

72 JB



Over \$1.5 billion to education

GOVERNOR Margaret Wood Hassan
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER Doug Scamman
EXECUTIVE DIRECTOR Charles R. McIntyre

July 11, 2013

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

REQUESTED ACTION

The New Hampshire Lottery Commission® respectfully requests authorization to enter into a contract with Johnson & Hill Staffing Services, Inc., 95 State Street, Suite 501, Springfield, Massachusetts, 01103 (Vendor Code 84946) for temporary staffing services for the Lottery booth at the Eastern States Exposition from September 13, 2013 through September 29, 2013, at a maximum cost of \$9,582.30. (approximately 630 hours at \$15.21 per hour). The contract includes two one year options to extend, at the price indicated in the proposal, subject to successful vendor performance and Governor and Council approval. The following appropriation code will be charged:

Other Personnel Expenses: 06-83-83-10290001-500109 \$9,582.30

EXPLANATION

On April 11, 2013, competitive bid pricings were requested from five staffing companies with responses due by May 1, 2013. A Request for Bids advertisement was placed in the New Hampshire Union Leader on April 11, 12 & 14. Johnson & Hill Staffing Services Inc., and Manpower were the only two temporary staffing companies to respond with quotes by the deadline. Johnson & Hill Staffing Services Inc. provided a quote of \$15.21 per hour for services; and Manpower provided a quote of \$15.25-\$16.50 per hour for services.

Lottery sales at the Eastern States Exposition the last few years have exceeded \$200,000 each year. We process thousands of cash transactions during the Exposition and have been successful in accounting for those transactions each year. In addition to the temporary staffing, two full-time lottery employees will be in attendance and will supervise the Lottery booth.



Live Free or Die

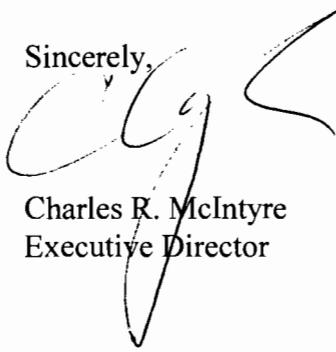
New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com

Below is information regarding the companies contacted during the bid process. The five companies contacted were as follows:

1. Johnson & Hill Staffing Services, Inc.; Springfield, Massachusetts, responded with a bid of \$15.21 per hour.
2. Manpower, Springfield, MA responded with a bid of \$15.25-\$16.50 per hour
3. Marathon Staffing, Tyngsboro, MA did not respond
4. J. Morrissey & Co., Springfield, MA did not respond
5. Reliable Temps, Agawam, MA did not respond.

A copy of the Johnson & Hill Staffing Services, Inc. contract is attached. The contract has been reviewed and approved by the Office of the Attorney General.

Sincerely,

A handwritten signature in black ink, appearing to read 'C.R. McIntyre', with a long horizontal flourish extending to the right.

Charles R. McIntyre
Executive Director

Enclosures

Subject:

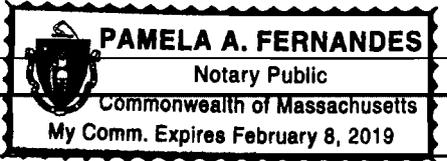
Temporary Staffing - Eastern States Exposition

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Lottery Commission		1.2 State Agency Address 14 Integra Drive, Concord, New Hampshire, 03301	
1.3 Contractor Name Johnson & Hill Staffing Services Inc.		1.4 Contractor Address 95 State St., Suite 501, Springfield, MA 01103	
1.5 Contractor Phone Number 413-746-3535	1.6 Account Number 83-83-1029001-50-500109	1.7 Completion Date September 29, 2013	1.8 Price Limitation \$9,582.30
1.9 Contracting Officer for State Agency Charles R. McIntyre, Executive Director		1.10 State Agency Telephone Number 603-271-3391	
1.11 Contractor Signature <i>Andrew T. Hill</i>		1.12 Name and Title of Contractor Signatory <i>Andrea E. Hill, President</i>	
1.13 Acknowledgement: State of <u>Mass.</u> , County of <u>Hampden</u> On <u>June 24, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace: <i>Pamela Fernandes</i>			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>CGK</i>		1.15 Name and Title of State Agency Signatory Charles R. McIntyre, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>[Signature]</i> Director, On: <u>7-31-13</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>7/15/13</u>			
1.18 Approval by the Governor and Executive Council By: On:			

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

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

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

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

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

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

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

Contractor Initials OCB
Date 6.24.13

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials QEH
Date 6.24.13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

Contractor Initials PEH
Date 6.24.13

EXHIBIT A

SCOPE OF SERVICES

Contractor agrees to provide personnel to staff the Lottery booth at the Eastern States Exposition to aid Lottery personnel in the selling and promoting of New Hampshire Lottery® Commission tickets from 9:30 a.m. to 9:00 p.m. each day, from September 13, 2013 through September 29, 2013. It will be necessary for the daytime staff to arrive at 8:45 a.m. on September 13 for training purposes.

Johnson & Hill Staffing Services, Inc. shall provide (3) Johnson & Hill persons on duty during the daytime hours (9:30 a.m. to 5:00 p.m.) and two (2) Johnson & Hill persons on duty during the evening hours (5:00 p.m. to 9:00 p.m.) During the weekends, in addition we shall need an additional person on duty as needed--approximately sixteen (16) hours each weekend.

It shall be left to the discretion of the Lottery Commission to designate any change in hours and/or number of Johnson & Hill persons as needed and required.

EXHIBIT B

PAYMENT SCHEDULE OF SERVICE FEE FOR JOHNSON & HILL STAFFING SERVICES, INC. AND THE NEW HAMPSHIRE LOTTERY COMMISSION

Fee Arrangement: Compensation rate is \$15.21 per person per hour for the seventeen (17) day period. Maximum amount of this contract is \$9,582.30. The term of this contract is for one year, with two one (1) year renewal options available, upon the written consent of both parties, at the same price as indicated in the proposal.

EXHIBIT C

SPECIAL PROVISIONS

Contractor agrees to contact Lisa Nadeau by August 13, 2013 or sooner to make arrangements for the temporary staffing services for the lottery booth at the Eastern States Exposition.

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 JOHNSON & HILL STAFFING SERVICES, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on July 12, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of June, A.D. 2013

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

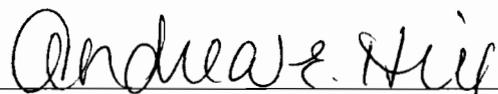
William M. Gardner
Secretary of State

WRITTEN CONSENT OF ALL DIRECTORS OF
JOHNSON & HILL STAFFING SERVICES, INC.
TO ACTION

Pursuant to the provisions of Chapter 156B, Section 59 of the General Laws of Massachusetts, the undersigned, being all of the Directors of **JOHNSON & HILL STAFFING SERVICES, INC.**, a Massachusetts corporation, with a principal place of business in Springfield, Massachusetts, here consents to the following actions and adopts the following votes and directs that this writing be placed with the records of the special meetings of the directors of the corporation to be treated for all purposes as votes taken at a meeting.

1. This written consent shall be considered a special meeting of the Board of Directors of the corporation held on June ~~27~~, 2013.
2. VOTED: That the corporation enter into a contract with the State of New Hampshire, acting through the New Hampshire Sweepstakes Commission.
3. VOTED: that the President hereby is authorized on behalf of the Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments and any amendments, revisions or modifications thereto, as she may deem necessary, desirable or appropriate.
4. VOTED: That the President of the Corporation be authorized on behalf of the Corporation to execute any and all agreements with the New Hampshire Sweepstakes Commission, State of New Hampshire relative to the provision of services on behalf of the Commission, and further authorize said **ANDREA E. HILL** as President to execute any and all documents which in her judgment are desirable and necessary to effectuate the purpose of the resolution.

IN WITNESS WHEREOF, we have hereunto set our hands and executed this written consent on June ~~27~~, 2013.



Andrea E. Hill, Director

CERTIFICATE OF VOTE

I, **FRANCIS CATALDO**, DO HEREBY CERTIFY THAT:

I am the duly elected Treasurer of Johnson & Hill Staffing Services, Inc. (the "Corporation.").

The following are true copies of resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on June ~~21~~ 2013.

RESOLVED: That the Corporation enter into a contract with the State of New Hampshire, acting through the New Hampshire Sweepstakes Commission concerning the following matter:

To provide staffing personnel for the Sweepstakes Booth at the Eastern States Exposition September 13, 2013 – September 29, 2013.

RESOLVED: That the President of the Corporation namely; **ANDREA E. HILL**, hereby is authorized on behalf of the Corporation to enter into the said contract with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications hereto, as she may deem necessary, desirable or appropriate.

RESOLVED: That the President of the Corporation namely; **ANDREA E. HILL**, be authorized on behalf of the Corporation to execute any and all agreements with the New Hampshire Sweepstakes Commission, State of New Hampshire relative to the provision of services on behalf of the Commission, and further authorize said **ANDREA E. HILL** as President to execute any and all documents which in her judgment are desirable and necessary to effectuate the purpose of this resolution.

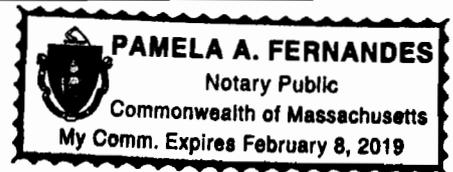
The foregoing resolutions have not been amended or revoked and remain in full force and effect as of the date hereof.



FRANCIS CATALDO,
Treasurer

COMMONWEALTH OF MASSACHUSETTS
Hampden County, ss.

The foregoing instrument was acknowledged before me this ~~21st~~ day of June, 2013.


Notary Public

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JW
JOHNS-4

DATE (MM/DD/YYYY)
06/17/13

PRODUCER Chase Clarke Stewart & Fontana 101 State Street, P.O. Box 9031 Springfield MA 01102 Phone: 413-788-4531 Fax: 413-214-6160	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.												
INSURED Johnson & Hill Staffing Serviv Johnson & Hill Management 95 State Street Springfield MA 01103	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: AIM Mutual Ins Co-AR</td> <td></td> </tr> <tr> <td>INSURER B: Arbella Facility CAR</td> <td></td> </tr> <tr> <td>INSURER C: Zurich American Ins</td> <td></td> </tr> <tr> <td>INSURER D: American Guarantee Liability</td> <td></td> </tr> <tr> <td>INSURER E: Travelers Property & Casualty</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: AIM Mutual Ins Co-AR		INSURER B: Arbella Facility CAR		INSURER C: Zurich American Ins		INSURER D: American Guarantee Liability		INSURER E: Travelers Property & Casualty	
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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
C		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> E&O/EPLI GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRA 9698767	04/05/13	04/05/14	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/PROP AGG \$ 2000000 Emp Ben. 1000/2000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1020008682	10/28/12	10/28/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
D		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	UMB9467252	04/05/13	04/05/14	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$
E A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	6KUB-5B55710-7-12 CT VWC6005236012012MA)	08/13/12 02/25/13	08/13/13 02/25/14	WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ 1000000 E L DISEASE - EA EMPLOYEE \$ 1000000 E L DISEASE - POLICY LIMIT \$ 1000000
E		OTHER Crime	105570105	02/28/13	02/28/14	

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

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Lottery Commission 14 Integra Drive Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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 James H. Stewart
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ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JW
JOHNS-4

DATE (MM/DD/YYYY)
06/17/13

PRODUCER Chase Clarke Stewart & Fontana 101 State Street, P.O. Box 9031 Springfield MA 01102 Phone: 413-788-4531 Fax: 413-214-6160	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 #
INSURED Johnson & Hill Staffing Serviv Johnson & Hill Management 95 State Street Springfield MA 01103	INSURER A:	AIM Mutual Ins Co-AR
	INSURER B:	Arbella Facility CAR
	INSURER C:	Zurich American Ins
	INSURER D:	American Guarantee Liability
	INSURER E:	Travelers Property & Casualty

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
C		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> P E&O/EPLI GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRA 9698767	04/05/13	04/05/14	EACH OCCURRENCE \$ 1000000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 Emp Ben. 1000/2000				
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1020008682	10/28/12	10/28/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
		BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
D		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	UMB9467252	04/05/13	04/05/14	EACH OCCURRENCE \$ 1000000
		AGGREGATE \$ 1000000				
E A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	6KUB-5B55710-7-12 CT	08/13/12	08/13/13	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
		VWC6005236012012MA)	02/25/13	02/25/14		
E		OTHER Crime	105570105	02/28/13	02/28/14	

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

CERTIFICATE HOLDER New Hampshire Lottery Commission 14 Integra Drive 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 <u>10</u> 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 James H. Stewart
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June 21, 2013

Mr. Len Mannino, Security Director
New Hampshire Lottery Commission
14 Integra Drive
Concord, New Hampshire 03301

Dear Mr. Mannino:

This statement will serve to verify to the New Hampshire Lottery Commission that Johnson & Hill Staffing Services will conduct criminal background checks on all of the personnel we will be providing to staff the lottery booth during the Eastern States Exposition from September 13, 2013 through September 29, 2013.

Sincerely,



PAMELA A. FERNANDES,
Director of Client Services