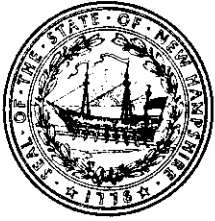


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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
WEB: www.nhstateparks.org

May 20, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Sole SOURCE

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, to exercise a contract renewal option with The Allen Daniel Associates, Inc (VC #133745), Waltham, MA, for debt collection services for the New Hampshire Department of Resources and Economic Development, Division of Parks and Recreation for unpaid parking citations upon Governor and Executive Council approval through June 30, 2017. The original contract was approved by Governor and Council on June 19, 2013, Item #148. Fees for services will be based on the revenue collected, and deducted directly from funds prior to electronic transfer to state account.

EXPLANATION

The Division of Parks and Recreation (Division) manages the parking meters located along Route 1A from Hampton Beach in Hampton, NH to Jenness Beach in Rye, NH. The meters are operational from April 1 through October 31 from 8 am to midnight and enforcement is conducted by the Hampton Meter Patrol. The Hampton Meter Patrol follows standard enforcement practices including collection of registration information and notification via a printed ticket left on the vehicle.

Tickets are issued for parking violations, with a minimum charge of \$25 if the ticket is paid within 15 days. If payment is not received within 15 days, the fine is increased to \$50. If payment is not received within 45 days, the fine is increased to \$75. If payment is not received within 60 days, the fine is increased to \$100. If payment is not received within 75 days, the citation and outstanding fees are referred to the collection agency for further collection action.

The Allen Daniel Associates, Inc. is an accredited member of ACA International and they maintain an A+ rating with the Better Business Bureau. They have provided collection services for the Division since 2008 and have been successful in recovering \$282,355 in outstanding parking citations for which the Division was unsuccessful in collecting.

Utilizing a third party collection service allows the State to use another tool for the purpose of maintaining a fair and effective parking meter service. Through negotiations, we have reduced the collection service contractual fee from 40% to 30% of total collections. Further the Allen Daniel Associates, Inc. will provide ongoing collection service consultation to improve the overall program. The Division continues to pursue other collection enforcement opportunities as this revenue stream is vital to the operation of the entire park system.

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

Respectfully submitted,

Concurred,

Philip A. Bryce
Director

Jeffrey J. Rose
Commissioner

PAB/dh



Subject: The Allen Daniel Associates, Inc - Debt Collection Services FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DRED - Division of Parks and Recreation		1.2 State Agency Address 172 Pembroke Road, Concord NH 03301	
1.3 Contractor Name The Allen Daniel Associates, Inc.		1.4 Contractor Address 159 Overland Road - Suite 406, Waltham MA 02451-1703	
1.5 Contractor Phone Number 781-647-7722	1.6 Account Number 7300-502664	1.7 Completion Date 06/30/2017	1.8 Price Limitation Per collections
1.9 Contracting Officer for State Agency Dee Dee Hanson, Program Specialist		1.10 State Agency Telephone Number 603-271-3556	
1.11 Contractor Signature <i>Daniel B. Desatnick</i>		1.12 Name and Title of Contractor Signatory DANIEL B. DESATNICK, President	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>4/27/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Victoria L. Desatnick</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Victoria L. Desatnick, Notary Public			
1.14 State Agency Signature <i>John J. Rose</i>		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>6/11/15</u>			
1.18 Approval by the Governor and Executive Council By: On:			

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

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

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

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

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

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

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

7. PERSONNEL.

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

Contractor Initials DBD
Date 4/27/15

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials DBD
Date 4/27/15

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

**State of New Hampshire
Department of Resources & Economic Development
Division of Parks & Recreation**

DEBT COLLECTION SERVICES

Exhibit A: Scope of Agreement

- 1) Allen Daniel Associates, Inc., (Vendor) to provide debt collection services in connection with delinquent accounts for the Seacoast parking meters citations issued by the State of New Hampshire – Division of Parks and Recreation (Agency). The Vendor agrees to collect outstanding balances on unpaid parking citations, administrative fees, dishonored checks, subsequent fees, and other miscellaneous claims. Services include:
- Vendor agrees to provide collection plan and timetable for steps taken in pursuit of collection including phone calls and mailing services.
 - Promptly undertake, through proper and lawful means, the collection of all accounts referred by the Agency without regard to the amount.
 - Verify addresses provided by the Agency. If there is a change in address, Vendor agrees to provide all updated address to the Agency on a weekly basis.
 - The Vendor shall remit to the Agency each week that portion of each collection due the Agency on those amounts collected the previous week. The Vendor shall retain that portion of each collection (30%), as set forth herein as its payment and the Vendor shall simultaneously submit a receipted bill to the Agency for the Vendor's proportionate share of the total amounts collected. Fees earned on direct payments to the Agency and reported to the Vendor shall be offset against any funds paid to the Vendor.
 - Provide the following weekly reports:
 - a. Electronic file of payments received with all required data fields for uploading purposes to the Agency's citation control management system.
 - b. Electronic report detailing customer payment information.
 - Vendor shall furnish the Agency with accurate, detailed and complete statements of collection status on a monthly basis.
 - Vendor shall have no authority to file suit on any accounts referred by the Agency without prior written authorization from the Agency's representative. The Vendor shall make every effort and use due diligence to collect accounts prior to making suit recommendations.
 - Vendor agrees to suspend action either temporarily or permanently on any account referred to it for collection upon written or oral communication by the State.
 - Vendor agrees to comply with all applicable federal, state and local laws governing the terms and conditions of the Agreement and the performance of the obligations hereunder. This shall include the standard practices as outlined in the Federal Debt Collection Act.
 - Vendor shall remain in good standing and follow the code of ethics of the ACA International.
 - Vendor shall perform ongoing technical and consulting services as may be requested by the Agency from time to time.
 - Accounts with no activity within one year of placement will be automatically closed and returned to the Agency; however, the Vendor may return accounts sooner if all efforts to collect have been exhausted.
 - Annually provide State with SOC-1 reporting.

**State of New Hampshire
Department of Resources & Economic Development
Division of Parks & Recreation**

DEBT COLLECTION SERVICES

2) Additionally, PCI DSS compliance certification responsibilities include the following:

Whereas Department of Resources and Economic Development, Division of Parks and Recreation (“Agency”) secures services from Century Bank (“Vendor”) under a Contract dated _____ (date), which services involve the processing of merchant card transactions, specifically Seacoast Parking Citation payments; and

Whereas Agency is required to adhere to the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council; and

Whereas Vendor processes, transmits, and/or stores cardholder data in the performance of services provided to Agency, and is therefore considered a “service provider” under Requirement 12.8 of the PCI DSS; and

Whereas Requirement 12.8.2 of the PCI DSS requires the Agency to maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that the service provider possesses; and

Whereas Requirement 12.8.4 of the PCI DSS requires the Agency to maintain a program to monitor the service provider’s PCI DSS compliance status at least annually;
It is hereby agreed that:

- 1) Vendor agrees that it is responsible for the security of all cardholder data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the cardholder data.
- 2) Vendor attests that, as of the effective date of this Amendment, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
- 3) Vendor agrees to supply the current status of Vendor’s PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to Agency. Vendor must supply to Agency an attestation of compliance at least annually.
- 4) Vendor will immediately notify Agency if it learns that it is no longer PCI DSS compliant and will immediately provide Agency the steps being taken to remediate the non-compliance status. In no event shall Vendor’s notification to Agency be later than seven (7) calendar days after Vendor learns it is no longer PCI DSS compliant.
- 5) Vendor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Vendor to be and to remain PCI DSS compliant.

**State of New Hampshire
Department of Resources & Economic Development
Division of Parks & Recreation**

DEBT COLLECTION SERVICES

Exhibit B: Payment Schedule

The Vendor shall retain 30% of all collections on a weekly basis, as payment in full. The Vendor shall provide a detailed electronic report on a weekly basis that includes information on all collections including but not limited to customer name, payment date, payment amount, citation number, and amount retained by vendor as payment.

Exhibit C: Additional Provisions

The following Additional Provisions shall apply to this contract. In the event that any of these provisions conflict with the General Provisions, the Additional Provisions shall prevail.

- 1) Confidential Information – Confidential Information can only be used for the purpose of evaluating each party and for the purposes of providing the ongoing Services, and each party shall protect such Confidential Information from disclosure to third parties, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Each party may disclose Confidential Information to its Affiliates, employees and consultants (“Representatives”), in each case if such Representatives have a need to know, and providing such Representatives: (i) use the Confidential Information for the purposes of the provision of the Services only, and (ii) are bound to protect the Confidential Information as required hereunder. The parties shall each be responsible for any breach of the terms of this Agreement by them or their Representatives and agree, at their sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain their respective Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. Each party shall establish and maintain appropriate controls and measures designed to ensure the security and confidentiality of Confidential Information, to protect against any anticipated threats or hazards to the security and integrity of such information, and to protect against unauthorized access to or use of such information. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:
- a. the receiving party can demonstrate is in its possession or control at the time of its disclosure hereunder;
 - b. is or becomes publicly known, through no wrongful act of the receiving party;
 - c. the receiving party can demonstrate was received by such party from a third party free to disclose it without obligation (whether contractual, legal, fiduciary or otherwise) to the disclosing party;
 - d. the receiving party can demonstrate was developed independently by such party without reference to the Confidential Information; or
 - e. is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law; provided, however that before making such disclosure, the receiving party shall give the disclosing party an adequate opportunity to interpose an objection and/or take action to assure confidential handling of such information.

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 THE ALLEN DANIEL ASSOCIATES, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on November 17, 1982. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of May, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

I, Daniel B. Desatnick, hereby certify that:

- 1. I am the President of The Allen Daniel Associates, Inc., a Massachusetts corporation.
- 2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this as evidence that I have full authority to bind The Allen Daniel Associates, Inc., and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Daniel B. Desatnick, President
 Contract Signatory –Signature

4/27/2015
 Date

STATE OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this the 27th day of April, 2015, before me, Victoria Desatnick, Notary Public, the undersigned officer, personally appeared Daniel B. Desatnick, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Victoria L Desatnick
 Notary Public



My Commission Expires: 9/19/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2015

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

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

PRODUCER T. Edmund Garrity & Co., Inc. 545 Concord Ave. Cambridge MA 02138		CONTACT NAME: Cristina Medeiros PHONE (A/C No. Ext): (617) 354-4640 FAX (A/C No.): (617) 354-5828 E-MAIL ADDRESS: cristina@garrity-insurance.com	
INSURED The Allen Daniel Associates Inc 159 Overland Rd Ste 406 Waltham MA 02451		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ohio Casualty Ins Co	NAIC # 24082
		INSURER B: Ohio Casualty Group	24074
		INSURER C: Amtrust North America, Inc	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: MASTER COI 2015** **REVISION NUMBER:**

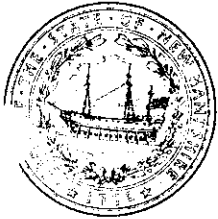
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BLS56581707	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ excluded
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						Employee Benefits \$
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			USO56581707	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3464030	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property, Special Form Replacement Cost			BFS56581707	4/1/2015	4/1/2016	Business Personal Property 230,000 Deductible 2500

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

CERTIFICATE HOLDER DRED-NH Division of Parks and Recreation Dee Dee Hanson, Program Specialist 172 Pembroke Road 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 C Medeiros/CRISTI <i>Cristina Medeiros</i>

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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
WEB: www.nhstateparks.org

June 6, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, to enter into a **SOLE SOURCE** contract with The Allen Daniel Associates, Inc., (VC #133745), Waltham, MA, for debt collection services for the New Hampshire Department of Resources and Economic Development, Division of Parks and Recreation for unpaid parking citations upon Governor and Executive Council approval through June 30, 2015, with an option to renew for an additional two-year period subject to Governor and Executive Council approval. Fees for services will be based on the revenue collected, and deducted directly from funds prior to electronic transfer to state account.

EXPLANATION

The Division of Parks and Recreation (Division) manages the parking meters located along Route 1A from Hampton Beach in Hampton, NH to Jenness Beach in Rye, NH. The meters are operational from April 1 through November 1 from 8 am to midnight and enforcement is conducted by the Hampton Meter Patrol. The Hampton Meter Patrol follows standard enforcement practices including collection of registration information and notification via a printed ticket left on the vehicle.

Tickets are issued for parking violations, with a minimum charge of \$25 if the ticket is paid within 15 days. If payment is not received within 15 days, the fine is increased to \$50. If payment is not received within 30 days, the fine is increased to \$75. If payment is not received within 45 days, the fine is increased to \$100. If payment is not received within 60 days, the citation and outstanding fees are referred to the collection agency for further collection action.

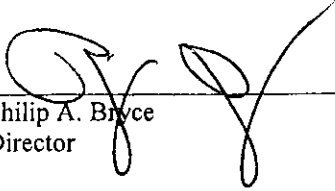
The Allen Daniel Associates, Inc. is an accredited member of ACA International and they maintain an A+ rating with the Better Business Bureau. They have provided collection services for the Division since 2008 and have been successful in recovering \$226,573 in outstanding parking citations for which the Division was unsuccessful in collecting.

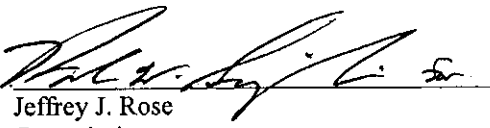
Utilizing a third party collection service allows the State to use another tool for the purpose of maintaining a fair and effective parking meter service. Through negotiations, we have reduced the collection service contractual fee from 40% to 30% of total collections. Further the Allen Daniel Associates, Inc. will provide ongoing collection service consultation to improve the overall program. The Division continues to pursue other collection enforcement opportunities as this revenue stream is vital to the operation of the entire park system.

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

Respectfully submitted,

Concurred,


Philip A. Bryce
Director


Jeffrey J. Rose
Commissioner

:AB/dh

Subject: The Allen Daniel Associates, Inc - Debt Collection Services FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DRED - Division of Parks and Recreation		1.2 State Agency Address 172 Pembroke Road, Concord NH 03301	
1.3 Contractor Name The Allen Daniel Associates, Inc		1.4 Contractor Address 880 Main Street-4th Floor	
1.5 Contractor Phone Number (781) 647-7722	1.6 Account Number 7300-500249 + 7300-502664	1.7 Completion Date 06/30/2015	1.8 Price Limitation Per collections
1.9 Contracting Officer for State Agency Dee Dee Hanson, Program Specialist		1.10 State Agency Telephone Number 603-271-3556	
1.11 Contractor Signature <i>Dan B. Desatnick, President</i>		1.12 Name and Title of Contractor Signatory DANIEL B DESATNICK, Pres	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>5/31/13</u> , before the undersigned officer, personally appeared the person identified in block 1.11, 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 <i>Victoria L. Desatnick</i> [Seal]			
1.13.2 Name and Title of Notary Public or Justice of the Peace Victoria L. Desatnick			
1.14 State Agency Signature <i>Jeffrey J. Rose</i>		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>n/a</i> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i>		On: <u>6/6/13</u>	
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

State of New Hampshire
Department of Resources & Economic Development
Division of Parks & Recreation
DEBT COLLECTION SERVICES

Exhibit A: Scope of Agreement

- 1) Allen Daniel Associates, Inc., (Vendor) to provide debt collection services in connection with delinquent accounts for the Seacoast parking meters citations issued by the State of New Hampshire – Division of Parks and Recreation (Agency). The Vendor agrees to collect outstanding balances on unpaid parking citations, administrative fees, dishonored checks, subsequent fees, and other miscellaneous claims. Services include:
- Vendor agrees to provide collection plan and timetable for steps taken in pursuit of collection including phone calls and mailing services.
 - Promptly undertake, through proper and lawful means, the collection of all accounts referred by the Agency without regard to the amount.
 - Verify addresses provided by the Agency. If there is a change in address, Vendor agrees to provide all updated address to the Agency on a weekly basis.
 - The Vendor shall remit to the Agency each week that portion of each collection due the Agency on those amounts collected the previous week. The Vendor shall retain that portion of each collection (30%), as set forth herein as its payment and the Vendor shall simultaneously submit a receipted bill to the Agency for the Vendor's proportionate share of the total amounts collected. Fees earned on direct payments to the Agency and reported to the Vendor shall be offset against any funds paid to the Vendor.
 - Provide the following weekly reports:
 - a. Electronic file of payments received with all required data fields for uploading purposes to the Agency's citation control management system.
 - b. Electronic report detailing customer payment information.
 - Vendor shall furnish the Agency with accurate, detailed and complete statements of collection status on a monthly basis.
 - Vendor shall have no authority to file suit on any accounts referred by the Agency without prior written authorization from the Agency's representative. The Vendor shall make every effort and use due diligence to collect accounts prior to making suit recommendations.
 - Vendor agrees to suspend action either temporarily or permanently on any account referred to it for collection upon written or oral communication by the State.
 - Vendor agrees to comply with all applicable federal, state and local laws governing the terms and conditions of the Agreement and the performance of the obligations hereunder. This shall include the standard practices as outlined in the Federal Debt Collection Act.
 - Vendor shall remain in good standing and follow the code of ethics of the ACA International.
 - Vendor shall perform ongoing technical and consulting services as may be requested by the Agency from time to time.
 - Accounts with no activity within one year of placement will be automatically closed and returned to the Agency; however, the Vendor may return accounts sooner if all efforts to collect have been exhausted.
 - Annually provide State with SOC-1 reporting.

**State of New Hampshire
Department of Resources & Economic Development
Division of Parks & Recreation**

DEBT COLLECTION SERVICES

- 2) Additionally, PCI DSS compliance certification responsibilities include the following:

Whereas Department of Resources and Economic Development, Division of Parks and Recreation (“Agency”) secures services from Century Bank (“Vendor”) under a Contract dated _____ (date), which services involve the processing of merchant card transactions, specifically Seacoast Parking Citation payments; and

Whereas Agency is required to adhere to the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council; and

Whereas Vendor processes, transmits, and/or stores cardholder data in the performance of services provided to Agency, and is therefore considered a “service provider” under Requirement 12.8 of the PCI DSS; and

Whereas Requirement 12.8.2 of the PCI DSS requires the Agency to maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that the service provider possesses; and

Whereas Requirement 12.8.4 of the PCI DSS requires the Agency to maintain a program to monitor the service provider’s PCI DSS compliance status at least annually;
It is hereby agreed that:

- 1) Vendor agrees that it is responsible for the security of all cardholder data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the cardholder data.
- 2) Vendor attests that, as of the effective date of this Amendment, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
- 3) Vendor agrees to supply the current status of Vendor’s PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to Agency. Vendor must supply to Agency an attestation of compliance at least annually.
- 4) Vendor will immediately notify Agency if it learns that it is no longer PCI DSS compliant and will immediately provide Agency the steps being taken to remediate the non-compliance status. In no event shall Vendor’s notification to Agency be later than seven (7) calendar days after Vendor learns it is no longer PCI DSS compliant.
- 5) Vendor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Vendor to be and to remain PCI DSS compliant.

**State of New Hampshire
Department of Resources & Economic Development
Division of Parks & Recreation**

DEBT COLLECTION SERVICES

Exhibit B: Payment Schedule

The Vendor shall retain 30% of all collections on a weekly basis, as payment in full. The Vendor shall provide a detailed electronic report on a weekly basis that includes information on all collections including but not limited to customer name, payment date, payment amount, citation number, and amount retained by vendor as payment.

Exhibit C: Additional Provisions

The following Additional Provisions shall apply to this contract. In the event that any of these provisions conflict with the General Provisions, the Additional Provisions shall prevail.

- 1) **Confidential Information** – Confidential Information can only be used for the purpose of evaluating each party and for the purposes of providing the ongoing Services, and each party shall protect such Confidential Information from disclosure to third parties, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Each party may disclose Confidential Information to its Affiliates, employees and consultants (“Representatives”), in each case if such Representatives have a need to know, and providing such Representatives: (i) use the Confidential Information for the purposes of the provision of the Services only, and (ii) are bound to protect the Confidential Information as required hereunder. The parties shall each be responsible for any breach of the terms of this Agreement by them or their Representatives and agree, at their sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain their respective Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. Each party shall establish and maintain appropriate controls and measures designed to ensure the security and confidentiality of Confidential Information, to protect against any anticipated threats or hazards to the security and integrity of such information, and to protect against unauthorized access to or use of such information. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:
- a. the receiving party can demonstrate is in its possession or control at the time of its disclosure hereunder;
 - b. is or becomes publicly known, through no wrongful act of the receiving party;
 - c. the receiving party can demonstrate was received by such party from a third party free to disclose it without obligation (whether contractual, legal, fiduciary or otherwise) to the disclosing party;
 - d. the receiving party can demonstrate was developed independently by such party without reference to the Confidential Information; or
 - e. is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law; provided, however that before making such disclosure, the receiving party shall give the disclosing party an adequate opportunity to interpose an objection and/or take action to assure confidential handling of such information.

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 THE ALLEN DANIEL ASSOCIATES, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on November 17, 1982. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of June, A.D. 2013

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

William M. Gardner
Secretary of State

Certificate of Vote

At a meeting of the Board of Directors duly held on May 31, 2013, the following resolution was unanimously approved:

That Daniel B. Desatnick, President of The Allen Daniel Associates, Inc. be authorized to enter into contracts with the State of New Hampshire.

Signed under seal, May 31, 2013

By:

Victoria L. Desatnick

Victoria L. Desatnick
Clerk
The Allen Daniel Associates, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/6/2013

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

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

PRODUCER T. Edmund Garrity & Co., Inc. 545 Concord Ave. Cambridge MA 02138		CONTACT NAME: Cristina PHONE (A/C No, Ext): (617) 354-4640 FAX (A/C, No): (617) 354-5828 E-MAIL: cristina@garrity-insurance.com ADDRESS:															
INSURED The Allen Daniel Associates Inc 880 Main St 4th Fl Waltham MA 02451		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Tower Ins Co of NY</td> <td></td> </tr> <tr> <td>INSURER B: Tower Nat'l Ins Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Tower Ins Co of NY		INSURER B: Tower Nat'l Ins Co		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES **CERTIFICATE NUMBER** MASTER COI 2013 **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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CPC002928800	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000
	<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					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 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		CUC000130300	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
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 <input checked="" type="checkbox"/> N	N/A	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-FR E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property, Special Form Replacement Cost		CPC002928800	4/1/2013	4/1/2014	Business Personal Property 230,000 Deductible 2,500

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

CERTIFICATE HOLDER daniel@adacollect.com New Hampshire Division of Parks and Recreation Attn: Deedee Hanson 172 Pembroke Road 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 W Garrity/CRISTI
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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

6/6/2013

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Aon Risk Services Central, Inc. 5600 W 83rd St. 8200 Tower Ste 1100 Minneapolis MN 55437-3844	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): (952) 926-6547	FAX (A/C, No): (952) 926-3837
E-MAIL ADDRESS: collectorsinsurance@acainternational.org		
PRODUCER CUSTOMER ID: 00001190		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Casualty and Surety		31194
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

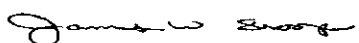
COVERAGES **CERTIFICATE NUMBER:** 0079494 **REVISION NUMBER:** _____

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY CAUSES OF LOSS DEDUCTIBLES BASIC BUILDING BROAD CONTENTS SPECIAL EARTHQUAKE WIND FLOOD				BUILDING \$ PERSONAL PROPERTY \$ BUSINESS INCOME \$ EXTRA EXPENSE \$ RENTAL VALUE \$ BLANKET BUILDING \$ BLANKET PERS PROP \$ BLANKET BLDG & PP \$ \$ \$	
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				\$ \$ \$ \$
A	<input checked="" type="checkbox"/> CRIME TYPE OF POLICY	105526737	11/1/2012	11/1/2013	<input checked="" type="checkbox"/> Employee Dishonesty	\$ 150,000 \$ \$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$ \$ \$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER 	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 James Shoop/KRIS 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2013

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

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

PRODUCER Aon Risk Services Central, Inc. 5600 W 83rd St. 8200 Tower Ste 1100 Minneapolis MN 55437-3844	CONTACT NAME: PHONE (A/C No. Ext): (952) 926-6547 FAX (A/C No.): (952) 928-3837 E-MAIL ADDRESS: collectorsinsurance@acainternational.org	
	INSURER(S) AFFORDING COVERAGE	
INSURED THE ALLEN DANIEL ASSOCIATES, INC. 880 MAIN STREET - FLOOR 4 WALTHAM MA 02451	INSURER A: Travelers Casualty and Surety NAIC # 31194	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

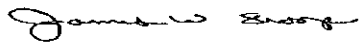
COVERAGES **CERTIFICATE NUMBER: 79494** **REVISION NUMBER:**

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ERRORS & OMISSIONS		105526737	11/1/2012	11/1/2013	PER CLAIM AGGREGATE \$3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

NH DIVISION OF PARKS AND RECREATION ATTN: DEE DEE HANSON 172 PEMBROKE ROAD CONCORD, NH 03301	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 James Shoop/DENISE 



STATE OF NEW HAMPSHIRE
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
 DIVISION of PARKS and RECREATION
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

GEORGE M. BALD
 Commissioner

ALLISON MCLEAN
 Director

(603)271-3556
 FAX: (603)271-3553
 WEB: www.nhstateparks.org
 E-MAIL: nhparks@dred.state.nh.us

#39-approved
 3/5/08.
 ml

March 26, 2008

His Excellency, Governor John H. Lynch
 And the Honorable Executive Council
 State House
 Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development to enter into a contract with The Allen Daniel Associates, Inc., (VC# 133745), Waltham, MA for debt collection services for the New Hampshire Department of Resources and Economic Development, Division of Parks and Recreation for unpaid parking tickets upon Governor and Council approval through June 30, 2013 100% Hampton Parking Meter Funds.

Fee will be based on a percentage of fees collected. The contractor will receive 40% of all fees collected.

EXPLANATION

The Division of Parks and Recreation manages the Hampton Parking Meters. The meters are located on Route 1A at Hampton Beach in Hampton, NH. The meters are operational from May 1 – October 1 from 7am to midnight. Enforcement of the meters is conducted by the Hampton Meter Patrol. The Hampton Meter Patrol follows standard enforcement practices including collection of registration information and notification via a printed ticket left on the vehicle.

The estimated annual commission to be paid under this contract is based on \$120,000 outstanding tickets times 40% which equals \$48,000.

In accordance with the State of New Hampshire Code of Administrative Rules (ADM 322.07), the Division of Parks and Recreation issued an extensive Request for Proposals in September 2007 (attachment #1 and #2). An e-mail notice Request for Interest was sent to more than 60 vendors and a press release was placed through e-mail. Three vendors responded to the Request for Interest solicitation. Subsequently, three vendors submitted formal written proposals in October 2007.

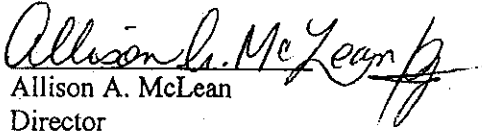
A selection committee comprised of the Marketing Director, Community Outreach Specialist, Program Specialist III, Deputy Director, and Business Administrator reviewed these proposals and scored them based on a pre-determined set of criteria. As a result of the scoring, the vendor who received the combined highest score was chosen. A composite score of the written material is included as Attachment #3.

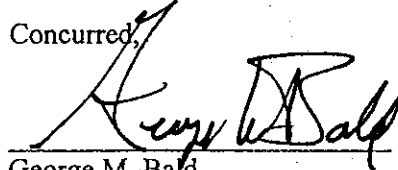
The Allen Daniel Associates (ADA) will provide professional debt collection services for the Hampton Parking Meter Tickets. ADA will aim to recover the unpaid balances through a series of collection letters and telephone calls. For each account, a minimum of three collection letters will be sent to the debtor, each with escalation of response importance. Additionally, a series of telephone calls will be made an attempt to reach the debtor to resolve the unpaid debt.

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

Respectfully submitted,

Concurred,


Allison A. McLean
Director


George M. Bald
Commissioner

AAM/kd



STATE OF NEW HAMPSHIRE
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
 DIVISION of PARKS and RECREATION
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

GEORGE M. BALD
 Commissioner

ALLISON MCLEAN
 Director

(603)271-3556
 FAX: (603)271-3553
 WEB: www.nhstateparks.org
 E-MAIL: nhparks@dred.state.nhus

Attachment #1
Request for Proposals

Title: Debt Collection Services

Issue Date: September 7, 2007

Issuing Agency: State of New Hampshire
 Department of Resources and Economic Development
 DIVISION OF PARKS & RECREATION
 P.O. Box 1856
 Concord, NH 03302-1856

Period of Contract: From Governor and Council approval through **June 30, 2011**, with one, two-year option to renew (through June 30, 2013) upon written consent of both parties, and approval by the Governor and Executive Council.

Question & Answer Period: A Question & Answer Period will be limited to questions via email until Wednesday September 19, 2007. All answers will be posted on the website, www.nhstateparks.org by Friday September 21, 2007.

Written Proposal Deadline: Sealed proposals will be received until 3pm, on Friday, October 5, 2007, for furnishing the services described herein. Proposals postmarked prior to, but received after deadline, will not be accepted

If proposals are mailed USPS, send directly to the issuing agency above. If proposals are overnight/express mailed, or hand-delivered, deliver to: The Department of Resources and Economic Development, 172 Pembroke Rd., Concord, NH 03301.

ALL PROPOSALS MUST BE LABELED: PROPOSAL – DEBT COLLECTION SERVICES
 Attention: Shari Colby

All inquiries for information should be directed to: Shari Colby Tel: 603-271-3556

In compliance with this Request for Proposals, and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Phone: _____ Fax: _____

Email: _____

Date: _____

Contact: _____

Title: _____

Authorized Signature: _____

TABLE OF CONTENTS

	PAGE
1. PURPOSE -----	1
2. BACKGROUND -----	1
3. SCOPE OF WORK -----	2
4. GENERAL REQUIREMENTS -----	2
5. SPECIFIC REQUIREMENTS -----	3
6. REPORTS -----	5
7. TECHNICAL REQUIREMENTS -----	5
8. EVALUATION AND AWARD -----	5
9. MANDATORY CONFERENCE -----	6
10. CONDITIONS -----	6

Attachment A: Contractor Data Sheet

Attachment #2
REQUEST FOR PROPOSALS
Debt Collection Services

1. **PURPOSE**

The purpose and intent of this Request for Proposals (RFP) is to enter into a contract for a period of up to June 30, 2013 with a qualified firm that will provide debt collection services for the New Hampshire Department of Resources and Economic Development (DRED), Division of Parks and Recreation for unpaid parking fines.

2. **BACKGROUND**

2.1 The Department of Resources and Economic Development was established by the General Court of New Hampshire under Chapter 223 of the laws of 1961 and consists of four divisions: Forest and Lands, Parks and Recreation, Travel and Tourism Development, and Economic Development. Further information can be found on DRED's web site www.dred.state.nh.us

2.2 New Hampshire's natural landscape provides the foundation for many of our activities, activities that drive the state's economy. Nearly five million acres of forest land sustain a thriving forest products industry; New Hampshire's parks, beaches, historic sites, and ski mountains provide endless recreation opportunities; and the state's tourism industry offers a wide array of dining, lodging, cultural and entertainment options. This quality of life, combined with the business-friendly and tax advantageous environment makes the state attractive to business growth and expansion.

The Division of Parks and Recreation, as required by RSA 216-A, preserves and protects unique natural and cultural features of New Hampshire. The Division also provides opportunities for high-quality recreational and interpretive experiences for visitors to the State's park and trail systems and encourages stewardship and appreciation of these irreplaceable parks, trails, and recreational resources. The Division is self-funded through a system of fees charged to access and use park facilities. These funds are used to provide service, staffing, maintenance and restoration of the resources of the park system. The Division manages these resources through two bureaus; Bureau of Parks and the Bureau of Trails.

The Division of Parks and Recreation is responsible for protecting, maintaining and expanding a comprehensive system of state parks. It currently operates and maintains 42 state parks, 19 campgrounds, 3 RV parks, 12 historic sites, 14 natural areas, 1 ski area, over 6,000 miles of trails and 2 summer attractions. Along with park headquarters located in Concord are three regional offices that help to administer the park system. The State Park Fund was created by a legislative mandate making the New Hampshire state park system totally self funded from income with no state general funds appropriated to support park operations.

2.3 The Division of Parks and Recreation manages the Hampton Parking Meters. The meters are located on Route 1A at Hampton Beach in Hampton, NH. The meters are operational from May 1 – October 1 from 7am to midnight. Enforcement of the meters is conducted by the Hampton Meter Patrol. The Hampton Meter Patrol follows standard enforcement practices including collection of registration information and notification via a printed ticket left on the vehicle.

Tickets are issued for parking violations, with a charge of \$15 if the ticket is paid within 30 days. If payment is not received within 30 days, the fine is increased to \$25. If payment is not received within 45 days, the fine is increased to \$35. If payment is not received within 60 days, the fine is increased to \$50. Payment is made by cash or check and mailed to DRED's Concord Headquarters located at 172 Pembroke Road.

2.4 **Terms and Definitions**

- a. "State" refers to the State of New Hampshire.
- b. "Department" refers to the New Hampshire Department of Resources and Economic Development which has issued, and is responsible for this RFP. The Department will enter into the resulting contract on behalf of the State.
- c. "Parks" refers to the Division of Parks and Recreation.
- d. "Hampton Meters" refers to the parking meters at Hampton Beach where the parking meter tickets are issued.
- e. "Offeror" refers to any individual, corporation, partnership, or agency that responds in writing to this RFP.
- f. "Contractor" refers to the Offeror under this Request for Proposals (RFP) with which the Department of Resources and Economic Development (DRED) negotiates a contract. The terms in this RFP referring to "Contractor", represent contract terms that will be part of the final contract.
- g. "Contract" refers to the resulting contract entered into between DRED and the successful Offeror.
- h. "Collection Agency" refers to the Contractor responsible for providing debt collection services to the Department.

3. **SCOPE OF WORK**

- 3.1 The Contractor shall be responsible for collection of delinquent fees related to the operation of the Hampton Parking Meters. This includes unpaid parking tickets, administrative fees, dishonored checks and subsequent fees, and other miscellaneous claims.
- 3.2 The contractor shall operate in compliance with DRED's goal to collect delinquent fees, maintain a positive relationship with the public, and to promote continued use of the Hampton Parking Meters.

4. **GENERAL REQUIREMENTS**

- 4.1 **RFP Response:** In order to be considered for selection, Offerors must submit a complete written response to this RFP. One (1) original and four (4) copies of each proposal must be submitted to DRED. The Offeror shall make no other distribution of the written proposal. In addition, Offerors will be required to make an oral presentation if requested.

DRED retains the right to keep the original copy of proposal under RSA 91-A, Public's Right to Know. Proposals will not be available for public inspection until a Contract has been approved by the Governor and Executive Council.

- 4.2 **Proposal Presentation:** All written proposals submitted must comply with the following:
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in DRED requiring prompt submission of missing information and/or a lowered evaluation of the proposal. DRED may reject proposals that are incomplete or lack key information.
 - b. Proposals should be prepared simply and economically, providing a strategic, straightforward, and concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
 - c. Return of the original RFP signed and filled out as required.

- 4.3 Oral Presentation: Offerors who submit a written proposal in response to this RFP will be evaluated for selection for a later oral presentation. The oral presentation will provide an opportunity for the Offeror to present its product to the Selection Committee.
- 4.4 Financial Standing: An Offeror, if requested, must be prepared to present evidence of financial standing necessary to satisfactorily meet the requirements set forth in the proposal.

5. **SPECIFIC REQUIREMENTS**

Proposals should be as thorough and detailed as possible so that the Selection Committee may properly evaluate the Offeror's capabilities to provide the required services. Responses must be structured as outlined below. Offerors are required to submit the following items as a complete proposal:

5.1 Experience and Qualifications:

- a. Complete "Contractor Data Sheet" (Attachment A).
- b. A written one page introductory statement including:
 - Experience in providing services as described in Section 3.
 - The expertise of participating personnel including, but not limited to, those identified in Attachment A, and a description of your training and development programs which will assure that all personnel assigned to perform under any resultant contract shall be capable and qualified in the work assigned to them.
 - Be an established company regularly engaged in the business of debt collection for a period of five years within the last seven years.
 - Have a minimum of two years experience conducting debt collection services in the state of New Hampshire.
 - Be in good financial standing, not in any form of bankruptcy, current payment of all taxes and fees. DRED reserves the right to request financial documentation.

5.2 Debt Collection:

All items sent to the Collection Agency will be pursued until the delinquent amount is satisfied or for a period of 90 days. After the 90 day period, all uncollected items will be returned to DRED. The vendor shall:

- Pursue recovery of items forwarded for collection through a series of collection letters and telephone calls.
- Allow payment via mail or telephone using a credit card, money order or cashier's check.
- Remit collected funds to the designated financial institution via EFT within three business days of receipt using pre-established DRED guidelines.
- Address and contact information obtained for collection purposes shall be used by the Collection Agency to pursue unpaid fees. All information is confidential and cannot be used for anything but debt collection.
- Contact debtors by mail, telephone, or fax. A collector shall not contact a debtor before 8:00AM or after 7:00PM EST.
- Maintain an automated record of phone calls and log all correspondence with debtors. Correspondence shall indicate an escalation of importance with resolution from one letter to the next.
- Maintain a toll free telephone number for customer service and include the number on all correspondence to debtors.
- Maintain a high level of customer service while pursuing unpaid debts.
- Not use any false statement during the collection process.
- Have the ability to expand services to accommodate additional collection volumes generated by future DRED projects.
- Payment received for debt items, where the collection time period has exceeded 90 days, shall be remitted within three business days.

- The collection agency shall document the partial payment and continue to collect on the debt until it is paid in full. If the 90 day collection period expires prior to complete payment, the collection agency shall cease their efforts with the debt item and return it to DRED as an unsatisfied debt.
- DRED will notify the vendor when payments are made to DRED by a debtor during the collection process so that the vendor may reconcile the account.

6. **REPORTS**

The vendor shall submit bi-weekly reports as requested by DRED. Reports and format standards will be approved by DRED. Reports shall include, but are not limited to:

- a. Number of accounts collected
- b. Pending accounts
- c. Returned uncollectible accounts
- d. Dollar amount collected

7. **TECHNICAL REQUIREMENTS**

The vendor's operating system and use or disposal of any information will be secure. The vendor shall:

Provide online log of contact initiated (mail, email, telephone) with Debtors, including any collected documentation sent or received from the Debtor.

Provide DRED access to contractor's database for real time, or near real time viewing of collection status.

8. **EVALUATION AND AWARD CRITERIA**

8.1 **General Information:** All proposals will be evaluated for responsiveness to the RFP by the Selection Committee.

8.2 **Criteria:** All written proposals will be evaluated and scored based on the following criteria, which will be accorded the relative weight indicated in parentheses:

- a. Experience and Qualifications of key staff and subcontractors (30%)
- b. Debt Collection Strategy (50%)
- c. Financial Terms (20%)

8.3 **Award of Contract:** Offeror(s) deemed to be best suited among those submitting written proposals will be identified based on evaluation factors stated in this Request for Proposal. Offeror(s) may be asked to make an oral presentation.

DRED may cancel this Request for Proposals, or reject proposals at any time prior to an award.

The Selection Committee will make a recommendation for selection of a Contractor to the Commissioner of DRED. The selected Contractor will be notified in writing. DRED and the selected Contractor shall negotiate a contract containing the terms in this RFP. If DRED is unable to negotiate a satisfactory contract with the first selected Contractor, DRED may undertake negotiations with the next recommended Offeror.

The proposed Contract must be approved by the Governor and Executive Council. This process takes approximately four to six weeks after execution of Contract. Upon Governor and Council approval the contract shall be effective.

8.4 Proposed Timetable

Request for Proposals Issued	September 12, 2007
Question & Answer period ends	September 19, 2007
Responses for Q&A posted	September 21, 2007
Written Proposal Deadline	October 5, 2007
Select Agencies for Oral Presentations	October 9, 2007
Oral Presentations	October 15, 2007
Collection Agency Notification	October 19, 2007
Contract Process	October 2007
Governor and Executive Council Approval Process	November 2007
Contract Effective	December 2007

9. QUESTION AND ANSWER PERIOD

The Division will take questions about the RFP via email, fax or mail prior to Wednesday, September 19, 2007. The purpose of this period is to allow potential Offerors an opportunity to present questions or concerns, and obtain clarification relative to any facet of this RFP. No other opportunity will be offered to have questions answered regarding this RFP. All questions or concerns will be addressed on the State website, www.nhstateparks.org by Friday, September 21, 2007. Offerors should send questions to:

Send to: Shari Colby
Department of Resources and Economic Development
Division of Parks and Recreation
P.O. Box 1856
Concord, NH 03302-1856
Telephone: 603-271-3556
Fax: 603-271-3553
Email: scolby@dred.state.nh.us

10. CONDITIONS

Any prospective Contractor must be willing to adhere to the following conditions and must positively state so in the proposal.

- 10.1 Ownership of Subsequent Products: Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the State of New Hampshire unless otherwise stated in the contract.
- 10.2 Conformance with Statutes: Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of New Hampshire
- 10.3 Amending or Canceling: The State reserves the right to amend, correct, or cancel this RFP prior to the due date.
- 10.4 Rejection for Misrepresentation: The State reserves the right to reject the proposal of any vendor for misrepresentation.
- 10.5 Speaking on Behalf of the New Hampshire DRED: Contractor is not authorized to represent the State's position to the public or media unless authorized to provide such information by DRED.

**ATTACHMENT A
Contract Data Sheet**

1. **Contractor Information:** Name, address, phone number and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address of principle place of business, date business began, and state in which it is organized.

2. **Years in Business:** Indicate the length of time you have been in business, providing this type of service:

_____ years _____ months

3. **References:** Indicate below at least six recent references for whom you have provided this type of debt collection service. Include the dates service was furnished as well as the name and phone number of the person DRED has permission to contact:

<u>CLIENT</u>	<u>CITY/STATE</u>	<u>DATES</u>	<u>CONTACT & PHONE</u>
---------------	-------------------	--------------	----------------------------

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

4. **Average size of accounts \$** _____

5. **Average # of accounts per year:** _____

6. **List three largest accounts and year acquired:**

Account

Year Acquired

DEBT COLLECTION RFP SCORING SHEETS
FOR DRED USE ONLY:

Company: _____
 Reviewer: _____
 Date: _____

	<u>Max Points</u>	<u>Score</u>
1. <u>Experience and Qualifications</u> Experience in providing collection services Expertise of personnel Offeror's prior experience Company's financial standing <u>Notes:</u> _____ _____ _____ _____ _____	30	()
2. <u>Debt Collection Strategies</u> Current Strategy Variety of Payment Methods Contact Information Retrieval System Record Keeping Customer Service Communication with Current Customers Ability for Expansion <u>Notes:</u> _____ _____ _____ _____ _____	50	()
3. <u>Financial Terms</u> Agency Fee Structure <u>Notes:</u> _____ _____ _____ _____ _____	20	()

Division of Parks and Recreation
Debt Collection RFP Scoring Sheet
Attachment #3

	Allen Daniel	David Taylor	IC Systems
Amy	85	75	75
Shari	83	80	83
Torene	80	70	80
Gail	90	50	80
Ken	85	74	100

Totals **423** **349** **418**

Subject: Debt Collection Services

VC: 133745

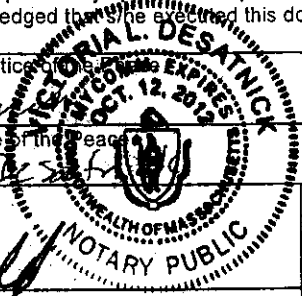
AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address P.O. Box 1856 – Concord NH 03302-1856	
1.3 Contractor Name The Allen Daniel Associates, Inc.		1.4 Contractor Address 411 Waverley Oaks Rd, Building 1, Ste 113, Waltham MA 02452	
1.5 Account No.	1.6 Completion Date 6/30/2013	1.7 Audit Date N/A	1.8 Price Limitation 40% Commission on all fees collected.
1.9 Contracting Officer for State Agency Shari Colby, Community Outreach Specialist		1.10 State Agency Telephone Number (603) 271-3556	
1.11 Contractor Signature <i>Daniel B. Desatnick</i>		1.12 Name & Title of Contractor Signor Daniel B. Desatnick, President	
1.13 Acknowledgment: State of NH County of Merrimack On <i>10/18/07</i> before the undersigned officer, personally appeared <i>Madeline</i> 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 she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Victoria L. Desatnick</i>			
1.13.2 Name & Title of Notary or Justice of the Peace <i>Victoria L. Desatnick</i>			
1.14 State Agency Signature(s) <i>George M. Bald</i>		1.15 Name/Title of State Agency Signor(s) George M. Bald, COMMISSIONER	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: <i>N/A</i> Director, On:			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <i>A. M. Edwards</i> Assistant Attorney General, On: <i>2/13/08</i>			
1.18 Approval by the Governor and Council By: _____ On:			



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

3. EFFECTIVE DATE: COMPLETION OF SERVICES.
 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date").
 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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 those 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 1.5 in the event funds in that account are reduced or unavailable.

It is unlawful to make any alteration to the text of this document.
 A signature on this document signifies that no alterations have been made to the original text or format.

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

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 RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything 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 of these general provisions.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor 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 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 and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. 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 The Contractor shall not hire, and shall permit no 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 has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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.

8. EVENT OF DEFAULT, REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant 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; and

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; and

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

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, maps, graphic representations, computer programs, computer printouts, files, notes, memoranda, papers, and documents, all whether finished or unfinished.

9.2 On and after the Effective Date, 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 RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require 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 to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in 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, worker's compensation or other emoluments provided by the State to its employees.

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

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

14. INSURANCE AND BOND

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, both for the benefit of the State, the following insurance:

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

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

14.2 The policies described in subparagraph 14.1 of this paragraph 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. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **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, or any subsequent Event. No express failure of 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 default on the part of the Contractor.

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, above.

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 Council of the State of New Hampshire.

18. **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.

19. **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.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **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 understanding.

JAN 11 2008

D.R.E.L.

It is unlawful to make any alteration to the text of this document.

A signature on this document signifies that no alterations have been made to the original text or format.

State of New Hampshire
Department of Resources and Economic Development
Division of Parks & Recreation

DEBT COLLECTION

EXHIBIT A

The Contractor shall be responsible for collection of delinquent fees related to the operation of the Hampton Parking Meters. This includes unpaid parking tickets, administrative fees, dishonored checks and subsequent fees, and other miscellaneous claims.

The Contractor shall operate in compliance with DRED's goal to collect delinquent fees, maintain a positive relationship with the public, and to promote continued use of the Hampton Parking Meters. The contractor will not represent that it is the State of New Hampshire when attempting to collect debts.

EXHIBIT B

Fee will be based on a percentage of fees collected. The contractor will receive 40% of all fees collected.

EXHIBIT C

Conditions of Operation

1. The Contractor hereby agrees to accept for collection upon the terms and conditions herein provided, any and all unpaid parking tickets referred to the Contractor by the State of New Hampshire.
2. The Contractor shall promptly undertake, through proper and lawful means the collection of all accounts referred by the State without regard to the amount; provided however that the Contractor shall not under any circumstances use any threats, intimidation or harassment of State Park guests in the collection of accounts or violate any provision of state or federal rules and/or laws governing methods of collection of said accounts.
3. Both the Contractor and the State shall provide prompt notification to all respective parties of bankruptcy petitions received. As of the referral date of any accounts, none of those accounts to the best of the State's knowledge, will have been discharged in a bankruptcy case, subject of a pending bankruptcy, or subject of a reaffirmation agreement.
4. The Contractor shall remit to the State electronically each week that portion of each collection due the State on those amounts collected the previous week. The Contractor shall retain that portion of each collection, as set forth herein as its payment and the Contractor shall simultaneously submit a receipted bill to the State for the Contractor's proportionate share of the total amounts collected.

5. The contingent collection fee shall be as stated in Exhibit B. Said fees shall be the sole consideration paid the Contractor and the State shall not be liable for any other costs or expenses incurred by the Contractor in the collection of the accounts.
6. The Contractor shall have no authority to file suit on any accounts referred by the State without prior written authorization from the State's representative. The contractor shall make every effort and use due diligence to collect accounts prior to making suit recommendations.
7. The Contractor agrees to suspend action either temporarily or permanently on any account referred to it for collection upon written or oral communication by the State. In the event of termination or expiration of this contract, the Contractor or the State will not cancel paying accounts.
8. The Contractor shall perform the specific collection services as set forth herein, as well as such ongoing technical and consulting services as may be requested by the State from time to time, all of which are collectively referred to herein as the "Services".
9. The Contractor shall at all times provide the Services to NH DRED in an efficient, economic, and timely manner in accordance with generally accepted business practices.
10. The Contractor shall devote such time, energy, and best efforts as may be reasonably necessary to faithfully and diligently discharge Contractor's obligations pursuant to the express and implicit terms hereof, all to the reasonable satisfaction of the State.

Compliance with Law

1. The Contractor shall comply with all applicable federal, state and local laws governing the terms and conditions of the Agreement and the performance of the obligations thereunder.
2. The Contractor agrees to comply with applicable federal and state laws regarding Equal Opportunity for all persons, without regard to race, color, religion, sex, national origin, or age.
3. The Contractor shall not, and shall not have authority to bind the State to any obligations without the express prior written approval of the State.

Termination/Renewal

1. The Contractor shall be responsible for providing competent, knowledgeable, and professional personnel to perform collections in consultation with the State and shall furnish the State accurate, detailed and complete statements of collection accounts on a monthly basis.
2. Either party may cancel this Agreement at any time by giving 10 days written notice to the other party. The reason or reasons for cancellation shall be stated in the written notice. Within 10 days from the date of any such cancellation notice and unless otherwise directed by the State, the Contractor shall return to the State all accounts placed for collection. All such returned accounts shall be accompanied by a report containing current balances through the date the accounts are returned.

3. Should the Contractor default in the performance of any of its covenants, duties, obligations or other terms and conditions of the Agreement with the State, it is expressly understood and agreed that the State may, at its option, terminate the Agreement effective thirty (30) days after written notice has been sent by certified mail, return receipt requested, to the last known address of the Contractor; provided, however, that this Agreement may be terminated at any time without prior notice by the State if the Contractor should become bankrupt or otherwise financially insolvent or should there be an assignment of assets for the benefit of creditors or if any action be taken by creditors that in the reasonable judgment of the State diminishes the rights of the State.
4. Unless terminated by reason of default, financial insolvency or reasonable cause, Agreement will be renewable at the end of the five year term, pending Governor and Executive Council approval.

Property Rights

The State and the Contractor recognize, understand and agree that all accounts, account information and related financial data is and shall remain the exclusive property of the State and may not be used or released by the Contractor during the term of the Agreement except as otherwise authorized by the State; provided that the Contractor shall at the expiration of the Agreement promptly deliver to the State all accounts, account information and related financial data.

Inactive/Uncollectable Accounts

Accounts with no activity within one year of placement will be automatically closed and returned to the State; however, the Contractor may return accounts sooner if all efforts to collect have been exhausted.

Certificate of Vote

At a meeting of the Board of Directors duly held on October 18, 2007, the following resolution was unanimously approved:

That Daniel B. Desatnick, President of The Allen Daniel Associates, Inc. be authorized to enter into contracts with the State of New Hampshire.

Signed under seal, October 18, 2007

By: *Victoria L. Desatnick*

Victoria L. Desatnick
Clerk
The Allen Daniel Associates, Inc.

NEW HAMPSHIRE

Corporation Division

Search
 By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online

Date: 1/15/2008 **Filed Documents**
 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
THE ALLEN DANIEL ASSOCIATES, INC.	Legal

Corporation - Foreign - Information

Business ID:	53893
Status:	Good Standing
Entity Creation Date:	11/17/1982
State of Business.:	MA
Principal Office Address:	880 Main Street,4th Floor Waltham MA 02451-8532
Principal Mailing Address:	PO Box 541614 Waltham MA 02454-1614
Last Annual Report Filed Date:	1/9/2008
Last Annual Report Filed:	2008

Registered Agent

Agent Name:	C T Corporation System
Office Address:	9 CAPITOL ST CONCORD NH 03301

Mailing Address:

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE: 01/10/2008 #2451

PRODUCER

AON RISK SERVICES INC. OF MINNESOTA
8300 NORMAN CENTER DRIVE, SUITE 400
MINNEAPOLIS, MN 55437
(952)926-6547

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

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	TRAVELERS INDMNITY COMPANY OF CONNECTICUT
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

THE ALLEN DANIEL ASSOCIATES, INC
880 MAIN STREET 4TH FLOOR
WALTHAM, MA 02454

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/>	680-9260C009	04/01/2007	04/01/2008	GENERAL AGGREGATE	\$2,000,000
	PRODUCTS-COMP/OP AGG.				\$2,000,000	
	PERSONAL & ADV. INJURY				\$1,000,000	
	EACH OCCURRENCE				\$1,000,000	
	FIRE DAMAGE (Any one fire)				\$300,000	
	MED. EXPENSE (Any one person)				\$5,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL TERMS

IN THE EVENT OF NON-PAYMENT OF PREMIUM, ONLY 10 DAYS NOTICE OF CANCELLATION SHALL BE GIVEN (OR OTHER NUMBER OF DAYS DEPENDING ON APPLICABLE STATE REGULATIONS).

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
PO BOX 1856
DRED BUSINESS OFFICE
CONCORD, NH 03302
ATTN: SHARI COLBY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James W. Shroy