State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

November 24, 2009

His Excellency, Governor John H. Lynch
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 (VC # 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 $63,332.00. This contract is for one year, six months beginning on January 4, 2010 and ending on June 10, 2011. 100% General Funds.

Funding is available in account titled, Special Disbursements, as follows:

	FY 2010	FY 2011
01-14-14-140010-1302-103 Contracts for Ops Services	$31,524.00	$31,808.00

EXPLANATION

The General Court appropriated funding for the FY10-11 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 DOT 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.

The Request for Bids was placed on the Bureau of Purchasing web site and advertised in a statewide newspaper. We received one bid from Easter Seals New Hampshire, Inc.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

FAX: 603-271-6600

TDD Access: Relay NH 1-800-735-2964

Subject: **State Employee Shuttle, State House Complex**

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name **Administrative Services**		1.2 State Agency Address **25 Capital Street, Room 106B** **Concord, NH 03301**	
1.3 Contractor Name **Easter Seals NH, Inc.**		1.4 Contractor Address **555 Auburn Street,** **Manchester, NH 03103**	
1.5 Contractor Phone Number **(603) 606-3111**	1.6 Account Number **01-14-14-140010-1302-103**	1.7 Completion Date **June 10, 2011**	1.8 Price Limitation ~~**$63,322.00**~~ $63,332.00 ET
1.9 Contracting Officer for State Agency **Michael P. Connor**		1.10 State Agency Telephone Number **(603) 271-6899**	
1.11 Contractor Signature Elin Treanor		1.12 Name and Title of Contractor Signatory Elin Treanor, CFO	

1.13 Acknowledgement: State of NEW HAMPSHIRE County of HILLSBOROUGH

On NOVEMBER 23, 2009, 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~~

Betty R. Burke
[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

BETTY R. BURKE, Notary Public
My Commission Expires February 13, 2013

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory **Linda M. Hodgdon, 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: On:

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 EJ
Date 11/23/09

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 EG
Date 11/23/09

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.

Contractor Initials ET
Date 11/03/09

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 on January 4, 2010 and ending on June 10, 2011. The shuttle service shall run during the legislative session from January 4, 2010 through June 10, 2010 and from January 3, 2011 through June 10, 2011. 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 two (2) 12 passenger vehicles. 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 one of the primary vehicles.

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.

Contractor Initials ET
Date 11/23/09

10. Hours of operation shall be from Monday through Friday 6:45 AM to 8:45 AM and from 3:30 PM to 5:30 PM. A minimum of two vehicles shall provide the service during designated operational hours. Vehicles 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, 2010	January 17, 2011
Presidents Day	February 15, 2010	February 14, 2011
Memorial Day	May 31, 2010	May 30, 2011

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 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. All Contractor correspondence and submittals shall be sent to:

State of New Hampshire
Department of Administrative Services
Division of Plant and Property Management
25 Capitol Street, Room 106B
Concord, N.H. 03301

Contractor Initials ____
Date 11/13/09

EXHIBIT "B"

1. The Contractor shall receive payment in the amount of $35.50 per hour per vehicle for a not to exceed price of $31,524.00 for the period commencing on January 4, 2010 until June 10, 2010, and $35.50 per hour per vehicle for a not to exceed price of $31,808.00 for the period commencing January 4, 2011 until June 10, 2011 (herein after referred to as the contract price) in return for the services described in Exhibit "A."

3. The Contractor shall be paid $35.50 per hour for each vehicle operated in the system. 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_____
Date_____ 11/23/09

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.

Contractor Initials ET
Date 11/23/05

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 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 23rd day of November, A.D. 2009

William M. Gardner
Secretary of State

Easter Seals
DISABILITY SERVICES

CERTIFICATE OF 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 January 28, 2009.

RESOLVED: To authorize the president, chief financial officer and senior vice president of human resources 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 New York, Inc., Easter Seals Maine, Inc., Easter Seals Rhode Island, Inc., Harbor Schools, Inc., Manchester Alcoholism Rehabilitation Center (Farnum Center), Special Transit Services, Inc. or Agency Realty, Inc.

3. I further certify that ELIN TREANOR is the CHIEF FINANCIAL OFFICER 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 23, 2009.

Betty Burke
Assistant Secretary

The foregoing instrument was acknowledged before me this 23rd day of November 2009.

Diane L Boulay
Notary Public

DIANE L. BOULAY, Notary Public
My Commission Expires September 3, 2013

Client#: 497072 EASTESEA7

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/10/09

PRODUCER
USI Insurance Svcs of NE, Inc.
PO Box 6360
Manchester, NH 03108-6360
603 625-1100

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Company	23850
INSURER B: Liberty Mutual Insurance Company	23043
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Easter Seals NH, Inc.
555 Auburn St.
Manchester, NH 03103

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	PHPK464003	09/01/09	09/01/10	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$3,000,000
						PRODUCTS - COMP/OP AGG	$3,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	PHPK464003	09/01/09	09/01/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10000	PHUB283183	09/01/09	09/01/10	EACH OCCURRENCE	$15,000,000
						AGGREGATE	$15,000,000
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC7611258839019 NO-NONE	01/01/09	01/01/10	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Concord Parking Shuttle
** Supplemental Name **
Easter Seals NH, Inc.
Easter Seals NY, Inc.
(See Attached Descriptions)

CERTIFICATE HOLDER

State of NH
Department of Administrative Services
25 Capitol Sr. RM 106B
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
E. Bold Zum

© ACORD CORPORATION 1988

Linda M. Hodgdon
Commissioner
603/271-3201

Robert D. Stowell
Administrator
603/271-3606

State of New Hampshire

Michael P. Connor
Director
603/271-6899

Department Of Administrative Services
Division of Plant & Property Management
Bureau Of Purchase & Property
State House Annex
25Capitol Street
Concord, New Hampshire 03301
603/271-2201

November 3, 2009

Manchester Union Leader
Attn: Legal Notices
100 William Loeb Lane
Manchester, NH 03109

RE: Public Notice Ad, Invitation to Bid:

Dear Legal Notice Department:

Enclosed is one (1) Public Notice Ad to be inserted in your newspaper on three consecutive days beginning as soon as possible.

Please bill the Business Office, 25 Capitol Street, Room 418, Concord, NH 03301, Attn: Mary Robinson.

Please provide tear sheets for the Division of Plant and Property Management, fax # 271-2700.

Sincerely,

Michael P. Connor

Michael P. Connor

Enclosure (1)

Cc: Mary Robinson

bids/unionleader

PUBLIC NOTICE

INVITATION TO BID

The State of New Hampshire is soliciting bids for an Employee Shuttle Service. Specifications and bid forms may be obtained at http://admin.state.nh.us/purchasing/bids_posteddte.asp, **Bid 2010-106** or at the Bureau of Purchasing, 25 Capitol Street, Room 102, Concord, N.H. All bids must be submitted to the Bureau of Purchasing no later than 2:00 P.M. on Tuesday, November 17, 2009.

Michael P. Connor, Director
Administrative Services

Easter Seals New Hampshire/Vermont (includes Special Transit Services)

Operating Statement (Unaudited)

12 Months Ending August 31, 2009

	Year - to - Date			Annual
	Actual	**Budget**	**Variance**	**Budget**
Revenues				
Contributed Income	1,873,720	1,654,886	218,834	1,654,886
Fees & Tuitions	39,678,102	34,889,759	4,788,343	34,889,759
Contractual Allowances	(795,716)	(741,800)	(53,916)	(741,800)
NY Clients - NH Services	4,106,619	3,933,936	172,683	3,933,936
Sales to Public	4,067,227	5,106,712	(1,039,485)	5,106,712
Financial Assistance	(2,479,485)	(143,500)	(2,335,985)	(143,500)
Grants	19,273,936	19,049,189	224,747	19,049,189
Foundation Grants	565,526	808,306	(242,780)	808,306
Rental Income	503,531	454,166	49,365	454,166
Investment Income	255,186	411,408	(156,223)	411,408
Miscellaneous Income	424,621	115,000	309,621	115,000
Direct Support/Management Fees	1,577,670	1,812,745	(235,075)	1,812,745
Total Revenues	**69,050,937**	**67,350,807**	**1,700,130**	**67,350,807**
Expenses				
Salaries	36,212,837	37,263,378	(1,050,541)	37,263,378
Salaries - Overtime	1,756,842	-	1,756,842	-
Taxes & Benefits	9,021,638	8,900,931	120,707	8,900,931
Professional Fees	7,394,937	7,819,078	(424,141)	7,819,078
Direct Support/Management Fees	90,000	90,000	-	90,000
Occupancy	2,357,158	2,306,269	50,889	2,306,269
Depreciation	1,501,644	1,682,628	(180,984)	1,682,628
Amortization Expense	11,294	11,989	(695)	11,989
Interest Expense	807,790	776,446	31,344	776,446
Supplies	2,996,776	2,790,135	206,641	2,790,135
Telecommunications	646,800	594,677	52,123	594,677
Postage & Shipping	88,084	101,851	(13,767)	101,851
Printing	90,866	91,964	(1,098)	91,964
Travel Vehicles	1,722,511	1,834,226	(111,715)	1,834,226
Travel Employees	941,620	893,493	48,127	893,493
Meetings & Conventions	316,899	423,166	(106,267)	423,166
Assistance to Individuals	794,476	721,392	73,084	721,392
Membership Dues	77,289	84,530	(7,241)	84,530
Minor Equipment & Rental	380,381	409,151	(28,770)	409,151
Advertisements & Fees	105,011	140,850	(35,839)	140,850
Miscellaneous & Matching	12,308	11,225	1,083	11,225
Bad Debt	1,147,407	40,000	1,107,407	40,000
Total Expenses	**68,474,571**	**66,987,379**	**1,487,192**	**66,987,379**
Net Operating Profit/(Loss)	**576,366**	**363,428**	**212,938**	**363,428**
Permanently Restricted Revenue	100,000	-	100,000	-
Gain on Sales of PP&E	2,386	-	2,386	-
Realized Gain on Investment	131,240	-	131,240	-
Unrealized Gain/(Loss) on Inv	(278,449)	-	(278,449)	-
Non-Operating Excess Bond Int	(152,203)	-	(152,203)	-
Realized Loss on Investment	(1,103,863)	-	(1,103,863)	-
Loss on Sale of PP&E	(3,435)	-	(3,435)	-
Loss Due to Flood	(44,748)	-	(44,748)	-
Disposal of Business Segment	(84,314)	-	(84,314)	-
Loss Due to Bond Reissuance	(303,711)	-	(303,711)	-
Total Non-Operating Items	**(1,737,097)**	**-**	**(1,737,097)**	**-**
Net Profit/(Loss)	**(1,160,731)**	**363,428**	**(1,524,159)**	**363,428**

2009 Easter Seals New Hampshire Board of Directors

Chairman
Ben Gamache, Owner
Gamache Enterprises
16 Lowell St.
Manchester NH 03101
tel: 623-4956
bengamache@gamache.biz

Chairman-Elect
Richard Rawlings,
Mng.Prtnr (Ret)
Northwestern Mutual Life
1779 Elm St.
Manchester NH 03104
tel: 668-8862
dick.rawlings@nmfn.com

Past Chairman
Tim Murray
239 Gould Hill Rd.
Hopkinton NH 03229
tel: 746-6395
tmurray57@aol.com

Vice Chairman
Kevin Duffy, Vice President
Longchamps Electric, Inc.
700 Harvey Rd.
Manchester NH 03103
tel: 625-5954
kevin@longchampselectric.com

Vice Chairman
Cathy Martin, President
SpeakEasy Communications
27 Lowell St. Ste. 201
Manchester NH 003101
tel: 860-0663
cmartin@telecomcorp.com

Treasurer
Robert Smith, Jr., President
Automotive Aftermarket Grp.
10 Iron Horse Dr.
Bedford NH 03110
tel: 626-3880
rsmith@aagproducts.com

Assistant Treasurer
Alan Friedberg, CFO,MBA
Ameriprise Financials
264 S. River Rd.
Bedford NH 03110
tel: 296-0039
alan.d.friedberg@ampf.com

Secretary
Cynthia Makris, Gen'l Mgr.
Naswa Resort
1086 Weirs Blvd.
Laconia NH 03246
tel: 366-4341
cmakris116@aol.com

Assistant Secretary
Charles S. Goodwin
433 North Bay St.
Manchester NH 03104
tel: 622-2323
jaye.goodwin@comcast.net

Chairman - ME
Randy Billmeier, CLU
Northwestern Mutual Financial
24 Preble St. Ste. 400
Portland ME 04101
tel: 207-253-3426
randall.billmeier@nmfn.com

Chairman – NY
John Mascialino, Esq.
Greenberg Traurig, LLP
200 Park Ave. 15th Flr.
NY NY 10166
tel: 212-801-9200
mascialinoj@gtlaw.com

Chairman – Farnum Center
Lori Levesque
PSNH
73 W. Brook St.
Manchester NH 03101
tel: 634-3521
levesfm@nu.com

Chairman - RI
Joel Cooper, President
USI-Rhode Island
475 Kilvert St.
Warwick RI 02886
tel: 401-372-1158
joel.cooper@usi.biz

Michael Reed, President
Stebbins Comm. Properties, Inc.
730 Pine St.
Manchester NH 03104
tel: 669-6323
mreed@stebbinscommercial properties.com

John Samenfeld, President
ProCon, Inc.
PO Box 4430
Manchester NH 03108
tel: 623-8811
jsamenfeld@proconinc.com

David Armstrong, Vice President
Lincoln Financial
One Granite Place
Concord NH 03301
tel: 229-6270
david.armstrong@lfg.com

Jim Merrill, Esq.
Devine Strategies
43 North Main St.
Concord NH 03301
tel: 410-1707
jmerrill@devinemillimet.com

Tom Champagne, Vice President
St. Mary's Bank
200 Bedford St.
Manchester NH 03101
tel: 629-1439
tchampagne@stmarysbank.com

Thomas O'Reilly, President
LogoLoc LTD
540 N. Commercial St.
Manchester NH 03101
tel: 644-4800
tom@logoloc.com

Barry LaBombarde
180 Tower Hill Rd.
Hinsdale NH 03451
tel: 336-7372
barry180@myfairpoint.net

Lisa Brady
317 South Rd.
Candia NH 03034
tel: 483-5612
lbrady317@comcast.net

Aron Brown, Broker
Americorp Real Estate Svs.
80 Palomino Lane Ste. 402
Bedford NH 03110
tel: 625-8500
aron@americorpnh.com

Christine Gordon, Esq.
Wadleigh Starr Peters
95 Market St.
Manchester NH 03101
tel: 669-4140
cgordon@wadleighlaw.com

John Madden, President
JCM Management Company, Inc.
540 N. Commercial St.
Manchester NH 03101
tel: 668-5155
jcmadden@jcmmgt.com

Bill Irwin, Vice President
Irwin Marine
958 Union Ave.
Laconia NH 03246
tel: 524-6661
billirwin@irwinmarine.com

2009 Easter Seals New Hampshire Board of Directors

11/24/09

Clifford Harris, Associate Broker
Prudential Verani Realty
165 S. River Rd.
Bedford NH 03110
tel: 235-0000
Cliff.harris@verani.com

Douglas Goumas, MD
The Orthopaedic Center
35 Kosciuszko St.
Manchester NH 03101
tel: 634-0080
dgoumasmd@tocnh.com

Randy Ellis, Dist. Sales Mgr.
CVS CareMark
48 East Broadway
Derry NH 03038
tel: 434-2600
RHEllis@cvs.com

Henry Clark, *Esq.*
Clark, Hunt and Embry
55 Cambridge Parkway
Cambridge MA 02142
tel: 617-494-1920
hclark@chelaw.com

Timm Runnion, CEO
Mobility Services International
260 Merrimac Street, 4th Floor
Newburyport MA 01950
tel: 978-358-2000
timmrunnion@msimobility.com

Peter Anderson, Director
McLaneGrafRaulerson&Middleton
900 Elm St.
Manchester NH 03101
tel: 628-1410
peter.anderson@mclane.com

Jim Bee
100 Colonel Daniels Dr.
Bedford NH 03110
tel: 626-9764
j1mbee@aol.com

Michael Salter
82 Mack Hill Rd.
Amherst NH 03031
tel: 673-0678
msalter23@aol.com

John Rogers, Vice President
UGL Unicco
275 Grove St.
Auburndale MA 02466
tel: 617-559-4206
jrogers@ugl-unicco.com

Dennis Beaulieu
61 Barnard Hill Rd.
Dunbarton NH 03046
tel: 774-3264
dbeaulieu@gsinet.net

Tom Sullivan, President
Sullivan Construction, Inc.
258 S. River Rd.
Bedford NH 03110
tel: 647-1777 X1621
tsullivan@sullivanconstruction.com

James Flanagan, Vice President
St. Anselm College
100 St. Anselm Dr.
Manchester NH 03102
tel: 641-7221
jflanaga@anselm.edu

Andrew MacWilliam, Partner
Pricewaterhouse Cooper
125 High Street
Boston MA 02110
tel: 617-530-5000
andrew.macwilliam@us.pwc.com

General Counsel & Assistant Secretary
(non voting member)
Bradford Cook, Esq.
Sheehan Phinney Bass + Green
1000 Elm St.
Manchester NH 03101
tel: 627-8110
bcook@sheehan.com

Easter Seals New Hampshire, Inc.
Key Employees

Larry Gammon CEO	325,000
Elin Treanor CFO	210,000
Karen Van der Beken Senior VP Development	155,000
Noel Sullivan Senior VP Operations	200,000
Tina Sharby VP Human Resources	116,000
Katherine Kittle VP/Controller	110,000

MAUREEN GAGE
107 Elm Street
Goffstown, NH 03045
603-384-1194

Work Experience:

Easter Seals of NH
Special Transit Service, Inc.

180 Zachary Road
Manchester, NH 03109

Operations Manager 2004 to present

. Responsible for the daily management operations to facilitate the scheduled transportation deployment of over 80 vehicles

. Supervise and evaluate dispatch, reservation, training , data management staff and driver team leaders

. Prepare the data required by the agency's business office for billing and other purposes

. Prepare required reports for the Vice President and other agencies

. Perform all other duties as may be assigned by the Vice President

Transportation Office Manager 2002 to 2004

Primary Dispatcher 2000 to 2004

Secondary Dispatcher 1997 to 2000

Goffstown Truck Center
East Union Street
Goffstown, NH 03045

Driver 1985 to 1997

Training Instructor 1985 to 1997

Related Experience:	Certified Transit Operations Instructor	1998 to present
	Certified Defensive Driving Instructor	1999 to present
	Certified in Supervisory and Management Training	2002 to present
	RouteMatch Training & National User Conference	2005
	Certification in Passenger Assistance Training (PAT)	

Education:

West High School
Manchester, NH 03102

Diploma with concentration in Business & Accounting

Awards:

Recipient of 1998 New Employee of the Year
Easter Seals of New Hampshire

References:

Available upon request

FREDERICK THOMAS ROBERGE
80 Gem Drive
Manchester, NH 03103

EDUCATION

New Hampshire College, Manchester NH
School of Human Services
Bachelor of Science, 1983

Saint Mary's University, Halifax, Nova Scotia
Sociology-Geography Major 1978-1980

WORK EXPERIENCE

Vice President 1997- Present

Easter Seals of NH, ME, NY, RI, VT.
Responsible for Agency Transportation Services. Executive Management Team

Director 1988-1997
Assistant Director 1987-1988
Administrative Assistant/ Dispatcher 1984 – 1987
Driver /Guide 1980 – 1984

Summary:

Management and oversight of community transportation services in NH, ME, NY, VT and RI. Direct oversight of STS which employs 125 staff as Drivers, Monitors, Dispatchers, Mechanics and Maintenance Technicians, Billing/Clerical Support, and Administration, and operates a fleet of over 80 specially equipped vehicles.

RELATED EXPERIENCE

NH DOT Community Technical Assistance Program (CTAP) Advisory Council 2005 – present

Governors Commission on Disability 1999- Present

Governors Task Force on Community Transportation 2004-2007
State Coordinating Council 2007 - Present

Manchester Transit Authority ADA Advisory Chair1991Present

AWARDS

1989, 1992 Presidents Award for Exceptional Service
1990 Manager of the Year, Easter Seals NH
1992 Outstanding Service award presented by NHTA
1993 Exceptional service award American Red Cross