



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

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

May 9, 2013

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 FIAI, Inc., d/b/a Cross Insurance, Manchester, New Hampshire (VC # 169834) in the amount of \$45,600 for Producer Services for Property and Casualty Insurance for the State, upon Governor & Council approval, for the period effective July 1, 2013 through June 30, 2015.

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

EXPLANATION

In the past, the RMU procured property and casualty insurance policies. Bid announcements were posted on the State's vendor website, advertised in the newspaper and sent via email to several insurance agents. Insurance producers that responded to the bid notices worked with an insurance carrier to provide a quotation for the State. Under this procurement process, the agent who approached an insurance carrier with a completed application first usually obtained the carrier's business. Over the years, some producers complained that the process favored incumbents and supported the practice of blocking the market by producers who were the quickest to respond to RMU's bid announcement email and contact carriers. Producers also did not favor the open bidding process because of the work required to prepare a quote with no guarantee of a contract.

Based upon a request by the Executive Council, the RMU convened a meeting with several insurance producers in November, 2010 to discuss the issue. The consensus at that meeting was that the use of a single broker for the state's property and casualty program was worthwhile because an assigned producer could provide professional advice on the State's total cost of risk, assist with the identification and management of statewide risks and secure coverage based on those needs in a cost-effective manner. In order to benchmark and incorporate best practices into the Request for Bid (RFB) for Producer Services, the RMU also surveyed risk management departments in other states as well as municipal and private companies in New Hampshire concerning their brokerage selection processes.

As a result, the State now issues an RFB for producer services every two years. In 2011, the RMU contracted with Ferdinando Insurance Agency, Inc. for producer services. The producer is responsible for securing proposals for insurance coverage. See Appendix B for current insurance policies secured by the producer. This contract has also provided access to invaluable expertise and support from the 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.

Her Excellency, Governor Margaret Wood Hassan
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On January 25, 2013, the RMU issued bid invitations through an RFB that was posted on the State website, emailed to 19 vendors and published between January 30 and February 1 in the New Hampshire Union Leader. The RMU received two conforming bids in response to RFB 156-13 for Producer Services for Property and Casualty Insurance. The incumbent, FIAI Inc., dba Cross Insurance, offered the lowest fixed price annual fee for the two year term.

The contract requires FIAI as directed by RMU to solicit insurance coverage from insurance companies and to submit a quotation analysis report with a recommendation for award. FIAI then administers the insurance account once the insurance policy is in place. The contract also requires FIAI to produce a statewide comprehensive insurance risk assessment in each year of the contract to assist the state in the review and design of its risk management program.

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

Respectfully submitted,



Linda M. Hodgdon
Commissioner, Administrative Services

State of New Hampshire

Department of Administrative Services, Risk Management Unit

RFB Results for: Property and Casualty Insurance Producer Services

RFB # 156-2013; Due 3/25/13 at 2:30 pm

Vendor	TOTAL 2-YR CONTRACT
Ferdinando Insurance Associates, Inc.	\$45,600
The Rowley Agency, Inc.	\$59,500

Subject:

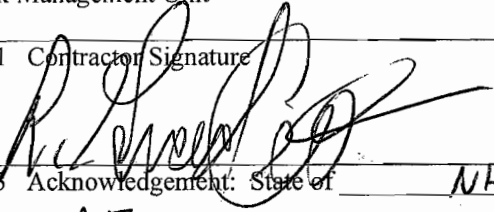
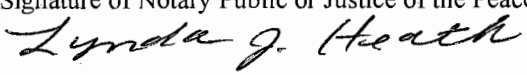

Producer Services for Property and Casualty Insurance

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Risk Management Unit		1.2 State Agency Address 25 Capitol Street, Room 412, Concord NH 03301	
1.3 Contractor Name FIAI, Inc. dba Cross Insurance		1.4 Contractor Address 100 Elm Street, Manchester, NH 03103	
1.5 Contractor Phone Number (800) 969-3218 / (603) 669-3218	1.6 Account Number Individual Agency Expenditures	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$45,600
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 R. Grady Crews, Account Executive	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>April 17, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  -[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Lynda J. Heath Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Department of Administrative Services	
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>M.K. Brun</u> On: <u>5/13/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

11. CONTRACTOR'S RELATION TO THE STATE.

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

12. ASSIGNMENT/DELEGATION/

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

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

14. INSURANCE.

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

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

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

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

Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

RJC
4-12-13

EXHIBIT A

SCOPE OF SERVICES

I. PURPOSE.

The Contractor hereby agrees to act as the Broker of Record on behalf of the State for securing property and casualty insurance coverage and providing related services in accordance with the specifications of RFB 156-13 and as described herein.

The terms "Contractor" and "Producer" are used interchangeably and are intended to be synonymous.

II. TERM.

The term shall be for a two (2) year period commencing July 1, 2013, or upon Governor and Council approval, whichever is later, and expire on June 30, 2015. After the contract expiration date of June 30, 2015, the contract may be renewed for up to an additional term of one (1) year upon terms and conditions as the parties may mutually agree and upon the approval of the Governor and Council.

The State shall have the right to terminate the contract, if a contract is awarded, at any time by giving the producer thirty (30) days advance written notice.

III. SPECIFICATIONS FOR PROPERTY AND CASUALTY INSURANCE PRODUCER SERVICES.

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.

The Contractor shall provide a comprehensive insurance risk assessment of the State, solicit insurance coverage from insurance companies as a representative of the State, and shall provide general administration of the account for the insurance policies and third party administration contracts as shown in Appendix B and for any additional policies that the Contractor may be asked to obtain within the timeframe of this contract.

The State shall contract directly with insurance carriers and/or third party administrators for insurance coverage and related services. Any contracts between the State and insurance carriers and/or third party administrators shall be submitted for Governor and Council ("G&C") approval.

Specific responsibilities include, but not 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 Contractor 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 that the Contractor 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 June 30, 2014.
- issue a risk assessment update report by March 31, 2015.

The risk assessment is confined to traditional risk management and the policies currently managed by RMU; however, the State expects the Contractor may address exposures and risks that are not currently covered by insurance policies, such as general liability exposure for example.

B. SECURE INSURANCE COVERAGE

The Contractor shall 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 identify coverage options on behalf of the State for all insurance policies listed in Appendix B expiring between this contract effective date of July 1, 2013 and June 30, 2015.

In particular, the Contractor 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, contract 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 Contractor shall be willing to 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 thirty (30) 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 have the final decision on which insurance company with whom the State will contract with.
- All insurance contracts over \$10,000 are subject to G&C approval. 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 producer's quotation analysis report, a certificate of authority, a certificate of good standing and a certificate of insurance from the insurance company.
- The State may ask the Contractor to attend the targeted G&C meeting to discuss the contracts and/or assist in answering questions that may arise concerning the insurance item.
- Upon receiving G&C approval, the Contractor shall bind coverage and maintain coverage through the policy expiration date.
- Upon receiving G&C approval, the State shall pay the chosen insurance company directly according to the terms of the policy.

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.

The Contractor will continue to service such policies until the policy's expiration date. There will be no interruption of existing insurance policies and third party administrator contracts prior to each policy's expiration date. The writing broker is the broker of record/Contractor which secured and insured the policy for the State prior to this contract implementation.

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 or any additional policies secured at the request of RMU, with a current annual premium over \$10,000, on bid results with a recommendation for award. The State encourages the Producer 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 thirty five (35) days prior to policy expiration.
- identify which markets were approached, their quotation or declination and reason, premium, specimen policy language and the Producer's recommendation.
- If the Producer recommends an insurance company that is not the lowest bidder; the Producer needs to have detailed justification for the recommendation. Factors to be considered in evaluating coverage are the cost, coverage terms and insurance limits.
- The State will have the final decision on which insurance company with whom the State will contract with.

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.
- host two annual meetings to review the account on a global basis determine goals for the upcoming year and review accomplishments of the past year.

- meet with RMU staff as necessary to carry out duties under the contract
- agree to provide RMU or designee with access to Contractor'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:

Grady Crews
Phone: 603 206-9912

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.

EXHIBIT B

CONTRACT PRICE AND PAYMENT TERMS

1. **CONTRACT PRICE.** The Contractor hereby agrees to provide the services in complete compliance with the terms and conditions specified in Exhibit A at the price below for the term of the contract ("contract price").

Total for Two-Year Term (July 1, 2013 – June 30, 2015)

\$45,600

2. **INVOICING.** The Contractor shall submit quarterly invoices to be paid in equal amounts (\$5,700) over the annual contract term beginning on October 1, 2013.

The invoices shall be sent to:

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

The Risk Management Unit shall invoice the state agencies quarterly according to their apportioned responsibility for work conducted by the Contractor. The Risk Management Unit shall provide the Contractor with amounts due by each state agency and the agencies will pay the Contractor directly. The Contractor shall notify the Risk Management Unit of payments made. The Contractor and the Risk Management Unit may agree to amend the invoicing process as necessary.

3. **PAYMENT.** The State agencies shall make payment to the Contractor electronically or by check mailed to the address in Section 1.4 of the P-37 for amounts owed. Payment terms are net thirty (30) days subject to the Risk Management Unit's approval of the submitted invoice.

EXHIBIT C

SPECIAL PROVISIONS

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

1. 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.

RJC
25-17-13

APPENDICES

Appendix A	Performance Guarantees
Appendix B	Inventory of Insurance Policies

Contractor's Initials: *RAC*
Date: *4-17-13*

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.

**GENERAL
GUARANTEE**

PROVISIONS

**GUARANTEE
EFFECTIVE PERIOD**

The performance guarantee will be effective for the contract period which will commence upon Governor and Council approval, or on July 1, 2013, whichever is later, and expire on June 30, 2015.

The performance guarantees will be evaluated on an annual basis at the performance guarantee audit. The performance guarantee audit will be held within forty-five (45) days of June 30, 2014, and June 30, 2015 and 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 thirty (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 156-13 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
4. Meetings

**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 the meetings took place as scheduled.

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 \$20,000 for the two 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 (30) 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, 2015.

1. Risk Assessment Reports

Producer's Commitment

Issue a risk assessment report, per Exhibit A., Scope of Services, Part III. A. Risk Assessment, and deliver to RMU no later than June 30, 2014.

Issue a risk assessment update report and deliver to RMU no later than March 31, 2015.

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

2. Secure Insurance Coverage/Quotation Analysis Report

Producer's Commitment

The Producer shall issue a quotation analysis report(s) and deliver to RMU, per Exhibit A., Scope of Services, Part III. B. Secure Insurance Coverage, no later than thirty five (35) days prior to a policy's expiration. For example, if a policy expires in October 1 2013, the report is due by August 27, 2013.

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

3. Administration/Policy Issuance and Checking

Producer's Commitment

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

Policy language shall be 100% accurate at the time of delivery to RMU after being checked by producer. (weighted score= 50%)

RDC
4-12-13

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 and the language is not 100% accurate at the time of delivery. The penalty will be structured as follows:

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

4. Meetings

Producer's Commitment

The performance guarantee annual audit, as described on pages 14 and 15, will be held within forty-five (45 days) of June 30, 2014, and June 30, 2015 to evaluate the prior year's contract term. (weighted score= 50%)

Annual meetings, per Exhibit A., Scope of Services, Part III. D. Administration, to be held no later than April 1, 2014 and April 1, 2015. (weighted score= 50%)

At least one representative from producer's organization will attend each of the above mentioned meetings.

State's Commitment

RMU will facilitate producer access to the appropriate personnel at State agencies for the above mentioned meetings.

At least one representative from RMU will attend each of the above mentioned meetings.

Performance Goal

100%

Penalty

Producer will incur a penalty with the weighted average as shown above if the above mentioned meetings aren't held as indicated 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

Contractor's Initials: *RSC*
Date: *4-17-13*

APPENDIX B

INVENTORY OF INSURANCE POLICIES

Appendix B, the State's insurance policy inventory as of April 2013, is attached hereto. The Contractor may be asked to secure coverage and for additional policies within the timeframe of this contract.

Contractor's Initials: *RSC*
Date: *4-12-13*

The State of New Hampshire, Risk Management Unit
Appendix B to RFB 156-13

Type of Insurance Coverage State Agency	Insurance Agency Insurance Carrier	Policy ID # Policy Dates, Limits and Deductibles	Annual Premium	Type of Coverage: P=Property L=Liability U=Umbrella B=Bond IM=Inland Marine WC=Workers' Compensation	RSA Requiring Purchase	Contract Expiration Date
Aircraft Liability and Inland Marine	Ferdinando Ins. Associates, Inc. (FIAI, aka Cross Insurance)	AV045823202 11/1/2012-11/1/2013 \$4 M each occ. BI & PD (includes passengers) \$10,000 Medical Expenses each person including crew General Liability coverage only; no physical damage Inland marine coverage for equipment on aviation fleet In amount of \$261,068	\$9,292	L & IM	NONE	Exp: 11/1/2013
Dept of Safety	Ferdinando Ins. Associates, Inc. (FIAI, aka Cross Insurance)	BBV1723709 7/1/12-7/1/13 \$200,000-all positions (increased limits apply to some senior positions)	\$6,352	B - (Form P, Public Employee Dishonesty) courts=errors & omissions	Shall Surety Bond 93-B-3	Exp: 6/30/2013
Aviation fleet	National Union Fire Insurance Co./Peerless Ins.	CFF1075654 1/1/4/13-1/1/4/14	\$5,553 \$16,659 (3Yr.)	P & L U	NONE lease	Exp: 1/1/4/14
All State Agencies	NGM Insurance Co.	\$5,000 deductible				
Blanket Public Official	Ferdinando Ins. Associates, Inc. (FIAI, aka Cross Insurance)	BBV1723709 7/1/12-7/1/13	\$6,352	B - (Form P, Public Employee Dishonesty) courts=errors & omissions	Shall Surety Bond 93-B-3	Exp: 6/30/2013
Derry, Franklin, Jeffrey District Courts	Rowley Agency Cincinnati Insurance	CFF1075654 1/1/4/13-1/1/4/14	\$5,553 \$16,659 (3Yr.)	P & L U	NONE lease	Exp: 1/1/4/14
DAS - Court Facilities	Rowley Agency Cincinnati Insurance	CFF1075654 1/1/4/13-1/1/4/14	\$5,553 \$16,659 (3Yr.)	P & L U	NONE lease	Exp: 1/1/4/14
Gotham Site, 80 Glen Rd	Ferdinando Ins. Associates, Inc. (FIAI, aka Cross Insurance)	Policy # E847861-7-28-0-1211 12/1/0/12 - 12/1/0/13 \$326,000 blanket limit Bldg 1 = \$169,000 and Bldg 2=\$157,000(office storage) 100% Co Ins. \$1,000 ded \$ 5,000 Computer Coverage / \$1250 Medica	\$701	P	NONE	Exp: 12/10/2013
Renney Mountain Radio Communication Tower Dept of Safety	Ferdinando Ins. Associates, Inc. (FIAI, aka Cross Insurance)	1/28/2013-1/28/2014 Policy #'s IM8904146, CBP 8895852, U-CBP8934299 Property \$60,652 & GL \$500 ded on bldg Tower \$130,000, equip/gen \$30,000 ded \$1000 General Liability Umbrella	\$2,649 \$143 \$1,171 \$33 \$1,302	P & L IM U	NONE required by lease	Exp: 1/28/2014
GL, tower & equipment, building Fox Forest Reservation	Ferdinando Ins. Associates, Inc. (FIAI, aka Cross Insurance)	CBP8934299 1/28/13-1/28/14 \$1,000 ded per bldg Property General Liability Contractors Equipment Blanket Limit: \$1,637,788	\$5,252 \$4,360 \$592 \$300	P L IM	NONE	Exp: 1/28/14
Lakeport & Murphy Dams	Ferdinando Ins. Associates, Inc. (FIAI, aka Cross Insurance)	Policy # CBP 8934299 1/28/2013 - 1/28/2014 Property, RC, 100% co-ins. Deductible \$1,000 Earthquake coverage applies Earthquake deductible 5% of bldg. Value GL \$1M per occ/\$2M aggregate GL \$2M products comp/opp ogg Policy # CFA 0325482-13 4/1/13-4/1/14	\$2006 - Murphy \$644 - Lakeport	P L	NONE	1/28/2014
Employment Security	Ferdinando Ins. Associates, Inc. (FIAI, aka Cross Insurance)	Policy # CFA 0325482-13 4/1/13-4/1/14	\$47,645	L & P (Fire & Media Coverage - [Spec Peril])	NONE	4/1/2014
General Liability and Property	Accadia	Real property & personal property coverage/\$1,000 deductible Business income/extra expense \$1M per occ./ogg. Boiler and machinery coverage GL \$1 M per occ limit/\$2 M ogg TRIA				
Fish and Game	Ferdinando Ins. Associates, Inc. (FIAI, aka Cross Insurance)	NHCONC-VIP 7/1/2012 - 7/1/2013	\$985	L	214-23-C	Exp: 7/1/2013
Hunter Education Volunteer Program	The CIMA Companies Lloyds of London	\$1M per occurrence/\$3M aggregate				

Contractors Initials: _____
Date: _____

The State of New Hampshire, Risk Management Unit
Appendix B to RFB 156-13

Type of Insurance Coverage State Agency	Insurance Agency Insurance Carrier	Policy ID # Policy Dates, Limits and Deductibles	Annual Premium	Type of Coverage: P=Property L=Liability U=Umbrella B=Bond IM=Inland Marine WC= Workers' Compensation	RSA Requiring Purchase	Contract Expiration Date
Foster Parents DHS- Division for Child, Youth & Families	Ferdinando Ins. Associates, Inc. (FIA, aka Cross Insurance) Western World Insurance Co.	Policy NPPI1317281 10/11/12-10/11/13 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 general liability \$300,000 combined single limit, \$300,000 aggregate; Damage to rented premises \$100,000 per occurrence; \$250 deductible Policy # CBP8930194	\$55,147.50	L	RSA 170 G:3	Exp 10/11/2013
John E Stone and Shieling Forest Estate DRED a.k.a Urban Forestry Center	Ferdinando Ins. Associates, Inc. (FIA, aka Cross Insurance) Peerless Insurance Company	1/28/13-1/28/14 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) IM coverage for items in John E. Stone Estate with \$250 ded.	Stone \$4,799 Shieling \$2156	IM	Insurance required by trust agmt	Exp 1/28/14
OHV, Snowmobile Trails and Easement for NH Heritage Trail	Rowley Agency	CLA 15004646-23 1/1/13 - 1/1/14 \$2M per occurrence \$2M aggregate No deductible \$250,000 a/mgs to rented premises ea occurrence KIT-CMB-7610P55-2	\$58,003	L - [Protects landowners other than the State]	260:61 216-A:14	Expires 1/1/2014
DRED-Bureau of Trails	Acadia Insurance	\$2M per occurrence \$2M aggregate No deductible			Shall	Contract period- 1/1/2011-1/1/2014
Property - State-Owned Various State agencies	Slowsby Insurance Agency	\$250,000 a/mgs to rented premises ea occurrence KIT-CMB-7610P55-2	\$335,376	P - Flood and EQ	NONE	Exp 5/1/13
Register of Deeds Fidelity and Faithful Performance Bond Dept of Revenue	Travelers Ins. Co.	5/1/12-5/1/13 Blanket: \$1,022,429,379 Liquor Warehouse stock \$4M & EDP system \$350,000 \$1M Deductible	\$5,560 \$27,800 (5yr.)	B	788:8 Chapter 27	Expires 10/1/2014
Cannon Mountain Ski Area DRED	Ferdinando Ins. Associates, Inc. (FIA, aka Cross Insurance) Hanover Insurance Co.	Policy # F278622Y 7/1/12-7/1/13 Coverage limits based on county tax revenue ranges from \$170,000 to \$3,250,000 \$10,000 deductible Policy # WFR-GL-0010076-4 & WFR-XS-0010136-2	\$100,105	GL U	Shall 225-A:25 227:2	Expires 2/1/15
Watercraft Various State Agencies	Ferdinando Ins. Associates, Inc. (FIA, aka Cross Insurance) International Marine Underwriters	2/1/13-2/1/14 \$1M ea occur- \$1M dmg to premises rented \$2M products-completed ops aggregate \$1M personal injury & Adv injury- Excludes Medical Expense \$1M Excess Liability \$2M Aggregate B5JH3122 6/4/2012 - 6/4/2013 Liability insurance (Protection & Indemnity): \$1M limit with deductible \$1,000 BI and \$1,000 PD Liability on 465 vessels and hull coverage on 6 vessels Hull coverage up to value of vessel with \$2,500 deductible	\$20,941	L = P & I P= hull coverage	Shall 21-1:7 (c)	Exp. 6/4/2013
Winnepesaukee River Basin Program DES - Water Division	Ferdinando Ins. Associates, Inc. (FIA, aka Cross Insurance) Philadelphia Insurance	Policy # PHPK913424 9/1/12-9/1/13 Philadelphia Insurance Co. \$42,588,000 blanket property \$10,000 Deductible PD Flood=\$15M per premise/\$15M aggregate \$25,000 Deductible Flood Quake=\$15M per premise/\$15M aggregate \$25,000 Deductible Quake Boiler and Machinery coverage with \$10,000 deductible Inland Marine coverage \$130,000 limit/\$1,000 deductible	\$25,794	P IM	Shall 485-A:53	Expires 9/1/13

The State of New Hampshire, Risk Management Unit
Appendix B to RFB 156-13

Type of Insurance Coverage State Agency	Insurance Agency Insurance Carrier	Policy ID # Policy Dates, Limits and Deductibles	Annual Premium	Type of Coverage: P=Property L=Liability U=Umbrella B=Bond IM=Inland Marine WC=Workers' Compensation	RSA Requiring Purchase	Contract Expiration Date
Workers' Compensation coverage for return to work participants Dept of Employment Security	Ferdinando Ins. Associates, Inc. (FIA), aka Cross Insurance Riverport Insurance Company	WC-28-83-004992-01 10/12/12-10/12/13 sidutory limits	\$22,308 Insurance premium	WC	RSA 282-A-9 RSA 282-A-26-d	10/12/2013
Motorcycle Rider Program Dept of Safety-DMV	Motorcycle Society Foundation	4/3/13-12/15/13 L \$2,000,000/\$2,000,000 Medical \$10,000	\$27,605	L	None	Exp: 12/15/13 seasonal

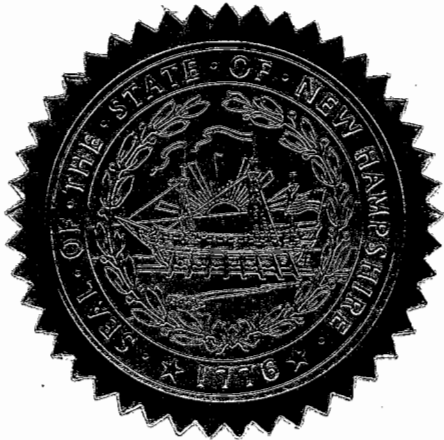
Contractors Initials _____
Date: _____

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 FIAI, Inc. a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on January 12, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of April, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/CERTIFICATE OF AUTHORITY

I, Daniel G. McKay, hereby certify that I am duly elected Clerk of FIAI, Inc. I hereby certify that the following is a true copy of a vote taken at a meeting of the Board of Directors of FIAI, Inc., duly called and held on March 11, 2013, at which a quorum of the Board of Directors was present and voting.

VOTED: That R. Grady Crews, the Senior Account Executive for FIAI, Inc., acting singly, is duly authorized to enter into a specific contract namely Producer Services for Property and Casualty Insurance with The State of New Hampshire and further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of April 17, 2013, and that R. Grady Crews is duly elected Senior Account Executive of FIAI, Inc.

DATED: April 17, 2013

ATTEST:



Daniel G. McKay, Clerk

(Affix Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2013

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

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

PRODUCER Cross Insurance 74 Gilman Road P.O. Box 1388 Bangor ME 04401	CONTACT NAME: Woodrow Cross, II PHONE (A/C No. Ext): (207) 947-7345 FAX (A/C No.): E-MAIL ADDRESS: w2cross@crossagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hanover Insurance Group, Inc.</td> <td>22292</td> </tr> <tr> <td>INSURER B: Maine Employers Mutual Ins Co.</td> <td></td> </tr> <tr> <td>INSURER C: Utica Mutual Ins Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Group, Inc.	22292	INSURER B: Maine Employers Mutual Ins Co.		INSURER C: Utica Mutual Ins Co		INSURER D:		INSURER E:		INSURER F:
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INSURER C: Utica Mutual Ins Co														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Cross Financial Corp. & FIAI, Inc. dba Cross Insurance - Manchester P O Box 1388 Bangor ME 04402														

COVERAGES **CERTIFICATE NUMBER:** CL128270078 **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ZDP687501709	7/21/2012	7/21/2013	EACH OCCURRENCE \$ 1,000,000
	<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) \$ 5,000
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY		ABP472889018 ADP915322602	7/21/2012	7/21/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		UHP433098218	7/21/2012	7/21/2013	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		5101800114	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				E.L. EACH ACCIDENT \$ 500,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
C	Errors & Omissions		4179150	5/1/2012	5/1/2013	Each Loss Limit \$10,000,000
A	Crime/Fidelity		BDP1834885	7/21/2012	7/21/2013	Limit \$500,000

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

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire 25 Capitol Street 1st Floor, Room 102 Concord, NH 03301-6312	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 Melanie Campbell/MJC <i>Melanie A. Campbell</i>
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Insurance Contact List
 Producer Services for Property Casualty Insurance RFB 156-13

Contact Name	Company	City	State	Zip	Phone	Email
Lance	Able Insurance Agency	Concord	NH	03301	(603) 225-6617	lance@able2insure.com
Paul Shanley	Amity Insurance	North Quincy	MA	02171	(617) 769-5342	psanley@amityins.com
Christopher Wocell	Arthur J. Gallagher & Co	Nashua	NH	03061	(603) 882-7630	
Will Infantine	Aspen Insurance	Manchester	NH	03105	(603) 647-0900	winfantine@aspen-ins.com
James Samson	CorVel Corp/Northeast Region	Acton	MA	01720	(207) 967-3896	james.samson@corvel.com
Bret Cote	Davis & Towle Group	Concord	NH	03301	(800) 652-5159	bcote@darkinsurace.com
Beth Needham	Eaton & Bruce Insurance Agency	Milford	NH	03055-0037	(603) 886-4230	bneedham@eatonbreube.com
Bryan Bernier	Eaton & Berube Insurance Agency, Inc.	Milford	NH	03055-0037	(603) 673-0500	bbernier@eatonberube.com
Marc Berube	Eaton & Berube Insurance Agency, Inc.	Milford	NH	03055-0037	(603) 673-0500	mbreube@eatonberube.com
Brian Parsons	FLAI dba Cross Insurance	Manchester	NH	03101	(800) 969-3218	bparsons@crossagency.com
Carrie Morgan	FLAI dba Cross Insurance	Manchester	NH	03101	(800) 969-3218	cmorgan@crossagency.com
Grady Crews	FLAI dba Cross Insurance	Manchester	NH	03101	(800) 969-3218	grews@crossagency.com
Kathy Landrigan	FLAI dba Cross Insurance	Manchester	NH	03104	(800) 969-3218	
Merideth Hendershot	FLAI dba Cross Insurance	Manchester	NH	03101	(800) 969-3218	mhendershot@crossagency.com
Cara Scala	Foy Insurance	Pembroke	NH	03275	(603) 224-1121	cara.scala@foyinsurance.com
Vivian-Vaudreuil	Foy Insurance	Pembroke	NH	03301	(603) 224-1121	Vivian.Vaudreuil@foyinsurance.com
Charles Hamlin	Infantine Insurance	Bedford	NH	03110	(603) 669-0704	chuck@infantine.com
Paul Sullivan	Infantine Insurance	Manchester	NH	03108-5125	(603) 669-0704	pau@infantine.com
Art Moldarez	Lakeside Insurance Agency	Windham	NH	03087	(800) 985-9033	molar@lakeside-ins.com
David Herod	Minuteman Group- Slawbsy Insurance Agency	Nashua	NH	03061	(800) 258-1776	dherod@minutemangroup.com
Robert Nash	NH Assoc of Insurance Agents	Concord	NH	03301	(603) 224-3965	bob@nhaa.com
Deborah Stone	NH Department of Insurance	Concord	NH	03301		
George W. Roussos	Orr & Reno	Concord	NH	03302-3550	(603) 223-9143	groussos@orr-reno.com
Deborah Hammond	TD Bank North Insurance	North Conway	NH	03860	(603) 356-9471	Deborah.Hammond@TDBankNorthIn
Michael Guarino	TD Bank North Insurance	Bedford			(800) 723-2877	michael.guarino@tdinsure.com
Jennifer Porter	The Rowley Agency	Concord	NH	03301	(603) 224-2562	jporter@rowleyagency.com
Robert Simpson	The Rowley Agency	Concord	NH	03301	(603) 224-2562	rsimpson@rowleyagency.com
Tami Oneill	The Rowley Agency	Concord	NH	03301	(603) 224-2562	toneill@rowleyagency.com
Chris Chapman	USI New England	South Portland	ME	04106	(207) 239-3582	chris.chapman@usi.biz
Laurie McIntire	People's United Insurance Agency- Chittenden Insurance Group	Portsmouth	NH	03801	(603) 436-1555	laurie.mcintire@peoples.com
Louis Levine						
Toni Pirri						

ies in the Condominium and to con-
 all utilities in and servicing the Con-
 num for the purpose of servicing
 idual units which may be created on
 onvertible land and/or for the pur-
 of servicing the withdrawable land in
 vent that the withdrawable land is
 drawn from the Condominium all as
 er described in the Declaration.

term "Norris Brook Condominium"
 ondominium", as used herein, means
 the premises described in Exhibit A
 e Declaration as amended, including
 art all of the land on which the
 ings are located, and reference may
 ade to said Exhibit A for a description
 id land. The post office address of
 is "Brook Condominium is Epping
 Exeter, New Hampshire. The Con-
 num units in Norris Brook Con-
 num are primarily intended for resal-
 use and the restrictions on that
 are embodied in the Declaration, in-
 d the By-Laws which are a part
 eof, which Declaration and
 dments thereto are incorporated
 n by reference thereto.

units, undivided interests in the
 non Area, and rights of easements
 eyed hereby are the premises
 red by Lynden Gate Corp., by deed of
 rd K. Bendetson, Trustee, dated Feb-
 7, 1985, recorded in Rockingham
 ty Registry of Deeds in Book 2531,
 1309.

es assessed on the above described
 omium unit and its undivided in-
 t in the Common Area shall be pro-
 as of the date of closing.

enefits and obligations hereunder
 inure to and be binding upon the
 devisees, representatives, succes-
 and assigns of the respective parties
 o.

mortgagor's title see deed recorded at
 ingham County Registry of Deeds
 5125, Page 2227.

**NOTICE: PURSUANT TO NEW HAMP-
 RE RSA 479:25 YOU ARE HEREBY
 TIFIED THAT YOU HAVE A RIGHT TO
 ION THE SUPERIOR COURT FOR
 COUNTY IN WHICH THE MORT-
 ED PREMISES ARE SITUATED WITH
 QUES UPON THE MORTGAGEE, AND
 V SUCH BOND AS THE COURT MAY
 JIRE TO ENJOIN THE SCHEDULED
 ECLOSURE SALE.**

se premises will be sold and conveyed
 et to and with the benefit of all rights,
 s of way, restrictions, easements, cov-
 ts, liens or claims in the nature of
 improvements, public assessments,
 and all unpaid taxes, tax titles, tax
 water and sewer liens and any other
 cipal assessments or liens or existing
 mbrances of record which are in force
 are applicable, having priority over
 mortgage, whether or not reference to
 restrictions, easements, im-
 ments, liens or encumbrances is
 in the deed.

AS OF SALE:
 eposit of TEN THOUSAND DOLLARS
 000.00) by certified or bank check
 e required to be paid by the pur-
 r at the time and place of sale. The
 ce is to be paid by certified or bank
 at Ablitt Scofield, P.C., 304 Cam-
 e Road, Woburn, MA 01801, other
 and conditions will be provided at
 lace of sale. The description of the
 uses contained in said mortgage shall
 ol in the event of an error in this
 cation.

**OTHER TERMS, IF ANY, TO BE AN-
 NCED AT THE SALE.**

Present holder of said mortgage,
 HSBC Bank USA, N.A.,
 as Indenture Trustee for the
 registered holders of the
 Renaissance Home Equity Loan
 t-Backed Certificates, Series 2005-1
 By its Attorneys,

its agent prior to the commencement of the
 public auction. The balance of the pur-
 chase price must be paid in full by the
 successful bidder in cash or by certified
 check within thirty (30) days from the date
 of the public auction, or on delivery of the
 foreclosure deed, at the option of the Mort-
 gagee. The deposits placed by unsuccess-
 ful bidders shall be returned to those
 bidders at the conclusion of the public
 auction. The successful bidder shall ex-
 ecute a Memorandum of Foreclosure Sale
 immediately after the close of bidding. If
 the successful bidder fails to complete the
 purchase of the Mortgaged Premises, the
 Mortgagee may, at its option, retain the
 deposit as liquidated damages.

RESERVATION OF RIGHTS: The Mort-
 gagee reserves the right to (i) cancel or
 continue the foreclosure sale to such sub-
 sequent date or dates as the Mortgagee
 may deem necessary or desirable, (ii) bid
 upon and purchase the Mortgaged Prem-
 ises at the foreclosure sale, (iii) reject any
 and all bids for the Mortgaged Premises
 and (iv) amend or change the terms of sale
 set forth herein by announcement, written
 or oral, made before or during the foreclo-
 sure sale. Such change(s) or amendment(s)
 shall be binding on all bidders.

Other terms to be announced at sale.

The Bank of New York Mellon Ita
 The Bank of New York, as Successor
 Trustee for JPMorgan Chase Bank, N.A.,
 as Trustee for NovaStar Mortgage Funding
 Trust, Series 2005-3 NovaStar Home
 Equity Loan Asset-Backed Certificates,
 Series 2005-3
 Present holder of said mortgage,
 by its Attorneys
 Susan W. Cody
 Korde & Associates, P.C.
 321 Billerica Road, Suite 210
 Chelmsford, MA 01824-4100
 (978) 256-1500

RFB 12-009606 Morn (January 23, 2013),
 (January 30, 2013), (February 6, 2013)
 (UL Jan. 23, 30; Feb. 6)

Legal Notice

The State of New Hampshire is soliciting
 bids to establish a service contract with an
 insurance producer to act as the Broker of
 Record on behalf of the State for securing
 property and casualty insurance policies
 and related services. Specifications and
 bid forms may be obtained at [http://www.
 admin.state.nh.us/purchasing](http://www.admin.state.nh.us/purchasing), RFB
 156-13, or at the Bureau of Purchasing, 25
 Capitol Street, Concord, NH. All bids must
 be submitted to the Bureau of Purchasing
 no later than 2:30 p.m. on March 25,
 2013.

Tammy Nelson
 Administrative Services
 (UL Jan. 30, 31; Feb. 1)

recorded with the Grafton County Registry
 of Deeds at Book 2999, Page 0218.

The description of the property contained
 in the mortgage shall control in the event
 of an error in this publication.

For Mortgagors' Title see deed dated May
 19, 2004 and recorded in Book 2999 at
 Page 218 with the Grafton County Registry
 of Deeds.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA
 479:25, YOU ARE HEREBY NOTIFIED
 THAT YOU HAVE A RIGHT TO PETITION
 THE SUPERIOR COURT FOR THE
 COUNTY IN WHICH THE MORTGAGED
 PREMISES ARE SITUATED, WITH SER-
 VICE UPON THE MORTGAGEE, AND
 UPON SUCH BOND AS THE COURT MAY
 REQUIRE TO ENJOIN THE SCHEDULED
 FORECLOSURE SALE.

The Property will be sold subject to all
 unpaid real estate taxes and all other liens
 and encumbrances, which may be entitled
 to precedence over the Mortgage. Notwith-
 standing any title information contained in
 this notice, the Mortgagee expressly dis-
 claims any representations as to the state
 of the title to the Property involved, as of
 the date of the notice of the date of sale.
 The property to be sold at the sale is "AS IS
 WHERE IS".

TERMS OF SALE

A deposit of Five Thousand (\$5,000.00)
 Dollars in the form of a certified check,
 bank treasurer's check or other check
 satisfactory to Mortgagee's attorney will be
 required to be delivered at or before the
 time a bid is offered. The successful bid-
 der(s) will be required to execute a pur-
 chase and sale agreement immediately
 after the close of the bidding. The balance
 of the purchase price shall be paid within
 thirty (30) days from the sale date in the
 form of a certified check, bank treasurer's
 check or other check satisfactory to Mort-
 gagee's attorney. The Mortgagee reserves
 the right to bid at the sale, to reject any
 and all bids, to continue the sale and to
 amend the terms of the sale by written or
 oral announcement made before or during
 the foreclosure sale.

Dated at Pawtucket, Rhode Island, on
 January 22, 2013

Deutsche Bank National Trust Company,
 as Indenture Trustee, for New Century
 Home Equity Loan Trust 2005-3
 By its Attorney,
 Holly L. Rutko, Esquire
 Rutko Law Office, LLC
 1070 Main Street, Suite 301
 Pawtucket, RI 02860
 401-475-4646
 (UL Jan. 30; Feb. 6, 13)

Going Online?
 See more public notices at
www.unionleader.com

REQUEST FOR QUALIFICATIONS
INSTALLATION AND INTEGRATION OF CLOSED
CIRCUIT SECURITY CAMERAS WITH S2 ACCESS
CONTROL SECURITY PLATFORM

The Nashua School District, Nashua, NH, is seeking statements of
 qualifications from interested contractors for the installation and
 integration of closed circuit security IP cameras, Access Security
 Platform manufactured by S2, and all related equipment at 17
 schools within the Nashua School District.

You may view the full Request for Qualifications on the City
 of Nashua website: Current Bids ([http://www.gonashua.com/
 CityGovernment/Departments/Purchasing/Bids/CurrentBids/](http://www.gonashua.com/CityGovernment/Departments/Purchasing/Bids/CurrentBids/))

All requests for documents electronically, or other information
 should be directed to Nashua School District, Shawn M. Smith,
 Director, Plant Operations, 38 Riverside Drive, Nashua, NH, 03062,
 (603)589-2780.

Three copies of the Statement of Qualifications and all supporting
 documentation must be received no later than 2:00 PM on Friday,
 February 1, 2013 to the above address

State 59720