties, Inc. shall provide the coordination and distribution of USDA commodity foods through an established statewide network which includes, but is not limited to, soup kitchens, food pantries, homeless shelters and Class C institutions in compliance with the Federal Regulations as it relates to TEFAP. They shall distribute TEFAP commodities to existing food distribution networks and other organizations whose ongoing primary function is to facilitate the distribution of food to those in need.

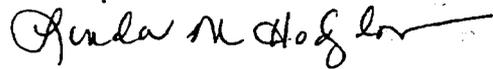
On July 8, 2014, the Bureau of Purchase and Property issued a request for proposals for statewide surplus food distribution services. On August 6, 2014, two firms submitted proposals and were considered. The evaluation committee consisted of members from the Division of Plant and Property, Bureau of Purchase and Property, Surplus Distribution Section and the Department of Corrections. The proposals were evaluated on the criteria as established in the proposal. The scoring was based upon the areas of: Distribution Capability (50%), Experience, Resources, References, Capability to Perform (20%), Ordering Capability (10%), Inventory Capability and Control (10%) and Security (10%). The Community Action Program Belknap-Merrimack Counties, Inc. scored the highest and was the selected vendor.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 29, 2014
Page 2 of 2

Attached is the evaluation scoring sheet, a copy of the public notice that was published in the New Hampshire Union Leader July 15, 2014 to July 17, 2014, and posted on the Purchase & Property web site from July 8, 2014 to August 6, 2014.

The Department of Administrative Services requests the approval of this contract.

Respectfully submitted,



Linda M. Hodgdon
Commissioner

TEFA RFP
SCORING TABLE

| | 50% | 20% | 10% | 10% | 10% |
|---------------|---------------------------|--|-----------------------|--------------------------------|----------|
| | Distribution Capabilities | Experience/References/ Capacity to Perform | Ordering Capabilities | Inventory Capabilities/Control | Security |
| Excellent | 40-50 | 17-20 | 9-10 | 9-10 | 9-10 |
| Above Average | 30-40 | 13-16 | 7-8 | 7-8 | 7-8 |
| Average | 20-30 | 9-12 | 5-6 | 5-6 | 5-6 |
| Below Average | 10-20 | 5-8 | 3-4 | 3-4 | 3-4 |
| Poor | 1-10 | 1-4 | 1-2 | 1-2 | 1-2 |

| | |
|--------------|------|
| Total Points | |
| CAP | 93.0 |

| % | | Jon | Lenny | Amy | Totals |
|----|-----------------------|-----|-------|-----|--------|
| 50 | Distribution | 45 | 48 | 49 | 142 |
| 20 | Experience/References | 19 | 20 | 20 | 59 |
| 10 | Ordering | 9 | 9 | 10 | 28 |
| 10 | Inventory | 8 | 9 | 9 | 26 |
| 10 | Security | 7 | 8 | 9 | 24 |

Evaluator Background Information

LEONARD RAUTIO

Current Position: Administrator and Contract Manager, Department of Administrative Services, Bureau of Purchase and Property

Experience: As an Administrator and Contract Manager in the Bureau of Purchase and Property Mr. Rautio oversees all State contracts and the purchasing of all commodities including all food contracts. Mr. Rautio also acts as the lead agent for Emergency Support Function 7, logistics and resource support.

Background: Administrator and Contract Manager, Department of Administrative Services, Bureau of Purchase and Property, May 2014 to Present. Mr. Rautio is also an Adjunct Professor for Liberty University School of Business where he teaches Operations Management. Mr. Rautio previously served as a Finance Officer and Contract Manager for 22 years in the United States Marine Corps from 1992 to 2014. Mr. Rautio holds an Associates' Degree in Russian from the Defense Language Institute; a Bachelor of Business Administration from the University of Wisconsin, Madison; a Bachelor of Science in Religion from Liberty University, Lynchburg, Virginia; and a Master's of Science in Management with a concentration in Statistics and Economics from the Naval Postgraduate School, Monterey, California.

JONATHAN HANSON

Current Position: Administrator of Logistics, NH Department of Corrections.

Employed with the State of New Hampshire: 19 years

Experience: As Administrator of Logistics Mr. Hanson oversees purchases on food, materials and equipment, statewide, for the Department of Corrections with the exceptions of bullets, guns, and body armor.

Background: Administrator of Logistics, NH Department of Corrections, 2010 to Present. Previously served as an Administrator in multiple capacities at the NH Department of Transportation from 1995 to 2010. Former Director of Administration for a major New England area Heavy/Highway, Paving and Aggregate Construction Company from 1984 to 1995, previously served as the chief contractor liaison and registered lobbyist for the Associated General Contractors from 1981 to 1984. Holds an Associates' Degree in Business Management and a Bachelor's Degree in Business Administration from the University of New Hampshire.

AMY O'HARA

Current Position: Supervisor VII, Department of Administrative Services; Surplus Distribution Section

Employed with the State of New Hampshire: 15 years

Background: Mrs. O'Hara has worked for Surplus Distribution for over 13 years ordering and scheduling deliveries of USDA commodity foods for the National School Lunch Program and the TEFAP program. She has earned an Associate's Degree in Business Administration and a Bachelor's Degree in Business Management.

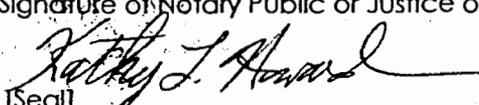
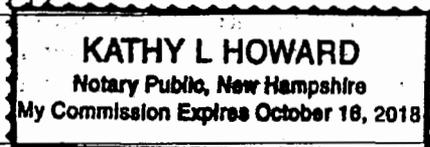
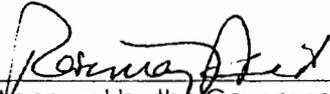
THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--------------------------------|---|-----------------------------------|
| 1.1 State Agency Name State of New Hampshire Administrative Services | | 1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301 | |
| 1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc. | | 1.4 Contractor Address PO Box 1016 2 Industrial Park Dr. Concord, New Hampshire, 03302 | |
| 1.5 Contractor Phone Number 603-225-3295 | 1.6 Account Number 81750000 | 1.7 Completion Date September 30, 2017 | 1.8 Price Limitation \$475,317 |
| 1.9 Contracting Officer for State Agency Amy O'Hara | | 1.10 State Agency Telephone Number 603-271-8601 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director | |
| 1.13 Acknowledgement: State of New Hampshire, County of Merrimack | | | |
| On 8/28/2014, 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 Kathy L. Howard, Notary | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 9-11-14 | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

A-Q
8/28/14

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 all 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 aspects an independent contractor, and is neither an agent nor an employee of the State. Neither the

Contractor Initials
Date 8/28/19

Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICES

1. The Emergency Food Assistance Program (TEFAP) is a federal program defined by the Code of Federal Regulations, 7 C.F.R., Part 251, Emergency Food Assistance Regulations. Under TEFAP, the USDA makes commodity foods available to State Distributing Agencies. The Contractor shall comply with all state and federal requirements including but not limited to CFR 251.
2. In accordance with TEFAP, the terms and conditions contained herein, and RFP 1647-15, the Contractor agrees to manage and administer the TEFAP program including, but not limited to, the coordination and distribution of USDA commodity foods to Food Pantries, Soup Kitchens, Homeless Shelters and other Class C Charitable Institutions. Currently approximately 200 Emergency Feeding Sites throughout the state are under agreement to receive and distribute USDA commodity foods. The Contractor at a minimum will work closely with all of these organizations to ensure a fair and equitable distribution of USDA TEFAP commodities based on the two-tiered system per 7 CFR 251.4(h), 7 CFR 251.4(h)(i), and 7 CFR 251.4(h)(ii).
3. The term of this contract shall be for three (3) year period commencing October 1, 2014 and expiring on September 30, 2017, with the approval of the Governor and Executive Council. The agreement may be renewed for an additional term of two years with the same terms and conditions and upon the approval of the Governor and Executive Council.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.
4. The Contractor will be required at a minimum, to deliver at least every other month in refrigerated delivery trucks to each location that has been identified in Appendix A without any fees to the locations.
5. The Contractor will be responsible to complete site delivery reports every 30 days. An inventory shall be submitted to Surplus Distribution on a monthly basis including the quantity of food delivered to each site. Monthly inventories from each delivery location must be submitted to the successful bidder, which in turn shall be submitted to Surplus Distribution Section (SDS). In addition, the Contractor will be required to submit reports that may be requested in support of USDA and/or State programs (i.e. ARRA, Disaster).
6. The Contractor will be responsible to provide orders and delivery periods for the orders to SDS per FD (Food Distribution) memos from NERO (Northeast Regional Office of USDA) two (2) days prior to the order no later than date specified, with the only exception being opportunity bonus buys; these orders may require a same day decision. SDS will enter orders into the USDA Web Based Supply Chain Management (WBSCM) system. The Contractor will enter shipment receipts into WBSCM as soon as possible but no later than 2 business days after delivery.
7. Inventory: The Contractor must provide Surplus Distribution Section (SDS) with a monthly cycle count of USDA food in their Warehouse (s) including reporting on damaged or out-of-condition foods. Any loss claims will be handled per FNS-Instruction 410-1 Rev 2.
8. The Contractor shall submit bills on a monthly basis to Surplus Distribution Section (SDS) with a complete accounting of each location and eligible expenses being billed for.
9. The Contractor shall require no fees associated with TEFAP foods per 7 CFR 250.15(a)(3), which reads: "under no circumstances shall recipients be required to make any payments in money, materials, or

services for or in connection with the receipt of [USDA] donated foods, nor shall voluntary contributions be solicited..."

7. Standard of Eligibility for Recipient Agencies: An agreement must be completed and submitted to the Contractor to review. The agreement must then be forwarded to SDS for final approval and to have a customer number assigned. Criteria for selecting eligible recipient agencies shall be based on the two-tiered system per 7 CFR 251.4(h) and 7 CFR 251.4(h)(i) and 7 CFR 251.4(h)(ii). The first priority is emergency feeding organizations (EFO's) (food banks, food pantries, soup kitchens, and homeless shelters). Once the needs of the EFO's are met, TEFAP foods can be distributed to charitable institutions that are non-penal institutions that serve at least a 51% needy population. The policy of SDS is to concentrate commodity foods to EFO's to the exclusion of charitable institutions. No EFO will be added to the TEFAP program without documented proof that they will be serving an unserved population.
11. The Contractor shall provide yearly civil rights training for all volunteers per FNS Instruction 113-1.
12. Criteria for determining eligibility for individuals/households: It is the policy of the State of New Hampshire to provide TEFAP foods to individuals who are at or below 185% of the federal poverty level as published in the Federal Register. The income level is monitored by the following guidelines:
 - A. The individual is on or eligible for public assistance, including but not limited to the Food Stamp Program (SNAP); Fuel Assistance Program; Women, Infant and Children Program (WIC); Commodity Supplemental Food Program (CSFP); Temporary Aid to Needy Families Program (TANF); Aid to Permanently and Totally Disabled Program (APTD); Aide to the Needy Blind Program (ANB); Head Start Program; Medicaid Program; Subsidized Housing; County, City or Town Welfare Programs; free and reduced price lunches.
 - B. The individual is on or eligible for Supplemental Security Income.
 - C. The individual is reasonable believed by the emergency feeding organization to be in need and would benefit from the foods distributed.

Emergency Feeding Organizations may use the state application or may incorporate these guidelines in their own application form. Income levels are based on the Federal Income Poverty Guidelines established by the Department of Health and Human Services in the spring of each year. The eligibility determination will be amended in the spring of each year to reflect the updated income levels when published.

13. Records: The Contractor shall maintain records to document the receipt, disposal, and inventory of all TEFAP foods received under this contract. All records required by this contract shall be retained for three (3) years from the close of the fiscal year to which they pertain. Federal and State personnel shall be entitled to inspect these records during normal business hours at the address specified in Section 1.4 of the contract.

EXHIBIT B

PAYMENT

Administrative funds (Grant) for the Temporary Food Assistance Program (TEFAP) are issued by USDA for payment of the administrative, warehousing and distribution expenses incurred. There will be no state funds awarded to the successful bidder. The administrative funds are determined by the federal government based on the unemployment and poverty index for the State of New Hampshire. The amount of funding forecasted for the next three years is:

Federal Fiscal Year 2015: \$150,775

Federal Fiscal Year 2016: \$158,313

Federal Fiscal Year 2017: \$166,229

Invoices for reimbursement shall be submitted to the Surplus Distribution Office, on a monthly basis in accordance with the allowed usage stated in 7 CFR 251.8(e).

MATCHING REQUIREMENTS:

The State of New Hampshire Surplus Distribution Section (SDS) shall retain 7.5% of the Federal TEFAP Grant award. These funds shall be matched (7.5%) by the State of New Hampshire to the Surplus Food Distribution Section (SDS). The Surplus Distribution Section (SDS) shall retain .001% of the Federal Grant award for Audit set aside.

EXHIBIT C

Special Provisions

1. The Contractor must provide proof of comprehensive general liability insurance against all claims of bodily injury, death or property damages, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$2,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions for this contract.

APPENDIX A
CURRENT EMERGENCY FEEDING ORGANIZATIONS

| ACILITY NAME | CITY/TOWN | FACILITY NAME | CITY/TOWN |
|--------------------------------|---------------|-----------------------------------|---------------|
| THE FRIENDLY KITCHEN | CONCORD | LANCASTER METHODIST COMM CUPBOARD | LANCASTER |
| FRIENDS OF FORGOTTEN CHILDREN | CONCORD | WARREN/WENTWORTH FOOD PANTRY | WARREN |
| BREAD & ROSES SOUP KITCHEN | FRANKLIN | COMMUNITY FOOD CENTER | TAMWORTH |
| THE SALVATION ARMY-LACONIA | LACONIA | TOWN OF CARROLL | TWIN MOUNTAIN |
| CHRIST LIFE CENTER | LACONIA | TRI COUNTY CAP-LANCASTER | LANCASTER |
| CLAREMONT SOUP KITCHEN | CLAREMONT | WOODSVILLE CAP PANTRY | WOODSVILLE |
| THE COMMUNITY KITCHEN | KEENE | FREEDOM FOOD PANTRY | FREEDOM |
| FALL MTN FRIENDLY MEALS | ALSTEAD | BERLIN FOURSQUARE CHURCH | BERLIN |
| HIS HELPING HANDS OF CLAREMONT | CLAREMONT | THE SALVATION ARMY-BERLIN | BERLIN |
| NEWPORT AREA ASSOC OF CHURCHES | NEWPORT | CENTER HARBOR FOOD PANTRY | CENTER HARBOR |
| LISTEN COMMUNITY SERVICES | LEBANON | VAUGHAN COMMUNITY SERVICES | N CONWAY |
| NORTH COUNTRY COOP CHURCH | COLEBROOK | HELPING HANDS FOOD PANTRY | PLYMOUTH |
| PLYMOUTH AREA COMM CLOSET | PLYMOUTH | BRIDGE HOUSE | PLYMOUTH |
| CONWAY DINNER BELL | CONWAY | SUPPORT CTR AT BURCH HOUSE | BETHLEHEM |
| BERLIN FOURSQUARE CHURCH | BERLIN | NORTH COUNTRY COMMUNITY | BEECHER FALLS |
| THE SALVATION ARMY-BERLIN | BERLIN | WELLSPRING | W LEBANON |
| WELLSPRING | W LEBANON | LINCOLN-WOODSTOCK PANTRY | LINCOLN |
| LANCASTER COMM CUPBOARD | LANCASTER | WHITE MT COMM HEALTH CENTER | CONWAY |
| COMMUNITY BIBLE CHURCH | BERLIN | TOWN OF BETHLEHEM | BETHLEHEM |
| BREADBASKET FOOD PANTRY@ RIVER | CTR CONWAY | BREADBASKET FOOD PANTRY@ RIVER | CTR CONWAY |
| NASHUA SOUP KITCHEN&SHELTER | NASHUA | PITTSBURG AREA COMMUNITY SVC | PITTSBURG |
| NEW HORIZONS FOR NH | MANCHESTER | THE BRIDGE OUTREACH CENTER | LITTLETON |
| ST VINCENT dePAUL FOOD PANTRY | HAMPTON | CORNER CUPBOARD PANTRY | CAMPTON |
| SONSHINE SOUP KITCHEN | DERRY | FRIENDS-N-NEIGHBORS FOOD PANTRY | WHITEFIELD |
| THE SALVATION ARMY-PORTSMOUTH | PORTSMOUTH | NEW LIFE ASSEMBLY OF GOD | BETHLEHEM |
| SEACOAST CONSUMER ALLIANCE | PORTSMOUTH | FRANCONIA COMMUNITY CHURCH | FRANCONIA |
| SEABROOK COMMUNITY TABLE | SEABROOK | SALVATION ARMY-MANCHESTER | MANCHESTER |
| DOVER FRIENDLY KITCHEN | DOVER | ST JOHN NEUMANN FOOD PANTRY | MERRIMACK |
| THE SALVATION ARMY-ROCHESTER | ROCHESTER | CORPUS CHRISTI FOOD PANTRY | NASHUA |
| THIRD BAPTIST FOOD PANTRY | CTR STRAFFORD | SHARE OUTREACH | MILFORD |
| GRACE COMMUNITY CHURCH | ROCHESTER | CHRISTIAN BIBLE CHURCH OF NASHUA | NASHUA |
| KEARSARGE VALLEY CAP | WARNER | NEW HORIZONS FOR NH | MANCHESTER |
| TWIN RIVERS INTERFAITH | FRANKLIN | ST VINCENT dePAUL SOCIETY | GREENVILLE |
| BLESSED HOPE FOOD PANTRY | LOUDON | PARISH OF THE TRANSFIGURATION | MANCHESTER |
| CONCORD CAP AREA CENTER | CONCORD | HILLSBORO DISTRICT FOOD PANTRY | HILLSBORO |
| SUNCOOK AREA CENTER | SUNCOOK | GREATER MANCHESTER AIDS PJT | MANCHESTER |
| ST VINCENT dePAUL-ST PETER | CONCORD | PETERBOROUGH HUMAN SVCS FUND | PETERBOROUGH |
| CAP'S CUPBOARD | FRANKLIN | SOUTHSIDE BIBLE FELLOWSHIP | MANCHESTER |
| ST VINCENT dePAUL-ST JOHN | CONCORD | NASHUA SOUP KITCHEN&SHELTER | NASHUA |
| MEREDITH EMERGENCY PANTRY | MEREDITH | SALVATION ARMY-GOFFSTOWN | DUNBARTON |

| FACILITY NAME | CITY/TOWN | FACILITY NAME | CITY/TOWN |
|-------------------------------------|-----------------|---|-----------------|
| COMMON PANTRY | LACONIA | ST JAMES COMMUNITY FOOD PANTRY | MERRIMACK |
| HOPKINTON FOOD PANTRY | CONTOOCOOK | REVIVAL ASSEMBLY CHURCH | MANCHESTER |
| FIRST FRUITS FOOD PANTRY | SANBORTON | ST ANTHONY FOOD PANTRY | MANCHESTER |
| ALTON COMMUNITY SERVICES | ALTON | SNH HIV/AIDS TASK FORCE | NASHUA |
| UNITED BAPTIST CHURCH | LAKEPORT | FIRST UNITED METHODIST CHURCH | MANCHESTER |
| FAMILIES IN NEED PANTRY | W NOTTINGHAM | OPEN CUPBOARD PANTRY | WILTON |
| CALVARY BIBLE CHURCH | MEREDITH | THE SALVATION ARMY-NASHUA | NASHUA |
| ST VINCENT dePAUL | LAKEPORT | GREENFIELD FOOD PANTRY | GREENFIELD |
| UNITED CHURCH OF PENACOOK | PENACOOK | SAINT RAPHAEL FOOD PANTRY | MANCHESTER |
| TOWN OF BOSCAWEN | BOSCAWEN | NEW HAMPSHIRE FOOD BANK | MANCHESTER |
| INTERFAITH FOOD PANTRY | PEMBROKE | GOFFSTOWN NETWORK | GOFFSTOWN |
| DANBURY FOOD PANTRY | DANBURY | THE TOLLES STREET MISSION | NASHUA |
| PEMBROKE WELFARE | PEMBROKE | ST VINCENT dePAUL SOCIETY | HUDSON |
| TOWN OF CHICHESTER FOOD PANTRY | CHICHESTER | MAIN ST UNITED METHODIST CHURCH | NASHUA |
| WEBSTER FOOD PANTRY | WEBSTER | NORTHWOOD FOOD PANTRY | NORTHWOOD |
| ST PAUL'S CHURCH | CONCORD | GREATER RAYMOND COMMUNITY ACTION CENTER | RAYMOND |
| BARNSTEAD THRIFT SHOP & FOOD PANTRY | BARNSTEAD | FOOD FOR HUNGRY | SALEM |
| 7TH DAY ADVENTIST CHURCH | CONCORD | GREATER SALEM COMMUNITY ACTION CENTER | SALEM |
| BOSCAWEN CONG CHURCH | BOSCAWEN | OPERATION BLESSING | PORTSMOUTH |
| FRIENDS OF FORGOTTEN CHILDREN | CONCORD | ST VINCENT de PAUL | KINGSTON |
| HENNIKER FOOD PANTRY | HENNIKER | SEACOAST COMMUNITY ACTION CENTER | SEABROOK |
| MITZI JEWETT MEMORIAL | CONCORD | HOLY ANGELS FOOD PANTRY | PLAISTOW |
| HOOKSETT COMMUNITY FOOD PANTRY | HOOKSETT | LIBERTY BAPTIST CHURCH | W NOTTINGHAM |
| LOUDON FOOD PANTRY | LOUDON | SEACOAST FAMILY FOOD PANTRY | PORTSMOUTH |
| IMMACULATE CONCEPTION | PENACOOK | TOWN OF HAMPTON | HAMPTON |
| THE SALVATION ARMY-CONCORD | CONCORD | SEABROOK CHURCH OF CHRIST | SEABROOK |
| THE SALVATION ARMY-LACONIA | LACONIA | THE UPPER ROOM/FAMILY RESOURCE | DERRY |
| BRADFORD COMM FOOD PANTRY | BRADFORD | FIRST BAPTIST CHURCH | DERRY |
| PITTSFIELD FOOD PANTRY | PITTSFIELD | DEERFIELD FOOD PANTRY | DEERFIELD |
| CHRIST LIFE CENTER | LACONIA | ST VINCENT dePAUL SOCIETY | EXETER |
| FIRST CONGREGATIONAL CHURCH | CONCORD | NOTTINGHAM FOOD PANTRY | NOTTINGHAM |
| NTCC FOOD PANTRY | TILTON | THE SALVATION ARMY-PORTSMOUTH | PORTSMOUTH |
| ABUNDANT LIFE MINISTRIES | CONCORD | DERRY CAP FOOD PANTRY | DERRY |
| WEST CONGREGATIONAL CHURCH | CONCORD | ST ANNE ECUMENICAL FOOD PANTRY | HAMPSTEAD |
| WOLF PAC PANTRY | CONCORD | BREAD OF LIFE FOOD PANTRY | SALEM |
| OUR TOWN FOOD PANTRY | SANBORTON | SEACOAST CONSUMER ALLIANCE | PORTSMOUTH |
| FALL MTN FOOD SHELF | LANGDON | THE SALVATION ARMY-HAMPTON | HAMPTON |
| ST VINCENT dePAUL SOCIETY | KEENE | DOVER FOOD PANTRY | DOVER |
| FALL MTN FOOD SHELF | CHARLESTOWN | DOVER CAP FOOD PANTRY | DOVER |
| THE SALVATION ARMY-KEENE | KEENE | MILTON OUTREACH | MILTON |

| FACILITY NAME | CITY/TOWN | FACILITY NAME | CITY/TOWN |
|--------------------------------|----------------|---------------------------------|---------------|
| ST PETERS FOOD PANTRY | WALPOLE | GERRYS EMERGENCY PANTRY | ROCHESTER |
| ST VINCENT dePAUL SOCIETY | CLAREMONT | COMMUNITY FOOD PANTRY | SOMERSWORTH |
| HELPING HAND CENTER | TROY | NEW DURHAM FOOD PANTRY | NEW DURHAM |
| NEWPORT AREA ASSOC OF CHURCHES | NEWPORT | THIRD BAPTIST CHURCH | CTR STRAFFORD |
| THE COMMUNITY KITCHEN | KEENE | THE SALVATION ARMY-ROCHESTER | ROCHESTER |
| CLAREMONT SOUP KITCHEN | CLAREMONT | INTERFAITH FOOD PANTRY | FARMINGTON |
| GERTS FOOD PANTRY | W SWANZEY | OUR DAILY BREAD | DOVER |
| SOUTHWESTERN COMMUNITY SVCS | KEENE | BARRINGTON COMMUNITY PANTRY | BARRINGTON |
| CLAREMONT CITY WELFARE DEPT | CLAREMONT | SEEDS OF FAITH INC | ROLLINSFORD |
| ST VINCENT dePAUL SOCIETY | WINCHESTER | FARMINGTON OUTREACH | FARMINGTON |
| COMPASSION FOOD PANTRY | JAFFREY | ST THOMAS MORE | DURHAM |
| HIS HELPING HANDS OF CLAREMONT | CLAREMONT | WILKINSON FOOD PANTRY | LEE |
| LISTEN COMMUNITY SERVICES | LEBANON | GRACE COMMUNITY CHURCH | ROCHESTER |
| LIFE MINISTRIES | WOLFEBORO | GRACE COMMUNITY CHURCH | FARMINGTON |
| PLYMOUTH AREA COMM CLOSET | PLYMOUTH | REVOLUTION CHURCH | ROCHESTER |
| ASHLAND FOOD PANTRY | ASHLAND | SALVATION ARMY-MCKENNA HOUSE | CONCORD |
| WAKEFIELD FOOD PANTRY | SANBORNVILLE | CAREY HOUSE/SALVATION ARMY | LACONIA |
| BARTLETT-JACKSON PANTRY | GLEN | SULLIVAN CTY HOUSING COALITION | CLAREMONT |
| ALL SAINTS CHURCH | LITTLETON | MONADNOCK CTY HOUSING COALITION | KEENE |
| BRISTOL COMMUNITY SERVICES | BRISTOL | BRIDGE HOUSE | PLYMOUTH |
| AGAPE MINISTRIES SERVANTS | CENTER OSSIPEE | THE TYLER BLAIN HOUSE | LANCASTER |
| CONWAY VILLAGE CONG CHURCH | CONWAY | SUPPORT CTR AT BURCH HOUSE | BETHLEHEM |
| GROVETON FOOD PANTRY | GROVETON | NASHUA SOUP KITCHEN&SHELTER | NASHUA |
| TRI-COUNTY CAP-LITTLETON | LITTLETON | HELPING HANDS OUTREACH | MANCHESTER |
| AREA CHURCHES WORKING TOGETHER | COLEBROOK | NEW HORIZONS FOR NH | MANCHESTER |
| THE TYLER BLAIN HOUSE | LANCASTER | ANNE-MARIE HOUSE | HUDSON |
| MADISON CHURCH FOOD PANTRY | MADISON | CROSS ROADS HOUSE | PORTSMOUTH |
| HOMELESS CTR STRAFFORD CTY | ROCHESTER | MY FRIENDS PLACE | DOVER |