LRC14-04

Request for Proposal for:
Lakes Region Community College Food Service
August 2, 2013

PURPOSE:
The purpose of this REQUEST FOR PROPOSAL is to establish a contract for Lakes Region Community College (LRCC) for Food Service. LRCC is a non-residential community college located in Laconia, New Hampshire. LRCC’s enrollment has grown to about 1200 students per semester. Dining services consist of a full-service kitchen and service area that can seat approximately 100 people.

VENDOR CERTIFICATIONS
The vendor who is awarded the contract must either be duly registered as a vendor authorized to conduct business in the State of New Hampshire or if not will need to submit a completed Alternate W-9 form (no fee) with the contract and must be willing to comply with all terms and conditions of the State of New Hampshire.

CONTRACT TERM:
The term of any resulting contract shall end on or before June 30, 2016. The contract may be extended thereafter at the discretion of LRCC. LRCC and the Contractor will meet to review performance each year. Criteria that may be used by LRCC in determining the extension of the contract will be based on whether the Contractor continues to meet the needs of the College and on:
- Sound business practices
- College Administration’s consultation with the Contractor
- Willingness to renegotiate the contract
- Contractor’s commitment to the college community

LRCC shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

PAYMENT AND COMPENSATION:
No money will be exchanged between the Contractor and LRCC for this contract. This contract is solely for the purpose of providing food service within the LRCC cafeteria and catering services for campus events. See Exhibit B for details.

SCOPE OF SERVICES:
Work within this request for proposal (RFP) shall include the following:

1. Contractor agrees to supply cafeteria services to LRCC on LRCC’s campus. Specifically those hours of service shall be included in section 3 of this document. The Contractor shall assume full responsibility for the purchase, sanitary preparation, cooking and serving of meals and other food. The Contractor shall hire and be the sole employer of all persons required hereunder except as provided below. The Contractor agrees, when possible, to use LRCC students for part-time work, in the performance of this contract, provided the use of such students does not interfere with the efficient performance of the contractor’s duties hereunder. Students will work under the supervision of, and be paid by, the Contractor.

2. The Contractor shall be responsible for the obtaining of all licenses and permits necessary for the conduct of food operations contemplated hereunder at the College, and shall comply with all applicable statutes, ordinances, rules and regulations in the performance of this Contract. This would include maintaining a score of 90% or above for all Sanitation and Safety field examinations. If the score is lower than 90% corrections must be made and retesting would be necessary.

3. OPERATING TIMES: Full service from Monday through Thursday 7:30AM – 6:00 PM and Fridays 7:30AM – 2:00PM during the Fall and Spring semesters as negotiated between the Contractor and College Administration. When the College is on a limited schedule or not in session hours will be by mutual agreement. If Contractor chooses not to operate during the summer and/or other typical vacation periods, the College reserves the right to engage the services of additional contractors. Any change to operating hours must be approved by the Vice President of Student Services and Enrollment Management (VPSSEM).
4. The menu and cafeteria services will be designed to accommodate the palates, pocketbooks and time constraints of LRCC’s students, faculty and staff. Contractor agrees to provide at least one (1) daily “special” meal. The context of the menu shall include healthy and fresh options such as salads, soups, fresh fruit and vegetarian items. The menu shall also provide grab-and-go items, as well, as dine-in meals. Menu and specials should be reviewed and approved by the VPSSEM. Menu items and pricing will be posted and for the information of faculty, staff and students.

5. The Contractor is to work closely with College VPSSEM and receive College approval in the determination of policies, practices, prices and menus. The College administration will approve any and all sub-contractors.

6. The College will be notified in writing by the Contractor two (2) weeks in advance of the effective date of any price increases. Approval of such price increases will be assumed unless the Contractor is notified otherwise by the College prior to the effective date of the increases. Any disagreements with regard to price increases will be the subject of discussion between LRCC and the Contractor and such discussion will take place within one (1) week after the Contractor has been notified that the proposed price increases have been disapproved.

7. Contractor has exclusive rights to cover events involving food and beverage services except those sponsored and paid for by the Student Senate or an LRCC recognized student club or organization. LRCC reserves the option of allowing the Hospitality Club (or Culinary Arts students) to cater such events. If Contractor is unable to provide catering services for any event, Contractor will advising requesting department of LRCC and LRCC shall be free to choose another provider.

8. The Contractor shall provide LRCC a catering menu and related prices for review and approval each year. Prices will remain in effect for one year (from the time of approval) unless modified by mutual agreement between the Contractor and LRCC. LRCC shall submit a Catering Order Form provided by Contractor to receive a catering quote for each event. Contractor agrees to provide quotes for catering services requested within seven (7) calendar days of receipt of the Catering Order Form. It is understood that catering quotes will be based upon the best information at hand at the time and is subject to change prior to the date of the event. Contractor agrees to submit a final catering invoice to requesting party within seven (7) calendar days following the event.

9. The College shall furnish the Contractor the facilities and current built-in equipment. The College will pay all utilities. The College shall furnish the Contractor all equipment in existence at the time of contract execution for the performance of the Contractor’s services. The College shall provide garbage and rubbish removal from loading area. The Contractor agrees to assume the payments for replacement of china, glass and silverware, and repairs and maintenance of equipment as required to maintain a serviceable operation and to furnish laundry, cleaning and supply requirements applicable to its services. The College reserves the right to use the cafeteria and food preparation kitchen area at any time for both college and non-college groups except when such use interferes with the Contractor’s ability to prepare and dispense food under the provisions of this contract. The College will be responsible for appropriate clean-up whenever the College uses the Contractor’s area.

10. The Contractor agrees to assume the responsibility for the cleanliness of the kitchen and counter area in accordance to City and State regulations applicable to a food service business. The upkeep of the grease-catching and grease-cleantout areas shall be performed by the Contractor on an “as necessary” basis but no less than twice per year. Such cleaning and maintenance will be coordinated by the Contractor with the College Chief of Maintenance in advance. Cleaning of hood fans by a licensed, professional cleaning service will be accomplished annually at Contractor expense. A copy of the cleaning invoice will be provided to the College’s Business Office by the Contractor after the cleaning has taken place. The Contractor is responsible for maintaining an adequate supply of cleaning materials, trash bags and cleaning equipment for use in the kitchen area. In addition, Contractor is responsible for the sanitary wipe-down of all eating tables a minimum of twice per day, paying close attention to periods of high traffic flow i.e., breakfast, lunch and afternoons.

11. All additional equipment deemed necessary by the Contractor shall be provided by the Contractor at his/her own expense. The College shall be responsible for all necessary electrical, plumbing and ventilation installations in accordance with existing state and federal codes, necessitated by the contractor relating to additional equipment needs. It shall be the responsibility of the Contractor, however, to reimburse the college for reasonable costs associated with the installation of additional equipment. Any additional equipment must meet N.H. Health Code Standards. Approval of food services layouts proposed by the Contractor must be obtained from the College. Upon termination of contract, at his/her own expense, the contractor may remove any equipment furnished and installed by him/her.

12. The Contractor assumes responsibility for installation, maintenance, and monthly charges for any telephone service in the food preparation area.
13. The Contractor will assume responsibility for repairs of all equipment owned by the Contractor, resulting from vandalism, malicious mischief or burglary. The Contractor agrees that only College administration and maintenance personnel will have keys to the food preparation area.

14. All Contractor employees will comply with State of New Hampshire and LRCC policies and guidelines. Only Contractor employees will be allowed in the kitchen area. Exceptions: College personnel, vendors and repair technicians. All Contractor employees, including family members, must be at least 16 years of age.

15. The Contractor agrees to work closely with the vending machine contractor throughout the life of this contract. This will include, but is not limited to, establishing a procedure whereby the Contractor provides refunds to vending machine customers using Vending Contractor reimbursement funds. The Contractor will also apprise the Vending Contractor whenever a machine malfunctions or requires service. The Contractor will make every effort to minimize duplication with the Vending Contractor’s products. This does not, however, preclude the Contractor for offering similar or fresh products such as coffee, donuts, muffins, cookies and other pastry items. The College retains the final decision about what constitutes duplication.

There are two more Exhibits to review that outline terms and conditions. They are at the end of this document: Exhibit B: Method of Payment Exhibit C: Special Provisions

**SITE VISITATION:**
A walk through can be scheduled directly by contacting Larissa Baía, Vice President of Student Service and Enrollment Management, at 603-366-5215 or Lbaia@ccsnh.edu prior to submission of bids.

Bidders are responsible for having ascertained pertinent local conditions, such as equipment, conditions, locations, accessibility, and general character of the site, knowledge of conditions affecting the work. The act of submitting a bid is to be considered as full acknowledgment that the bidder inspected the site and is familiar with the conditions and requirements of these specifications.

Any questions regarding the contents of this request will be discussed at the site visit. If there are any questions, please contact Lbaia@ccsnh.edu or 603-366-5215.

**ADDITIONAL INFORMATION:**
LRCC reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.

Required Material Safety Data Sheets (MSDS) for material brought on site by the successful bidder must be available on site at all times, as applicable.

All local, state and federal regulations are to be followed. Any fines assessed to LRCC due to the lack of these regulations being followed will be the responsibility of the successful bidder.

If applicable, vendor is responsible for calling Dig Safe System, Inc., a private locating service. A private locating service is needed as with the exception of natural gas, all utilities on the campus of LRCC are privately owned. Any fines, damages, etc. assessed to LRCC due to failure to obtain a Dig Safe permit and to have utilities located by a private company will be the responsibility of the successful bidder.

Shirts are required to be worn at all times on the work site, smoking is allowed only in designated smoking areas, no radios or headsets are allowed, parking for vehicles and equipment must be cleared through the Maintenance Department. Use of cell phones and radios are prohibited while vehicles are in motion. Posted speed limits are to be obeyed. Infractions of rules can result in the offender being asked to leave the campus.

The Contractor who is awarded the contract will need to complete a P-37 contract (copy attached) and provide the required Corporate Resolution (corporations/LLC) or Partnership Certificate of Authority or Sole Proprietor Certification of Authority, whichever applies, to show the individual signing the contract is authorized to do so. The Contractor will also need to supply a current Certificate of Good Standing from the Secretary of State dated after April 1, 2011.

Workers’ compensation requirements as outlined in the P37 (15) and as required by NH law must be followed, and includes, in part, providing proof by the Contractor of workers’ compensation insurance coverage for all of its employees on this site.
The Contractor awarded the work is also to submit information as required under RSA 21-I:81 B. This law requires, among other things, the Contractor to provide timely information on employee and subcontractor identity, including all CFOs and principals on a log for this purpose, and for the College to potentially post this information on a publicly accessible website. (Note: Any exemptions demonstrated by the Contractor can be noted in the contract at Exhibit C.)

After the Award of Bid, the Contractor shall submit a list of all employees, all subcontractors’ employees, and other related personnel who will be physically required to work at LRCC, providing the following information for each person:

Name
Employer’s Company Name

Lakes Region Community College reserves the right to request a criminal background check on any employee of Contractor. LRCC also in its discretion may decide that anyone with a criminal history, other than traffic violations that have not been annulled, will not be allowed to work at the project site.

COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS - EQUAL EMPLOYMENT OPPORTUNITY.

In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws. During the term of any contract, 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. If the contract 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 (41C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States shall 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 a proposed contract.

INSURANCE:

Insurance will be more fully addressed at the time a P37 is submitted after the bidding process. The Contractor awarded the contract will need to furnish an insurance certificate which includes the following:

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, both for the benefit of the State and LRCC, the following insurance: Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per incident, or the current statutory cap on the State’s liability, and fire and extended coverage insurance covering all property subject to subparagraph 9.2 (P-37) of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

This insurance is in addition to the workers’ compensation insurance requirements outlined above in this document.

The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire.

The certificates shall contain a clause prohibiting cancellations or modifications of the policy earlier than 10 days after written notice thereof has been received by LRCC.

The certificates are required to name LRCC as additional insured.

BOND/SECURITY AND POWER OF ATTORNEY:

NH RSA 447:16 requires contracts for construction, repair or rebuilding of public buildings or other public works (not including design work) over $35,000 to include a payment bond or other security in an amount equal to 100% of the contract price. Other types of contracts may also have bond/security requirements for payment and/or performance. In such contracts, the bond and power of attorney of the person executing the bond must be included in the contract.
ADDENDUM:
In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, LRCC will fax addenda to all who have already submitted bids and post any changes to its website www.ccsnh.edu/open-bids. Before your submission, always check for any addenda or other materials that may have been issued which would affect the RFP by checking this website.

Any change, correction or deviation to this RFP must be addressed in a written addendum. Verbal changes will not be allowed.

SUBMISSION OF RFP RESPONSE:
Bids are due on August 23, 2013 by 3pm. Five (5) copies of the proposal, under seal, are required. Each copy of the proposal should be bound in a single volume. LRCC will only review one volume; all material must be contained within. The Contractor is required to have typed on the envelope or wrapping containing the proposal referencing bid #LRC14-04.

If any Addenda to the RFP are issued, please acknowledge in your bid. Bids and other documentation should be mailed to Lakes Region Community College, Attention Larissa R. Baía, Vice President of Student Services and Enrollment Management, 379 Belmont Road, Laconia, NH 03246, faxed to 603-527-2042, Att: Larissa R. Baía, or hand carried to 379 Belmont Road, Laconia, NH. Lakes Region Community College is not responsible for proposals not received due to equipment failure, mail delays, etc. If you want to ensure your proposal was received please verify by calling Randi Provencal at 603-366-5299.

BID REQUIREMENTS:
Bids will include, as a minimum, the following:

1. Statement of Intent, signed by the bidder, to provide service as outlined in Scope of Services. Bidder’s comments, with specifics, as to required paperwork already in force for bidder (E.G., liability insurance).
2. A sample menu with suggested pricing detailing “regular” meal items served daily and “special” meal items served on a recurring schedule. For example, “regular” items could be sandwiches, soups, salads which would be served daily. A wide variety of dietary needs should be assumed and presented in sample menu.
3. A sample catering menu with suggested pricing
4. Bidder’s food service industry prior experience with names and dates of employment with references included.
5. Bidder’s full name, address, email, and phone number along with any Registered Trade Name.

The College reserves the right to select a Food Service Vendor on the basis of promised service, pricing, and prior food service experience. The College also reserves the right to decline all bids in the best interest of the College and its students or if submitted bids are incomplete.

AWARD:
This contract will be awarded solely for Food Service for Lakes Region Community College.

The contract will be awarded to the lowest bidder who meets the criteria listed in the specifications.

LRCC reserves the right to accept or reject any or all of the proposals.

LRCC reserves the right to waive any and all informalities in its best interest.

DEFINITION OF TERMS

1. The term “LRCC” shall be defined as Lakes Region Community College.
2. The term “Contractor” shall be defined as the company that is in the bid process or has been awarded the contract.
3. The term “RFP” shall be defined as Request for Proposal.
4. The term “CFO” shall be defined as Chief Financial Officer.
5. The term “net receipts” shall be defined as total gross receipts less applicable state and local sales taxes.
6. The term “academic year” when used herein shall mean the fall and spring semesters and does not include the summer sessions, holidays or recess periods. The academic year will be approximately thirty-four (34) weeks as per the LRCC calendar.
7. The term “fiscal year” when used herein shall mean the twelve (12) calendar months, beginning July 1st of each year and ending with June 30th of the succeeding year. The Contractor’s year-to-date reports will coincide with the fiscal year or may utilize another fiscal year with permission of LRCC.

8. Special functions: The Contractor may be invited to provide food service to special parties, conferences, functions, camps and summer students authorized by LRCC at prices to be mutually agreed upon. The functions will be treated on an individual basis, except where a special function takes the place of a regular meal. In the case of the latter, the Contractor will only charge for food and labor in excess of that which would ordinarily be supplied.

PROPOSAL GUIDELINES:

1. Proposals will be received for items specified herein or attached hereto under the terms and conditions of this proposal and general specifications attached.

2. By submitting a proposal, the Contractor agrees to be governed by the terms and conditions set forth in this document. No change or deviation from the terms set forth in this document is permitted without the prior approval of LRCC. If significant errors or omissions are found in the requirements of the RFP, the proposal will be rejected.

3. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective quotation are not desired. Elaborate art work, expensive paper and bindings and expensive visual or other presentation aids are neither necessary nor desired.

4. Proposals must include all information and meet all specifications and requirements as requested. All proposals must be submitted in conformance with this RFP. Alternate proposals are unacceptable and, if submitted, may disqualify the Contractor at LRCC’s sole discretion. Proposals will be evaluated based upon the information submitted and the quality of the service proposed.

5. Should any ambiguity or conflict in the RFP become apparent to any Contractor prior to the submission date, the Contractor shall promptly apply to the Vice President of Student Services and Enrollment Management or his designee for a written interpretation. The information given in response will be sent to all Contractors in attendance at the meeting by a RFP addendum. Any addendum to the RFP will be issued in writing and must be acknowledged by the Contractor in their proposal. No oral statement, explanations or commitments made by anyone shall affect the RFP except when confirmed in writing by the Vice President of Student Services and Enrollment Management or his designee.

6. After award of the contract, all proposals will be opened to public inspection. Trade secrets, test data and similar proprietary information will remain confidential, provided material is so marked.

7. The Contractor must bear all costs associated with the preparation of the proposal and of any oral presentation requested by LRCC.

8. No Contractor gratuities or potential for LRCC officials to benefit shall be offered or attempted to be applied in an effort to affect the evaluation process.

9. An oral presentation by one or more Contractors may be required after written proposals are received by LRCC. If LRCC requires such a presentation, the Vice President of Student Affairs or his designee will schedule a time and place. Each Contractor should be prepared to discuss and substantiate any of the areas of the proposal submitted, its own qualifications for providing the services required and any other area of interest relative to its proposal.

10. The Contractor must, upon request of LRCC, furnish satisfactory evidence of its ability to provide products or services in accordance with the terms and conditions of the RFP. The Contractor must satisfy LRCC that the Contractor is able to meet the conditions of the agreement without subcontracting.

11. Each Contractor shall be fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under the existing RFP. The failure or omission of a Contractor to be acquainted with existing conditions shall, in no way, relieve the Contractor of any obligation with respect to this RFP or to the contract.

12. State law requires that the proposal be submitted no later than the date and time specified in this RFP. Contractors mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals by the issuing office. Any proposal received after the scheduled date and time will be governed by the rules and regulations of LRCC.

13. Proposals submitted prior to the scheduled date will be held in the President’s Office. No proposals will be opened prior to the opening date.
14. Five (5) copies of the proposal, under seal, are required. Each copy of the proposal should be bound in a single volume. LRCC will only review one volume; all material must be contained within. The Contractor is required to have typed on the envelope or wrapping containing the proposal, the following language:

15. A contract shall be awarded to the Contractor whose proposal is determined to be most advantageous to LRCC. LRCC will not accept any proposal based on price alone, but will make an award based on the evaluation of factors set forth herein. LRCC further reserves the right to reject any and all proposals, and LRCC will be the sole judge as to whether the Contractor’s proposal has or has not satisfactorily met the requirements of this RFP.

16. Contractors are cautioned that LRCC is not obligated to ask for, nor accept, after the closing date for receipt of proposals, data which is essential for a complete and thorough evaluation of the proposal. LRCC may award a contract based on initial offers received without the discussion of such offers. Accordingly, each initial proposal should be submitted in the most favorable and complete operating and technical terms possible.

17. Evaluation Process. LRCC will evaluate each proposal based on the following:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Proposal</td>
<td>10%</td>
</tr>
<tr>
<td>Variety of Offerings</td>
<td>30%</td>
</tr>
<tr>
<td>Pricing</td>
<td>50%</td>
</tr>
<tr>
<td>Prior Food Service Experience</td>
<td>10%</td>
</tr>
</tbody>
</table>

18. The Contractor will provide a minimum of 2 references preferably from New England based colleges, schools, or businesses when submitting the proposal. Provide the name, address, telephone number(s) and e-mail addresses of the campus/business administrator responsible for the food service operation.
EXHIBIT B

METHOD OF PAYMENT

1. Accounting Methods and Payments: All gross income received by the Contractor for meals shall be recorded by a cash register to be provided by the Contractor at his/her own expense. Said cash register shall be equipped with continuous recording tape and/or locked in readings on which there shall be recorded all gross income received. Said cash register shall also include a tax key for recording and control of sales subject to the New Hampshire Rooms and Meals Tax. It is noted that the College’s food service, as currently operating, is exempt from said tax.

2. The Contractor shall maintain such permanent books of account and records including inventories, as may be sufficient to show specifically, the items of total dollar receipts and expenses, receipts and disbursements, and such other information as will correctly reflect the financial condition and results of operations. Quarterly profit and loss statements will be issued to the CFP on October 15, January 15, April 15 and July 15 of each contract year. The books and records required shall be available at all times for inspection by the President or designee.

3. The Community College System of New Hampshire (CCSNH) shall have authority to audit the Contractor’s books and records as they pertain to food service in order to protect the public interest. Such audits shall be supervised by the CCSNH and shall be made as it deems necessary to protect the LRCC.

4. Unless terminated in accordance with other provisions of this agreement, the services herein described shall be performed during a term commencing upon approval of contract and terminating June 30, 2016. The effectiveness of the agreement and any subsequent modifications and amendments is subject to the approval of the Board of Trustees for the CCSNH and the appropriate State approval.

5. In the unforeseen event services provided by the Contractor are not required due to circumstances beyond the control of the LRCC, such as a reduction or termination of funding, LRCC shall give prompt notice to the Contractor of such reduction or termination.
EXHIBIT C

SPECIAL PROVISIONS

1. In the event that the Contractor shall default in the satisfactory performance of services to be performed or of any of its obligations hereunder, and such default shall not be corrected within thirty (30) days of written notice by the LRCC specifying the default, then and in such event LRCC may serve an immediate notice of termination upon Contractor and this agreement shall terminate upon the date such notice is mailed in accordance with the paragraph below. In the event of such termination, LRCC shall have all rights and remedies granted either in law or in equity.

2. Any notice by a party hereto to the other party shall be deemed to have duly delivered or given at the time of mailing postage prepaid, addressed to the parties at the addresses set forth above.

3. This agreement may be canceled by either party upon written notice of ninety (90) days prior to the desired termination date.

4. The Contractor covenants to 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 on, 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. The covenant shall survive the termination of this agreement.

5. The Contractor agrees to abide by all applicable federal and New Hampshire state laws, rules and regulations relating to this program.

6. This agreement, executed in a number of counterparts each of which shall be deemed an original but which constitute one and the same instrument, is to be construed in accordance with the laws of the State of New Hampshire, sets forth the entire agreement between the parties, and may be canceled, modified or amended only by a written instrument executed by LRCC and the Contractor.

7. It is understood and agreed by the parties hereto that in the performance of this agreement, the Contractor, is in all respects an independent contractor and is neither an agent not an employee of LRCC. The Contractor is not entitled to workers’ compensation or any other benefits or emoluments of employment which LRCC provides its regular employees.