



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

March 8, 2017

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

REQUESTED ACTION

Authorize New Hampshire Employment Security (NHES) to enter into a one-year contract with the Rowley Agency, Concord, NH (Vendor #154464) in an amount not to exceed \$53,121 to purchase commercial property and general liability coverage effective April 1, 2017 through March 31, 2018. 100% Federal Funds.

Federal funds are available in the account for Fiscal Years 2017 and 2018 as follows contingent upon availability and continued appropriations with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

DEPARTMENT OF EMPLOYMENT SECURITY		<u>FY17</u>	<u>FY18</u>
02-27-27-270010-8040 NHES			
10-02700-80400000-020-500250	Insurance	\$48,121	\$5,000

EXPLANATION

NHES is requesting approval of the attached one year contract for commercial property and general liability insurance coverage for NHES property at sixteen (16) NHES locations statewide and any additional properties that may come under NHES control during the contract period. The Rowley Agency (Rowley) arranged for this insurance purchase in accordance with its contract with the State for Producer Services for Property and Casualty Insurance. The State's Risk Management Unit (RMU) coordinated with NHES to secure the same material coverage terms and conditions as in the previous policy year.

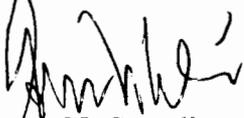
Rowley marketed this policy extensively and received responses from 4 insurance companies for the upcoming policy year. Three insurance companies declined to quote due to reluctance to include the vacant property for which NHES is currently responsible. Cincinnati Insurance Company (Cincinnati) presented comprehensive terms and competitive premium including the vacant property and optional cyber liability coverage. Cincinnati's quote of \$47,155 represents a \$2,162 decrease to the base annual premium offered in the prior policy year which did not include the newly offered optional cyber liability coverage. NHES accepted the cyber liability coverage for an additional premium of \$966 bringing the total annual premium to \$48,121. The quoted premium is void of agency fee or commission.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
March 8, 2017
Page 2

The policy covers the agreed upon value of \$35,622,343 for scheduled buildings and business personal property value as well as liability exposure in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate for potential claims NHES becomes legally liable to pay. The policy also provides business income coverage, terrorism coverage, ordinance of law and boiler and machinery coverage. The total contract price of \$53,121 includes the premium quote of \$48,121 plus a contingency of \$5,000 to address potential fluctuations based on changes to building and/or contents ownership.

NHES respectfully recommends approval of the contract as submitted.

Respectfully submitted,



George N. Copadis
Commissioner

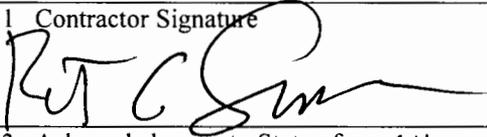
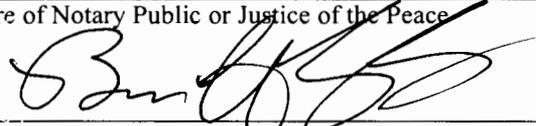
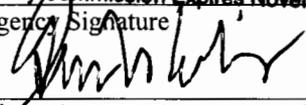
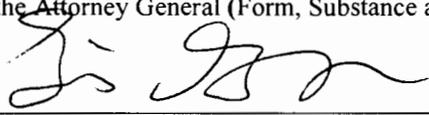
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Employment Security		1.2 State Agency Address 45 South Fruit St, Concord, NH 03301	
1.3 Contractor Name The Rowley Agency		1.4 Contractor Address 45 Constitution Avenue, Concord, NH 03301	
1.5 Contractor Phone Number 603-224-2562	1.6 Account Number 010-027-80400000-020-500250	1.7 Completion Date March 31, 2018	1.8 Price Limitation \$ 53,121
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner		1.10 State Agency Telephone Number 603-228-4000	
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>March 2, 2017</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 BRUCE H. LANGLEY, Notary Public State of New Hampshire My Commission Expires November 14, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory George N. Copadis, 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) (if applicable) By:  On: <u>3/8/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.

**Insurance Coverage for
New Hampshire Employment Security
Contract Agreement Between
New Hampshire Employment Security
and The Rowley Agency Inc.**

EXHIBIT A – Scope of Services

The Rowley Agency Inc., hereinafter called Contractor, agrees to provide general liability, property, business income, boiler and machinery and terrorism coverage for New Hampshire Employment Security from April 1, 2017 through March 31, 2018.

Coverage consists of (1) general liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for an annual premium of \$15,458; (2) real property insurance coverage for a total agreed upon building and contents limit of \$35,622,343 (subject to a \$2,500 deductible); including business income and extra expense coverage on locations 1-14 (actual loss sustained; with the exception of loss of BI due to utility services loss, which is limited to \$55,556 and \$50,000 per schedule) for an annual premium of \$28,169; (3) boiler and machinery coverage, aka system breakdown coverage, with a limit of \$35,622,343 for an annual premium of \$2,817; (4) Cyber liability coverage which includes defense and liability with an aggregate limit of \$100,000 subject to a \$1000 deductible; identity recovery with aggregate limit of \$25,000 and a \$250 deductible; response expense with aggregate limit of \$100,000 subject to a \$1,000 deductible for an annual premium of \$966; (5) Terrorism Risk Insurance Act (TIA) coverage with statutory limits for an annual premium of \$711.

The rates above are based upon current values and square footage provided by New Hampshire Employment Security at policy inception not withstanding any changes during the policy term that would adjust the underwritten exposure.

Contractor Initials RCJ
Date 3/2/17

**Insurance Coverage for
The Department of Employment Security
Contract Agreement Between
The Department of Employment Security
and The Rowley Agency Inc.**

Exhibit B – Price and Method of Payment

The annual premium effective April 1, 2017 through March 31, 2018 is \$48,121 with an additional amount of \$5,000 in contingency funds to address the potential for changes in scheduled property or additional premium necessary for unoccupied buildings prior to sale.

The annual premium of \$48,121 is made up of \$28,169 for property including business income and extra expense, \$15,458 for general liability, \$2,817 for system breakdown, \$966 for cyber liability and \$711 for TRIA.

The total premium payment of \$48,121 is due within thirty days from the date of contract approval by Governor and Council.

The appropriate account number for the P-37 form, section 1.6 is 10-027-80400000-020-500250

FY2017 \$ 48,121

FY2018 \$ 5,000 for contingency, only if needed for endorsements to the policy

100% Federal Funds

Contractor Initials RES
Date 3/2/17

**Insurance Coverage for
The Department of Employment Security
Contract Agreement between
The Department of Employment Security
and The Rowley Agency Inc.**

Exhibit C – Special Provisions

Form P-37, section 14 Insurance, is amended per the attached certificate of insurance from The Rowley Agency, Inc. to include the following coverage enhancements:

1. General Liability coverage with limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate
2. Automobile Insurance coverage with combined single limits of \$1,000,000 per accident
3. Excess/umbrella insurance coverage with limits of \$10,000,000 per occurrence and in the aggregate
4. Workers compensation coverage with statutory limits and Employers' Liability with limits of \$500,000 per accident and \$500,000 policy limit
5. Professional liability insurance coverage with limits of \$10,000,000
6. Crime/Fidelity coverage with limits of \$500,000

Contractor Initials RCJ
Date 3/2/17

CERTIFICATE OF VOTE/AUTHORITY

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 2, 2017, 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 Employment Security

In Witness Whereof, the undersigned has affixed his signature and the corporate seal of the Company this 2nd day of March, 2017

A handwritten signature in black ink, appearing to read "Bruce H. Langley", is written over a horizontal line.

Bruce H. Langley
Assistant Secretary and Treasurer

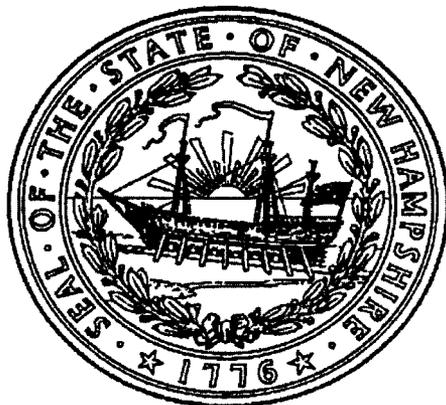
State of New Hampshire

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 Profit Corporation registered to transact business in New Hampshire on December 07, 1966. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 14763



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of March A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2017

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. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Peggy Johnson PHONE (A/C, No., Ext): (603) 224-2562 E-MAIL ADDRESS: pjohnson@rowleyagency.com		FAX (A/C, No.): (603) 224-8012
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED The Rowley Agency Inc 45 Constitution Ave. P.O. Box 511 Concord NH 03302-0511	INSURER A: Continental Western Insurance		
	INSURER B: Acadia Insurance Company		31325
	INSURER C: MEMIC Indemnity Company		11030
	INSURER D: Travelers Cas & Sur Co of Amer		31194
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA003817929-NH	2/1/2017	2/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" 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			CAA003817529	2/1/2017	2/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA003818329	2/1/2017	2/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3A States: NH,VT,ME 3102802541	2/1/2017	2/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Employee Dishonesty - Crime			105882645	2/1/2016	2/1/2019	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Property & Liability Insurance coverage for NH Employment Security.

CERTIFICATE HOLDER State of NH Dept. of Employment Security 45 South Fruit St. 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>

© 1988-2014 ACORD CORPORATION. All rights reserved.

WESTPORT INSURANCE CORPORATION

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

Issue Date: 3/02/2017

Certificate Holder:
STATE OF NH, DEPT EMPLOYMENT SECURITY
45 SOUTH FRUIT STREET
CONCORD, NH 03301

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: WED4NH005998211

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, 2017 TO: February 01, 2018

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

The Rowley Agency, Inc Staff

We are pleased to introduce the following staff members to handle your account:

Robert C. Simpson II, MHS
Vice President
Voice mail extension 1647
rsimpson@rowleyagency.com

Jennifer Letendre, CIC ACSR
Account Manager
Voice Mail Extension 1624
jletendre@rowleyagency.com

Ann Tracy
Claims Consultant
Voice Mail Extension 1627
atracy@rowleyagency.com



State of NH Marketing Results

For: State of NH Employment Securities
Policy Effective Date: 04/01/17-04/01/18

The Rowley Agency, Inc. has arranged for this insurance purchase in accordance with its contract with the State of NH for Producer Services. Robert Simpson, the Producer, has made inquiries to specific insurance markets about this program. The results of our marketing efforts are below.

Market Approached	Results
Acadia	Will not quote due to Vacant building
CNA	Declined – due to vacant building
Cincinnati	Quote offered *****
Hartford Insurance Co	Will not quote due to vacant building

Our Recommendation/comments:

Due to the vacant building at 298 Hanover St, we were not able to obtain any other quotes. Cincinnati was reluctant to cover the building again this year, but we were able to get them to cover over it for another term. If the building is still vacant next year, Cincinnati will not offer coverage over that building. Cincinnati still is offering a nice quote with a very low building rate again this term. They offered an optional quote for some Cyber-liability coverage as well.

Premium Summary

Named Insured: State of New Hampshire, Dept of Employment Security
Policy Term: 04/01/17 – 04/01/18

Carrier	16/17 Expiring Premium	17/18 Renewal Premium
Cincinnati Insurance Co	\$47,921* (includes optional terrorism)	\$47,155

*expiring premium only accounts for 300 Hanover St location on policy from 4/1/16 – 11/22/16; location was added back on at renewal

Conditions:

Cincinnati will write coverage over the vacant building at 298 Hanover St for one more year. If the building is still vacant when we quote the next term, Cincinnati will not be willing to offer coverage on the vacant building.

Detailed 17/18 premium breakdowns:

Cincinnati:

Coverage consists of (1) general liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for an annual premium of \$15,458; and (2) real property insurance coverage for a total agreed upon building and contents limit of \$ 35,622,343 (subject to a \$2,500 deductible); including business income and extra expense coverage (actual loss sustained; with the exception of loss of BI due to utility service loss, which is limited to \$55,556 and \$50,000 per schedule) on locs 1-14 for an annual premium of \$28,169; (3) boiler and machinery coverage, aka system breakdown coverage, with a limit of \$35,622,343 for an annual premium of \$2,817; and (4) Terrorism Risk Insurance Act (TRIA) coverage with statutory limits for an annual premium of \$711

Cincinnati offered an optional quote for "Data-Defender", Cyber liability coverage endorsement-attached



STATEMENT OF VALUES

DATE (MM/DD/YYYY)

2/9/2017

AGENCY THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CARRIER Cincinnati Ins NAIC CODE:	PAGE OF	DATE (MM/DD/YYYY) 2/9/2017
CONTACT NAME: Jennifer Letendre PHONE (A/C No. Ext): (603) 224-2562 FAX (A/C No.): (603) 224-8012 E-MAIL ADDRESS: jletendre@rowleyagency.com CODE: SUBCODE:	INSURED/APPLICANT State Of New Hampshire HEADQUARTERS ADDRESS Risk Management Unit Concord NH 03301	POLICY NUMBER TBD	EFFECTIVE DATE 4/1/2017
AGENCY CUSTOMER ID: 00002859	COINS % <input type="checkbox"/> 80% <input type="checkbox"/> 90% <input type="checkbox"/> 100%	APPLICABLE CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> EARTHQUAKE COV <input type="checkbox"/> BROAD <input type="checkbox"/> FLOOD <input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> SPRINKLER LEAKAGE EXCL <input checked="" type="checkbox"/> Special <input type="checkbox"/> VANDALISM EXCL	<input type="checkbox"/> SPECIFIC AVERAGE RATE REQUESTED <input type="checkbox"/> BLANKET RATE REQUESTED

APPLICABLE FORM NUMBERS (Attach completed forms and endorsements that require completion to provide necessary information affecting rates or loss costs)

CLASS CODE	LOC #	BLDG #	DESCRIPTION AND ADDRESS OF PROPERTY	VALUATION	SUBJECT	100% VALUES	RATE OR LOSS COST	PREMIUM	
	1	1	DESC: Vacant - up for sale ADDRESS: 298 Hanover St Manchester NH 03104	RC	B	1,200,000			
	1	1	DESC: Vacant - up for sale ADDRESS: 298 Hanover St Manchester NH 03104	RC	BPP	53,330			
	2	1	DESC: office ADDRESS: 6 Townsend West Nashua NH 03063	RC	B	1,791,000			
	2	1	DESC: office ADDRESS: 6 Townsend West Nashua NH 03063	RC	BPP	702,725			
	3	1	DESC: office ADDRESS: 646 Union St, Littelton NH 03561	RC	BPP	165,082			
	4	1	DESC: office ADDRESS: 151 Pleasant St Berlin NH 03570	RC	B	700,000			
	4	1	DESC: office ADDRESS: 151 Pleasant St Berlin NH 03570	RC	BPP	156,292			
	5	1	DESC: office ADDRESS: 404 Washington St Claremont NH 03743	RC	B	722,000			
	5	1	DESC: office ADDRESS: 404 Washington St Claremont NH 03743	RC	BPP	160,733			
	6	1	DESC: office ADDRESS: 426 Union Ave Laconia NH 03246	RC	B	1,340,000			
	6	1	DESC: office ADDRESS: 426 Union Ave Laconia NH 03246	RC	BPP	289,312			
	7	1	DESC: office ADDRESS: 243 Route 108 Somersworth NH 03878	RC	B	1,252,000			
Totals include items found on all pages, not including Loc # = BLNK.						TOTAL	\$ 35,622,343	N/A	\$

SIGNATURE

ALL VALUES AND LOCATION INFORMATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

INSURED'S SIGNATURE	TITLE	DATE
---------------------	-------	------



STATEMENT OF VALUES

DATE (MM/DD/YYYY)
2/9/2017

AGENCY THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CARRIER Cincinnati Ins INSURED / APPLICANT State Of New Hampshire HEADQUARTERS ADDRESS Risk Management Unit Concord NH 03301	NAIC CODE: POLICY NUMBER TBD	PAGE OF EFFECTIVE DATE 4/1/2017
CONTACT NAME: Jennifer Letendre PHONE (A/C No. Ext): (603) 224-2562 FAX (A/C No.): (603) 224-8012 E-MAIL ADDRESS: jletendre@rowleyagency.com CODE: SUBCODE:		COINS % 80% <input type="checkbox"/> BASIC 90% <input type="checkbox"/> BROAD 100% <input checked="" type="checkbox"/> SPECIAL <input checked="" type="checkbox"/> Special	
AGENCY CUSTOMER ID: 00002859		APPLICABLE CAUSES OF LOSS <input type="checkbox"/> EARTHQUAKE COV <input type="checkbox"/> SPECIFIC AVERAGE RATE REQUESTED <input type="checkbox"/> FLOOD <input type="checkbox"/> BLANKET RATE REQUESTED <input type="checkbox"/> SPRINKLER LEAKAGE EXCL <input type="checkbox"/> VANDALISM EXCL	

APPLICABLE FORM NUMBERS (Attach completed forms and endorsements that require completion to provide necessary information affecting rates or loss costs)

CLASS CODE	LOC #	BLDG #	DESCRIPTION AND ADDRESS OF PROPERTY	VALU-ATION	SUBJECT	100% VALUES	RATE OR LOSS COST	PREMIUM
	7	1	DESC: office ADDRESS: 243 Route 108 Somersworth NH 03878	RC	BPP	322,844		
	8	1	DESC: office ADDRESS: 518 White Mountain Hwy North NH 03860	RC	B	700,000		
	8	1	DESC: office ADDRESS: 518 White Mountain Hwy North NH 03860	RC	BPP	223,893		
	9	1	DESC: office ADDRESS: 2000 Lafayette Rd Portsmouth NH 03801	RC	B	1,264,000		
	9	1	DESC: office ADDRESS: 2000 Lafayette Rd Portsmouth NH 03801	RC	BPP	226,006		
	10	1	DESC: office ADDRESS: 29 S Broadway Salem NH 03079	RC	B	854,000		
	10	1	DESC: office ADDRESS: 29 S Broadway Salem NH 03079	RC	BPP	167,752		
	11	1	DESC: office-BPP and liab only ADDRESS: 149 Emerald St Keene NH 03431		BPP	152,388		
	12	1	DESC: MAW - storage only ADDRESS: 11 Stickney Ave Concord NH 03301		BPP	154,388		
	13	1	DESC: Tobey Building-fully renovated in 2014 ADDRESS: 45 S Fruit St Concord NH 03301	RC	B	18,750,000		
	13	1	DESC: Tobey Building-fully renovated in 2014 ADDRESS: 45 S Fruit St Concord NH 03301	RC	BPP	3,764,885		
	17	1	DESC: used to own, now they are a tenant ADDRESS: 300 Hanover St Manchester NH 03104	RC	BPP	509,713		
TOTAL						\$ 35,622,343	N/A	\$

Totals include items found on all pages, not including Loc # = BLNK.

SIGNATURE

ALL VALUES AND LOCATION INFORMATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

INSURED'S SIGNATURE	TITLE	DATE
---------------------	-------	------

EMPLOYMENT SECURITY PROPERTY SCHEDULE

Updated February 16, 2017

Dept. Code #	# Loc./Bid.	Address	Actual Cost		Replacement Cost		Liability Coverage	(SF) Total Area	Construction Type	Year Built
			Price we paid	Real Property	Rowley Insurance	Real Property				
2700	Location #1	298 Hanover Street	314,035.00	1,200,000.00	1,200,000.00	1,200,000.00	Yes	10,000	Wood Frame	F-1800's
	Bus Personal Property	Manchester, NH	53,330.17	53,330.17	53,330.17				Brick	B-1950
2700	Location #2	6 Townsend West	1,557,598.75	1,791,000.00	1,791,000.00		Yes	12,000	Steel	2002
	Bus Personal Property	Nashua, NH	702,724.60	702,724.60	702,724.60					
2700	Location #3	646 Union Street, Suite 100	Rent ***	Rent***	Rent***		No	6,540	Steel Frame	1972
	Bus Personal Property	Littleton, NH	165,082.42	165,082.42	165,082.42					
2700	Location #4	151 Pleasant Street	369,520.00	700,000.00	700,000.00		Yes	5,312	Wood Frame	1993
	Bus Personal Property	Berlin, NH	156,291.63	156,291.63	156,291.63					
2700	Location #5	404 Washington Street	726,100.00	722,000.00	722,000.00		Yes	5,300	Wood Frame	1999
	Bus Personal Property	Claremont, NH	160,733.13	160,733.13	160,733.13				Brick	
2700	Location #6	426 Union Ave	389,516.00	1,340,000.00	1,340,000.00		Yes	9,560	Steel Frame	1977
	Bus Personal Property	Laconia, NH	289,311.47	289,311.47	289,311.47				Brick Front	
2700	Location #7	243 Rte 108	1,069,818.00	1,252,000.00	1,252,000.00		Yes	10,000	Wood/Brick	2000
	Bus Personal Property	Somersworth, NH	322,843.92	322,843.92	322,843.92					
2700	Location #8	518 White Mtn Highway	519,750.00	700,000.00	700,000.00		Yes	5,307	Wood/Brick	1998
	Bus Personal Property	Conway, NH	223,892.99	223,892.99	223,892.99					
2700	Location #9	2000 Lafayette Road	611,280.00	1,264,000.00	1,264,000.00		Yes	7,500	Steel Frame	1992
	Bus Personal Property	Portsmouth, NH	226,006.21	226,006.21	226,006.21				Brick & Block	
2700	Location #10	29 South Broadway	465,500.00	854,000.00	854,000.00		Yes	5,504	Wood & Brick	1993
	Bus Personal Property	Salem, NH	167,752.39	167,752.39	167,752.39					
2700	Location #11	149 Emerald Street	Rent ***	Rent***	Rent***		No	4,960	Wood Frame	1984
	Bus Personal Property	Keene, NH	152,387.78	152,387.78	152,387.78				Brick	
2700	Location #12	MAW	Rent***	Rent***	Rent***		No	7,650	Brick & Block	1940
	Bus Personal Property	11 Stickney Ave	154,387.48	154,387.48	154,387.48					
2700	Location #13	45 S. Fruit Street	20,035,066.71	18,750,000.00	18,750,000.00		Yes	77,000	Brick & Block	1920
	Bus Personal Property	Concord, NH	3,764,885.05	3,764,885.05	3,764,885.05					
2700	Location #15	St. Vincent de Paul Society	Itinerant Office	Itinerant Office	Itinerant Office		Yes	180	Steel Frame	1976
	Itinerant Office	Exeter, NH	0.00	0.00	0.00				Brick & Block	
2700	Location #16	NH Voc Rehab	Itinerant Office	Itinerant Office	Itinerant Office		Yes	150	Brick	1920
	Itinerant Office	Lebanon, NH	0.00	0.00	0.00					
2700	Location #17	300 Hanover Street	Rent ***	Rent***	Rent***		Yes	8,645	Steel Frame	1920
	Bus Personal Property	Manchester, NH	509,712.63	509,712.63	509,712.63				Brick	

Itinerant Off

Total Real Property: \$26,058,184.46
 Total Personal Property: \$7,049,341.87
 Total All Property: \$33,107,526.33

\$28,573,000.00
 \$7,049,341.87
 \$35,622,341.87

*** Rental pi

Cyber coverage - optional quote

DATA DEFENDER

Defense and Liability Annual Aggregate Limit: 100,000

Defense and Liability Deductible: 1,000

Defense and Liability Named Malware Sublimit: 50,000

Forensic IT Review Sublimit: 10,000

Identity Recovery Annual Aggregate Limit: 25,000

Identity Recovery Deductible: 250

Legal Review Sublimit: 10,000

Lost Wages Child Elder Care Sublimit: 5,000

Mental Health Counseling Sublimit:1,000

Miscellaneous Unnamed Costs Sublimit: 1,000

PCI Fines and Penalties Sublimit:10,000

PR Services Sublimit: 5,000

Regulatory Fines and Penalties Sublimit: 10,000

Response Expenses Annual Aggregate Limit: 100,000

Response Expenses Deductible: 1,000

Response Expenses Named Malware Sublimit: 50,000

Premium: \$966