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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

July 11, 2014

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

Requested Action

Pursuant to RSA 21-P:37, II, authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), to enter into a one year contract with the New Hampshire Association of Broadcasters (VC #154938-B001), 707 Chestnut Street, Manchester, NH 03104, in the amount of \$66,000.00 for noncommercial sustaining announcements on emergency management and preparedness. Effective upon Governor and Council approval through June 30, 2015. Funding source: 57% Private & Local Funds/32% Federal Funds/11% Fire & EMS Funds.

Funding is available in the SFY2015 operating budget as follows:

02-23-23-236010-27400000	Dept. of Safety – Homeland Sec/Emer Mgmt – Emergency Mgmt Admin	<u>SFY2015</u>
020-500247	Current Expenses-Advertising and Publication	\$66,000.00
Activity Code: 2360		

Explanation

This contract will provide for noncommercial sustaining announcements (NCSAs) to be aired over NH radio stations statewide for the purpose of increasing public awareness of emergency preparedness for natural and manmade hazards and stimulating preparedness measures for communities (i.e., schools, businesses, local governments, etc.) in order to provide NH residents with critical information on protecting themselves and their families during disasters. These NCSAs will not only provide information on such specific disasters as winter storm preparedness, hurricanes, flooding, earthquakes, hazardous materials spills, and terrorism, but will also direct NH residents to visit "ReadyNH", New Hampshire's emergency preparedness website for more information.

A request for proposals (RFP) was posted on the State's Administrative Services website from June 19 through July 3, 2014. On June 26, 2014, a conference call was held (as outlined in the RFP) to review the RFP with potential bidders and allow them to ask questions. The New Hampshire Association of Broadcasters (NHAB) was the only potential bidder to participate. NHAB also submitted the only proposal received in response to the RFP. Per the contract, NHAB will provide the State with **five times more airtime** than if purchased on a station-by-station basis at full commercial rates. This \$5.00 to \$1.00 ratio will enable HSEM to reach the public statewide on a broader variety of emergency preparedness topics at a lower cost.

In the event that Federal funds are no longer available, General funds and/or Highway funds will not be requested to support this program.

Respectfully submitted,


John J. Barthelmes
Commissioner

ATTACHMENT I

Program Name: Radio Commercials to Promote Individual Preparedness and Public Safety

RFP Score Summary	Max Pts	NH Association of Broadcasters
RFP CRITERIA		
Org Capacity	30	30
Plan of Operation	30	30
Budget & Justification	35	35
Format	5	5
Total	100	100

Contract Price	\$	66,000.00
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Definitions of Scoring Criteria:

Org Capacity: The organization's services relate to the program's goal and demonstrate specific experience and knowledge of the New Hampshire Department of Safety's Radio Commercial Program to Promote Individual Preparedness and Public Safety.

Plan of Operation: Proposal is to write and produce radio and television ads for the Department of Safety community preparedness campaign and coordinate airtime of ads at 5.0 times the broadcast value for NCSA spots as directed by HSEM.

Budget & Justification: The Price Offer is appropriate in relation to the proposed activities; is reasonable, detailed and consistent with the intended use of funds.

Format: The proposal adheres to the formatting instructions and directions set forth in the RFP. The required Certificates, Resolutions and documentation have been submitted.

Scoring Committee:

Perry E. Plummer, Director, NH DOS HSEM

Linda C. Tessier, Administrator, NH DOS HSEM

Subject:

RFQ DOS 2015-01 "Request for Radio Commercials"

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH Dept. of Safety, Div of Homeland Security/Emerg. Mgmt.</u>		1.2 State Agency Address <u>33 Hazen Drive</u>	
1.3 Contractor Name <u>NH Association of Broadcasters, CV#15498-800</u>		1.4 Contractor Address <u>707 Chestnut St. Manchester, NH 03104</u>	
1.5 Contractor Phone Number <u>603-627-9600</u>	1.6 Account Number <u></u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>66,000</u>
1.9 Contracting Officer for State Agency <u>Linda C. Tessier, Administrator</u>		1.10 State Agency Telephone Number <u>603-223-3624</u>	
1.11 Contractor Signature <u>Jordan Walton</u>		1.12 Name and Title of Contractor Signatory <u>Jordan Walton, Exec. Director</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>6/30/14</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 <u>Anne Shea</u> [Seal]		<div style="border: 1px solid black; padding: 5px; text-align: center;"> ANNE M. SHEA ★ NOTARY PUBLIC - NEW HAMPSHIRE ★ My Commission Expires April 26, 2015 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Anne Shea, Notary Public</u>			
1.14 State Agency Signature <u>Elizabeth Bielecki</u>		1.15 Name and Title of State Agency Signatory <u>Elizabeth Bielecki, Director of Administration</u>	
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: <u>[Signature]</u> On: <u>7/28/2014</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.

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 renewals 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 renewals) 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

SCOPE OF SERVICES

The responsibilities of the contractor are as follows:

1. Produce 30 or 60 second commercial radio advertisements promoting disaster preparedness and public safety as described in the RFP within seven (7) days of G&C approval estimated to be August 5, 2014. DOS/HSEM expects as many media exposures as possible based on this contract. The selected vendor will define that in advance of final broadcast schedule to DOS/HSEM. The advertisements will be produced in cooperation with and approved by the DOS/HSEM personnel
2. Develop a broadcast schedule to effectively reach the target audience. Such broadcasts will be aired between August 15, 2014 and June 30, 2015 and are subject to approval of schedule.
3. Provide certified demographic information to DOS/HSEM personnel prior to commencement of broadcasting.
4. Provide quarterly performance reports to DOS/HSEM inclusive of which station(s) broadcast the announcements, date and time of broadcasts, total number run, dollar value and estimation of size of audience reached. To provide with affidavits of performance and the following itemized information about each spot: total number run, dollar value and the date and time of airing.
5. Develop a method of measurement and evaluation in concert with DOS/HSEM for post-campaign assessment. This will be approved by DOS/HSEM personnel prior to broadcasting advertisements.
6. To coordinate the establishment of a formal group of at least 33 radio and television stations in New Hampshire to air Non-Commercial Sustaining Announcement (NCSA) spots on emergency management related issues, as decided by DOS/HSEM.
7. To administer said group in terms of supplying to the group all materials needed for air play.
8. To assist DOS/HSEM in writing copy for reading of radio and television NCSA spots.
9. To produce radio and television NCSA spots as specified by DOS/HSEM. Production costs (for no more than six radio NCSA spots) will total no more than \$8,000.
10. To itemize production costs agreed to by DOS/HSEM beyond those costs historically incurred.
11. To duplicate as necessary the materials needed for stations.

12. To provide airtime 5.0 times the broadcast value of this contract (airtime only) \$58,000 (value \$290,000) for radio and television NCSA spots on New Hampshire stations as directed by DOS/HSEM. Production costs and airtime will not exceed \$66,000.00 for the established requirements of this RFP.
13. Based on Federal Communication Commission licenses, stations reserve the right to accept or refuse all radio spots.
14. To ensure the bulk of the ads commence on August 15, 2014, based on a combined community preparedness campaign which includes television and radio ads already developed by a third party.
15. The contractor will be responsible for the payment of subcontractors.

Contractor Initials
Date 6/30/14

EXHIBIT B

TERMS OF PAYMENT

The appropriate account number for the P-37 form, section 1.6 is as follows:

FY2015

02-23-23-2360010-27400000-020-500247

Division of Homeland Security and Emergency Management

Payment for contracted services for radio airtime and production costs will be made upon receipt of itemized invoices as follows:

Payment #1- Invoice due August 15, 2014 \$ 8,000 production and initial airtime costs
(or upon G&C approval)

Payment #2- Invoice due September 15, 2014 \$ 22,000 airtime costs
(or upon G&C approval)

Payment #3- Invoice due October 15, 2014 \$ 22,000 production and initial airtime costs
(or upon G&C approval)

Payment #4- Upon completion of aired broadcasts and Department of Safety's receipt of final performance and evaluation report as stated in the Scope of Services not to exceed June 30, 2015.

\$14,000 airtime costs

Invoices shall be submitted to:

Linda Tessier, Administrator
NH Department of Safety
Division of Homeland Security and Emergency Management
33 Hazen Drive
Concord, NH 03305

Contractor Initials
Date 6/30/14

EXHIBIT C

SPECIAL PROVISIONS

There are no modifications, additions and/or deletions to Form P-37.

It is agreed that the Contractor will meet as needed with DOS/HSEM project personnel to ensure proper implementation of the terms of this contract.

Contractor Initials
Date 6/30/14

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 NEW HAMPSHIRE ASSOCIATION OF BROADCASTERS, INC. is a New Hampshire nonprofit corporation filed November 30, 1954. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of June, A.D. 2014

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

William M. Gardner
Secretary of State



NEW HAMPSHIRE ASSOCIATION OF BROADCASTERS

707 Chestnut Street, Manchester, NH 03104
603 627-9600 ■ FAX 603 627-9603 ■ www.nhab.org

June 24, 2014

The Board of Directors of the New Hampshire Association of Broadcasters voted unanimously on June 24, 2014 to authorize Jordan Walton, Executive Director, to enter into contracts with various New Hampshire State Agencies, including the New Hampshire Department of Safety and the New Hampshire Office of Emergency Management. This authority is valid until June 30, 2015. The purpose of these contracts would be for the Association to provide Radio and/or TV NCSA announcements to said agencies.

This authority continues in effect until the contract with the New Hampshire Department of Safety, Division of Homeland Security and Emergency Management is fully executed.

The New Hampshire Association of Broadcasters is a New Hampshire not for profit corporation, having its principal place of business at 707 Chestnut St., Manchester, NH 03104.

The Officers of the New Hampshire Association of Broadcasters are as follows:

Chair	Bob Cox, Saga Communications, 69 Stanhope Ave, Keene NH 03431
Exec Dir.	Jordan Walton, NHAB, 707 Chestnut St., Manchester, NH 03104
Vice Chair	Gerry McGavick, WBIN-TV, 11 A Street, Derry, NH 03038
Treasurer	Peter DeTone, Great Eastern Radio, 501 South Street, Bow, NH 03304

Bob Cox
Chairman

State of New Hampshire
Hillsborough County

The following was acknowledged by me on this June 24, 2014





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2014

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>MMG (Maine Mutual) Ins.</td> <td></td> </tr> <tr> <td>INSURER B</td> <td>United States Liability Ins.</td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	MMG (Maine Mutual) Ins.		INSURER B	United States Liability Ins.		INSURER C			INSURER D			INSURER E			INSURER F	
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INSURED NH Association Of Broadcasters 707 Chestnut Street Manchester NH 03104																					

COVERAGES **CERTIFICATE NUMBER:** 14 - 15 GL & D&O **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			CF0706494	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
							\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers			NDO2551531	8/18/2013	8/18/2016	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER NH Department of Safety Division of Homeland Security and Emergency Management 33 Hazen Drive Concord, NH 03305	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 Karen Shaughnessy/KAS

New Hampshire Department of Safety

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of Attorney General requires that Request For Proposals (RFP) and Request For Applications (RFA) packages inform all bidders of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the three checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

- 1) The contractor certifies that it **IS** a 501(c)(3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.
- 2) The contractor certifies that it **IS** a 501(c)(3) contractor whose annual total amount of contract work with the State of New Hampshire **equals or exceeds** \$500,000.
- 3) The contractor certifies that it is **NOT** a 501(c)(3) contractor.

INSURANCE REQUIREMENTS for selection #1 – Per RSA 21-I: 13, XIV. The general liability insurance provision for standard state contracts requires any contractor who qualifies for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000 to have:

- Comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

INSURANCE REQUIREMENTS for selection #2 or #3 – Per Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance:

- 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 or occurrence. *(The State of New Hampshire MAY modify these amounts if the State determines contract activities are of low liability risk.)*

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your application package.

\$2,000,000 Per Claim \$2,000,000 Per Incident/Occurrence \$4,000,000 General Aggregate

Jordan Waller, Exec. Director
Signature & Title

6/30/14
Date

This acknowledgement must be returned with your application.



NEW HAMPSHIRE ASSOCIATION OF BROADCASTERS

707 Chestnut Street, Manchester, NH 03104
603 627-9600 ■ FAX 603 627-9603 ■ www.nhab.org

July 28, 2014

RE: Workers' Compensation for RFP 2015-01

15. Workers' Compensation.

Worker's Compensation Coverage: Contractors must demonstrate compliance with or exception from compliance.

New Hampshire Workers' Compensation Coverage is not applicable to NHAB as we do not have any employees. I, as the Executive Director, am employed by M5 Marketing Communication of Manchester, New Hampshire, who is contracted biannually as an Association Management firm.

All of my compensation comes directly from M5 and not from NHAB.

A handwritten signature in black ink that reads "Jordan Walton". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jordan Walton
Executive Director
New Hampshire Association of Broadcasters

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-P

DEPARTMENT OF SAFETY

Homeland Security and Emergency Management

Section 21-P:37

21-P:37 Emergency Management Powers Conferred. – The director shall have general direction and control of the division of homeland security and emergency management, and shall be responsible for the carrying out of the provisions of this subdivision. In the event of disaster beyond local control, the governor may assume direct operational control over all or any part of the emergency management functions within the state. In performing the director's duties under this subdivision and to effect its policy and purposes, the director is authorized to cooperate with the federal government, with other states, and with private agencies in all matters pertaining to the emergency management of this state and of the nation, and is further authorized and empowered:

I. To prepare a comprehensive plan and program for the emergency management of this state, such plan and program to be integrated into and coordinated with the emergency management plans of the federal government and of other states to the greatest possible extent, and to coordinate the preparation of plans and programs for emergency management by the political subdivisions of this state and private agencies, such plans to be integrated into and coordinated with the emergency management plan and program of this state to the greatest possible extent.

II. In accordance with such plan and program for the emergency management of this state, to procure supplies and equipment, to institute training programs and public information programs, and to take other necessary preparatory steps to insure the furnishing of adequately trained and equipped forces of emergency management personnel in time of need.

III. To make such studies and surveys of industries, transportation, communication, housing and medical facilities, and resources, including but not limited to food, petroleum, and housing, and other facilities in the state as may be necessary to ascertain the capabilities of the state for emergency management, and to plan for their most efficient emergency use.

IV. On behalf of the state and subject to the approval of the governor, to coordinate mutual aid plans between or among political subdivisions of the state.

V. [Repealed.]

VI. To prepare a comprehensive plan and program for the evacuation of search and rescue dogs and service animals, as defined in RSA 167-D.

Source. 2002, 257:7. 2003, 319:108, 131, III. 2004, 171:5. 2006, 230:1. 2008, 361:15. 2011, 170:3, eff. Jan. 1, 2012.