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State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603)-271-3201

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

November 20, 2015

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Easter Seals New Hampshire, Inc., Manchester, NH, vendor code 177204, to provide an employee shuttle service for state employees who work in the State House complex. The total amount of the contract shall not exceed \$60,452.50. This contract shall begin upon Governor and Council approval and end on June 30, 2017. **100% General Funds**

Funding is available in account titled Administrative Services as follows:

01-14-14-140010-13020000 Special Disbursements

<u>FY16</u>	103-502664	Contracts for Operational Service	\$29,972.50
<u>FY 17</u>	103-502664	Contracts for Operational Service	<u>\$30,480.00</u>
Contract Total			\$60,452.50

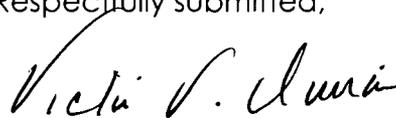
EXPLANATION

Funding has been appropriated in the FY 16-17 biennium to provide an employee shuttle service for state employees that work at the State House Complex. The shuttle will provide service from the central parking lot at the Department of Transportation building on Stickney Avenue to the State House, State House Annex, Department of Justice, State Library and Legislative Office building. The shuttle will run during the legislative session from 6:45 to 8:45 in the morning and in the afternoons from 3:30 to 5:30 PM.

The Request for bids was placed on the Bureau of Purchasing web site and advertised in a statewide newspaper. Attached is a copy of the public notice. In addition an email went out to nine vendors that are included in our vendor system. No bids were received.

Easter Seals of New Hampshire has been providing this service to the state since 2008. The Department of Administrative Services was able to negotiate the rate to provide the service and remain within budget.

Respectfully submitted,

A handwritten signature in black ink, reading "Vicki V. Quiram". The signature is written in a cursive style with a large, sweeping initial "V".

Vicki V. Quiram
Commissioner

Subject: State House Complex, State Employee Shuttle Service

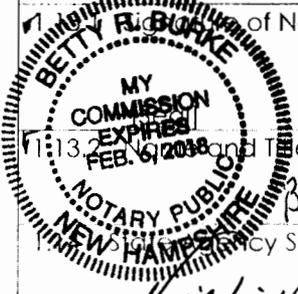
1.0 AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Easter Seals of New Hampshire, Inc.		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103-4800	
1.5 Contractor Phone # 603-623-8863	1.6 Account Number 01-14-14-14150-1400-032	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$60,452.50
1.9 Contract(s)ing Officer for State Agency Michael P. Connor		1.10 State Agency Telephone Number (603) 271-6899	
1.11 Contractor Signature <i>Elin Treanor</i>		1.12 Name and Title of Contractor Signatory <i>Elin Treanor, CFO</i>	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Hillsborough</i> On <i>November 19, 2015</i> , 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.			
1.14 Signature of Notary Public or Justice of the Peace <i>Betty R. Burke</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Betty R. Burke, Notary</i>			
1.14.1 Agency Signature <i>Vicki V. Quiram 11-25-15</i>		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner Department of Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Jill Develius</i> On: <i>11/25/15</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



2. EMPLOYMENT OF VENDOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor 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 Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall 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 Vendor 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(S) PRICE/PRICE LIMITATION/ PAYMENT.

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, 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 Vendor 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 Vendor 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 Vendor further agrees to permit the State or United States access to any of the Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor shall not hire, and shall not permit any subvendor 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 Contract(s)ing 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 Contract(s)ing 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 Vendor 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 Vendor 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 Vendor notice of termination;

8.2.2 give the Vendor 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(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

8.2.3 set off against any other obligations the State may owe to the Vendor 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.

Contractor Initials
Date

ES
11/19/2015

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 Vendor shall deliver to the Contract(s)ing 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(s) 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. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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/SUBCONTRACT(S). The Vendor 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 subcontract(s)ed by the Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor 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 Vendor. 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 Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subvendor 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 Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing 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 Contract(s)ing 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 Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing 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 Vendor, or any subVendor or employee of Vendor, 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 Vendor.

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

Contractor Initials ET
Date 11/19/2015

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.

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Date 11/19/2015

EXHIBIT "A"

1. The Contractor shall provide "employee shuttle service" from the Department of Transportation building located on Stickney Avenue in Concord, New Hampshire to the pick up and drop off locations for the State House Complex consisting of the State House, State House Annex, Department of Justice, State Library and Legislative Office Building in Concord, New Hampshire.
2. The term of this contract shall be for a two year period beginning with Governor and Council approval and ending on June 30, 2017. The shuttle service shall run during the legislative session from January 4, 2016 through June 30, 2016 (127 working days) and from January 3, 2017 through June 30, 2017 (127 working days). The shuttle service shall run during the weekdays during the Legislative Session.
3. The term, "employee shuttle service", as used above shall include providing all supervision, materials, equipment, labor and transportation necessary to provide the required level of services as described herein.
4. The Contractor shall provide the employee shuttle service with a minimum of one (1) 12 passenger vehicle. The Contractor shall pay for the entire cost of insurance, registration and maintenance and shall provide a replacement vehicle in the event of a breakdown of the primary vehicle.
5. The Contractor shall provide professional drivers who shall maintain proper operating licenses, pass a Department of Transportation physical, and pass a background check which shall include a full criminal and driving record background check.
6. The Contractor shall fully comply with the American with Disabilities Act and any state laws and regulations governing accessibility for disabled persons. In the event that accessible transportation is required, the Contractor shall make reasonable accommodation by deploying an accessible vehicle as needed. The Contractor shall have an accessible vehicle on stand by to provide the required service.
7. The Contractor shall provide full dispatch and management services.
8. The Contractor shall provide transportation to all authorized state employees. Transportation shall be to the areas described herein.
9. The shuttle service shall operate with designated pick up and drop off spots identified by the State. Vehicles shall load to capacity with no standees on first-come, first served basis. In the event that capacity is not reached and no passengers are waiting for service, vehicles will proceed to their destination. Vehicles will maintain a minimum waiting period of five minutes at the designated pick up locations in the morning peak time and at the designated pick up lot in the afternoon peak time.

10. Hours of operation shall be from Monday through Friday. The shuttle shall run from 6:45 AM to 8:45 AM and from 3:30 PM to 5:30 PM. The shuttle shall maintain a minimum waiting period of five minutes at the Stickney Avenue lot in the morning and a five minute wait at the designated pick up spot at the State House Complex in the afternoon. The wait time shall be adhered to unless the vehicle reaches capacity prior to the end of the wait time. When a vehicle reaches capacity or the wait time has been met, the vehicle shall proceed on its' designated route.

11. The following holidays shall be observed:

Civil Rights Day	January 18, 2016	January 16, 2017
Presidents Day	February 15, 2016	February 20, 2017
Memorial Day	May 30, 2016	May 29, 2017

12. In the event of severe weather conditions the Contractor with approval from the State reserves the right to cancel or postpone operations until conditions permit safe operations. In the event that the Contractor cancels or postpones the operations due to weather, the Contractor shall be required to notify the local radio station.

13. The shuttle vehicles must be in proper mechanical condition, and fully equipped as required, for efficient operation; must be properly registered and insured in accordance with the laws of the State of New Hampshire.

14. The Contractor shall employ only competent people to do the work, and whenever the Contracting Officer shall notify the Contractor that any person working, in their opinion, is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be replaced and shall not be again employed except with the consent of the State.

15. The Contractor shall provide a monthly report detailing the total amount of shuttle passengers per day for the previous month. The report shall be submitted with the invoice.

16. All Contractor correspondence and submittals shall be sent to:

State of New Hampshire
Department of Administrative Services
Michael Connor
25 Capitol Street, Room 106B
Concord, N.H. 03301

EXHIBIT "B"

1. The Contractor shall receive payment in the amount of \$59.00 per hour for a not to exceed price of \$29,972.50 for the period commencing on January 4, 2016 until June 30, 2016, and \$60.00 per hour for a not to exceed price of \$30,480.00 for the period commencing January 3, 2017 until June 30, 2017 (herein after referred to as the contract price) in return for the services described in Exhibit "A."
3. The Contractor shall be paid the hourly rates detailed above for the actual hours they provide employee shuttle services not to exceed four hours per day as described herein. This hourly rate shall include all expenses. No additional fees shall be allowed. Unless approved in advance by the Contracting Officer, the Contractor shall be paid for the hours of operation as described in Exhibit A. The Contractor shall not be paid for any travel time or mileage from the main headquarters to either Stickney Avenue or the State House complex.
4. The Contractor shall invoice the State monthly at the end of each month for services rendered.
5. Payment will be made within thirty (30) days following receipt of invoice and acceptance of the work to the State's satisfaction. Said payment shall be made by means of a check mailed to the address in Paragraph 1.4 of this contract.

Contractor Initials ET
Date 11/19/2015

EXHIBIT C

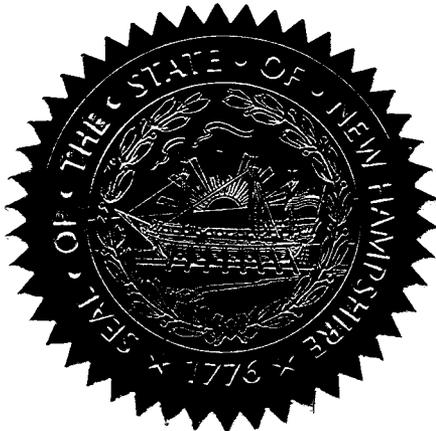
SPECIAL PROVISIONS

1. Delete Paragraph 14.1.1 and substitute the following: 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 \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions of this contract.

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 Easter Seals New Hampshire, Inc. is a New Hampshire nonprofit corporation formed November 6, 1967. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of November A.D. 2015

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

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE / AUTHORIZATION

I, Betty Burke, do hereby certify that:

1. I am the duly elected Assistant Secretary of Easter Seals New Hampshire, Inc.
2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 8, 2015:

RESOLVED: To authorize the president/chief executive officer, chief financial officer, chief operating officer, chief human resources officer and the legal counsel of the corporation, or any one of them acting alone, to execute contracts, leases and documents, which have been approved in accordance with the policies of the corporation and its fiscal authorities adopted by the board of directors and to include within that authority Easter Seals Maine, Inc., Easter Seals Rhode Island, Inc., Easter Seals Vermont, Inc., Manchester Alcoholism Rehabilitation Center (Farnum Center), Webster Place Center, Inc., or Agency Realty, Inc.

3. I further certify that Elin Treanor is the CFO of Easter Seals New Hampshire, Inc., and *all* its subsidiaries, and is still qualified and serving in such capacity.
4. The foregoing resolution has not been amended or revoked and remains in full force and effect as of November 19, 2015.

Betty Burke
Assistant Secretary

The foregoing instrument was acknowledged before me this 19th day of November 2015.

Diane L Boulay
Notary Public



DESCRIPTIONS (Continued from Page 1)

such status, and only with regard to the above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.

RE: Concord Parking Shuttle. The State of New Hampshire is named as Additional Insured with respect to the General Liability and Automobile Liability.

Easter Seals New Hampshire and Subsidiaries
Internal Operating Statement
2 Months Ending October 31, 2015 (Preliminary and Unaudited)

	<u>Amount</u>
Revenues	
Contributed Income	1,199,443
Fees & Tuitions	11,834,681
Contractual Allowances	(3,435,957)
Sales to Public	963,457
Financial Assistance	(68,082)
Grants	3,230,739
Foundation Grants	57,189
Rental Income	63,636
Investment Income	86,279
Miscellaneous Income	202,004
Bad Debt	(51,170)
Direct Support	4,122
Management Fees	257,100
Total Revenues	14,343,440
Expenses	
Salaries	7,239,107
Salaries - Overtime	370,744
Taxes and Benefits	2,018,572
Professional Fees	1,347,688
Direct Support	4,122
Management Fees	257,100
Occupancy	435,717
Depreciation	251,477
Amortization Expense	6,034
Interest Expense	154,562
Supplies	474,083
Telecommunications	105,219
Postage & Shipping	12,410
Printing	19,362
Travel Vehicles	281,607
Travel Employees	188,838
Meetings & Conventions	56,216
Assistance to Individuals	188,455
Membership Dues	9,369
Minor Equipment & Rental	40,645
Advertisements & Fees	14,187
Miscellaneous & Matching	822
Oth Alloc-Supervision & Other	(50,613)
Total Expenses	13,425,722
Net Operating Surplus (Loss)	917,717
Gain on Sales of PP&E	650
Realized Gain on Investment	10,360
Unrealized G/(L) on Inv	217,543
Unrealized G/(L) on Inv Income	(39,192)
Int Rate Swap Valuation Adjmt	(163,871)
Realized Loss on Investment	(17,789)
Loss on Sale of PP&E	(6,837)
Disposal of Business Segment	(4,803)
Total Non-Operating Items	(3,938)
Total Increase (Decrease) in Net Assets	913,779

Easter Seals New Hampshire and Subsidiaries
Internal Balance Sheet
As of October 31, 2015 (Preliminary and Unaudited)

	<u>Amount</u>
ASSETS	
Current Assets:	
Cash	(24,804)
Cash Reserves	2,161,380
Bond Funds	385,420
Accounts Receivable, Net	8,163,042
Contributions Receivable, Net	722,923
Other Current Assets	268,141
Total Current Assets	11,676,102
Property, Plant and Equipment	24,111,486
Total Other Assets	743,893
Investments	11,247,578
Investments - Cash Reserves	2,072,655
Deferred Compensation Plan	991,255
Beneficial in Trust Held By Others	129,347
TOTAL ASSETS	<u>50,972,316</u>
 LIABILITIES AND NET ASSETS	
Current Liabilities:	
Lines of Credit	-
Accounts Payable	806,413
Accrued Expenses	2,899,941
Refund Payable	(5,489)
Revenue Reserve	125,000

Easter Seals New Hampshire and Subsidiaries
Internal Balance Sheet
As of October 31, 2015 (Preliminary and Unaudited)

	<u>Amount</u>
<u>Deferred Income</u>	<u>1,883,171</u>
<u>Total Current Liabilities</u>	<u>5,709,035</u>
 Long Term Liabilities:	
<u>Capital Leases</u>	<u>130,802</u>
<u>Debt</u>	<u>20,044,941</u>
<u>Interest Rate Swap</u>	<u>2,983,838</u>
<u>Other Long Term Liabilities</u>	<u>1,004,992</u>
<u>Total Liabilities</u>	<u>29,873,608</u>
 Net Assets:	
Unrestricted	13,981,974
Unrestricted - Program	1,141,172
Temp Restricted	1,290,126
Permanently Restricted	4,685,436
<u>Total Net Assets</u>	<u>21,098,708</u>
 <u>TOTAL LIABILITIES AND NET ASSETS</u>	 <u><u>50,972,316</u></u>

**Easter Seals New Hampshire, 555 Auburn Street, Manchester, NH 03103
2016 Board of Directors**

Chairman

Andrew MacWilliam

Richard Rawlings

Dennis Beaulieu

General Counsel &

Assistant Secretary

(non voting member)

Bradford Cook, Esq.

Past Chairman

Jim Bee

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PGA TOUR

Justin Thomas produced a tidy up-and-down from the back of the 18th green for birdie to ensure he went in to today's final round of the CIMB Classic tied for the lead with compatriot Brendan Steele.

Ovenight leader Thomas, who flirted with a rare 59 before signing for an 11-under-par second round of 61, was again among the leaders on another day of low scores at the Kuala Lumpur Country Club, where preferred lies have been in use.

The 22-year-old seemed to lose momentum with bogey fives at the 12 and 16th but finished with two birdies in his third round of 5-under-par 67 to sit on 20-under for the \$7 million co-sanctioned Asian Tour event, the third of the new PGA Tour season.

"Those two birdies were huge," the world No. 64 said of his strong finish.

"I felt like I played really well for some stretches. I had some holes I didn't hit it well, but I hit a lot of good puts that didn't go in.

"So, it was nice to get that put to go on 17 and 18, finish on a good note."

Thomas is looking for his first win on the American circuit, while Steele has won just once, at the 2011 Texas Open, and blew a great opportunity two weeks ago when he shot a closing 76 after holding the third round lead at the Frys.com Open.

"I was pretty comfortable at Frys and then it all started kind of spinning out

Hainan Island. The blistering conditions and the very long greens at the length of the Lake Blue Bay Course have proved a stern test for the LPGA's finest, taking part in the penultimate leg of the five-tournament Asian swing.

Kim, chasing a better place now, mentally. I'll be trying to be a little bit more patient and a little bit more positive, not kind of put so much pressure on myself."

South Korean-born American Kevin Na has good memories of Malaysia after winning his first Asian Tour event in the country in 2002, and the 32-year-old put himself in position to notch another after a 64 on Saturday.

That nine birdie effort left Na, who has finished second or been in a playoff in the opening two events of the campaign, one back of Thomas and Steele at 19-under.

Japan's Hideki Matsuyama fired a 68 on Saturday to sit tied for fourth on 17-under alongside James Hahn (64), Brian Harman (66) and Spencer Levin (68), with former world No. 1 Adam Scott (66) another shot back on 16-under.

LPGA: Kim and Kung (Reuters) — South Korea's Kim Sei-young and Candie Kung of Taiwan emerged at the top of leaderboard after a brutal third day of scoring at the Blue Bay LPGA in China, where only four players shot sub-par rounds.

Overnight leader Kim

My hunting partners back then were mostly the Thompson boys, Larry and Bob, who lived just a couple of doors up from my home that was attached to my dad's corner grocery store. With loads of enthusiasm and excitement, the trips that were often in the 60 or 70 miles to get to the northern zone seemed to take forever.

When we got to the place where Harry Thompson, the boys' dad, had picked, us three boys would set off up some well-known trail and Harry would go off on his own, probably hoping that we'd scare a deer or bear his way. In all of our trips up north, mostly in the North Conway area, we covered plenty of miles on foot and almost never went off the beaten trail, as we were afraid of getting lost. And we never saw a deer or bear but we'd always think we'd heard both making noises in the woods.

The southern zone was a different story. Hooked up with my lifetime friend and hunting partner Tom Connors, who lived about a mile down the road toward Portsmouth from me, all the areas we would hunt we knew like a book as we'd hunted pheasants and whatever else we could shoot at every instance we

Without much mentoring, our north country deer hunts were more like climbing a mountain trail with a 303 Savage rifle that my dad had in his younger days. He wasn't a hunter but did live in a time when everyone had to have a rifle on the property.

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DoDuckinn@aol.com and thank our current deer management team for a great job!

DKP Pinney's column appears weekly in the New Hampshire Sunday News. Email him at DoDuckinn@aol.com.

Legal Notice

NEW HAMPSHIRE DEPARTMENT OF EDUCATION REQUEST FOR PROPOSALS (RFP) NEW HAMPSHIRE VISION 2.0: STRATEGIC DESIGN, DEVELOPMENT AND IMPLEMENTATION SERVICES

The Department of Education is seeking an organization to support the implementation of Vision 2.0: A Blueprint to Scale Competency-based Education across a PreK-20 System by providing strategic design services around the following key priority areas: Readiness, Public Will, Data Infrastructure, and Learning Agenda. Interested bidders may obtain a copy of the Request for Proposals on the NH Department of Education website at <http://www.education.nh.gov/rfp/> or by contacting the RFP Administrator at 603-271-4330. The deadline for receipt of proposals is 4:30 p.m. Wednesday, November 11, 2015. (UL - Oct. 30; Nov. 1, 2)

Legal Notice

THE STATE OF NEW HAMPSHIRE JUDICIAL BRANCH NE CIRCUIT COURT

10th Circuit - Family Division
Brentwood, PO Box 1208
Kingston NH 03848-1208
Telephone: 1-855-212-1234
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

CITATION FOR PUBLICATION

Case Name: **Name Change of Jason Sebalda**

Case Number: **618-2015-NC-00007**

NOTICE TO: ALVIN EUBANKS, a person required to receive notice in the Name Change of Jason Eubanks of Deerfield, New Hampshire, and whose address is unknown.

YOU ARE HEREBY NOTIFIED that On July 20, 2015, Melissa Eubanks of Deerfield, NH filed in this Court a Petition for Change of Name of Minor with requests concerning:

The name of Jason Douglas Eubanks be changed to Jason Joseph Gray.

A hearing is scheduled for November 14, 2015 at 1:00pm.

The original pleading is available for inspection at the office of the Clerk at

Legal Notice

PUBLIC NOTICE INVITATION TO BID

The State of New Hampshire is soliciting bids for a State House Complex state employee shuttle service located in Concord, NH. Specifications and bid forms may be obtained at www.admin.state.nh.us/purchasing. RFB #183-16. All bids must be submitted to the Bureau of Purchasing no later than 2:00 P.M. on Tuesday, November 17, 2015.

Michael P Connor, Deputy Commissioner
Department of Administrative Services
(UL - Nov. 1)

Legal Notice

REQUEST FOR PROPOSALS FOR CHILD HEALTH SERVICES RENOVATION PROJECT:

A copy of the full RFP and specifications can be found at: www.childhealthservices.org/news

NOTIFICATION

1) Notice to Design-Build Bidders:

a) Manchester Community Health Center (MCHC), as Owner, requests the prequalified bidders to submit cost and technical proposals for the **Child Health Services Renovation Design-Build** project.

b) Proposals are to be submitted to Manchester Community Health Center, 145 Hollis Street, Manchester, NH 03101 **5:00 PM, Friday, November 20th, 2015.**

c) A walkthrough of the project is scheduled for: **5:00 AM, Friday, November 6, 2015.** Attendance of the walkthrough is mandatory. The walkthrough will take place AT the Child Health Services site location which is located at **1245 Elm Street, Manchester, NH.**

d) Any questions on the proposal requirements please contact: Kris McCracken, President/CEO at 603-935-5210 or kmcracker@mcchc-nh.org. (UL - Oct. 28; Nov. 1)

Legal Notice

THE STATE OF NEW HAMPSHIRE JUDICIAL BRANCH NE CIRCUIT COURT

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