

22
Rice

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

March 10, 2014

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

Your Excellency and Members of the Council:

REQUESTED ACTION

1. Authorize the Department of Justice to conduct a three-day advanced conference entitled "2014 Partnering for a Future Without Violence" to be held June 4-6, 2014 at Southern New Hampshire University, Manchester, New Hampshire, at a cost not to exceed \$69,914.47 through June 6, 2014. Funding Source: 43% Agency Income, 57% Federal Funds.
2. Contingent upon the approval of paragraph one, authorize the Department of Justice to accept and expend registration fees for the conference as mentioned above, in the amount of \$100.00 from each of an estimated 300 attendees, for a total amount not to exceed \$30,000, to help defray the cost of this conference and facility expenses, for the period of Governor and Council approval through June 6, 2014. 100% Agency Income.

Funds received are to be budgeted in account #02-20-20-200010-8908, Department of Justice, 2014 Domestic Violence/Child Abuse Conference.

<u>Class</u>	<u>Description</u>	<u>Current Budget</u>	<u>Requested Action</u>	<u>New Budget</u>
067-500559	Training/Facility Rentals	\$0	\$30,000	\$30,000
009-403514	Agency Income	(\$0)	(\$30,000)	(\$30,000)

3. Contingent upon approval of paragraph one and paragraph two, authorize the Department of Justice to enter into an agreement with Southern New Hampshire University (vendor #177206) in an amount not to exceed \$14,813.97 for the purpose of providing necessary conference facilities and services, for the three-day advanced training conference, effective the date of Governor and Council approval through June 6, 2014. 54% Agency Income, 46% Federal Funds.

Funds are available for this contract in account #02-20-20-201510-5017 entitled “Violence Against Women Act Grant” as well as other funds from account #02-20-20-200010-8908, Department of Justice, 2014 Domestic Violence/Child Abuse Conference.

<u>Account #</u>	<u>Class</u>	<u>Description</u>	<u>Amount</u>
5017	072-500573	Grants Federal/Grants to Institutions	\$6,813.97
8908	067-500559	Training of Providers/Facility Rentals	\$8,000.00
			\$14,813.97

4. Contingent upon approval of paragraph one, paragraph two, and paragraph three, authorize the Department of Justice to enter into an agreement with Sodexo Operations LLC (vendor #201064) in an amount not to exceed \$36,302.50 for the purpose of providing lunches and refreshment breaks, for the three-day advanced training conference, effective the date of Governor and Council approval through June 6, 2014. 61% Agency Income, 39% Federal Funds.

Funds are available for this contract in account #02-20-20-201510-4460 entitled “Children’s Justice Act Grant”, as well as other funds from account #02-20-20-200010-8908, Department of Justice, 2014 Domestic Violence/Child Abuse Conference as follows:

<u>Account #</u>	<u>Class</u>	<u>Description</u>	<u>Amount</u>
4460	072-500577	Grants Federal/Grants of Food	\$14,302.50
8908	067-500559	Training of Providers/Facility Rentals	\$22,000.00
			\$36,302.50

EXPLANATION

The Department of Justice is requesting approval to conduct an advanced three-day training conference for professionals involved with the issues of child abuse and neglect, domestic and sexual violence, stalking, strangulation, human trafficking and elder abuse. The Department is committed to providing high-quality, low-cost training to New Hampshire professionals. The Department anticipates that up to 650 individuals including judges, law enforcement, attorneys, victim advocates, child protection workers, adult protective workers, treatment providers, medical professionals and educators will attend this year’s event.

In 2013, the Department combined two annual conferences, one historically held in the spring and the other in the fall, into one three-day training event that was held in June. By combining the two events the Department was able to utilize multiple grant funds and maximize resources. Almost 600 professionals attended the conference, the Department plans to provide the same format for its 2014 conference.

The Department continues to make changes to its conference in an effort to make it more affordable to state and local agencies struggling with very limited budgets. These changes include canceling the banquet and instead conducting the awards ceremony at lunch, and making registration forms and conference handouts available in electronic formats, thus saving printing and mailing expenses. This has allowed the Department to continue to provide scholarships to departments and agencies that cannot afford to send their staff.

Of the projected number of training conference attendees, 300 attendees will pay a \$100.00 registration fee for the conference directly to the Treasurer, State of New Hampshire. The Department of Justice will provide scholarships to cover the cost of attending for those agencies and individuals who would not be able to attend because of budget restraints. This will broaden the level of representation of individuals statewide and to maximize the benefit of this conference. The \$100.00 registration fee will pay for part of the costs of this training conference. The remaining costs will be covered by Federal Funds available from account #02-20-20-201510-5017, entitled "Violence Against Women Act Grant" and account #02-20-20-201510-4460 entitled "Children's Justice Act Grant".

Additional conference cost items totaling \$16,748, not included in the requested action above, are detailed in the attached conference budget. This total includes printing and supply costs, as well as speakers' fees and travel expenses and will be paid out of account #02-20-20-201510-5017, entitled "Violence Against Women Act Grant" and account #02-20-20-201510-4460 entitled "Children's Justice Act Grant." 100% Federal Funds.

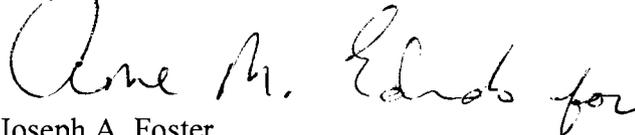
Due to the anticipated size of attendance, there were limited facilities as potentially having sufficient capacity to host this event. Southern New Hampshire University/Sodexo Operations LLC was the only facility/vendor that submitted a bid. The other facilities were unavailable or were of insufficient capacity to accommodate the size of the conference.

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

Please let me know if you have any questions concerning this request.

Your consideration is greatly appreciated.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Joseph A. Foster for".

Joseph A. Foster
Attorney General

JAF/k
#1014707

“2014 Partnering for a Future Without Violence”

Conference Dates: June 4-6, 2014

BID LIST OF FACILITIES

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

Other facilities were contacted but were either unavailable on the scheduled dates of June 4-6, 2014 or chose to not submit a bid. These facilities were:

Keene State College	Keene, NH
Plymouth State University	Plymouth, NH
The Radisson Hotel Manchester	Manchester, NH

The following facilities were contacted but are not large enough to accommodate the anticipated size of the conference:

Attitash Grand Summit Hotel	Bartlett, NH
The Balsams Hotel	Dixville Notch, NH
North Conway Grand Hotel	North Conway, NH
Nashua Marriott Hotel	Nashua, NH
Crowne Plaza	Nashua, NH
Radisson Hotel	Nashua, NH
Mountain View Grand Hotel	Whitefield, NH
Waterville Valley Conference Center	Waterville Valley, NH
The Executive Court Banquet Facility	Manchester, NH

“2014 Partnering for a Future Without Violence”

AGENDA - DRAFT

WEDNESDAY JUNE 4, 2014

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

THURSDAY JUNE 5, 2014

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

FRIDAY, JUNE 6, 2014

8:30 am – 9:00 am	Registration
9:00 am – 10:00 am	Keynote Address “Polyvictimization and the Effects of Trauma” <i>William Kellibrew</i>
10:30 am – 12:00 pm	<u>Session 8</u> : Seminars 50 - 56
12:00 pm- 1:00 pm	Lunch and <i>Roger Fossum</i> Award Ceremony
1:00 pm – 2:30 pm	<u>Session 9</u> : Seminars 57 - 61

2014 Partnering For a Future Without Violence Conference

Budget

ITEM	BUDGETED
PRINTING	\$550
PROGRAM GUIDE	
SUPPLIES	\$1,500
BINDERS, PORTFOLIOS, NAME TAGS, LABELS	
PRESENTER EXPENSES	\$16,748
REBECCA CAMPBELL	\$2,499
GEMS	\$2,449.50
RACHEL LOYD	\$2,149.50
JAMES MARKEY	\$1,700
WILLIAM KELLIBREW	\$1,600
AEQUITAS	\$1,200
STALKING RESOURCE CENTER	\$1,200
LISA FONTES	\$1,200
CHRISTINA RAINVILLE	\$750
HOTEL ACCOMMODATIONS	\$2,000
FACILITY CONTRACTS	\$51,116.47
SNHU	\$14,813.97
SODEXO OPERATIONS, LLC	\$36,302.50
TOTAL	\$69,914.47

Subject:

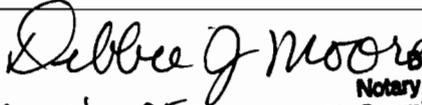
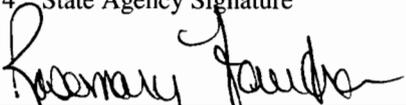
Partnering for a Future Without Violence (6/4 thru 6/7/14) - SNHU

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Justice		1.2 State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3 Contractor Name Southern New Hampshire University		1.4 Contractor Address 2500 North River Road Manchester, NH 03106	
1.5 Contractor Phone Number 603-645-9612	1.6 Account Number 8908 - 500559	1.7 Completion Date 6/6/14	1.8 Price Limitation \$14,813.97
1.9 Contracting Officer for State Agency Danielle Snook		1.10 State Agency Telephone Number (603) 271-3671	
1.11 Contractor Signature Joseph A Sergi, CFO		1.12 Name and Title of Contractor Signatory  CFO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>1/3/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Debbie J Moore / Administrative Mgr to CFO</u>		 DEBBIE J. MOORE Notary Public - New Hampshire My Commission Expires May 11, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Rosemary Faretta, D. of Edm.</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>NIA</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>W. M. E. G. G.</u> On: <u>3/11/14</u>			
1.18 Approval by the Governor and Executive Council By: On:			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials
Date 1/3/14

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials
Date 1/3/14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICE

The Contractor will provide conference facilities, tables, chairs, linens, audio visual equipment and audio visual support and other necessary equipment or supplies, for up to six-hundred (650) attendees at the three (3) day advanced training conference entitled "*Partnering for a Future Without Violence*". This training has been scheduled for June 4-6, 2014 but these dates may be changed if mutually agreeable to both parties.

1. Facility Services

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

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

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

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

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

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

2. Bill For Services

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

- 2.1 The identity of each service provided;
- 2.2 The date(s) upon which services were provided;

- 2.3 The amount due for each service provided; and
- 2.4 The total amount due for services provided.

3. Contract Price

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

EXHIBIT B

CONTRACT PRICE

1. The Contract Price shall be fourteen thousand eight hundred thirteen dollars and ninety-seven cents (\$14,813.97) for conference facilities and audio visual services specifically identified below:

- 1.1. One (1) general session room set to accommodate total attendance (650), the rental of tables, chairs, linens, staging and other equipment and/or supplies necessary to accommodate the attendance and facilitate the plenary sessions and meals to be held in that space;
- 1.2. Six (6) additional breakout rooms for concurrent workshops and the rental of tables, chairs, linens, staging and other equipment and/or supplies necessary to accommodate attendance;
- 1.3. One (1) registration area with two stations to include, but not be limited to: three (3) tables (with linens) and four (4) chairs;
- 1.4. One (1) resource area with six (6) tables (with linens);
- 1.5. One (1) area with eight (8) tables (with linens) to accommodate book fair; and
- 1.6. Provision of necessary audio/visual equipment (podiums, microphone systems, DVD/VCR's, projectors, screens, flip charts, whiteboards etc.) and the availability of audio-visual personnel to setup equipment and provide technical assistance and support as needed in the general session and breakout rooms.

EXHIBIT C

SPECIAL PROVISIONS

1. 14.1.1 is modified as follows “comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability in amounts of not less than \$25,000,000 per occurrence”.

Certificate of Authority

The undersigned officer certifies that as of February 8, 2013, the following resolution is duly authorized by the board of Trustees of Southern New Hampshire University, and remains in full force and effect.

RESOLUTION:

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

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

In witness whereof, I, Karen D. Abbott, being duly constituted Assistant Secretary of the Board of Trustees of Southern New Hampshire University, have hereunto set my hand and seal this 8th day of February, 2013.

2/8/13
Date

Karen D. Abbott
Karen D. Abbott

STATE OF NEW HAMPSHIRE
HILLSBOROUGH COUNTY

Subscribed and sworn to before me on the 8th day of February, 2013.

Debbie J. Moore
Notary

DEBBIE J. MOORE
Notary Public - New Hampshire
My Commission Expires May 11, 2016

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of July A.D. 2013

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

William M. Gardner
Secretary of State



Subject: Partnering For A Future Without Violence - 6/4-6/6/2014 **FORM NUMBER P-37 (version 1/09)**

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Attorney General's Office</u>		1.2 State Agency Address <u>33 Capitol Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Sodexo Operations, LLC</u>		1.4 Contractor Address <u>2500 North River Road, Manchester NH 03106</u>	
1.5 Contractor Phone Number <u>603-645-9710</u>	1.6 Account Number <u>8908 - 500559</u>	1.7 Completion Date <u>6/6/2014</u>	1.8 Price Limitation <u>\$36,302.50</u>
1.9 Contracting Officer for State Agency <u>Danielle Snook</u>		1.10 State Agency Telephone Number <u>603-271-3671</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Daniel VanAvery General Manager</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/4/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Debbie J Moore</u>		DEBBIE J. MOORE Notary Public - New Hampshire My Commission Expires May 11, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
1.14 State Agency Signature <u>Rosemary Jardea</u>		1.15 Name and Title of State Agency Signatory <u>Rosemary Jardea, Dir. of Adm</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>De M. Galt</u> On: <u>3/11/14</u>			
1.18 Approval by the Governor and Executive Council By: On:			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 1/29/14

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials W
Date 1/27/11

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICE

The Contractor will provide three (3) coffee services, three (3) buffet luncheons and two (2) refreshment breaks, for up to 650 attendees at the three (3) day advanced training conference entitled "*Partnering for a Future Without Violence*". This training has been scheduled for June 4-6, 2014 but these dates may be changed if mutually agreeable to both parties.

1. Banquet Functions

1.1 A guaranteed count will be provided three (3) business days prior to each meal for the number of guests to receive coffee service, refreshment breaks and lunches, June 4-6, 2014. These counts will include employees of the Department of Justice, presenters and scholarship recipients, to which the Department of Justice will add the number of individual pre-paid registrants.

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

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

2. Bill For Services

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

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

3. Contract Price

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

EXHIBIT B

CONTRACT PRICE

1. The Contract Price shall be thirty six thousand three hundred and two dollars and fifty cents (\$36,302.50) for all meals and breaks as specifically identified below:
 - 1.1. One coffee service, refreshment break and buffet luncheon on June 4 and 5, 2014 and coffee service and buffet luncheon on June 6, 2014 for up to 650 attendees at the ***“Partnering for a Future Without Violence”*** conference. The cost is \$55.85 per person inclusive of gratuity. Total cost not to exceed \$36,302.50 (650 people x \$55.85)

EXHIBIT C

SPECIAL PROVISIONS

1. 14.1.1 is modified as follows “comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence” .

INSTRUMENT OF DELEGATION

The undersigned, holding the position of Vice President of SODEXO, INC. appoints and delegates to Dan Vanavery, General Manager, Southern New Hampshire University, Campus Services, of Sodexo, Inc., the authority to perform the duties specifically described below in connection with the below described transactions. This delegation is made pursuant to authority contained in certain resolutions adopted by the Board of Directors of SODEXO, INC. on February 15, 2013, which resolutions remain in full force and effect.

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

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

**Effective Date
of Delegation:** January 15, 2014

SODEXO, INC.

By: 
Robert A. Stern
Vice President and General Counsel

ATTEST:



Scott Robins
Vice President, Associate General Counsel
and Corporate Secretary

Signature Date: January 15, 2014

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of January, A.D. 2014

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)
01/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570052706740** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 <input type="checkbox"/> OTHER:		GL5094676 SIR applies per policy terms & conditions	06/01/2013	06/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 SIR \$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		CA 5196432 AOS CA 5196433 MA	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC049901044 AOS WC049901048 CA	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570052706740

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of New Hampshire Department of Justice, 33 Capitol St., Concord, NH 03301-6397 is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, with respect to the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Southern NH University
2500 North River Road
Manchester NH 03106 USA

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Sodexo, Inc. and Its Subsidiaries	
POLICY NUMBER See Certificate Number: 570052706740			
CARRIER See Certificate Number: 570052706740	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		WC049901049 FL	06/01/2013	06/01/2014	
B		N/A		WC049901050 MA, ND, WA, WI, WY	06/01/2013	06/01/2014	
B		N/A		WC049901046 IL, KY, NC, NH, UT, VT	06/01/2013	06/01/2014	
B		N/A		WC049901047 NJ, PA	06/01/2013	06/01/2014	
B		N/A		WC049901045 AK, AZ, GA, VA	06/01/2013	06/01/2014	



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Sodexo, Inc. and Its Subsidiaries	
POLICY NUMBER See Certificate Number: 570052706740			
CARRIER See Certificate Number: 570052706740	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

Additional Description of Operations / Locations / Vehicles:

Designation of Additional Insureds. It is agreed that, with respect to the insurance afforded by the above referenced policies, excluding workers' Compensation and Employer's Liability, the provisions of the policy designating who is insured thereunder have been amended to include any person or organization, the "Additional Insured", for whom the Named Insured agrees in writing to procure liability insurance, provided: a) The coverage and limits of liability afforded to such "Additional Insured" apply only to the extent required by the agreement, but in no event for coverage not afforded by the policy, nor for limits of liability greater than the insurer's liability stated in the policy declarations; b) The inclusion of more than one insured shall not increase the limits of the insurer's liability; and c) The designation hereunder of the "Additional Insured" as an insured shall be null and void during the term of any separate liability insurance policy not listed herein and procured by the Named Insured for such "Additional Insured".