

36
Beal

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

MICHAEL A. DELANEY
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

April 4, 2013

Her Excellency Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Justice to enter into a contract with the Tsunis Holding, Inc. d/b/a Holiday Inn, Concord, NH 03301 (Vendor #163771-B001) in the amount not to exceed \$3,300 for the purpose of providing a handicapped accessible room and refreshments for the annual Municipal Trustees Seminars effective upon Governor and Council approval through May 30, 2013. 100% Other Funds (Charitable Trust Fees).

Funding is available in account #02-20-20-201010-2621, Department of Justice, Charitable Trust as follows:

| <u>Class</u> | <u>Description</u> | <u>Amount</u> |
|--------------|---------------------------|---------------|
| 020-500559 | Training Facility Rentals | \$3,300 |

EXPLANATION

The Department of Justice, Charitable Trust Unit provides supervision, administration and enforcement of charitable trusts (including trusts held by municipal trustees), charitable solicitations and charitable sales promotions.

This annual training for municipal trustees is the only training provided to these elected officials who devote a substantial amount of time to their towns. Conducted with input from the Department of Revenue Administration, the trainings include:

- Review of statutes, rules and case law that are required to be followed by cemetery trustees, library trustees, and trustees of trust funds, and review of the duties of the trustees as outlined in New Hampshire laws;
- Explanation of the reports trustees must complete for their towns and the various state agencies;

- Information on various investment options provided to the trustees of trust funds.

This is the 28th year we have offered this training to municipal trustees. The trainings are always well attended and we receive positive feedback from the attendees on the content of the information, material presented, and the state employees who do the presentations.

Not only do we invite cemetery trustees, library trustees, and trustees of trust funds to attend these trainings, we also invite boards of selectmen and other town officials, as well as any interested person, to come and learn how towns administer the funds entrusted to them for the public good.

The trainings are scheduled as follows:

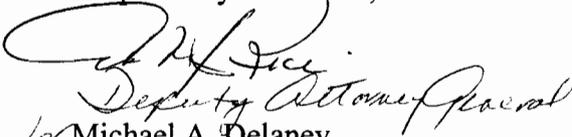
- May 13, 2013, 8:00 a.m. – 4:30 p.m. Approximately 150 attendees for the morning (cemetery trustees) and 100 in the afternoon (library trustees)
- May 29, 2013, 8:00 a.m. – 4:30 p.m. Approximately 100 attendees for this all-day session (new trustees of trust funds)
- May 30, 2013, 1:00 p.m. – 4:30 p.m. Approximately 150 attendees for this half-day session (advanced trustees of trust funds)

Requests for bids were sent to three facilities in the Concord area and only two responded, the Grappone Center and Tsunis Holding, Inc. d/b/a Holiday Inn. The Tsunis Holding, Inc. d/b/a Holiday Inn bid was the lowest bid.

Please let me know if you have any questions concerning this request.

Your consideration is greatly appreciated.

Respectfully submitted,


Deputy Attorney General
for Michael A. Delaney
Attorney General

MAD/k
#882818

BIDS FOR MUNICIPAL TRUSTEES SEMINARS

MAY 13, 29, AND 30, 2013

| | <u>ROOM RENTAL</u> | <u>BEVERAGE SERVICE</u> |
|-----------------|--------------------|-------------------------|
| HOLIDAY INN | \$400.00 PER DAY | \$3.84 (INCLUSIVE) |
| GRAPPONE CENTER | \$500.00 PER DAY | \$3.75 PLUS TAX |
| CONCORD GATEWAY | NONE RECEIVED | NONE RECEIVED |

Subject: AGREEMENT WITH Tsunis Holding d/b/a Holiday Inn

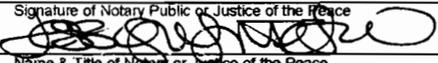
Comment [KLB1]: NEED ALTERNATE W-9 FORM!!!

AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

| | | | |
|---|----------------------------------|---|---------------------------------|
| 1.1 State Agency Name DEPARTMENT OF JUSTICE | | 1.2 State Agency Address 33 CAPITOL STREET CONCORD, NH 03301 | |
| 1.3 Contractor Name Tsunis Holding d/b/a Holiday Inn | | 1.4 Contractor Address 172 North Main Street Concord, NH 03301 | |
| 1.5 Account No. | 1.6 Completion Date 5/30/2013 | 1.7 Audit Date | 1.8 Price Limitation \$3,300 |
| 1.9 Contracting Officer for State Agency Terry M. Knowles, Assistant Director | | 1.10 State Agency Telephone Number 603-271-3591 | |
| 1.11 Contractor Signature <i>Marlys Rich</i> | | 1.12 Name & Title of Contractor Signor <i>Marlys Rich - Sales Manager</i> | |
| 1.13 Acknowledgment. State of <u>NH</u> , County of <u>merrimack</u> On <u>3/27/13</u> before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  | | | |
| 1.13.2 Name & Title of Notary or Justice of the Peace <i>Jessilyn Tetto, Notary Public comm exp 8/2017</i> | | | |
| 1.14 State Agency Signature(s) <i>Rosemary Waples</i> | | 1.15 Name/Title of State Agency Signor(s) <i>Rosemary Waples, Dir. of Adm.</i> | |
| 1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____ | | | |
| 1.17 Approval by Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> Assistant Attorney General, On: <u>4/5/13</u> | | | |
| 1.18 Approval by the Governor and 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 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services"). | | | |
| 3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6. | | | |
| 4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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 those 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 1.5 in the event funds in that account are reduced or unavailable. | | | |

It is unlawful to make any alteration to the text of this document.
A signature on this document signifies that no alterations have been made to the original text or format.

5. CONTRACT PRICE; LIMITATION ON PRICE; PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

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 RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything 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 of these general provisions.

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 vendor 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 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 (41C.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 and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. 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 The Contractor shall not hire, and shall permit no 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 has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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.

8. EVENT OF DEFAULT, REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant 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; and

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; and

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

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 On and after the Effective Date, 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 RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require 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 to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in 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, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or 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 shall survive the termination of this Agreement.

14. INSURANCE AND BOND.

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, both for the benefit of the State, 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 incident; and

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

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **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, or any subsequent Event. No express failure of 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 default on the part of the Contractor.

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, above.

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 Council of the State of New Hampshire.

18. **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.

19. **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.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **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 understanding.

It is unlawful to make any alteration to the text of this document.

A signature on this document signifies that no alterations have been made to the original text or format.

EXHIBIT A

Scope of Services

Day 1: Handicapped Accessible Room, May 13, 2013, 8:00 a.m. – 4:30 p.m., set up classroom style for meeting, attendance approximately 150 attendees in the morning, 100 in the afternoon, \$400 plus tax (tax exempt if billed to the State)

Beverage service of coffee, tea, water, soft drinks at \$3.84 per person (all inclusive) totaling \$1,360 for the day

Day 2: Handicapped Accessible Room, May 29, 2013, 8:00 a.m. – 4:30 p.m., set up classroom style for meeting, attendance approximately 100 attendees, \$400 plus tax (tax exempt if billed to the State)

Beverage service of coffee, tea, water, soft drinks at \$3.84 per person (all inclusive), total \$1,168 for the day

Day 3: Handicapped Accessible Room, May 30, 2013, 1:00 p.m. – 4:30 p.m., set up classroom style for meeting, attendance approximately 120, \$300 plus tax (tax exempt if billed to the State)

Beverage service of coffee, tea, water, soft drinks at \$3.84 per person (all inclusive), total \$760 for the half-day

Misc: Registration area (one table and chair)

A/V Requirements: Screen, microphone, lectern at no charge, table at front of room for PowerPoint (P/P provided by DOJ)

Additional meals and audio/visual equipment will be paid directly by the Department of Justice.

EXHIBIT B

TERMS OF PAYMENT

Price: \$1,100 rental for Handicapped Accessible Room, room to be set classroom style for 150 people. Beverage service of \$3.84 per person (all inclusive), total approximately \$2,800.00.

Payment made within 45 days of receipt of invoice, payment by state check.

EXHIBIT C

SPECIAL PROVISIONS

1. Provision 14.1.1 is modified as follows: “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 occurrence and excess/umbrella liability in amounts of not less than \$1,000,000 per occurrence.

CORPORATE CERTIFICATE OF AUTHORITY

I, the undersigned officer of Tswnic Holding Inc. DBA Holiday Inn Concord
(Enter Name of Corporation)

certify that as of 3/27, 2013, that Markys Rich
(Name of Person Signing Contract)
is authorized to enter into a contract agreement with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. This resolution has not been amended or revoked, and remains in full force and effect as of the date hereof.

Robert M. Kelly Jr

Signature of Clerk or Secretary

Richard M. Kelly Jr

Printed Name of Clerk or Secretary

General Manager

Title

STATE OF New Hampshire

County of Merrimack

The foregoing instrument was acknowledged before me this 27th day of

MARCH, 2013, by Richard M. Kelly Jr
(Name of person signing above)

(NOTARY SEAL)

Jessy Lyn Tetro
Notary Public / Justice of the Peace

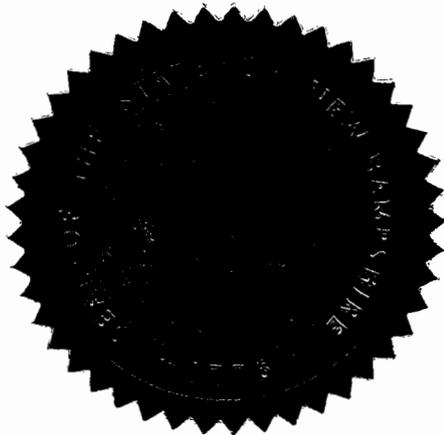
Commission Expires: _____

Jessy Lyn Tetro
Notary Public, State of New Hampshire
My Commission Expires Aug. 22, 2017

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 TSUNIS HOLDING INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 16, 1985. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of March, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|---------------------------------------|
| PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511 | CONTACT NAME: Karen Stapley | |
| | PHONE (A/C. No. Ext): (603) 224-2562 | FAX (A/C. No.): (603) 224-8012 |
| E-MAIL ADDRESS: kstapley@rowleyagency.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Citizens Insurance Co. | | 31534 |
| INSURER B: Allmerica Financial Benefits | | 41840 |
| INSURER C: Hanover American Insurance | | 36064 |
| INSURER D: EastGuard Insurance Co. | | 14702 |
| 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|--|--|--|----------|---|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY | | | ZBV9154863 \$1,000,000 Limit PER OCCURRENCE/AGGREGATE | 5/27/2012 | 5/27/2013 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | <input checked="" type="checkbox"/> Liquor Liability | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | | GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY | | | AWV 9164302 | 5/27/2012 | 5/27/2013 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB | <input checked="" type="checkbox"/> OCCUR | | UHV9154864 | 5/27/2012 | 5/27/2013 | EACH OCCURRENCE \$ 14,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 14,000,000 |
| | <input type="checkbox"/> DED | <input type="checkbox"/> RETENTION \$ | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | CHWC354455 | 5/27/2012 | 5/27/2013 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

CERTIFICATE HOLDER **CANCELLATION**

| | |
|---|--|
| Attorney Generals Office 303 Capital St. 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 Gary Stevens/KS  |