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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

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

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

March 24, 2021

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Division of Procurement Support Services Food Surplus to enter into a **sole source** contract amendment with Community Action Program Belknap-Merrimack Counties, Inc., Concord, NH (VC 177203), originally approved by Governor and Executive Council on July 31st, 2019, item #117 to provide statewide Surplus Food Distribution for the Emergency Food Assistance Program ("TEFAP") by increasing the price limitation by \$1,095,722 from \$1,024,705 to \$2,120,427, effective upon Governor and Executive Council approval through September 30, 2022. **100% Federal Funds**

Funds are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Funding is available in the following accounts: Temporary Emergency Food Assistance and 01-14-14-141710-51310000-072-500569 and 01-14-14-141710 - 19470000- 072-500569

Account	Account Description	Contract	FY20	FY21	FY22	Total
51310000-072-500569 - Grants Federal	TEMPORARY EMERGENCY FOOD ASSISTANCE	Original Contract	\$325,045	\$341,298	\$358,362	\$1,024,705
19470000-072-500569 - Grants Federal	COVID-FOOD INSECURITY	Amendment		\$912,744	\$182,978	\$1,095,722
	Total Amended Contract		\$325,045	\$1,254,042	\$541,340	\$2,120,427

EXPLANATION

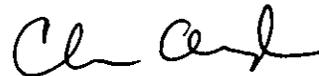
The Federal Government through the U.S. Department of Agriculture (USDA) Food and Nutrition Service provided fiscal assistance through the Families First Coronavirus Response Act (FFCRA) and the Coronavirus Aid, Relief, the Economic Security Act (CARES) the Coronavirus Response and the Relief Supplemental Appropriations Act in response to the Coronavirus Pandemic. The concern for food insecurity has grown nationally and The Emergency Food Assistance Program (TEFAP) in NH has more than doubled the amount of USDA foods coming into New Hampshire in an effort to feed our citizens. TEFAP is managed by the Department of Administrative Services, Surplus Distribution Section to cover the costs associated with administering the program. These funds are 100% pass through to be provided to our contracted TEFAP vendor, Community Action Program Belknap-Merrimack Counties Inc.

The increase in funds are from the Families First Coronavirus Response Act, the Coronavirus Response and Relief Supplemental Appropriations Act, and the Federal Food Purchase Distribution Program (previously known as Trade Mitigation Program). All funding is provided through the U.S. Department of Agriculture (USDA) which will be used to reimburse the Community Action Program Belknap-Merrimack Counties Inc., of Concord NH for administrative expenses in relation to the federal Food Purchase Distribution program.

This amendment is a **sole source** amendment request because the amount of the amendment is greater than 10% of the original contract price limitation. The services to be provided in this amendment build upon the services outlined in the original contract. Switching to another vendor would be financially and logistically inefficient.

Accordingly, your consideration of our request is appreciated.

Respectfully Submitted,



Charles M. Arlinghaus
Commissioner

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

This First Amendment (hereafter called the "Amendment") dated this 1 day of March, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as the "State") and Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter referred to as the "Contractor") for The Emergency Food Assistance Program;

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") which was approved by Governor and Executive Council on July 31st, 2019, item #117, and set to expire September 30, 2022, Contractor agreed to provide surplus food distribution for The Emergency Food Assistance Program (TEFAP) to the State upon the terms and conditions specified in the Agreement; and

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

WHEREAS, the Contractor and the State wish to amend the Agreement by increasing the not to exceed amount by \$1,095,722 from \$1,024,705 to \$2,120,427. This increase includes federal funds from the Families First Coronavirus Response Act (FFCRA) in the amount of \$257,159, federal funds from the Coronavirus Aid, Relief, and Economic Security Act (CARES) in the amount of \$385,738, the Coronavirus Response and Relief Supplemental Appropriations Act in the amount of \$244,847, and federal Trade Mitigation funds in the amount of \$25,000.

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

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

1.8 \$2,120,427
2. Replace Exhibit B, **PAYMENT STRUCTURE** to read:

State Fiscal Year 2020: \$325,045
State Fiscal Year 2021: \$1,254,042
State Fiscal Year 2022: \$541,340
3. Except as specifically amended herein, all other provisions of the Agreement, approved by Governor and Executive Council July 31st, 2019, item #117, shall remain in full force and effect.

COMMUNITY ACTION PROGRAM BELKNAP-
MERRIMACK COUNTIES, INC.

By: Jeanne Agri
Jeanne Agri
(Print Name)

Title: Chief Executive Officer

Date: 3/01/2021

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: _____

OFFICE OF THE ATTORNEY GENERAL

By: Takhmina Rakhmatova
Takhmina Rakhmatova
(Print Name)

Title: Attorney

Date: 4/22/2021

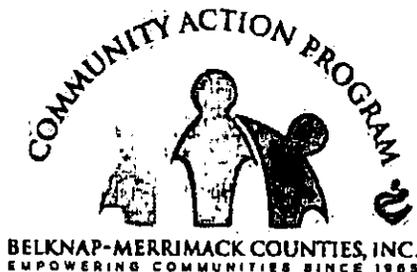
The foregoing contract amendment was approved by the Governor and Executive Council of New Hampshire on

Signed: _____

(Print Name)
Title: _____

Contractor Initials: JA
Date: 3.1.2021

Phone (603) 225-3295
 (800) 856-5525
 Fax (603) 228-1898
 Web www.bm-cap.org



2 Industrial Park Drive
 P.O. Box 1016
 Concord, NH
 03302-1016

CERTIFICATE OF AUTHORITY

I, Dennis Martino, President, Board of Directors, hereby certify that:

1. I am a duly elected officer of Community Action Program Belknap-Merrimack Counties, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on **January 14, 2021**, at which a quorum of the Directors were present and voting.

VOTED: That *Jeanne Agri, Chief Executive Officer/Executive Director, Michael Tabory, Chief Operations Officer/Deputy Director, Rossana Goding, Chief Fiscal Officer, Steven Gregoire, Budget Analyst, Dennis Martino, President, Board of Directors* are duly authorized on behalf of Community Action Program Belknap-Merrimack Counties, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. Such authority to be in force and effect until **September 30, 2022**. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/01/2021

Signature of Elected Officer
 Name: Dennis Martino
 Title: President, Board of Directors

Rev. 11/12/2020
 kit:COA - dennis martino

ALTON Senior Center..... 876-7102 Prospect View Housing..... 876-3111	CONCORD Area Center..... 225-4880 Head Start..... 224-4192 Early Head Start..... 224-4492 Concord Area Meals on Wheels..... 225-9092 Concord Area Transit..... 225-1967 Horseshoe Pond Place..... 225-4151 WLC/CSFP..... 225-7050 Workplace Success..... 225-2304	EPSOM Meadow Brook Housing..... 734-8210	FRANKLIN Head Start..... 934-2161 Early Head Start..... 934-2161 Senior Center..... 934-4151 Riverside Housing..... 934-4310	LACONIA Area Center..... 524-4512 Head Start..... 528-5234 Early Head Start..... 528-5234 Senior Center..... 524-7489 Family Planning..... 524-5450 Workplace Success..... 524-4347	MEREDITH Area Center..... 779-1074	NEWBURY Newbury Commons Housing..... 783-0360	PEMBROKE Village at Pembroke Farms Housing..... 485-1842	PITTSFIELD Senior Center..... 425-8482 Head Start..... 425-4418 Early Head Start..... 425-4411	SUNCOOK Area Center..... 485-7824 Senior Center..... 485-4734	TILTON Senior Center..... 577-4291	WARNER Area Center..... 454-2207 Head Start..... 454-3208 North Ridge Housing..... 454-3398
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COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Chief Executive Officer/Executive Director, Chief Operating Officer/Deputy Director, Chief Fiscal Officer, Budget Analyst, 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 Natural and Cultural Resources
- New Hampshire Office of Strategic Initiatives (OSI) for Low Income Energy Assistance, Weatherization, SBAS and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U.S. Department of Health and Human Services
- U.S. Department of Housing and Urban Development
- U.S. Department of the Treasury - Internal Revenue Service
- and other departments and divisions as required

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 14, 2021, and has not been amended or revoked and remains in effect as of the date listed below.

3/01/2021
Date


Bruce Carr
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/22/2021

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 have ADDITIONAL INSURED provisions or 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).

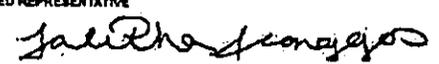
PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME Andrea Nicklin PHONE (A/C No./Ext) (603) 869-3218 FAX (A/C No.) (603) 843-4381 EMAIL ADDRESS anicklin@crossagency.com	
INSURED Community Action Program Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302		INSURER(S) AFFORDING COVERAGE INSURER A: Tokio Marine Holdings, Inc. INSURER B: Granite State Health Care and Human Services Self-Insured Retention INSURER C: Federal Ins Co 20201 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20-21 All, 21-22 WC **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.

LINE LTR	TYPE OF INSURANCE	ACORD FORM NO.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER:		PHPK2187440	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 OTHER \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2187420	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB740340	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	HCHS20210000385 (3a.) NH	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> NH STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability		82471794	04/01/2020	04/01/2021	Limit \$1,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of NH is included as additional insured with respects to the CGL & business auto policies as required by executed written contract with the above named insured.

CERTIFICATE HOLDER State of New Hampshire Administration Serv Bureau of Purchase and Prop 25 Capitol St. Room 102 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63021

Certificate Number: 0005338239



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2021.

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

William M. Gardner
Secretary of State

117 m.c



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 120
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Charles M. Arlinghaus
Commissioner
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Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

June 10, 2019

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Federal Surplus Distribution to enter into a contract with Community Action Program Belknap-Merimack Counties, Inc., of Concord, NH (Vendor 177203), to coordinate and provide statewide Surplus Food Distribution for Temporary Emergency Food Assistance Program (TEFAP). The total amount for the contract shall not exceed \$1,024,705 upon Governor and Executive Council approval, for the period effective October 1, 2019 through September 30, 2022. The agreement may be renewed for an additional two one-year terms with the same terms, conditions, and pricing structure with the approval of the Governor and Executive Council. **100% Federal Funds.**

Contingent upon available funding, funds are available in the following account: 01-14-14-141510-51310000-072-500569 Department of Administrative Services, Temporary Food Assistance.

FY20	\$325,045
FY21	\$341,298
FY22	\$358,362

EXPLANATION

The Department is responsible, through the Federal 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

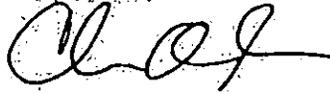
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
June 10, 2019
Page 2 of 2

organizations whose ongoing primary function is to facilitate the distribution of food to those in need.

On January 8, 2019 the Bureau of Purchase and Property issued a Request for Proposal (RFP) for Temporary Emergency Food Assistance Program services, with response due on February 8, 2019, on the State's website. One firm submitted a proposal for consideration. The evaluation committee consisted of members from the Bureau of Purchase and Property, Federal Surplus Distribution, and the Department of Corrections. The proposal was evaluated on the criteria established in the RFP. 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. is the selected vendor.

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

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2210

Bid Description	2162-19
Bid #	Temporary Emergency Food Assistance Program
Agent Name	Kathleen Daley

Vendor	Score
Community Action Program Belknap- Merimack Counties	93

Subject: Temporary Emergency Food Assistance Program

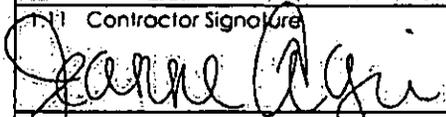
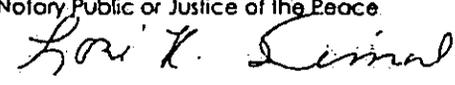
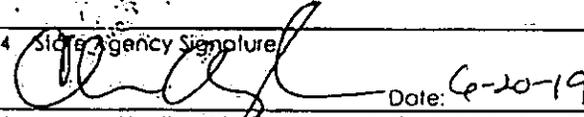
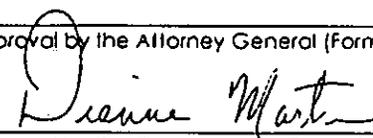
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capital Street Concord, NH 03301	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address Industrial Park Drive PO Box 1016 Concord, NH 03302-1016	
1.5 Contractor Phone Number (603)225-3295	1.6 Account Number 51310000	1.7 Completion Date September 30, 2022	1.8 Price Limitation \$1,024,705.00
1.9 Contracting Officer for State Agency Katie Daley		1.10 State Agency Telephone Number (603)271-8601	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Executive Director, Jeanne Agri	
1.13 Acknowledgement: State of N. H. County of Merrimack On 6/10/19, 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 LORI R. DEMOND Notary Public - New Hampshire My Commission Expires December 14, 2020			
1.14 State Agency Signature  Date: 6-20-19		1.15 Name and Title of State Agency Signatory Charles M. Artinghaus, 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) (if applicable) By:  On: 7/3/19			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Temporary Emergency Food Assistance Program (TEFAP) Services in accordance with the proposal submission in response to State Request for Proposal #2162-19 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFP 2162-19

3. TERM OF CONTRACT

This Contract shall commence on October 1, 2019 or upon the approval of Governor and Executive Council, whichever is later, and shall terminate on September 30, 2022, a period of approximately three (3) years, unless extended for additional terms.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and the with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

The Department of Administrative Services – Federal Surplus Distribution, administers a service contract for the purpose of 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 shall 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).

Technical Requirements:

The successful bidder 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 fee to the locations. In necessary instances, the successful bidder may be required to complete deliveries on a per month basis for up to one (1) year.

The successful bidder will be responsible to complete site delivery reports every thirty (30) days. An inventory must be submitted to Federal 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 Federal Surplus Distribution. In addition, the successful bidder will be required to submit reports that may be requested in support of USDA and/or State programs (., e.g. Disaster Feeding).

The Contractor must comply with all Federal requirements as they pertain to the TEFAP requirements in accordance with CFR 251.

The Contractor shall be responsible to provide orders and delivery periods for the orders to Federal Surplus Distribution 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. The Contractor shall enter orders into the USDA Web Based Supply Chain Management (WBSCM) system and enter shipment receipts into WBSCM as soon as possible but no later than two (2) business days after delivery.

The Contractor must provide Federal Surplus Distribution 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.

The Contractor must submit bills on a monthly basis to Federal Surplus Distribution with a complete accounting of each location and eligible expenses being billed for.

The Contractor shall not charge TEFAP recipients for deliveries through the TEFAP Program and USDA products provided.

Standards of Eligibility for Recipient Agencies:

No fees associated with TEFAP foods is allowed 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..."

An agreement must be completed and submitted to the Contractor to review. The agreement must then be forwarded to Federal Surplus Distribution 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 Federal Surplus Distribution 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.

The Contractor shall provide yearly civil rights training for all volunteers per FNS Instruction 113-1.

Criteria for Determining Eligibility for Individuals/Households:

It is the policy of the State 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 which is to be approved by Federal Surplus Distribution. 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.

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFP #2162-19, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT B
PAYMENT TERMS**

1. PAYMENT

The Contractor hereby agrees to provide temporary food assistance program services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$1,024,705; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PAYMENT STRUCTURE

Administrative funds are issued by USDA for payment of the administrative, warehousing and distribution expenses incurred. There will be no state funds awarded to the Contractor. 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 (3) years is below:

Federal Fiscal Year 2020: \$325,045
Federal Fiscal Year 2021: \$341,298
Federal Fiscal Year 2022: \$358,362

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

If the Contractor has sub-agreements and funds are available, an equitable amount must be passed on.

Matching Requirements:

The New Hampshire Federal Surplus Distribution Section retained \$15,960 in FY18 in TEFAP administrative funds and matches \$15,960 for a total of \$31,920 for state level administration and monitoring of TEFAP activities. Federal Surplus Distribution will evaluate the costs associated with the TEFAP program on a yearly basis by September 30th for the following TEFAP program year.

EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials QA
Date 6-10-09

EXHIBIT D

RFP #2162-19 is incorporated here within.

Contractor Initials QA
Date 10-19

Appendix A Locations

FACILITY NAME	CITY/TOWN	FACILITY NAME	CITY/TOWN
BELKNAP-MERRIMACK CAP	CONCORD	EPSOM FOOD PANTRY	EPSOM
THE FRIENDLY KITCHEN	CONCORD	COMMON PANTRY	LACONIA
FRIENDS OF FORGOTTEN CHILDREN	CONCORD	HOPKINTON FOOD PANTRY	CONTOOCOOK
BREAD & ROSES SOUP KITCHEN	FRANKLIN	FIRST FRUITS FOOD PANTRY	SANBORNTON
HANDS ACROSS THE TABLE	LACONIA	ALTON COMMUNITY SERVICES	ALTON
THE SALVATION ARMY-LACONIA	LACONIA	UNITED BAPTIST CHURCH	LAKEPORT
CHRIST LIFE CENTER	LACONIA	FAMILIES IN NEED PANTRY	CTR BARNSTEAD
ISAIAH 61 CAFÉ	LACONIA	CALVARY BIBLE CHURCH	MEREDITH
FIRST BAPTIST CHURCH OF BELMONT	BELMONT	ST VINCENT dePAUL	LAKEPORT
CLAREMONT SOUP KITCHEN	CLAREMONT	UNITED CHURCH OF PENACOOK	PENACOOK
THE COMMUNITY KITCHEN	KEENE	PEMBROKE WELFARE	PEMBROKE
FALL MTN FRIENDLY MEALS	ALSTEAD	TOWN OF CHICHESTER	CHICHESTER
HIS HELPING HANDS OF CLAREMONT	CLAREMONT	WEBSTER FOOD PANTRY	WEBSTER
HUNDRED NIGHTS INC	KEENE	ST PAUL'S CHURCH	CONCORD
KEENE UNITARIAN UNIVERSALIST CHURCH	KEENE	BARNSTEAD FOOD PANTRY	BARNSTEAD
NAAC-NEWPORT	NEWPORT	7TH DAY ADVENTIST CHURCH	CONCORD
LISTEN COMMUNITY SERVICES	LEBANON	BOSCAWEN CONGREGATIONAL CHURCH	BOSCAWEN
AREA CHURCHES WORKING TOGETHER	COLEBROOK	HENNIKER FOOD PANTRY	HENNIKER
PLYMOUTH AREA COMM CLOSET	PLYMOUTH	HOOKSETT COMMUNITY FOOD PANTRY	HOOKSETT
CONWAY DINNER BELL	CONWAY	LOUDON FOOD PANTRY	LOUDON
COMMUNITY CAFÉ	BERLIN	IMMACULATE CONCEPTION	PENACOOK
THE SALVATION ARMY-BERLIN	BERLIN	THE SALVATION ARMY-CONCORD	CONCORD
LANCASTER COMM CUPBOARD	LANCASTER	BRADFORD COMM FOOD PANTRY	BRADFORD
BREADBASKET FOOD PANTRY@ RIVER	CTR CONWAY	PITTSFIELD FOOD PANTRY	PITTSFIELD
NASHUA SOUP KITCHEN&SHELTER	NASHUA	CHRIST LIFE CENTER	LACONIA
NEW HORIZONS FOR NH	MANCHESTER	FIRST CONGREGATIONAL CHURCH	CONCORD
ST VINCENT dePAUL FOOD PANTRY	HAMPTON	NORTHFIELD TILTON FOOD PANTRY	TILTON
SONSHINE SOUP KITCHEN	DERRY	WEST CONGREGATIONAL CHURCH	WEST CONCORD
THE SALVATION ARMY-PORTSMOUTH	PORTSMOUTH	ABUNDANT LIFE MINISTRIES	CONCORD
SEACOAST CONSUMER ALLIANCE	PORTSMOUTH	CENTERPOINT CHURCH PANTRY	CONCORD
SEABROOK COMMUNITY TABLE	SEABROOK	FALL MTN FOOD SHELF	LANGDON
HEALING RAIN MINISTRIES	SEABROOK	ST VINCENT dePAUL SOCIETY OF KEENE	KEENE
THE SALVATION ARMY-ROCHESTER	ROCHESTER	FALL MTN FOOD SHELF	CHARLESTOWN
KEARSARGE VALLEY CAP	WARNER	THE SALVATION ARMY-KEENE	KEENE
TWIN RIVERS INTERFAITH	FRANKLIN	ST VINCENT dePAUL SOCIETY	CLAREMONT
MERRIMACK CAP AREA CENTER	CONCORD	HELPING HAND CENTER	TROY
SUNCOOK AREA CENTER	SUNCOOK	VAUGHAN COMMUNITY SERVICES	N CONWAY
CAP'S CUPBOARD	FRANKLIN	HELPING HANDS FOOD PANTRY	PLYMOUTH

ST VINCENT dePAUL-ST JOHN	CONCORD	BRIDGE HOUSE	PLYMOUTH
MEREDITH EMERGENCY PANTRY	MEREDITH	WELLSPRING	W LEBANON
GERTS FOOD PANTRY	W SWANZEY	LINCOLN-WOODSTOCK PANTRY	LINCOLN
CLAREMONT CITY WELFARE DEPT	CLAREMONT	WHITE MT COMM HEALTH CENTER	CONWAY
ST VINCENT dePAUL SOCIETY	WINCHESTER	BETHLEHEM FOOD PANTRY	BETHLEHEM
COMPASSION FOOD PANTRY	JAFFREY	THE BRIDGE OUTREACH CENTER	LITTLETON
JAFFREY FOOD PANTRY	JAFFREY	CAMPTON FOOD PANTRY	CAMPTON
LISTEN COMMUNITY SERVICES	LEBANON	FRIENDS AND NEIGHBORS FOOD PANTRY	WHITEFIELD
LIFE MINISTRIES	WOLFEBORO	HELPING HANDS PANTRY-BETHLEHEM	BETHLEHEM
ASHLAND FOOD PANTRY	ASHLAND	GOOD NEIGHBOR FOOD PANTRY	FRANCONIA
WAKEFIELD FOOD PANTRY	SANBORNVILLE	GOOD SHEPHERD ECUMENICAL PANTRY	WOODSVILLE
BARTLETT-JACKSON PANTRY	GLEN	HELPING HANDS NORTH, INC.	COLEBROOK
ALL SAINTS FOOD CUPBOARD	LITTLETON	SALVATION ARMY-MANCHESTER	MANCHESTER
CROSSROADS CHURCH FOOD PANTRY	LITTLETON	ST JOHN NEUMANN FOOD PANTRY	MERRIMACK
BRISTOL COMMUNITY SERVICES	BRISTOL	CORPUS CHRISTI FOOD PANTRY	NASHUA
AGAPE MINISTRIES SERVANTS	W.OSSIPEE	SHARE OUTREACH	MILFORD
CONWAY VILLAGE CHURCH	CONWAY	CHRISTIAN BIBLE CHURCH OF NASHUA	NASHUA
GROVETON FOOD PANTRY	GROVETON	ST VINCENT dePAUL - SACRED HEART	GREENVILLE
TRI-COUNTY CAP-LITTLETON	LITTLETON	PARISH OF THE TRANSFIGURATION	MANCHESTER
TYLER BLAIN HOUSE	LANCASTER	HILLSBORO DISTRICT FOOD PANTRY	HILLSBORO
THE MADISON FOOD PANTRY	MADISON	GREATER MANCHESTER AIDS PJT	MANCHESTER
LANCASTER METHODIST COMM CUPBOARD	LANCASTER	PETERBOROUGH FOOD PANTRY	PETERBOROUGH
WARREN/WENTWORTH FOOD PANTRY	WARREN	SALVATION ARMY-GOFFSTOWN	DUNBARTON
COMMUNITY FOOD CENTER	TAMWORTH	RIVERSIDE CHRISTIAN FOOD PANTRY	MERRIMACK
TOWN OF CARROLL	TWIN MOUNTAIN	Merrimack COMMUNITY FOOD PANTRY	MERRIMACK
FRIENDS OF MASCOMA/CANAAN PANTRY	CANAAN	LAKES REGION MENTAL HEALTH	LACONIA
TRI COUNTY CAP-LANCASTER FOOD SHELF	LANCASTER	ST ANTHONY FOOD PANTRY	MANCHESTER
FRIENDS OF MASCOMA/ENFIELD PANTRY	ENFIELD	SNH HIV/AIDS TASK FORCE	NASHUA
FREEDOM FOOD PANTRY	FREEDOM	FIRST UNITED METHODIST CHURCH	MANCHESTER
FEEDING HOPE FOOD PANTRY	BERLIN	OPEN CUPBOARD PANTRY	WILTON
CENTER HARBOR FOOD PANTRY	CTR HARBOR	THE SALVATION ARMY-NASHUA	NASHUA
GREENFIELD FOOD PANTRY	GREENFIELD	Society of St Vincent de Paul Exeter	EXETER
SAINT RAPHAEL FOOD PANTRY	MANCHESTER	NOTTINGHAM FOOD PANTRY	NOTTINGHAM
NEW HAMPSHIRE FOOD BANK	MANCHESTER	THE SALVATION ARMY-PORTSMOUTH	PORTSMOUTH
GOFFSTOWN NETWORK	GOFFSTOWN	ST ANNE ECUMENICAL FOOD PANTRY	HAMPSTEAD
TOLLES STREET MISSION	NASHUA	TRIUMPHANT CROSS LUTHERAN CHURCH	SALEM

ST JOHN XXIII PARISH	HUDSON	THE SALVATION ARMY-HAMPTON	HAMPTON
MAIN ST UNITED METHODIST CHURCH	NASHUA	HIGHER GROUND BAPTIST CHURCH	NOTTINGHAM
MARGUERITE D'YOUVILLE FOOD PANTRY	NASHUA	NEWMARKET COMMUNITY FOOD PANTRY	NEWMARKET
NORTHWOOD FOOD PANTRY	NORTHWOOD	DOVER FOOD PANTRY	DOVER
GREATER RAYMOND COMMUNITY ACTION CENTER	RAYMOND	SALVATION ARMY-ROCHESTER	ROCHESTER
FOOD FOR THE HUNGRY	SALEM	GERRYS EMERGENCY PANTRY	ROCHESTER
GREATER SALEM COMMUNITY ACTION CENTER	SALEM	COMMUNITY FOOD PANTRY	SOMERSWORTH
OPERATION BLESSING	PORTSMOUTH	THIRD BAPTIST CHURCH	CTR STRAFFORD
SEACOAST COMMUNITY ACTION CENTER	SEABROOK	INTERFAITH FOOD PANTRY	FARMINGTON
HOLY ANGELS FOOD PANTRY	PLAISTOW	OUR DAILY BREAD	DOVER
LIBERTY BAPTIST CHURCH	NOTTINGHAM	BARRINGTON COMMUNITY PANTRY	BARRINGTON
SEACOAST FAMILY FOOD PANTRY	PORTSMOUTH	SEEDS OF FAITH INC	ROLLINSFORD
TOWN OF HAMPTON	HAMPTON	FARMINGTON CAP FOOD PANTRY	FARMINGTON
SEABROOK CHURCH OF CHRIST	SEABROOK	ST THOMAS MORE	DURHAM
THE UPPER ROOM FOOD PANTRY	DERRY	WILKINSON FOOD PANTRY	LEE
FIRST BAPTIST CHURCH	DERRY	GRACE ROCHESTER FOOD PANTRY	ROCHESTER
DEERFIELD FOOD PANTRY	DEERFIELD	GRACE FARMINGTON FOOD PANTRY	FARMINGTON
SALVATION ARMY-MCKENNA HOUSE	CONCORD	HELPING HANDS OUTREACH	MANCHESTER
SOUTHWESTERN COMMUNITY SVCS	CLAREMONT	CROSS ROADS HOUSE	PORTSMOUTH
SOUTHWESTERN COMMUNITY SVCS	KEENE	HOMELESS CTR STRAFFORD CTY	ROCHESTER
ANNE-MARIE HOUSE	HUDSON		

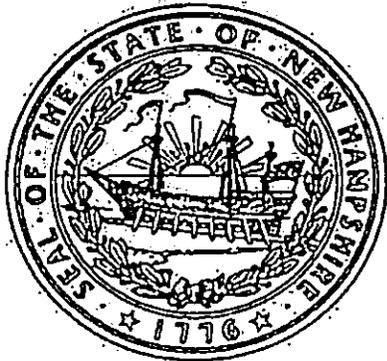
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63021

Certificate Number: 0004482211



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

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

William M. Gardner
Secretary of State

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

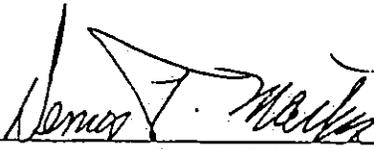
The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Deputy Director, Budget Analyst, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments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

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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 10, 2019, and has not been amended or revoked and remains in effect as of the date listed below.

6/10/19
Date


Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2019

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

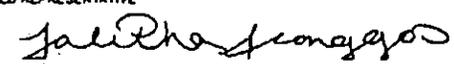
PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (AC, HO, EXT): (603) 860-3218 FAX (AC, HO): (603) 845-4331 EMAIL: kshaughnessy@crossagency.com ADDRESS:	
INSURED Community Action Programs, Belknap-Merrimack Counties Inc. P. O. Box 1018 Concord NH 03302		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: Granite State Health Care and Human Services Self INSURER C: Federal Ins Co INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18-19 AU/18-20 WC & D&O 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.

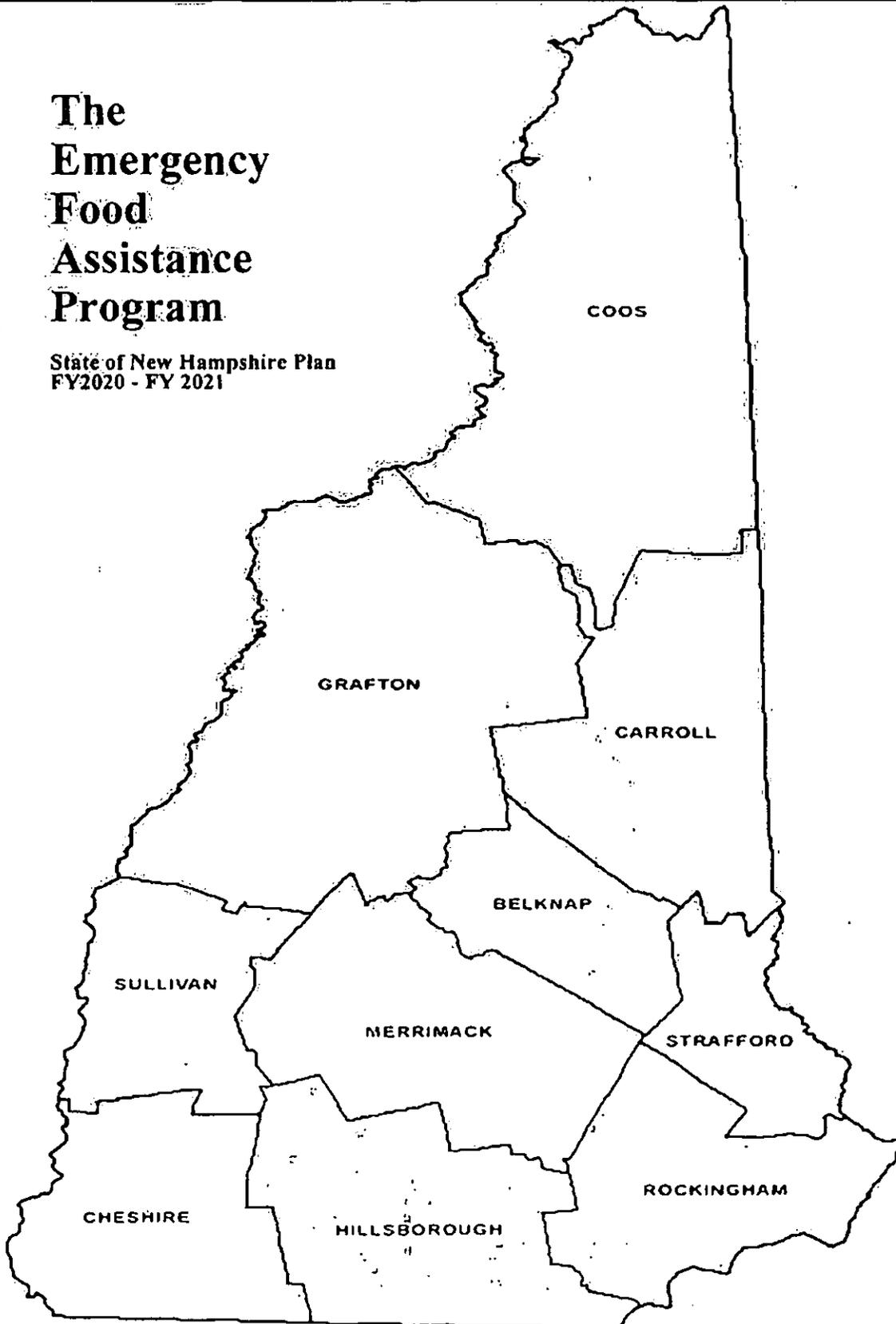
INSA LTR	TYPE OF INSURANCE	MODEL YEAR (M/Y)	POLICY NUMBER	POLICY EFF (M/DD/YYYY)	POLICY EXP (M/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1887527	10/01/2018	10/01/2019	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1887541	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION: \$ 10,000		PHUB849174	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Identify in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	HCHS20190000100(3a.) NH	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability		B2471784	04/01/2019	04/01/2020	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of NH, is included as an Additional Insured with respect to General Liability and Auto Liability as per written contract with the above named insured.

CERTIFICATE HOLDER State of New Hampshire Administration Serv Bureau of Purchase and Prop 25 Capitol St. Room 102 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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The Emergency Food Assistance Program

State of New Hampshire Plan
FY2020 - FY 2021



Katie Dalcy, Manager Surplus Distribution

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Program

The Emergency Food Assistance Program (TEFAP) is a federally funded food distribution program administered by the U. S. Department of Agriculture Food and Nutrition Services (USDA – FNS). The USDA purchases a variety of nutritious, high quality USDA foods and makes those foods available to State Distributing Agencies. States provide the food to local agencies such as food banks, food pantries, soup kitchens and other emergency feeding organizations (EFO) to help supplement the diets of low-income Americans with emergency food assistance at no cost.

The amount of food each State receives is based on the number of unemployed persons and the number of people with incomes below the poverty level in the State. States provide the food to local agencies that they have selected. These local agencies distribute the USDA Foods to eligible recipients for household consumption or use them to prepare and serve meals in a congregate setting.

Designation

Department of Administrative Services (DAS), Division of Procurement and Support Services (DPSS), Bureau of Purchase and Property (BOPP), Surplus Distribution Section (SDS) is the State Distributing Agency in New Hampshire.

New Hampshire Department of Administrative Services
Bureau of Purchase and Property, Surplus Distribution Section
12 Hills Avenue
Concord, NH 03301
Surplus.Distribution@das.nh.gov

Standards of Eligibility for Recipient Agencies

Criteria for selecting eligible recipient agencies (ERAs) 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 shall be EFOs (Emergency Feeding Organizations) such as food banks, food pantries, soup kitchens, and homeless shelters. Once the needs of the EFOs are met, TEFAP foods may then be made available to second priority recipients, such as, charitable institutions such as hospitals and retirement homes that serve at least a 50.1% needy population

No EFO will be added to the TEFAP program without documented proof that they will be serving and unserved population and without proof the ERA conducted a civil rights pre-review and any necessary corrective action(s) is resolved. ERA(s) shall provide yearly civil rights training for all volunteers per FNS Instruction 113-1.

To ensure EFOs are receiving the commodities that most interest their communities, and in accordance with the Emergency Food Assistance Act of 1983, Section 202A(b)(6), the ERA shall

State of New Hampshire Plan for The Emergency Food Assistance Program for FY2020 and FY2021

conduct a survey of commodity preferences, at least annually to be distributed to all EFOs. The ERA shall work with the SDS to develop the survey and update commodity options and questions. Additional input is gathered through the use of a statewide Advisory Board. The ERA will co-chair an annual Advisory Board meeting to determine which foods to order, discuss issues, recommendations, and enhancements to the program. Members of the Advisory Board will be selected by SDS with representation from all Emergency Food Organizations (EFO) categories (food pantries, soup kitchens, homeless shelters, charitable institutions, etc.) and from each Executive Council District.

No fees associated with TEFAP foods are allowed 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..."

Operations and Administration

The State of New Hampshire utilizes a competitive bid process, in accordance with NH RSA 21-I: 11, to select the vendor that will warehouse and distribute USDA commodity foods. The successful vendor, known as the "Eligible Recipient Agency" (ERA), is typically awarded a three (3) year contract with the option to extend for two (2) years. Appendix 2 – TEFAP Contract contains the current state contract for TEFAP distribution.

The ERA is responsible for the following:

- 1) Orders:
 - a) Entry and documentation of order receipt into the Web Based Supply Chain management (WEBSCM) system.
 - i) SDS shall approve the roll up into sales orders.
 - b) Receipt of orders must be in accordance with the most current FNS Instruction 709-5, completed as soon as possible, but no later than 2 business days of delivery.
- 2) Warehousing and distribution:
 - a) The ERA will store USDA foods. The ERA must seek approval from SDS prior to storing USDA foods at any facility other than those agreed upon in the contract.
 - b) All warehousing, distribution and storage of food shall be in accordance with 7 CFR 250.14(b) to safeguard foods. Any loss claims shall be handled as described in the most current FNS Instruction 410-1.
 - c) The ERA must submit to SDS a monthly inventory of all USDA foods being stored by location not later than five (5) business days following the end of the month.
 - d) The ERA will submit to SDS the allocation of TEFAP foods which must be approved prior to distribution.
- 3) Inspections and Meetings:
 - a) The ERA will cooperate with SDS as they perform an annual physical inventory per 7 CFR 250.14(d)(3) using the procedures outlined in Appendix 3 – Physical Inventory Plan.
 - b) ERA will assist with any and all inspections at the EFOs throughout the state.

- i) The SDS reserves the right to audit any facility that receives USDA commodities, at any time.

Funding available, as established by Section 27(a) of the Food and Nutrition Act of 2008, for TEFAP food purchases shall be used to procure the maximum amount of commodities as requested by EFOs. EFO requests shall be summaries from the annual survey conducted as described in the Standards of Eligibility section above. Administrative funds shall be used in accordance with 7 CFR 251.8.

Commodity Distributions

The State of New Hampshire shall demonstrate a strong sense of urgency with respect to maximum distribution of available commodities while striving to ensure citizens receive the most well-balanced, nutritional options. USDA commodities are shipped directly to the ERA warehouses, which in turn will distribute them to approximately 220 EFOs. Distributions are shipped throughout the state, at minimum, on a monthly basis, with additional distributions scheduled as commodities are available. SDS monitors monthly inventory reports submitted by the ERA to ensure the commodities are moving out to the EFOs in a timely manner. The ERA and SDS staff shall review the EFOs to ensure they are expeditiously distributing the commodities to eligible end users. Monthly inventory reports are to be submitted by EFOs to the ERA to be reviewed by the ERA and SDS. The ERA shall provide a quarterly distribution report, including commodity quantities distributed to each EFO. The report shall also be used to determine if any commodities are nearing six (6) month shelf life. ERA and SDS will develop a plan with the EFO(s) to return inventory levels to optimal shelf life, in accordance with USDA policies. Such plans remain fluid to ensure optimal distribution and utilization of available commodities as new needs present throughout the State. If the Household programs are satisfied, then SDS will contact the USDA Northeast Regional Office for approval to reallocate the inventory through other avenues.

Methodology for Allocating Funds

The SDS will evaluate costs associated with the TEFAP program annually. Administrative funds will be passed through to the ERA in accordance with 7 CFR 251.8(e), less the matching funds used by the SDS to administer the TEFAP program and the audit set aside requirement.

Standards of Eligibility for Individuals/Households

It is the policy of the State of New Hampshire to provide TEFAP foods to individuals with an income level at or below 185% of the federal poverty level as published in the Federal Register. The income level is monitored by the following guidelines:

- 1) The individual is on or eligible for public assistance, including but not limited to:
 - a) The Food Stamp Program (SNAP)
 - b) Fuel Assistance Program
 - c) Women, Infant and Children Program (WIC)
 - d) Commodity Supplemental Food Program (CSFP)

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- e) Temporary Aid to Needy Families Program (TANF)
 - f) Aid to Permanently and Totally Disabled Program (APTD)
 - g) Aide to the Needy Blind Program (ANB)
 - h) Head Start Program
 - i) Medicaid Program
 - j) Subsidized Housing
 - k) County, City, or Town Welfare Programs
 - l) Free and reduced price lunches
- 2) The individual is on or eligible for Supplemental Security Income.
 - 3) The individual is reasonably believed by the emergency feeding organization to be in need and would benefit from the foods distributed

It is our expectation that the ERA monitors the self-declaration forms maintained by the EFO. The self-declaration form must be completed annually by the individual to verify qualification to receive TEFAP foods. Additionally, during inspections of the EFOs these forms and any additional records updating the self-declaration form (i.e. the addition of a family member) shall be inspected to ensure compliance.

State Monitoring System

The SDS will monitor the ERA no less than every two (2) years. The most current ERA Review Form, Appendix 4 – ERA Administrative Review Form, will be used for these reviews.

The SDS will monitor one-tenth or 20, whichever is fewer, of all EFOs annually. SDS will select EFOs to review based on guidance provided in FD-124. The most current EFO Review form, Appendix 5 – EFO Review form, will be used for these reviews.

USDA is an equal opportunity provider and employer.

Appendix 2 - TEFAP Contract



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
35 Capital Street - Room 120
Concord, New Hampshire 03301

CHARLES M. ARBINGHAUS
Commissioner
(603) 271-3201

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

August 8, 2017

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

REQUESTED ACTION

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

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

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

SFY18	\$ 167,893.00
SFY19	\$ 167,893.00
SFY20	\$ 41,973.00
TOTAL	\$ 377,759.00

EXPLANATION

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

State of New Hampshire Plan for The Emergency Food Assistance Program for FY2020 and FY2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
August 8, 2017
Page 2 of 2

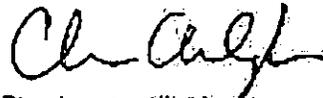
statewide distribution of USDA commodity foods through an established statewide network which includes, but is not limited to, soup kitchens, food pantries, homeless shelters and Class C institutions in compliance with the Federal Regulations as it relates to TEFAP. They shall continue to distribute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

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

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

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

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

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

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

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

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

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

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

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

51310000

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

1.7 September 30, 2019

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

1.8 \$1,045,802

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

State Fiscal Year 2015: \$150,775

State Fiscal Year 2016: \$223,513

State Fiscal Year 2017: \$238,962

State Fiscal Year 2018: \$222,686

Page 1 of 2

Contractor Initials: 

Date: 8/17

State of New Hampshire Plan for The Emergency Food Assistance Program for FY2020 and FY2021

State Fiscal Year 2019: \$167,893
State Fiscal Year 2020: \$41,973
Total: \$1,045,802

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

Page 2 of 3

Contractor Initials: *RS*
Date: *8/17/17*

State of New Hampshire Plan for The Emergency Food Assistance Program for FY2020 and FY2021

COMMUNITY ACTION PROGRAM BELKNAP-
MERRIMACK COUNTIES, INC.

By: [Signature]
Ralph Littlefield
(Print Name)

Title: Executive Director

Date: August 8, 2017

NOTARY PUBLIC/JUSTICE OF THE PEACE

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

Ralph Littlefield, Executive Director

And acknowledge that he executed this
document indicated above.

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

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

My commission expires:
Edward B. Stevens Notary Public, New Hampshire
My Commission Expires September 14, 2018
603-271-2222
www.nhnotary.com

STATE OF NEW HAMPSHIRE

By: [Signature]
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 8/8/17

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
John J. Conforti
(Print Name)

Title: Assistant Attorney General

Date: August 9, 2017

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

Signed: _____

(Print Name)

Title: _____

Contractor Initials: [Signature]
Date: 8/8/17

Appendix 3 – Physical Inventory Plan

PHYSICAL INVENTORY PROCEDURES FOR COMMODITY FOODS

General

A. Date of Inventory and Inventory Hours

A physical inventory will be taken of all commodity items before the closing of the state fiscal period, ending June 30th. This procedure should also be followed during any other scheduled monthly physical inventory.

B. Suspension of Transactions

There will be no delivery or pick-up transactions allowed during the performance of the physical inventory.

C. Material to be Inventoried

All TEFAP food stored at the any approved TEFAP storage facility shall be inventoried

- Belknap-Merrimack CAP 2 Industrial Park Dr. Concord, NH
- Southern NH Services 40 Pine St. Manchester, NH
- Southern NH Services 134 Allds St. Nashua, NH
- Law Warehouse and Trucking 27 Airport Rd. Nashua, NH
- Londonderry Freezer Warehouse 219 Rockingham Rd. Londonderry, NH
- High Wood Cold Storage-6 Rockingham Rd. Londonderry, NH

D. Inventory Organization and Personnel

A designated State of New Hampshire employee will travel to all TEFAP storage locations (these locations are known and approved by Surplus Distribution) and physically count every case of food

This count will be compared to the Surplus Distribution book inventory as well as to BM-CAP's book inventory.

If an inventory discrepancy is noticed, the designated State of New Hampshire employee will notify another state employee to perform a recount.

Any discrepancy will be reconciled and an inventory adjustment will be made as well as any documentation required per FNS Instructions

E. Preparation

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All previous inventory receipts, adjustments (including damage report) and invoices must be posted before the physical count begins. If all posting have been completed the previous day, then physical counts can be started. However, once this begins, the suspension of transactions is also initiated.

F. Deadline of Inventory Completion

All counting results and reconciliations must be reported to the inventory poster prior to noon on the scheduled inventory day.

G. Damaged Goods Procedure

All damaged goods must be reported, tagged and issued (whenever possible) five (5) days prior to the performance of the physical inventory. The damaged goods report must be posted prior to the printing of the inventory item list. All less than full case quantities can be issued to recipients at no charge but still must be signed for on a manual delivery invoice. A copy of these invoices must be attached to the damage report when submitted to the inventory poster. All goods requiring disposal must be properly disposed of immediately after they are posted on the damaged report.

Any partial quantities that remain during the inventory procedure must be tagged with information relating to the timing of the reported notice of damage, and the date of the damage report in which there was an inventory adjustment.

H. Retention of Documents

All documents utilized for the performance of this physical inventory procedure are to be filed and retained per regulations.

All distribution, storage and management of USDA foods must adhere to 7 CFR 250

Appendix 4 – ERA Administrative Review Form

NH DEPARTMENT OF ADMINISTRATIVE SERVICES SURPLUS DISTRIBUTION SECTION			
The Emergency Food Assistance Program ERA Administrative Review Report			
I. General			
1.	Name and Address of ERA	3.	Agreement Dated
		4.	Name and Title of Person(s) interviewed
	Telephone	5.	Name and Title of State Reviewer(s)
	Fax #		
2.	Date(s) of Review		
II. Distribution Sites			
A. Approved Locations			
	Number Approved	Number Operating	Number of Households
a. Sites			
b. Sub-outlets			
Total			
III. Documents			
1. Are the following documents on file and available for inspection at the ERA office?		YES	NO
		COMMENTS	
A. Agreement between ERA and SDA			
B. Agreement between ERA and recipient agencies			
C. Is ERA accepting and approving RA applications in accordance with 7 CFR, CH II, §250 & §251			
D. If private non-profit organizations, IRS letter documenting tax exempt status			
2. Adequacy of documentation of eligibility records (use Discrepancy Summary Page 4)			
a. Sample size			
b. Number of records which do not have:			
(1) Name and address			
(2) Basis of eligibility			
(3) Type of documentation used to determine eligibility			
(4) Signature of applicant			
(5) Date of application			
(6) Other			

State of New Hampshire Plan for The Emergency Food Assistance Program for FY2020 and FY2021

3. Reconciliation of distribution records with eligibility records				
a. Sample size				
b. Number supported by eligibility records				
c. Number not supported by eligibility records				
IV. Storage Facilities and Storage Practices				
A. Does the ERA have a contract with commercial or school warehouses where USDA donated foods are stored?				
YES		NO		COMMENTS
List all locations where the ERA's donated foods are stored				
B. Storage Practices				
Using Page 5, record the review of each central storage area listed above.				
V. Records and Record Keeping				
A. General				
Are the following records maintained for the required three (3) years?				
	YES	NO	COMMENTS	
1. Foods received for TEFAP				
2. Foods issued to sites				
3. Foods returned from sites				
4. Foods transferred				
5. Food losses (explain)				
B. Does the person in charge know the procedure for disposing of out-of-condition foods?				
C. Was the proper procedure followed for the losses listed above?				
D. Perpetual inventory records				
E. Physical Inventory				
F. How often is a physical inventory taken?				
G. Food Orders and Usage				
(1) Factors considered			Comments	
a. Past distribution history				
b. Number of households				
c. Quantity of entitlement/bonus food allocated to FB				
d. Printing of food distribution records				
e. Timeliness of orders				
f. Orders within 90% of entitlement				

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	YES	NO	COMMENTS
H. Does each site/sub-outlet submit distribution records to the ERA supporting foods distributed?	<input type="checkbox"/>	<input type="checkbox"/>	
I. Is the ERA using a distribution form that contained:			
(1) Name of RA	<input type="checkbox"/>	<input type="checkbox"/>	
(2) Number of households served	<input type="checkbox"/>	<input type="checkbox"/>	
(3) Date food issued	<input type="checkbox"/>	<input type="checkbox"/>	
(4) Signature of RA member	<input type="checkbox"/>	<input type="checkbox"/>	
Using page 6, verify the distribution records.			
VI Training			
	YES	NO	COMMENTS
A. Has training been conducted for all ERA	<input type="checkbox"/>	<input type="checkbox"/>	
If "Yes," give dates and topics covered:			
B. Is a list maintained of attendees	<input type="checkbox"/>	<input type="checkbox"/>	
C. Is training planned for those	<input type="checkbox"/>	<input type="checkbox"/>	
VII Monitoring			
	YES	NO	COMMENTS
A. Has the ERA visited sites prior to	<input type="checkbox"/>	<input type="checkbox"/>	
B. Has the ERA monitored recipient agencies for compliance with requirements?	<input type="checkbox"/>	<input type="checkbox"/>	
C. Are records of these monitoring visits	<input type="checkbox"/>	<input type="checkbox"/>	
D. Are records maintained of corrective	<input type="checkbox"/>	<input type="checkbox"/>	

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REVIEW OF STORAGE FACILITY OR AREA			
Name of ERA	Location where food is stored		
	YES	NO	COMMENTS
1. Is storage facility well maintained to insure safety and sanitation?			
2. Is space adequate and in good repair?			
3. Is there adequate ventilation?			
4. Is storage area secure from theft?			
5. Are foods stored separately from pesticides, herbicides, cleaning solvents, lubricants, or other materials that could contaminate the foods?			
6. Is storage area free of rodent and insect infestation?			
7. Is facility exterminated regularly?			
8. Are foods palletized and/or on shelves?			
9. Is first-in/first-out method used?			
10. Are damaged products disposed of properly?			
11. Record current temperature in:			
Freezer:			
Cooler:			
Dry:			
12. If applicable, is the freezer's internal temperature checked and recorded 7 out of 7			
13. If applicable, is the cooler's internal temperature checked and recorded 7 out of 7 days?			
14. Though not required, is the dry storage temperature checked and recorded 7 out of 7			
15. Does the State or local health department require inspection certification?			

NOTE: Individual forms should be completed on each location where food is stored.

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VIII. Food Ordering Procedures

1. What procedures do you use to order entitlement/bonus foods

2. How do you determine what to order

3. Comments on Food Ordering Procedures

IX. CIVIL RIGHTS COMPLIANCE

A. Civil Rights Assurance

Does the EFO/recipient agency have a signed agreement with the SDA/ERA assuring that no person in the United States shall, on the grounds of race, color, age, sex, national origin and disability be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination under any program receiving Federal financial assistance? Yes _____ No _____

Comments: _____

What steps are taken to ensure the ERA/EFO does not impose additional requirements (religious or otherwise) on recipient agencies as a condition to receive USDA foods _____

B. Public Notification

Has the ERA/recipient agency established a public notification system to inform the public, particularly minorities and grass roots organizations, of the Food Distribution Program eligibility requirements and complaint handling procedures? Yes _____ No _____

Comments: _____

Do all forms of communication, which are used to inform the general public about the program include the required nondiscrimination statement? Yes _____ No _____

Has the policy on nondiscrimination and the procedures for filing a complaint been publicized and do participants have access to Title VI information? Yes _____ No _____

Comments: _____

Have program participants, particularly minorities, been informed of significant program developments and/or changes in eligibility or benefits? Yes _____ No _____

Comments: _____

Is the USDA Title VI poster "... And Justice for All," or an approved substitute poster containing the nondiscrimination statement and complaint filing information, displayed in a prominent place? Yes _____ No _____

Comments: _____

C. Complaints of Discrimination

What procedures are used by the recipient agency for handling alleged discrimination complaints?

Explain: _____

How many complaints have been filed during the past year alleging discrimination on the basis of race, color, national origin, age, sex or disability?
Has the state agency conducted a compliance review of the recipient agency against whom complaints alleging discrimination have been filed? Yes _____ No _____
Explain:
<u>D. Non-English Speaking Provision</u>
What steps have been taken to provide bilingual personnel and/or materials to limited or non-English communicating persons that will assure equal opportunity for participants in the program by eliminating any information or communication barriers?
Explain:
Has the ERA/recipient agency encountered any problems with providing bilingual personnel and/or materials to limited or non-English speaking persons? Yes _____ No _____
Explain:
<u>E. Training and Monitoring</u>
What steps does the ERA/recipient agency take for training staff and volunteers? Are training sessions documented?
Explain:
How does the ERA/recipient agency monitor it's various sites/subrecipients?
Explain:
<u>F. Disability Accommodations</u>
How does the ERA/recipient agency accommodate participants with disabilities?
Explain:

Appendix 5 – EFO Review Form

Date: ____/____/____

EMERGENCY FEEDING ORGANIZATION SITE REVIEW FORM

Name of Site: _____

Location Address: _____

Mailing Address: _____

Person Interviewed: _____ Title: _____

Type of Site: (Check appropriate boxes)

NHSDS Customer Number

Food Pantry

Soup Kitchen

Homeless Shelter

Charitable Institution

How long have you been the coordinator? _____

Approximate number of individuals/ families served daily/weekly/monthly?

What are the hours of operation? _____

How long has the site been in operation? _____

How long has the site received TEFAP foods? _____

What was the date of your most recent on-site review? _____

Is a copy of the review on file? Yes _____ No _____

Was corrective action required? Yes _____ No _____

How many volunteers are involved in your food program? _____

How often is food picked up from the CAA? _____

When did the food pantry last receive TEFAP foods _____

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	Yes	No	N/A	Comments
1. Does the site have a current signed agreement with BM-CAP?				
2. Is a copy on file at the site?				
3. Are there paid staff?				
4. Do you serve clients outside your area?				
5. Are the days and hours posted outside the agency?				
6. Are clients required to complete the TEFAP self-declaration form?				
7. Are these forms kept on file for three years?				
8. Does the site require the client to show an ID?				
9. Do workers/volunteers receive commodities?				
10. Do workers/volunteers complete the TEFAP form?				
11. Are fees/donations/religious affiliation required?				
12. Can households be served at least once every 30 days?				
13. Is the pantry client choice?				
14. If not, does the client choose any products?				
15. Does the pantry give all clients both TEFAP and donated products?				
16. Have any TEFAP foods been received that were spoiled or out of condition?				
17. Do you know your local CAA contact person?				
18. Have losses been reported to the EFAP Director and the local CAA?				
19. Have there been any discrimination complaints filed against the site?				
20. Was the complain forwarded to BM-CAP?				
21. Does the site have materials for non-English speaking clients?				
22. Is there evidence of pest or rodent infestation?				
23. Are foods kept 6" off the floor and stored on shelves?				

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	Yes	No	N/A	Comments
24. Are foods stored at least 4" away from the walls?				
25. Are toxic items (soap, bleach, etc.) stored away from foods?				
26. Are floors, pallets and shelving clean?				
27. Are food storage areas clean and odor free?				
28. Are foods inspected regularly for signs of spoilage or damage?				
29. Is the stock rotated on a regular basis?				
30. Does the site repackage TEFAP foods?				
31. Are dry, refrigerated and frozen items stored at proper temps?				
32. Is a temperature log maintained?				
33. Is the facility and equipment well maintained?				
34. "And Justice for All" poster displayed?				
35. Website updated with non-discrimination statement?				
36. Documentation of civil rights training for staff and volunteers?				
37. Have invoices from the CAA been signed and checked by staff?				
38. Procedures in place for safeguarding TEFAP foods from theft?				
39. If Charitable Institution, does it comply with the New Hampshire Sanitary Code for Food Services?				

Commodities in Inventory

Cases

Condition

Temperature

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Describe referral activities to connect clients to other programs.

What other services does the site provide to clients (clothing, vouchers, gift baskets, etc.)

Other comments

Date

Reviewer

Date

Person Interviewed