

State of New Hampshire

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

600 Jm

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.

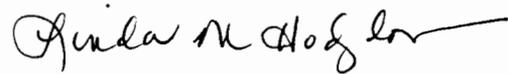
On July 8, 2014, the Bureau of Purchase and Property issued a request for proposals for statewide surplus food distribution services. On August 6, 2014, two firms submitted proposals and were considered. The evaluation committee consisted of members from the Division of Plant and Property, Bureau of 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
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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,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", with a long horizontal flourish extending to the right.

Linda M. Hodgdon
Commissioner

TEFAP 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

%		Jon	Lenny	Amy	Totals
50	Distribution	40	42	44	126
		CAP	45	48	142
20	Experience/References	18	19	19	56
		CAP	19	20	59
10	Ordering	7	10	10	27
		CAP	9	9	28
10	Inventory	7	10	10	27
		CAP	8	9	26
10	Security	7	9	10	26
		CAP	7	8	24

Total Points	
FB	87.3
CAP	93.0

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.

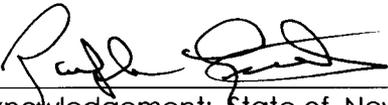
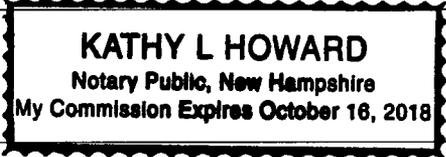
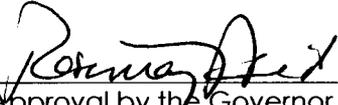
THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)

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: _____			

AK
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 shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the

Contractor 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..."

10. 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 Grand 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**

FACILITY 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

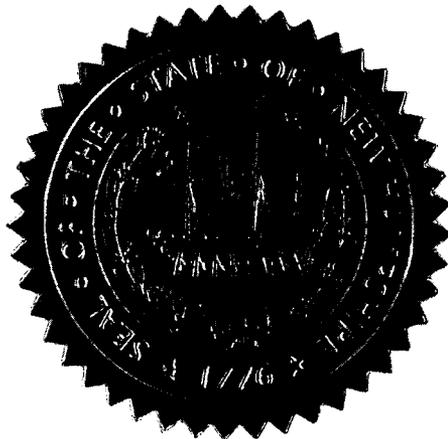
FACILITY NAME	CITY/TOWN	FACILITY NAME	CITY/TOWN
COMMON PANTRY	LACONIA	ST JAMES COMMUNITY FOOD PANTRY	MERRIMACK
HOPKINTON FOOD PANTRY	CONTOOCOOK	REVIVAL ASSEMBLY CHURCH	MANCHESTER
FIRST FRUITS FOOD PANTRY	SANBORNTON	ST ANTHONY FOOD PANTRY	MANCHESTER
ALTON COMMUNITY SERVICES	ALTON	SNH HIV/AIDS TASK FORCE	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

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 21st day of August A.D. 2014

A handwritten signature in black ink, 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 12/12/13, such authority to be in force and effect until 9/30/17 (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.

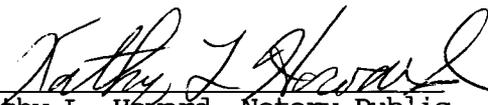
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 28th day of August, 20 14.


Secretary-Clerk

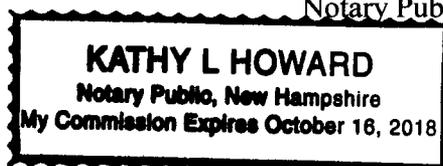
STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 28th day of August, 20 14, 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:



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 12, 2013, and has not been amended or revoked and remains in effect as of the date listed below.

8/28/2014

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2014

PRODUCER (603)669-3218 FAX: (603)645-4331
 Cross Insurance
 Laura Perrin
 1100 Elm Street
 Manchester NH 03101

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Community Action Program
 Belknap-Merrimack Counties Inc.
 P.O. Box 1016
 Concord NH 03302

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: Arch Insurance Company

INSURER B: QBE

INSURER C: Hanover Insurance Co

18058

INSURER D: N.H.M.M. JUA

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	NCPKG02266000	6/17/2014	6/17/2015	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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
		GEN'L AGGREGATE LIMIT APPLIES PER:					
<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input checked="" type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	NCAUT0226600	6/17/2014	6/17/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS / UMBRELLA LIABILITY	NCUMB02266000	6/17/2014	6/17/2015	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	QWC3000372 (3a.) NH All officers included	6/17/2014	6/17/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				Y/N	N
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
		E.L. DISEASE - POLICY LIMIT	\$ 500,000				
A		OTHER Directors & Officers	PHSD727025	4/1/2014	4/1/2015	\$1,000,000	
C		Blanket Crime	BDV1649128	3/27/2014	3/27/2015	500,000	
D		Professional	NHJUA11882	12/30/2013	12/30/2014	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

State of New Hampshire
 Administrative Services
 State House Annex
 25 Capitol St., Rm 102
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Laura Perrin/KS5

... must register with and present to the Mortgagee or its agent the sum of Five Thousand Dollars and 00/100 (\$5,000.00) in cash or by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check within thirty (30) days from the date of the public auction, or on delivery of the foreclosure deed, at the option of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the public auction. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) bid upon and purchase the Mortgaged Premises at the foreclosure sale; (iii) reject any and all bids for the Mortgaged Premises and (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale. Such change(s) or amendment(s) shall be binding on all bidders.

Other terms to be announced at sale. The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the holders of the Certificates, First Horizon Mortgage Pass-Through Certificates Series FHAMS 2005-PA4, by First Horizon Home Loans, a division of First Tennessee Bank National Association, Master Servicer, in its capacity as agent for the Trustee under the Pooling and Servicing Agreement

Present holder of said mortgage, by its Attorneys
Susan W. Cody
Korde & Associates, P.C.
321 Billerica Road, Suite 210
Chelmsford, MA 01824-4100
(978) 256-1500

CXE 13-012875 Wilmot (July 2, 2014) (July 9, 2014) (July 16, 2014)
(UL - July 2, 9, 16)

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www.unionleader.com

Legal Notice

**PUBLIC NOTICE
INVITATION TO BID**

The State of New Hampshire is soliciting bids for Proposal Number:

RFP 1647-15

TEMPORARY FOOD ASSISTANCE PROGRAM (TEFAP)

Specifications and bid forms may be obtained at http://admin.state.nh.us/purchasing/bids_posteddate.asp, **RFP 1647-15** or at the Bureau of Purchasing, 25 Capitol Street, Room 102, Concord, NH. All bids must be submitted to the Bureau of Purchasing no later than **1:30 P.M. on August 6, 2014.**

Robert D. Stowell, Administrator
Administrative Services

(UL - July 15, 16, 17)

NH Union Leader



Lost & Found 9

FOUND: Pet bird, wings clipped, on West side, Marjon St. area, Manchester. Call 603-661-3843

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BOSTON EXPRESS BUS

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Or you may download the application from our website
www.bostonexpressbus.com

Please mail completed application with a copy of your driving record to:
Steve Harbert, Safety Director
Boston Express Bus
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