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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION of PARKS and RECREATION  
172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3556 Fax: (603) 271-3553  
Web: www.nhstateparks.org

81

March 21, 2023

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to exercise a renewal option with Roots Café and Catering, LLC., (VC# 396264), Newmarket, NH for the operation of food concession services at Odiorne Point State Park for one season of five months beginning May 15, 2023 through October 15, 2023 effective upon Governor and Council approval. The original contract was approved by Governor and Council on April 20, 2022, item #77.

Funds are to be deposited in the following account:

03-035-035-351510-37220000-003-402037-26- Concession Operations

**EXPLANATION**

NH State Parks successfully launched a pilot program with Roots Café and Catering for the 2022 season and would like to extend the option for the 2023 season. The goal of the agreement was to enhance the experience of our guests, regress traffic flow in and out of the park to find food elsewhere, and to generate additional revenue to help support the parks operational costs. Roots Café and Catering exceeded all of our expectations and are excited for the opportunity to come back. The agreement generated \$12,832 for the parks system, while enhancing the Odiorne Point State Park brand and experience.

Respectfully submitted,

Concurred,



  
\_\_\_\_\_  
Brian J. Wilson  
Director

  
\_\_\_\_\_  
Sarah L. Stewart  
Commissioner



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
Services for the Blind & Vision Impaired (SBVI)  
21 So. Fruit St., Suite 20  
Concord, NH 03301  
TEL. (603) 271-3537  
1-800-681-6881

03/22/23

To Whom it may concern:

This letter is to acknowledge that the Dept. of Education, Office of Services for the Blind & Vision Impaired (SBVI) met with the Office of NH Dept. of Natural and Cultural Resources (DNCR) on March 17<sup>th</sup>, 2023 to discuss an extension of a one year agreement with their current food truck service provider for the summer 2023 season at Odiorne State Park, 570 Ocean Boulevard, Rye.

Under TITLE XV EDUCATION, Chapter 186-B, Section 186-B:13, DNCR offered NH Services for the Blind & Vision Impaired the opportunity to provide food truck services for this location. Our office declined this opportunity for the 2023 season as we just became aware of this proposal and would not be prepared for the opening date of May 15<sup>th</sup>.

We do want to explore this opportunity to provide food services at this location but for the best interest of all parties involved, our recommendation at this time would be to begin negotiations with DNCR in the fall of 2023 in preparation for the 2024 season. This will allow DNCR to continue moving forward with their preparation for the 2023 season which is about to begin.

Sincerely,

Patricia Pelletier  
Randolph-Sheppard Program Manager

## Amendment of P-37 Contract Agreement

The Department of Natural and Cultural Resources and Roots Café and Catering, hereby mutually agree to amend the contract for *operation of food concession services at Odiorne Point State Park* originally approved by the Governor and Executive Council on April 20, 2022 Item #77, with a completion date of October 15, 2022 as follows:

1. Amend Box 1.7, Completion Date, by exercising a renewal option for one season of five months beginning May 15, 2023 through October 15, 2023.
2. Amend Exhibit A, Special Provisions, to include: (no change to Exhibit A)
3. Amend Exhibit B, Scope of Services, to include: (no change to Exhibit B)
4. Amend Exhibit C, Term, to renew for one season from May 15, 2023 through October 15, 2023.
5. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
6. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

### Roots Café and Catering

  
\_\_\_\_\_  
Joshua D. Enright, Manager

3-20-23  
\_\_\_\_\_  
Date

### Department of Natural and Cultural Resources

  
\_\_\_\_\_  
Sarah L. Stewart, Commissioner

4/3/2023  
\_\_\_\_\_  
Date

Approved as to form, substance and execution:

  
\_\_\_\_\_  
Attorney General

04/18/2023  
\_\_\_\_\_  
Date

Date

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ROOTS CAFE AND CATERING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 01, 2016. 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: 738483

Certificate Number: 0006161350



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**Limited Partnership or LLC Certificate of Authority**

(Sole partner, member, or manager)

Joshua  
I, Enright, hereby certify that I am the sole Partner, Member or (Name)  
manager of Roots Cafe a limited liability partnership under RSA 304-B, a limited  
(Name of Partnership or LLC)

liability professional partnership under RSA 304-D, or a limited liability company under  
RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is  
understood that the State of New Hampshire will rely on this certificate as evidence that I  
currently occupy the position indicated and that I have full authority to bind the partnership  
or LLC and that this authorization shall remain valid for thirty (30) days from the date of  
the signature below.

DATE: 3-20-23

ATTEST:

  
\_\_\_\_\_  
(Name)  
Josh Enright (owner)  
\_\_\_\_\_  
(Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/2023

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).

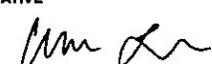
<b>PRODUCER</b> Gallant Insurance 1364 Route 3A Bow NH 03304		<b>CONTACT NAME:</b> Chelsea LeBrun <b>PHONE (A/C, No, Ext):</b> (603) 224-0993 <b>FAX (A/C, No):</b> (603) 224-7710 <b>E-MAIL ADDRESS:</b> chelsea@gallant-insurance.com	
<b>INSURED</b> ROOTS CATERING LLC 6 BAY RD UNIT 5 NEWMARKET NH 03857-1729		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Maine Mutual Group Ins. Co. NAIC # 15997 <b>INSURER B:</b> A.I.M. Mutual Insurance Companies <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2332201619      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BP13616996	04/16/2023	04/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 XCMDS \$
	<b>AUTOMOBILE LIABILITY</b> <input 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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WCC-500-5027928-2022A	10/19/2022	10/19/2023	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b> State of New Hampshire Odiorne State Park 570 Ocean Blvd Rye NH 03870		<b>CANCELLATION</b> 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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New Hampshire Department of Health and Human Services  
FOOD PROTECTION SECTION  
29 Hazen Drive  
Concord, NH 03301-6503  
603-271-4589



# Food Service License

This certificate of license has been issued to

ROOTS CAFE AND CATERING LLC

known as

ROOTS CAFE AND CATERING @ ANGELO'S AMORE

located at

55 MAIN UNIT 111 in NEWMARKET in the state of NH

Under provisions of Chapter 143-A, New Hampshire revised statutes annotated.

This license will be in force to February 28, 2024

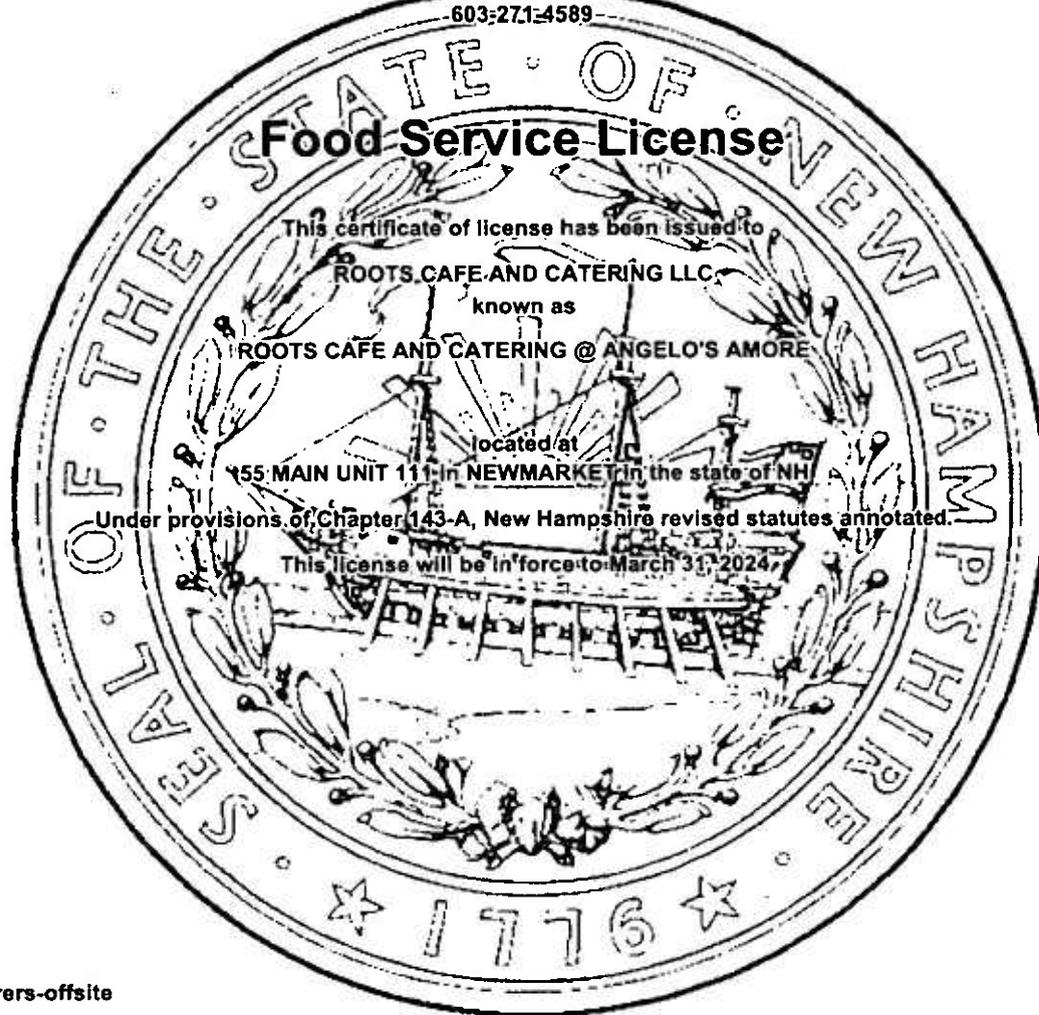
Establishment Type 16D3 Cook Unit  
Seating 0  
Facility ID FA0007873

Colleen Smith, Administrator  
Food Protection Section  
Bureau of Public Health Protection

LICENSE SHALL BE POSTED IN PUBLIC VIEW AT ALL TIMES - THIS LICENSE IS NON-TRANSFERABLE



New Hampshire Department of Health and Human Services  
FOOD PROTECTION SECTION  
29 Hazen Drive  
Concord, NH 03301-6503  
603-271-4589



## Food Service License

This certificate of license has been issued to

ROOTS CAFE AND CATERING LLC

known as

ROOTS CAFE AND CATERING @ ANGELO'S AMORE

located at

155 MAIN UNIT 111 in NEWMARKET in the state of NH

Under provisions of Chapter 143-A, New Hampshire revised statutes annotated.

This license will be in force to March 31, 2024.

Establishment Type 16C2 Caterers-offsite  
Seating 0  
Facility ID FA0007873

Colleen Smith, Administrator  
Food Protection Section  
Bureau of Public Health Protection

LICENSE SHALL BE POSTED IN PUBLIC VIEW AT ALL TIMES - THIS LICENSE IS NON-TRANSFERABLE



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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION of PARKS and RECREATION  
172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3556 Fax: (603) 271-3553  
Web: www.nhstateparks.org

March 25, 2022

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation, to enter into a contract with Roots Café and Catering, LLC, (VC #396264), Newmarket, NH for the operation of food concession services at Odiorne Point State Park for one season of five months with a renewal option for an additional season (five months). The concessionaire agrees to pay \$1,000 per month for space rental at Odiorne State Park as well as 10% of total gross sales also due on the 15th of each month. effective upon Governor and Council approval for the period of May 15, 2022 through October 15, 2022.

Funds are to be deposited in the following account:

03-035-035-351510-37220000-003-402037-26 - Concession Operations.

**EXPLANATION**

On February 7, 2022, an invitation to submit Request for Proposals (RFP) for the operation of food concession services at Odiorne Point State Park was posted on both the Bureau of Purchase and Property's website and the New Hampshire State Parks website as well as social media. Two concessionaires submitted high quality proposals by the closing date of March 7, 2022. A review committee comprised of the Operations Manager and Deputy of the Division of Parks & Recreation, the Retail Supervisor, The Seacoast Regional Manager, and the Odiorne Point scored the two proposals. The selected concessionaire, Roots Café and Catering, offered the best combination of operating plans, financial and related experience and references. The Division of Parks and Recreation is seeking a partnership through this contract to enhance current business volume, increase revenue generation for both parties, enhance visitor experience, and reduce traffic flow in and out of the park. The concessionaire agrees to pay \$1,000 per month for space rental at Odiorne State Park beginning on May 15, 2022 and due the 15th of each consecutive month ending on October 15, 2022, as well as 10% of total gross sales also due on the 15th of each month.

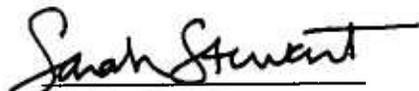
The Attorney General's Office has approved the contract as to form, substance and execution.

Respectfully submitted,

  
Philip A. Bryce  
Director

Concurred,

(15M)

  
Sarah L. Stewart  
Commissioner

**STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
NH Parks & Recreation**

**Scoring Summary**

<b>Name</b>	<b>State</b>	<b>Operating Plan (30%) Ranking 1-5 pts</b>	<b>Financial Commitment (40%) Ranking 1-5 pts</b>	<b>Experience (30%) Ranking 1-5 pts</b>	<b>Total</b>
Roots - Food Shack	NH	21	22	24	67
Up Street - Food Truck	NH	20	19	18	57

<b>Evaluation Committee Members</b>	<b>Title</b>	<b>Relevant Experience</b>
Grant Goulet	Retail Supervisor	Grant oversees the NH State Parks retail program and concessions across the state, to include food concessions at the Tramway, Crawford, and Mt. Washington.
Meredith Collins	Regional Supervisor	Meredith is the Seacoast Regional Supervisor and has extensive experience in parks management and operations.
Michael Housman	Operations Supervisor	Mike is the NH State Parks Operations Supervisor and oversees all park properties and operations across the state.
Shawn Hamilton	Deputy Operations Supervisor	Shawn handles all of the day to day internal systems and operational flow of programs, operational initiatives, and web oversight.
Robert Fuller	Odiome State Park Manager	Robert is the Park Manager at Odiome State Park and has extensive experience managing the proposed location.

FORM NUMBER P-37 (version 12/11/2019)

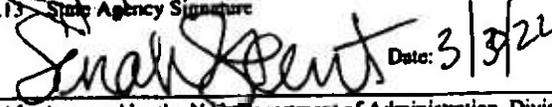
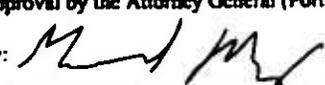
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Natural & Cultural Resources Division of Parks & Recreation		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Roots Café & Catering		1.4 Contractor Address 55 Main Street Unit 111, Newmarket, NH 03857	
1.5 Contractor Phone Number 603-854-1538	1.6 Account Number 37220008-003-402037-26	1.7 Completion Date October 15, 2022	1.8 Price Limitation \$1,000/month and 10% of total gross sales.
1.9 Contracting Officer for State Agency Grant Goulet, Retail Supervisor/ Administrator		1.10 State Agency Telephone Number 603-271-3983	
1.11 Contractor Signature  Date: 3-29-22		1.12 Name and Title of Contractor Signatory Joshua D. Enright, Manager	
1.13 State Agency Signature  Date: 3/3/22		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/1/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 3-29

**2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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.J. 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

  
5/2/99

## 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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, formulas, 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 supercedes all prior agreements and understandings with respect to the subject matter hereof.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF PARKS AND RECREATION**

**Odiorne Point State Park - Food Concessions**

**EXHIBIT A**

The Concessionaire shall keep on file at all times a current State of New Hampshire Food Service License issued by the Department of Health and Human Services.

**EXHIBIT B**

**Scope of Work**

The Concessionaire shall provide the State concession services for Odiorne Point State Park. The selected vendor is expected to enhance the experience of the guests and provide a significant source of revenue to the Division of Parks and Recreation. Additionally, food service would cater to the guests of the Seacoast Science Center.

The task of providing food concessions at the park is defined by the Contract Documents and includes the following.

1. The Concessionaire shall utilize serving supplies produced from recyclable or biodegradable materials. Concessionaire shall work out a mutually agreeable solid waste reduction program for solid waste generated by the Concessionaire's operations.
2. The State shall furnish electricity, within the limits of present facilities served.
3. The State grants to the Concessionaire the exclusive right and privilege to operate all food and beverage services at Odiorne Point State Park. The exclusive right doesn't extend to the Seacoast Science Center. All items sold shall be approved by the State. Food served shall be wholesome, palatable, and of good quality.
4. The Concessionaire shall be responsible for maintaining high standards of sanitation in accordance with the rules and regulations promulgated by this Department and the Department of Health and Human Services.
5. All sales including cash, credit and debit transactions shall be recorded through Point-of-Sale systems or cash registers to be provided by the Concessionaire. A daily sales report (in duplicate) shall be prepared listing the beginning and ending control readings for each register. Any corrections or errors in recording sales during the day shall be clearly explained on the sales report. Concessionaire shall provide the State with a statement of Gross Receipts for each weekly period, ending each Sunday along with payment on the 15<sup>th</sup> of each month.
6. Dates and hours of operation will be a matter of decision between the Concessionaire and the State. Because service to the public is the underlying objective, the decision of the State shall be final.

Contractor Initials

Date

            
3/29

**EXHIBIT C**

**Contract Price/Method of Payment**

The vendor agrees to pay \$1,000 per month plus 10% of daily sales. Due on the 15<sup>th</sup> of every month.

**Term**

The monthly rent will begin on May 15 2022, thru October 15 2022 (5 months). The contract is for one season of five months with option to renew for a second season (5 months).

Contractor Initials                       
Date 5/26/22

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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 ROOTS CAFE AND CATERING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 01, 2016. 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: 738483

Certificate Number: 0005560268



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of January A.D. 2022

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

William M. Gardner  
Secretary of State

**Limited Partnership or LLC Certificate of Authority**  
(Sole partner, member, or manager)

I, Joshua Enright hereby certify that I am the sole Partner, Member or  
(Name)  
manager of Roots Cafe & Grill limited liability partnership under RSA 304-B, a limited  
(Name of Partnership or LLC)  
liability professional partnership under RSA 304-D, or a limited liability company under  
RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that  
it is understood that the State of New Hampshire will rely on this certificate as evidence that  
I currently occupy the position indicated and that I have full authority to bind the partnership  
or LLC and that this authorization shall remain valid for thirty (30) days from the date of  
the signature below.

DATE: 3-25-22.

ATTEST:

  
\_\_\_\_\_  
(Name)  
owner  
\_\_\_\_\_  
(Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2022

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).

<b>PRODUCER</b> Gallant Insurance 1364 Route 3A  Bow NH 03304		<b>CONTACT NAME:</b> Chelsea LeBrun <b>PHONE (A/C, No, Ext):</b> (803) 224-0993 <b>FAX (A/C, No):</b> (803) 224-7710 <b>E-MAIL:</b> chelsea@gallant-insurance.com <b>ADDRESS:</b>	
<b>INSURED</b> ROOTS CATERING LLC 6 Bay Rd Bryant Rock unit 5 Newmarket NH 03857		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Maine Mutual Group Ins. Co. NAIC # 15997 <b>INSURER B:</b> Safety Insurance <b>INSURER C:</b> Sequoia Indemnity Co. 12338 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL224101027                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BP13618996	04/16/2022	04/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 XCMDS \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			6268318	03/15/2022	03/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	QWC1211709	03/31/2022	03/31/2023	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Division of parks and Recreation 172 Pembroke Rd  Concord NH 03301	<b>CANCELLATION</b>  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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New Hampshire Department of Health and Human Services  
FOOD PROTECTION SECTION  
29 Hazen Drive  
Concord, NH 03301-8503  
603-271-4589

## Food Service License

This certificate of license has been issued to

**ROOTS CAFE AND CATERING LLC**  
known as

**ROOTS CAFE AND CATERING @ ANGELO'S AMORE**

located at

**85 MAIN UNIT 111 in NEWMARKET in the state of NH**

Under provisions of Chapter 143-A, New Hampshire revised statutes annotated.

This license will be in force to February 28, 2023

Establishment Type 1603 Cook Unit  
Seating 0  
Facility ID FA0007873

  
Colleen Smith, Administrator  
Food Protection Section  
Bureau of Public Health Protection

**LICENSE SHALL BE POSTED IN PUBLIC VIEW AT ALL TIMES - THIS LICENSE IS NON-TRANSFERABLE**