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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

Sole Source

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

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 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 1.12, 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 Public or Justice of the Peace Victoria L Desatnick NOTARY PUBLIC			
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: <i>[Signature]</i> 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 5/31/13

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 5/31/13

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 E-MAIL: cristina@garrity-insurance.com ADDRESS:		FAX (A/C, No): (617) 354-5828
INSURED The Allen Daniel Associates Inc 880 Main St 4th Fl Waltham MA 02451		INSURER(S) AFFORDING COVERAGE INSURER A: Tower Ins Co of NY INSURER B: Tower Nat'l Ins Co INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPC002928800	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUC000130300	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCC0035616	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER 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)

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CERTIFICATE HOLDER CANCELLATION

daniel@adacollect.com New Hampshire Division of Parks and Recreation Attn: Deedee 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 W Garrity/CRISTI
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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 NAIC # INSURER A: Travelers Casualty and Surety 31194 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED THE ALLEN DANIEL ASSOCIATES, INC. 880 MAIN STREET - FLOOR 4 WALTHAM MA 02451		

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 INSR	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$		
	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 type="checkbox"/> N/A						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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