



State of New Hampshire

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

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

April 22, 2015

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Risk Management Unit (RMU), to enter into a contract with The Rowley Agency, Concord, New Hampshire (VC #154464) in the amount of \$64,500 for Producer Services for Property and Casualty Insurance for the State, upon Governor & Council approval, for the period effective July 1, 2015 through June 30, 2018.

Funding will be available in the individual agency's expenditures, contingent upon availability and continued appropriations for all fiscal years.

EXPLANATION

RMU is requesting approval of the attached three-year contract for Producer Services for Property and Casualty Insurance. On March 5, 2015, the RMU issued RFB 2015-172 *Producer Services for Property and Casualty Insurance* seeking bids for producer services. The RFB was posted on the State's website, advertised in the Union Leader from March 9th through March 11th, and emailed or faxed to 104 vendors to notify them of the bid. The RMU received two conforming bids in response to RFB 2015-172, one from the Rowley Agency and one from incumbent Ferdinando Insurance Agency (FIAI, Inc.). The Rowley Agency offered the lowest fixed price annual fee for the three-year term. The Rowley Agency will be paid a fixed annual fee so the State will not be charged a commission or agency fee for policies purchased through this contract.

The contract requires The Rowley Agency as directed by RMU to solicit insurance quotes from insurance carriers and to submit a quotation analysis report with a recommendation for award. The producer will also negotiate with carriers for the lowest possible premium rate. The Rowley Agency will administer the insurance account directly with the carrier once each insurance policy is in place. The contract also requires The Rowley Agency to produce a statewide comprehensive insurance risk assessment in the first year of the contract and to provide updates in the second and third years of the contract to assist the state in the review and design of its risk management program. This contract provides access to invaluable expertise and support from an account executive and a team of insurance professionals resulting in a more efficient and cost effective method of meeting the State's risk and insurance needs.

The Department of Administrative Services respectfully requests the approval of this contract.

Respectfully submitted,


Joseph Bouchard
Assistant Commissioner

STATE OF NEW HAMPSHIRE
Department of Administrative Services
Risk Management Unit
Bid # 2015-172
DATE: 03/23/2015 @ 11:00 AM
Producer Services for Property & Casualty Insurance

VENDOR	<u>3 YEAR PRICE</u>
The Rowley Agency*	\$64,500.00
Cross Insurance	\$69,000.00

*Indicates award made to this bidder	
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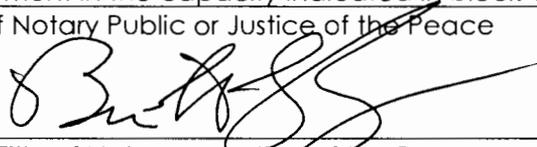
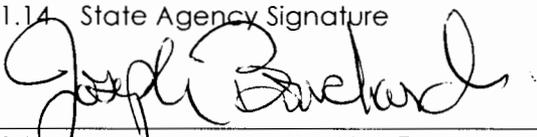
Subject: Producer Services for Property and Casualty Insurance

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.2 Contractor Name The Rowley Agency		1.4 Contractor Address 139 Loudon Road, Concord, NH 03302	
1.5 Contractor Phone Number 603-224-2562/800-238-3840	1.6 Account Number Individual Agency Expenditures	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$64,500
1.9 Contracting Officer for State Agency Catherine A. Keane, Administrator Risk Management Unit		1.10 State Agency Telephone Number 603 271-3180	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert C. Simpson II, Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>4/6/14</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 and Title of Notary or Justice of the Peace <u>BRUCE H. LANGLEY, Notary Public</u> <u>My Commission Expires November 14, 2017</u> <u>BRUCE H. LANGLEY</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joseph Bouchard, Assistant Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4/12/15</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.

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.

Contractor Initials RC
Date 9/6/15

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 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.

EXHIBIT A

PURPOSE

The Rowley Agency (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, Department of Administrative Services Risk Management Unit, with Producer Services for Property and Casualty Insurance in accordance with NH State Bid 2015-172 and described herein. The terms "Contractor" and "Producer" are used interchangeably and are intended to be synonymous.

TERM

This contract shall commence on July 1, 2015, or upon Governor and Executive Council approval, whichever is later, and expire on June 30, 2018, a period of 3 years. After the policy termination date of June 30, 2018, the contract may be renewed for up to an additional term of one year upon terms and conditions as the parties may mutually agree and upon the approval of the Governor and Council.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

SCOPE OF WORK

The Contractor shall act as the broker of record on behalf of the State for soliciting and negotiating property and casualty insurance coverage and providing related services as specified in RFB 2015-172. The State shall contract directly with the producer for insurance coverage, including coverage requiring additional G&C approval, and related services.

The scope of services shall include a comprehensive insurance risk assessment of the State, the solicitation of insurance coverage from insurance companies as a representative of the State, and general administration of the account for the insurance policies shown in Appendix B.

Specific responsibilities shall include but not be limited to:

A. RISK ASSESSMENT

The Contractor shall identify, evaluate and assess the risks facing the State. The State seeks to have the Contractor give professional advice on the State's total cost of risk, assist RMU with the identification and management of statewide risks and secure coverage based on those needs in a cost-effective manner. The report shall include the topics covered in this section.

In particular, the producer shall:

- identify, prioritize and address state agency risks. Review schedules, inventories and property values and any other information the producer and RMU believe would be helpful to the analysis. RMU shall facilitate the producer's access to RMU's insurance documents, agency operations and personnel so that the producer has enough information to complete this report. Please note the producer is not required to visit agencies to prepare the risk assessment.

- present options on policies, coverage, bundling, limits, retention levels, stop-loss limits and deductibles and/or alternative risk mechanisms.
- evaluate appropriateness of alternative financing mechanisms such as partial or total self-funding.
- provide benchmarking and best practices on the current state of insurance market for the class of business and line of coverage.
 - issue a risk assessment report by December 1, 2015.
 - issue a risk assessment update report by December 1, 2016 and December 1, 2017.

B. SECURE INSURANCE COVERAGE

The Contractor will provide placement and maintenance of all insurance policies covered in this contract term. The Contractor shall be given a broker of record letter in order to approach the insurance marketplace with the authority to bind insurance coverage on behalf of the State. The Contractor's authority extends to all insurance policies listed in Appendix B which will expire between the contract effective dates of July 1, 2015 and June 30, 2018.

In particular, the producer shall:

- review exposures by identifying changes in schedules, inventories and property values.
- request claims history from current carrier.
- assist RMU in completion of renewal applications and/or procurement specification documents upon policy expiration.
- Secure coverage upon policy expiration (coverage(s) shall duplicate existing insurance policies, contracts and services in place at a minimum unless otherwise agreed).
- bundle policies for cost savings and efficiencies whenever possible.
- review policy and any endorsements for changes and possible coverage enhancements to be incorporated at renewal.
- RMU may ask the Contractor to secure insurance coverage on State risks that are not currently insured and not shown on the insurance policy list in Appendix B. The producer shall secure insurance coverage for these new risks in a timely manner.
 - keep abreast of changes in policy language through national underwriting organizations and inform RMU of any significant developments that are relevant to the State insurance program.

Specific steps shall include, but not be limited to, the following:

- Keep within RMU's timeline in order to meet the G&C deadlines, which are usually 50 days prior to policy commencement date.
- Once quotes are submitted and any negotiations have taken place, the producer shall analyze, evaluate and recommend insurance options based on the most favorable pricing, coverage terms and limits of liability. The State reserves the right to negotiate with the insurance company.
- The State will make the final decision on which insurance company to bind coverage and contract with after review of the recommendations.
- All insurance contracts over \$25,000 are subject to G&C approval; however, G&C approval limits are subject to change. Further information on G&C can be found at <http://www.nh.gov/council>.
- The State will work with the Contractor to prepare the G&C contract packages for approval. RMU will draft the G&C letter and contract. The G&C package contains a cover letter, P-37 contract signed and notarized by a representative of the insurance company, appendices indicating changes to the P-37, the Contractor's quotation analysis report, a certificate of authority, a Certificate of Good Standing and a certificate of insurance.
- The State may require the producer to attend the targeted G&C meeting to assist in answering Councilor's questions that may arise concerning an insurance item brought before the G&C.
- Once the contract is approved by G&C, the State will pay the producer according to the terms of the contract.
- Upon receiving G&C approval, the producer shall bind coverage and maintain coverage through the policy expiration date.

The Contractor will continue to service policies until the expiration of each policy including those that expire after the contract terminates. There will be no interruption of existing insurance policies and third party administration contracts prior to each policy's expiration date. Policies in existence prior to this contract shall continue to be serviced by the producer or broker which secured the insurance policy for the State prior to implementation of this contract. Current insurance carriers are listed in Appendix B.

C. QUOTATION ANALYSIS REPORT

Once bid results from insurance companies are received by the Contractor, the Contractor shall issue a quotation analysis report to RMU, for the policies listed in Appendix B which will expire between this contract effective date of July 1, 2015 and June 30, 2018, with a current annual premium over \$25,000 or upon request, on bid results with a recommendation for award. The State requires the Contractor to access as many viable markets as possible in order to obtain favorable and competitive quotations.

The report shall:

- assess insurance company stability, solvency and service records.
- be issued no later than 50 days prior to policy expiration.
- identify which markets were approached, their quotation or declination and reason, premium, specimen policy language and producer's recommendation.
- If the Contractor recommends an insurance company that is not the lowest bidder, the Contractor shall provide a detailed justification for the recommendation. Factors to be considered in evaluating coverage are the cost, coverage terms and insurance limits.
- The State will make the final decision on which insurance company to bind coverage and contract with after review of the recommendations.

D. ADMINISTRATION

Administration services shall be provided by the Contractor in accordance with the standards currently in use by NH producers of comparable size.

The services include but are not limited to:

- prepare invoices to RMU and/or state agencies for payment of insurance policy premium.
- issue certificates of insurance.
- timely delivery of binders, policies and endorsements.
- verify the accuracy of policy language, coverage endorsements, exclusions and other terms and conditions consistent with placement noting variations/changes from the previous policy term.
- Attend meetings with the State upon request to review contract performance.
- Provide RMU or designee with access to producer's working files on State account upon request and/or upon contract termination.

The Contractor shall at its own expense provide all personnel, materials and resources necessary to perform the services under the contract. The Contractor shall warrant that all personnel engaged in the contract services are qualified to perform the services and are properly licensed and otherwise authorized to perform services under all applicable laws. Contractor's personnel shall have a strong dedication to excellent customer service in all aspects of its dealings with the State. Contractor's personnel shall return telephone calls promptly, be professional and maintain confidentiality when communicating with State employees.

The State reserves the right to require the Contractor to remove and/or reassign any employee, including the lead staff member, from the State account due to unacceptable job performance. The State retains the right to approve any replacement employee(s).

E. LEAD STAFF MEMBER

The Contractor shall have a single point of contact as the lead staff member on the State account. The Contractor commits that the lead staff member identified below will actually perform the assigned work.

The lead staff member is: Robert C. Simpson II, 603-224-2562

F. CERTIFICATION/LICENSING

The Contractor shall maintain a current New Hampshire resident business entity producer license. The lead staff member and at least one other staff member shall maintain current New Hampshire resident individual producer licenses. See NH RSA 402-J.

The Contractor shall maintain a place of business within the State of New Hampshire where all of the services proposed shall be performed and all records maintained (or immediately accessible by electronic means) for the duration of the contract.

G. HOURS OF OPERATION

The Contractor's personnel shall be available to State personnel and the Risk Management Unit Monday through Friday from 8 AM to 4:30 PM.

Damage

- A. The Contractor will agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work.
- B. The Contractor will agree that any damage to the building(s), materials, equipment or other property during the performance of the service will be repaired at their expense.

Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions

The Contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Insurance

The Contractor shall furnish a Certificate of Insurance as evidence of the existence of 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. The Contractor also agrees to maintain workers' compensation and employer's liability insurance for all employees of the contractor engaged in the performance of the agreement.

Certificate of insurance amounts must be met as per the P-37, section 14.2 and Exhibit C; the holder must be identified not simply "State of NH" but the agency, agency contact person or successor as noted in 1.9 of the P-37 with the full address listed and certificate identifies that the insurance cannot be cancelled until the State receives 10 day prior written notice.

EXHIBIT B

CONTRACT PRICE:

The Contractor hereby agrees to provide Producer Services for Property and Casualty Insurance in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$64,500; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as June 30, 2018.

The annual fixed price fee represents the full cost of all services including hourly rates, staffing, administration costs, travel costs and any other applicable costs in performing this contract. The State will not pay commission to the producer for services rendered under this contract and any premium charged to the State shall be void of an agency fee or commission.

	Year One	Year Two	Year Three	Total for 3 years
	July 1, 2015 or upon G&C approval, whichever is later, thru June 30, 2016.	July 1, 2016 thru June 30, 2017.	July 1, 2017 thru June 30, 2018.	
Total Fee	\$21,500	\$21,500	\$21,500	\$64,500

INVOICE:

The Contractor shall submit quarterly invoices to be paid in equal amounts over the annual contract term(s) beginning on October 1, 2015.

The mailing address is:

The State of New Hampshire Department of Administrative Services
Risk Management Unit
25 Capitol Street, Rm 412
Concord, NH 03301

PAYMENT:

Payments shall be made via ACH. Terms are net thirty days subject to approval of the submitted invoice. Use the following link to enroll with the State Treasury:

<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the state satisfaction.

EXHIBIT C

SPECIAL PROVISIONS

Delete Paragraph 14.1.1 and substitute the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and".

Form P-37, section 14 Insurance, is amended to include the following coverage enhancements:

Errors and Omissions liability insurance/professional liability coverage with limits in the amount of \$5 (five) million per claim and \$10 (ten) million in the aggregate.

There are no other special provisions of this contract.

APPENDIX A

PERFORMANCE GUARANTEES

The Contractor shall maintain their performance at the levels represented in this Appendix A, provided that failure to achieve or maintain such levels does not constitute a material breach for purposes of the termination provisions set forth in the Agreement except to the extent that any such failure also constitutes a material breach of any provision contained in a part of the Agreement other than this Appendix A.

Objective: To control property and casualty insurance costs through the provision of quality producer services.

OBJECTIVE To control property and casualty insurance costs through the provision of quality producer services.

GENERAL GUARANTEE GUARANTEE

PROVISIONS

EFFECTIVE PERIOD

The performance guarantee will be effective for the contract period which will commence upon Governor and Council approval, or on July 1, 2015, whichever is later, and expire on June 30, 2018.

The performance guarantees will be evaluated on an annual basis at the performance guarantee audit. The performance guarantee audit will be held within 45 days of June 30, 2016, June 30, 2017, and June 30, 2018 to evaluate the prior year's contract term. Participants at the performance guarantee audit shall include at least one representative from producer and one representative from RMU. Audit results will be tabulated and distributed to RMU within 30 days after the completion of the performance guarantee audit.

APPLICABILITY OF GUARANTEE

This performance guarantee applies to the services rendered by producer per the specifications in RFB # 2015-172 and the terms and conditions in the executed and approved P-37.

PERFORMANCE GUARANTEE CATEGORY

1. Risk Assessment Reports
2. Securing Insurance Coverage/Quotation Analysis Report
3. Administration/Policy Issuance and Checking

PERFORMANCE AUDIT GUIDELINES

A performance guarantee audit will be conducted to evaluate Producer's performance in all of the above performance guarantee categories

PERFORMANCE MEASUREMENT CRITERIA

The measurement criteria is as follows:

MEETINGS

During the performance guarantee audit, review of recorded documentation in the form of a written log input by Producer and approved by RMU that requisite meetings were attended.

REPORTS AND POLICY ISSUANCE AND CHECKING

During the performance guarantee annual audit, review of recorded documentation in the form of a written log input by Producer and approved by RMU that the reports were received as scheduled. Accuracy of reports will be evaluated in the performance guarantee audit.

PERFORMANCE GOALS

Due to the all or nothing nature of the performance standards, performance goals are set at 100% for each category.

PENALTY

Producer will incur a \$2,500 penalty if performance results are below each performance goal identified in the detailed performance guarantee provisions. The maximum penalty associated with this entire performance guarantee is \$10,000 annually with a total maximum of \$30,000 for the Three year contract term.

PAYMENT OF PENALTY

Any penalty amount will be paid or credited to the State's account after the audit has been completed. Producer will issue payment for any penalty within thirty days receipt of the State of New Hampshire's invoice.

CONDITIONS

Producer will not be held to the performance standards identified in this performance guarantee in any category in which RMU has not fulfilled its commitments as outlined in the specific performance guarantee provisions.

The performance guarantee will become invalid if State of New Hampshire terminates its contract with producer prior to June 30, 2018.

Risk Assessment Reports

Producer's Commitment

The producer shall issue a risk assessment report, per Section III Specifications, I. A. on page 11, and deliver to RMU no later than December 1, 2015.

Issue a risk assessment update reports and deliver to RMU no later than December 1, 2016 and December 1, 2017.

State's Commitment

RMU shall facilitate producer access to agency operations, personnel and RMU's insurance documents in a timely manner so that the producer has enough information to complete this report.

Performance Goal

100%

Penalty

Producer will incur a penalty if the risk assessment report is not delivered to RMU by the deadline listed above. The penalty will be structured as follows:

Producer's Performance at the Annual Audit	Penalty To Producer
100%	No Penalty
Less than 100%	\$2,500

Secure Insurance Coverage/Quotation Analysis Report

Producer's Commitment

The producer shall issue a quotation analysis report(s) and deliver to RMU, per Section III Specifications in Section I C on page 13, no later than 50 days prior to a policy's expiration. For example, if a policy expires on June 4, 2016, the report is due by April 14, 2016.

State's Commitment

RMU shall facilitate producer access to agency operations, personnel and RMU's insurance documentation in a timely manner so that the producer has enough information to complete this report.

Performance Goal

100%

Penalty

Producer will incur a penalty if the quotation analysis report is not delivered to RMU by the deadline listed above. The penalty will be structured as follows:

Producer's Performance at the Annual Audit	Penalty To Producer
100%	No Penalty
Less than 100%	\$2,500

Administration/Policy Issuance and Checking

Producer's Commitment

The producer shall deliver policies to RMU within 60 days of policy's inception. (weighted score= 50%)

Policy language shall be 100% accurate at the time of delivery to RMU after being approved by producer. (weighted score= 25%)

Producer shall issue premium reimbursements resulting from policy changes within 45 days of the effective date of the change. (weighted score= 25%)

Performance Goal

100%

Penalty

Producer will incur a penalty with the weighted average as shown above if the policies are not delivered to RMU within deadline, the language is not 100% accurate at the time of delivery, and premium reimbursement are not issued within 45 days of the effective date of the change. The penalty will be structured as follows:

Producer's Performance at the Annual Audit	Penalty To Producer
100%	No Penalty
Less than 100%	\$2,500

APPENDIX B

INVENTORY OF INSURANCE POLICIES

Appendix B, the State's insurance policy inventory as of April 2015, is attached hereto. The Contractor may be asked to secure coverage for additional policies within the timeframe of this contract.

Contractor Initials 12CS
Date 4/6/15

NH Department of Administrative Services
Risk Management Unit
Current Insurance Policies
February 2015

Type of Insurance Coverage	Insurance Agency	Policy Dates	Annual Premium/Cost	Type of Coverage:	RSA Requiring Purchase	Contract Expiration Date
State Agency	Insurance Carrier	Limits and Deductibles		P=Property L=Liability U=Umbrella B=Bond IM=Inland Marine WC=Workers' Compensation		
Aircraft Liability and Inland Marine	Ferdinando Ins. Associates, Inc. (F/AI, dba Cross Insurance)	9977-8442-02 IM8720732 11/1/2014-11/1/2015	\$ 8,220 \$ 1,566	L=Liability IM=Inland Marine	NONE	Expires 11/1/2015
Aviation Fleet	Liberty Mutual Holding	\$4 M each occ. BI & PD (includes passengers) \$25,000 Medical Expenses each person including crew General Liability coverage only; no physical damage Inland marine coverage for equipment on aviation fleet in amount of \$241,068				
Dept of Safety	Liberty Mutual Insurance (Peerless)					
Bond - Blanket Public Official Fidelity and Faithful Performance	Ferdinando Ins. Associates, Inc. (F/AI, dba Cross Insurance)	#F2631127 7/1/2014-6/30/2015 \$200,000-all positions (increased limits apply to some senior positions)	\$ 6,352	B - (Form P, Public Employee Dishonesty) courts=errors & omissions	Shell Surety Bond	Expires 6/30/2015 Contract period 7/1/2013-6/30/2018
All State Agencies	Main Street America				93-8:3	
Bond - Register of Deeds	Ferdinando Ins. Associates, Inc. (F/AI, dba Cross Insurance)	Bond # F2786227 7/1/2014-7/1/2015	\$ 5,560	B	788:8 Chapter 27	Expires 7/1/2015 Contract period 7/1/2014-7/1/2019 Renews 7/1 annually
Dept of Revenue	Hanover Insurance Co.	Coverage limits based on county tax revenue ranges from \$170,000 to \$3,250,000 \$10,000 deductible				
Bridges House Liability	Ferdinando Ins. Associates, Inc. (F/AI, dba Cross Insurance)	Policy BLS (14) 55678204 8/8/2014-8/8/2015	\$ 2,268	L & Comm U	None	Expires 8/8/2015
Friends of the Bridges House	Liberty Mutual Insurance Ohio Casualty Co. Umbrella Liability Policy	\$1m per occurrence \$2m per occurrence Policy #USO (14) 55678204 \$3m excess umbrella \$10K deductible				
DAS General Services	Ferdinando Ins. Associates, Inc. (F/AI, dba Cross Insurance)	Policy # WFR-GI-001007-6-6 & WFR-XS-0010136-4 2/1/2015-2/1/2016	\$ 73,031 \$ 10,074	L U	Shell 225-A-25	Expires 2/1/2016
Canon Mountain Ski Area	Ferdinando Ins. Associates, Inc. (F/AI, dba Cross Insurance)	Policy # WFR-GI-001007-6-6 & WFR-XS-0010136-4 2/1/2015-2/1/2016	\$ 73,031 \$ 10,074	L U	Shell 225-A-25	Expires 2/1/2016
DRED	Nova Casualty Co.	\$1M per occurrence/Gen Aggregate \$1M excess liability/\$2M Gen Aggregate Deductibles: \$1,000 per occ. \$10,000 aggregate				
Commercial Package Policy						
Lakeport & Murphy Dams Department of Environmental Services (DES)	Ferdinando Ins. Associates, Inc. (F/AI, dba Cross Insurance)	Policy #CBP 8934299 1/28/2015-1/28/2016 Property, RC, 100% co-ins. Deductible \$1,000	\$ 2,081 \$ 318 \$ 2,399	Murphy P L	None	Expires 1/28/2016
	Liberty Mutual Insurance (Peerless)	Earthquake coverage applies Earthquake deductible 5% of bldg. Value GL \$1M per occ/\$2M aggregate GL \$2M products comp/opp 999	\$ 583 \$ 187 \$ 770	Lakeport P L		
Tenney Mountain Radio Communication Tower Dept of Safety	Ferdinando Ins. Associates, Inc. (F/AI, dba Cross Insurance)	1/28/2015-1/28/2016 Policy #S IM8904146, CBP 8895553, U-CBP8934299 Property \$60,652 & GL \$500 ded on bldg Tower \$130,000, equip/gen \$30,000 ded \$1000 General Liability Umbrella	\$ 178 \$ 36 \$ 1,195 \$ 1,550 \$ 2,959	Tenney P L IM U	NONE - required by lease	Expires 1/28/2016
GL, tower & equipment, building	Liberty Mutual Insurance (Peerless)		\$ 6,128	Total		

NH Department of Administrative Services
Risk Management Unit
Current Insurance Policies
February 2015

Type of Insurance Coverage	Insurance Agency	Policy Dates	Annual Premium/Cost	Type of Coverage:	RSA Requiring Purchase	Contract Expiration Date
State Agency	Insurance Carrier	Limits and Deductibles		P=Property L=Liability U=Umbrella B=Bond M=Marine WC=Workers' Compensation		
Court Facilities						
Derry, Franklin, Jeffrey District Courts	FAI/Cross Insurance Cincinnati Insurance Co.	EPF0227.605 Loc 1 \$4,275,000 1/14/2015-1/14/2016 Loc 2 \$1,852,500 Ded \$1,000/loc Loc 3 \$6,840,000	\$ 11,869 \$35,007 (3yr.)	P & L	None required by lease	Renews 1/14/16 Expires 1/14/2017
Department of Administrative Services						
Department of Education	Ferdinando Ins. Associates, Inc.	10/22/2014-10/22/2015	\$ 7,500	L	None	Expires 10/22/2015
Vocational Rehabilitation	(FAI, dba Cross Insurance)		\$4m per occurrence \$6m GL aggregate \$1k deductible			
Situational Assessment General Liability	Colony Insurance Co.					
Employment Security						
General Liability & Property	Ferdinando Ins. Associates, Inc.	Policy #04 UUN ZP2116 K1 4/1/2015-4/1/2016	\$ 59,876	P L & P [Fire & Media Coverage- (Spec Peril)]	NONE	Expires 3/31/2016
	Hartford	Real property and PD coverage/\$2,500 deductible GL \$1M per occ limit/\$2M ogg				
Foster Parents						
DHHS	Ferdinando Ins. Associates, Inc.	Policy NP8230000 10/1/2014-10/11/2015	Premium \$ 57,905 Surplus Lines Tax \$ 1,737.15	L	RSA 170 G:3	Expires 10/11/2015
Division for Child, Youth & Families	(FAI, dba Cross Insurance)					
	Western World Ins Group	Defense coverage for alleged sexual molestation claims - \$25,000 per occurrence/\$25,000 aggregate Physical Damage to foster parents property - \$5,000 per foster home, \$5,000 per claim, \$300,000 aggregate, no deductible Third party gen liability \$300,000 combined sgl limit, \$300,000 ogg; Dmg to rented premises \$100,000 per occ; \$250 ded				
Fox Forest Reservation						
Caroline A. Fox Research Demonstration Forest	Ferdinando Ins. Associates, Inc.	CB88975629 1/28/2015-1/28/2016	\$ 6,148	P: Commercial Fire	NONE	Expires 1/28/2016
DRED	(FAI, dba Cross Insurance)					
	Liberty Mutual Insurance (Peerless)	\$1,000 ded per bldg Property General Liability Computer and Contractors Equipment		L IM		
Gotham Site, 80 Glen Rd						
Department of Environmental Services (DES)	Ferdinando Ins. Associates, Inc.	Policy # EB47861-7-28-0-1211 12/10/2014-12/10/2015	\$ 663 \$ 38 \$ 701	P IM	NONE	Expires 12/10/2014
	(FAI, dba Cross Insurance)					
	Concord Group Insurance Co.	\$326,000 blanket limit Bidg 1 = \$169,000 and Bidg 2=\$157,000(office storage) 100% Co Ins. \$1,000 ded \$ 5,000 Computer Coverage / \$1250 M \$500 ded				

NH Department of Administrative Services
Risk Management Unit
Current Insurance Policies
February 2015

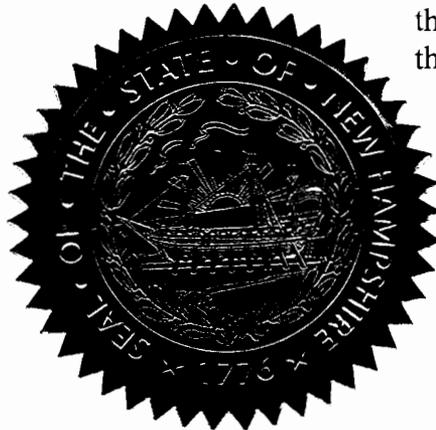
Type of Insurance Coverage State Agency	Insurance Agency	Policy Dates Limits and Deductibles	Annual Premium/Cost	Type of Coverage: P=Property L=Liability U=Umbrella B=Bond IM=Inland Marine WC=Workers' Compensation	RSA Requiring Purchase	Contact Expiration Date
Hunter Education Volunteer Program Fish & Game	Ferdinando Ins. Associates, Inc. (FIAI, dba Cross Insurance) The CIMA Companies	NHCONC7.VIP Master Policy #WSTHCZ91528630019 7/1/2014 - 7/1/2015 \$1M per occurrence/\$3M annual aggregate	\$ 985	L	21423-C	Expires 7/1/2015
Motor Truck Cargo Policy	Ferdinando Ins. Associates, Inc. (FIAI, dba Cross Insurance)	Policy #CNA5154050-10 9/8/2014-9/8/2015	\$ 1,520	IM		Expires 9/8/2015
Department of Transportation	Acadia Insurance	\$10,000 debris removal \$10,000 Pollutant Cleanup \$1,000 deductible				
Motorcycle Rider Program Dept of Safety- DMV	Motorcycle Safety Foundation	4/1/2014-12/15/2014 (Seasonal) L \$2,000,000/\$2,000,000	\$ 29,215	L		Exp. 12/15/2014 seasonal
Trails- OHIV, Snowmobile Trails and Essement for NH Heritage Trail	Ferdinando Ins. Associates, Inc. (FIAI, dba Cross Insurance)	Policy #ENPD223690 CLA 1500644-23 1/1/2015-1/1/2016	\$ 40,208	L - (Protects landowners other than the State)	260-61 216-A:14	Renews 1/1/2016
DRED- Bureau of Trails	Cincinnati Insurance Co.	\$2M per occurrence \$2M aggregate \$2M products & complete ops cgg \$2M personal and adv inj				Contract period- 1/1/2014-1/1/2017
Property - State-Owned Various State agencies	Ferdinando Ins. Associates, Inc. (FIAI, dba Cross Insurance)	Liquor Warehouse stock \$4.5M & EDP system \$350,000 \$1M Deductible \$10M coverage for Flood/Earthquake w/\$1M ded CBP 8930194	\$ 313,523 PY13-14 \$ 324,600 PY14-15	P - Flood and EQ	NONE	Renews 5/1/2015 Contract period 5/1/2013-5/1/2016
Urban Forestry Center which includes John E. Stone Estate and Shieling Forest Estate	FIAI, INC DBA Cross Insurance (FIAI, dba Cross Insurance)	1/28/2015-1/28/2016 Commercial Property Coverage with \$1,000 deductible John E. Stone Estate: \$1,784,900 blanket limit (100% RC, agreed value) Shieling Forest Estate: \$803,000 blanket limit (100% RC, agreed value)	\$ 5,759 Stone \$ 2,363 Shieling \$ 8,122 Total	IM		Expires 1/28/2016 Insurance required by trust agmt
DRED	Liberty Mutual Insurance					
Watercraft	Ferdinando Ins. Associates, Inc. (FIAI, dba Cross Insurance)	6/4/2014 - 6/4/2015 Liability Insurance (Protection & Indemnity): \$1M limit with deductible \$1,000 for liability on 492 vessels and hull coverage on 8 vessels Hull coverage up to value of vessel with \$2,500 deductible	\$ 23,089	L = P & I P= hull coverage		Shell Expires 6/4/2015
Winnebago River Basin Program DES - Water Division	Ferdinando Ins. Associates, Inc. (FIAI, dba Cross Insurance)	9/1/14-9/1/2015 Philadelphia Indemnity Insurance \$46,958,000 blanket property \$25,000 Deductible PD	\$ 31,705	IM		Shell 485-A:53 Expires 9/1/2015
Workers' Compensation coverage for Return to Work Participants Dept of Employment Security	Ferdinando Ins. Associates, Inc. (FIAI, dba Cross Insurance)	10/12/2014-10/12/2015 statutory limits	\$ 1,976	WC		RS4, 282-A:9 RS4, 282-A:26-d Expires 10/12/15

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 THE ROWLEY AGENCY, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 7, 1966. 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 2nd day of April, A.D. 2015



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

William M. Gardner
Secretary of State

CORPORATE RESOLUTION

I, Bruce H. Langley, Assistant Secretary and Treasurer of The Rowley Agency, Inc. a corporation organized and existing under the laws of the State of New Hampshire (the Company), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on March 12, 2015, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

Resolved: That Robert C. Simpson II, Vice President of The Rowley Agency, Inc. is empowered and authorized to execute contracts related the State of New Hampshire Producer Services Contract on behalf of the Company.

In Witness Whereof, the undersigned has affixed his signature and the corporate seal of the Company this 12th day of March, 2015



Bruce H. Langley
Assistant Secretary and Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2015

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: Peggy Johnson
	PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012
	E-MAIL ADDRESS: pjohnson@rowleyagency.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Continental Western Insurance
	INSURER B: Acadia Insurance Company
	INSURER C: MEMIC Indemnity Company NAIC # 11030
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPA003817927	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			CAA003817527	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUA003818327	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input type="checkbox"/> CLAIMS-MADE					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3102802542 3A States: NH, ME, VT	2/1/2015	2/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" 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)
RFB# 2015-172 - Producers Services for Property & Casualty Insurance

CERTIFICATE HOLDER State of NH Department of Administrative Services Risk Management Unit 25 Capitol Street, Room 102 Concord, NH 03301	CANCELLATION 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 Peggy Johnson/PAJ <i>Peggy A Johnson</i>

WESTPORT INSURANCE CORPORATION

**CERTIFICATE OF INSURANCE
(Claims First Made)**

Issue Date: 1/29/2015

Certificate Holder:
STATE OF NH
DEPT OF ADMINISTRATIVE SERVICES
RISK MANAGEMENT UNIT
25 CAPITOL STREET, 1ST FLOOR, SUITE 102
CONCORD, NH 03301-6312

This is to certify that the Named Insured is covered by the insurance policy described below issued by Westport Insurance Corporation of Overland Park, Kansas. Coverage afforded the Named Insured is subject to all terms, exclusions, limitations and conditions of such policy. Limits shown may have been reduced by paid claims. This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

TYPE OF INSURANCE: Insurance Agents Errors & Omissions Liability

POLICY NUMBER: WED4NH005998209

NAMED INSURED: THE ROWLEY AGENCY, INC.

OTHER INSUREDS AS DEFINED IN POLICY:

CLAIMS EXPENSES ARE IN ADDITION TO THE LIMIT OF LIABILITY FOR THE COVERAGES PROVIDED BY THE ABOVE POLICY NUMBER

CLAIMS EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY FOR THE COVERAGES PROVIDED BY THE ABOVE POLICY NUMBER

Limits of Liability: \$25,000,000 Per Claim
\$25,000,000 Aggregate for the Policy Period

Sublimit of Liability for BREACH OF PERSONAL DATA: NO COVERAGE Per Claim
NO COVERAGE Aggregate for the Policy Period

Deductible: \$ 25,000 Per Claim
\$ 75,000 Aggregate for the Policy Period

Retroactive Date: Full Prior Acts

EFFECTIVE DATE: FROM: February 01, 2015 TO: February 01, 2016

By the issuance of this Certificate, Westport Insurance Corporation assumes no obligation to provide notice of change in or cancellation of the policy.

WESTPORT INSURANCE CORPORATION



Authorized Representative