



New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

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November 2, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs to enter into a contract with Camoin Associates (VC # 317099), of Saratoga Springs, NY, in the amount of \$90,000 in American Rescue Plan (ARP) State and Local Fiscal Recovery Funds for Workforce Assessment from December 9, 2021 through June 30, 2023 effective upon approval by the Governor and Executive Council. 100% Federal Funds.

Funds are available as follows, with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office, if needed, and justified.

	<u>FY 2022</u>	<u>FY 2023</u>
03-022-022-221010-24900000		
ARP Workforce Marketing Program		
069-500567 Promotional and Marketing Exp.	\$70,000	\$20,000

EXPLANATION

To better understand the circumstances surrounding workforce conditions in New Hampshire and know how best to assist businesses in recruiting workforce, the Department of Business and Economic Affairs (BEA) issued a Request for Proposals (RFP) for a Workforce Assessment Consultant to formulate a strategic plan on statewide workforce needs and labor recruitment to New Hampshire. The contractor will assess the specific workforce shortfalls for key business sectors in New Hampshire while researching opportunities outside of the state for talent recruitment.

The RFP for a Workforce Assessment Consultant was issued on September 16, 2021. Notice was sent to nine agencies and the RFP was posted on nheconomy.com and admin.state.nh.us. Subsequently, three vendors submitted formal written proposals on October 6, 2021.

100 North Main Street, Suite 100
Concord, New Hampshire 03301

603.271.2341

visitnh.gov nheconomy.com choosenh.com

A selection committee comprised of BEA staff (Schedule #2) reviewed and scored the proposals (Schedule #1). Camoin Associates were ultimately awarded the contract with BEA. Scoring is included as Schedule #3.

Camoin Associates based in Saratoga Springs, NY, is a full-service economic development business lead generation firm. Their team combines decades of experience in regional and statewide strategic development and knowledge in advanced labor market analysis. Camoin Associates specializes in in-depth analysis of occupations in target industries to help economic development organizations coordinate training and recruitment of in-demand skills and occupations. They have done similar work for North and South Dakota, Nevada, Utah, and Alaska.

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

Respectfully submitted by,

A handwritten signature in black ink, appearing to read 'T. Caswell', with a stylized initial 'T' and a long, sweeping underline.

Taylor Caswell
Commissioner

Department of Business and Economic Affairs
Division of Travel and Tourism Development
Workforce Assessment Consultant RFP
Written and Oral Proposal Scoring Criteria

Schedule #1

Proposals were reviewed, evaluated, and scored by an evaluation committee. Evaluation of proposals were based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

	Max. Points	Score
1. EXPERIENCE AND QUALIFICATIONS OF KEY STAFF & SUBCONTRACTORS Our evaluation will include an assessment of the history of your company, your company, and its key staff members' experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.	30	
2. APPROACH TO SCOPE OF WORK Our evaluation will include an assessment of the strategy, tactics and budget that will address the items of the Scope of Work in RFP Section 5.	40	
3. CREATIVITY/INNOVATION Our evaluation will include an assessment of the quality of proposed strategies and creativity as demonstrated by the required project.	15	
4. BUDGET APPROACH / COST EFFECTIVENESS Effective and efficient delivery of quality content and services is demonstrated in relation to the fee and value of overall project. The budget is reasonable and appropriate. Approach to fee structure is balanced and structured to maximize investment.	15	
TOTAL POINTS	100	

Vendors were scored on the criteria above and three research companies were invited for in-person interviews.

- Camoin Associates, Inc. – 120 West Avenue, Suite 303, Saratoga Springs, NY 12866
- McKinsey & Company – 1200 19th Street NW, Suite 1000, Washington, DC 20036
- Thomas P. Miller Associates – 1630 N Meridian St., Suite 430, Indianapolis, IN 46202

IN-PERSON INTERVIEW EVALUATION CRITERIA

The presentations allowed finalists to demonstrate their understanding of the project objectives, and to articulate their capability to meet or exceed the requirements of this RFP.

The following criteria were used for scoring the oral interview, total points 50.

1. Knowledge of New Hampshire's Business Sector
2. Experience with Strategic Development (Successes)
3. Responses to Follow-up Questions
4. Measurement and ROI tracking mechanism
5. Staff expertise and professionalism
Score – Each worth 10 points

Schedule #2

**Department of Business and Economic Affairs
Division of Travel and Tourism Development
Workforce Assessment Consultant RFP
Proposal Review Committee**

Lori Harnois, Director
Division of Travel & Tourism Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-2665 Lori.J.Harnois@livefree.nh.gov

Amy Bassett, Deputy Director
Division of Travel & Tourism Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-2665 Amy.O.Bassett@livefree.nh.gov

Tina Kasim, Deputy Director
Division of Economic Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-2591 Tina.Kasim@livefree.nh.gov

Joseph Doiron, Director
Office of Workforce Opportunity
100 North Main Street, Suite 100, Concord, NH 03301
603-271-7275 Joseph.A.Doiron@livefree.nh.gov

Department of Business and Economic Affairs
 Division of Travel and Tourism Development
 Workforce Assessment Consultant
 Written Proposals and Oral Presentation Evaluation

SCHEDULE #3

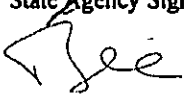
	<u>Camoin</u>	<u>Mckinsey&C</u>	<u>Thomas P.</u>
Written Presentations		<u>O.</u>	<u>Miller</u>
Amy Bassett	85	78	80
Lori Harnios	75	70	70
Tina Kasim	77	81	83
Joe Dorion	84	75	89
Written Totals	321	304	322
Oral Presentations			
Amy Bassett	42	37	39
Lori Harnios	47	40	43
Tina Kasim	50	43	48
Joe Dorion	46	40	45
Oral Totals	185	160	175
TOTAL	506	464	497

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS**I. IDENTIFICATION.**

1.1 State Agency Name Department of Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Suite 100, Concord, NH 03301	
1.3 Contractor Name Camoin Associates, Inc.		1.4 Contractor Address 120 West Avenue, Suite 303, Saratoga Springs, NY 12866	
1.5 Contractor Phone Number 518-899-2608	1.6 Account Number 24900000/500567	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$90,000.00
1.9 Contracting Officer for State Agency Lori Harois		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature  Date: 10/22/2021		1.12 Name and Title of Contractor Signatory Robert Camoin, President and CEO	
1.13 State Agency Signature  Date: 11/2/2021		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Isl Stacie M. Maeser</i> On: November 8, 2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A SPECIAL PROVISIONS

There are no special provisions in this contract.

EXHIBIT B SCOPE OF SERVICES

Camoin Associates will formulate a strategic plan on statewide workforce needs and labor recruitment to New Hampshire. They will assess the specific workforce shortfalls for key business sectors in New Hampshire while researching opportunities outside of the state for workforce recruitment.

Contract deliverables:

- Provide a targeted industry workforce analysis report to include:
 - Labor Market Analysis
 - Skills, Education, and Training Assessment
- Provide a competitive analysis for talent recruitment.
- Develop a scope of work for a creative agency RFP to conduct marketing using targeting data developed under this program.
- Work collaboratively with the creative agency and BEA to help develop marketing/communications plans. Provide additional oversight through the campaigns as necessary.
- Provide monthly reports of progress and provide a final report for the first two bullets.

**EXHIBIT C
SCHEDULE AND PAYMENTS**

Service	Rate
Project Kickoff	\$2,625
Targeted Industry Workforce Analysis	\$13,425
Competitive Analysis for Talent Recruitment	\$12,800
Reporting	\$8,800
Social Media Advertising + RFP Development	\$8,045
Ongoing Oversight	\$26,920
Expenses	\$2,385
Additional and Special Projects	\$15,000
TOTAL	\$90,000

Camoin Associates will invoice the state using the above fee rates. All costs must be net to the State of New Hampshire.

Payments will be invoiced by Camoin Associates by the terms noted above. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

State of New Hampshire

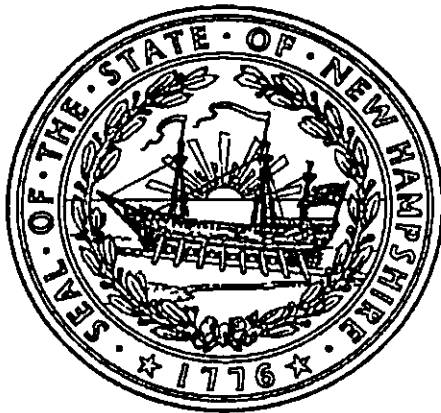
Department of State

CERTIFICATE OF AUTHORITY OF CAMOIN ASSOCIATES, INC

The Secretary of State of the State of New Hampshire hereby certifies that an Application of **CAMOIN ASSOCIATES, INC** for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to **CAMOIN ASSOCIATES, INC** to transact business in this State under the name of **CAMOIN ASSOCIATES, INC**, and attaches hereto a copy of the Application for such Certificate.

Business ID: 884531



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of October 2021 A.D.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Jim Damicis, Senior Vice President, hereby certify that I am duly elected
Clerk/Secretary/Officer of
(Name)

Camoin Associates, Inc.. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on October 22, 2021,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Robert J. Camoin, President & CEO (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Camoin Associates, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 10/22/2021

ATTEST:

(Name & Title)

Jim Damicis
Senior Vice President

10/27/2021
Ruben Darlo Lozano
Notary

Ruben Darlo Lozano
Notary Public, State of Maine
My Commission Expires Oct 18, 2026

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2021

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amsure 31 Church Street - 4th Floor PO Box 336 Saratoga Springs, NY 12866	CONTACT NAME: Matthew S. Ellis PHONE (A/C, No, Ext): 518 584-5300 FAX (A/C, No): 518 584-7306 E-MAIL ADDRESS: mellis@amsureins.com																					
INSURED Camoin Associates, Inc. 120 West Avenue, Suite 303 Saratoga Springs, NY 12866	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Sentinel Insurance Company</td><td>11000</td></tr> <tr> <td>INSURER B :</td><td>Hartford Fire Insurance Company</td><td>19682</td></tr> <tr> <td>INSURER C :</td><td>Lloyd's of London Underwriters</td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Sentinel Insurance Company	11000	INSURER B :	Hartford Fire Insurance Company	19682	INSURER C :	Lloyd's of London Underwriters		INSURER D :			INSURER E :			INSURER F :		
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INSURER C :	Lloyd's of London Underwriters																					
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:		01SBABF0733	03/25/2021	03/25/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		01SBABF0733	03/25/2021	03/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000		01SBABF0733	03/25/2021	03/25/2022	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	01WECAF5VUL	03/25/2021	03/25/2022	PER STATUTE ☐ 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
A	Professional		01SBABF0733	03/25/2021	03/25/2022	\$2,000,000
C	Professional		PSJ0020108031	07/24/2021	07/24/2022	\$1,000,000

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

Division of Travel and Tourism Development, Department of Business and Economic Affairs State of New Hampshire is included as an additional insured when required in written contract.

CERTIFICATE HOLDER

CANCELLATION

Division of Travel and Tourism Development Department of Business and Economic Affairs State of New Hampshire 100 North Main Street, Suite 100 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 
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