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m.c.



State of New Hampshire

DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

February 14, 2019

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

Requested Action

Pursuant to RSA 263:34-b, authorize the Department of Safety (DOS), Division of Motor Vehicles, to enter into an agreement with the USI Insurance Services LLC (VC# 286651-B001), 3 Executive Parks Drive, Suite 300 Bedford, NH 03110, for an amount not to exceed \$22,314.00 to provide liability insurance for the Motorcycle Rider Education Program (MREP). The contract will be effective upon Governor and Executive Council approval through March 31, 2020. Funding Source: 100% Agency Income.

Funds are available in the SFY2019 operating budget and contingent upon availability and continued appropriations in SFY 2020 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-233010-82000000 Dept. of Safety – Division of Motor Vehicles – Motorcycle Rider Education Program			
020-500250	Current Expenses – Insurance & Bond Premium	<u>SFY2019</u>	<u>SFY2020</u>
		\$4,828.50	\$17,485.50
			<u>Total</u>
			\$22,314.00

Explanation

This contract provides for continued general liability insurance coverage for the Motorcycle Rider Education Program and its participating landowners. USI Insurance Services (USI) arranged for this purchase in accordance with its contract with the State for *Producer Services*, approved by the Governor and Executive Council on May 16, 2018 (item #73). The Risk Management Unit (RMU) instructed USI to market the insurance coverage with the same terms and conditions as the current insurance policy.

USI made inquiries to seven insurance markets seeking quotes for general liability coverage. Philadelphia Insurance is the incumbent for liability coverage and quoted a renewal premium of \$19,314.00 based on an estimated 2,660 students. The insurance premium is based on an estimated 2500 Basic Rider Course (BRC) students and 160 Basic Rider Course 2 (BRC2) students. Umbrella coverage is included in the quote at a flat premium of \$2,731. The BRC rate is \$6.25 per student and the BRC2 rate is \$6.00 per student. The additional carriers approached declined to quote indicating a lack of interest in the exposures or unavailability of products for this specialized program.

The quoted premium is void of agency fee or commission. The total contract price of \$22,314.00 for the term of the agreement includes the quoted premium of \$19,314.00 and \$3,000.00 in contingency funds to allow coverage for students that exceed estimates. USI recommends that liability coverage be secured through Philadelphia. RMU concurs with that recommendation.

Respectfully submitted,

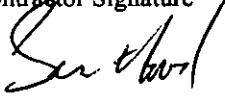


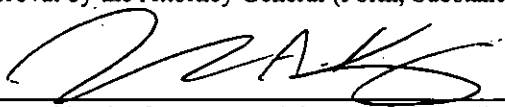
John J. Barthelmes
Commissioner of Safety

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name USI Insurance Services, LLC VC 286651		1.4 Contractor Address 3 Executive Park Drive, Suite 300 Bedford, NH 03110	
1.5 Contractor Phone Number 603-224-2562	1.6 Account Number 02-23-23-233010-8200-020	1.7 Completion Date March 31, 2020	1.8 Price Limitation Not to exceed \$22,314.00
1.9 Contracting Officer for State Agency Steven Lavoie, Director of Administration		1.10 State Agency Telephone Number 603-227-4050	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sean Hood USI Insurance Services LLC, President, NH	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>Feb. 8, 2019</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]		<div style="border: 1px solid black; padding: 5px;"> Sherri J. Winslow Notary Public, State of New Hampshire My Commission Expires March 21, 2023 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Sherri J Winslow - Notary</u>			
1.14 State Agency Signature  Date: <u>2/14/19</u>		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Dir. of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>3/6/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A

Motorcycle Rider Education Program
Liability Insurance

Scope of Services

USI Insurance Services, LLC (USI) (VC# 286651) of 3 Executive Park Drive, Suite 300, Bedford, NH 03110 shall provide general liability coverage through the Philadelphia Insurance Companies, for the Department of Safety, Division of Motor Vehicles, Motorcycle Rider Education Program (MREP).

The coverage consists of the following:

1. General Liability coverage shall be provided for the MREP 2019 training season.
2. The term of the coverage policy shall be April 1, 2019 through March 31, 2020.
3. Liability insurance shall be provided as described in the attached sample certificate of liability insurance which is hereby made part of this contract.
 - 3.1. Commercial General Liability insurance with the following limits:

\$1,000,000	Per Occurrence/Bodily Injury and Property Damage
\$2,000,000	General Aggregate/Bodily Injury and Property Damage
\$2,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Per Occurrence/Educator's Professional Liability
\$100,000	Per Occurrence/Damage to Rented Premises
\$10,000	Medical Expense (Excess)
 - 3.2. Excess coverage with self-insured retention of \$10,000 shall include:

\$2,000,000	Excess Liability per occurrence
\$2,000,000	Excess Liability aggregate
 - 3.3. MREP has opted not to purchase coverage for MREP motorcycles.
4. General Liability coverage shall be provided at the DMV-Concord-A, DMV-Concord-B, DOT-Concord, Whitefield, North Haverhill, Durham, Hooksett, Keene, Londonderry and Nashua training sites. MREP will notify USI of any additional training sites added during the term of the agreement. Certificates of insurance shall be provided for each training site.
5. This agreement shall be effective upon its approval by the Department of Safety.
6. The contact person for USI is Brenda Buck or her designee, telephone # 603-665-6131, e-mail brenda.buck@usi.com.
7. The contact person for the MREP program is Lawrence Crowe or his designee, telephone # 603-227-4025, or lawrence.crowe@dos.nh.gov.

Date 2/8/19 Initials SB

Exhibit B

Motorcycle Rider Education Program
Liability Insurance

Payment Schedule

The payment schedule for transfer of funds from the Department of Safety to USI at 3 Executive Park Drive, Suite 300, Bedford, NH 03110 is contingent upon approval of this agreement by the Department of Safety and the following.

1. Liability insurance payments shall be made on a quarterly basis, upon receipt of invoices from USI.
2. It is estimated that two thousand six hundred sixty (2,660) students will be trained during the 2019 training season April through November, at an annual cost of \$19,314. The estimate is based on 2,500 Basic Rider Course students and 160 Basic Rider Course 2/Expert Rider Course students.
3. An audit will be conducted by the MREP and USI at the close of the 2019 training season, by February 1, 2020.
 - 3.1. Any shortfall in students trained during the 2019 season, 2,660 and below shall result in a refund to the MREP or a credit being applied to the 2020 training season insurance premium in the amount of \$6.25 per BRC student and \$6.00 per BRC2 student less than the estimated 2,660 students.
 - 3.2. Any overage in students trained during the 2019 season, 2,660 and above shall be due and payable to USI at \$6.25 per BRC student and \$6.00 per BRC2 student over and above the estimated 2,660 students. Notwithstanding this provision, the total payments are not to exceed the contract amount of \$22,314.00 *SP 3/1/19 SJA 3/4/19*
4. Payments shall be made to USI as follows:

Primary: Cost per each student	\$16,583 (6.25 x 2500 BRC/\$6.00 x 160 BRC2)
Umbrella: Flat premium (not auditable)	\$2,731

Payment 1 due and payable April 1, 2019	\$4,828.50
Payment 2 due and payable July 1, 2019	\$4,828.50
Payment 3 due and payable October 1, 2019	\$4,828.50
Payment 4 due and payable January 1, 2020	\$4,828.50
<u>Contingency for students exceeding 2,660:</u> <i>SP 3/1/19 SJA 3/4/19</i>	<u>\$3,000.00</u>

5. Total Agreement not to exceed. \$22,314.00
6. The quoted rate is void of agency fee of commission.

Date 2/8/19 Initials SJA

Exhibit A

Motorcycle Rider Education Program
Liability Insurance

Scope of Services

USI Insurance Services, LLC (USI) (VC# 286651) of 3 Executive Park Drive, Suite 300, Bedford, NH 03110 shall provide general liability coverage through the Philadelphia Insurance Companies, for the Department of Safety, Division of Motor Vehicles, Motorcycle Rider Education Program (MREP).

The coverage consists of the following:

1. General Liability coverage shall be provided for the MREP 2019 training season.
2. The term of the coverage policy shall be April 1, 2019 through March 31, 2020.
3. Liability insurance shall be provided as described in the attached sample certificate of liability insurance which is hereby made part of this contract.
 - 3.1. Commercial General Liability insurance with the following limits:

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\$2,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Per Occurrence/Educator's Professional Liability
\$100,000	Per Occurrence/Damage to Rented Premises
\$10,000	Medical Expense (Excess)
 - 3.2. Excess coverage with self-insured retention of \$10,000 shall include:

\$2,000,000	Excess Liability per occurrence
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 - 3.3. MREP has opted not to purchase coverage for MREP motorcycles.
4. General Liability coverage shall be provided at the DMV-Concord-A, DMV-Concord-B, DOT-Concord, Whitefield, North Haverhill, Durham, Hooksett, Keene, Londonderry and Nashua training sites. MREP will notify USI of any additional training sites added during the term of the agreement. Certificates of insurance shall be provided for each training site.
5. This agreement shall be effective upon its approval by the Department of Safety.
6. The contact person for USI is Brenda Buck or her designee, telephone # 603-665-6131, e-mail brenda.buck@usi.com.
7. The contact person for the MREP program is Lawrence Crowe or his designee, telephone # 603-227-4025, or lawrence.crowe@dos.nh.gov.

Date 2/8/19 Initials SC

USI INSURANCE SERVICES LLC

(A Delaware Limited Liability Company)

**Written Consent of the Manager
Pursuant to the Delaware Limited Liability Company Act**

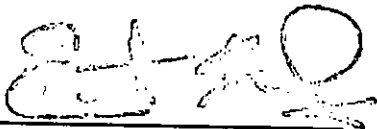
The undersigned, as the sole Manager (the "**Manager**") of USI Insurance Services LLC, a Delaware Limited Liability Company (the "**Company**"), does hereby take the following actions and adopts the following resolutions by written consent pursuant to the Delaware Limited Liability Company Act, and hereby waives notice and the holding of a meeting and hereby agrees that such resolutions shall have the same force and effect as if unanimously adopted at a duly convened meeting:

RESOLVED, that it is advisable and in the best interests of the Company that the following individuals be appointed as an authorized signatory empowered and authorized to execute contracts related to the State of New Hampshire Producer Services Contract on behalf of the Company to serve in such capacity until he or she has been removed or their respective successor shall have been duly appointed:

Sean Hood – USI Insurance Services – New England Region

RESOLVED, that all actions previously taken by any officer, employee or agent of the Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Company.

IN WITNESS WHEREOF, the undersigned Manager has executed this consent as of the 4th day of March 2019.



Ernest J. Newborn, II
Manager

Exhibit C

Motorcycle Rider Education Program
Liability Insurance

Special Provisions

Form P-37, section 14 Insurance, is amended per the attached certificate of insurance from USI Insurance Services, LLC to include the following coverage enhancements:

1. General Liability coverage with limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate
2. Automobile Insurance coverage with combined single limits of \$1,000,000 per accident
3. Excess/umbrella insurance coverage with limits of \$25,000,000 per occurrence and in the aggregate
4. Workers compensation coverage with statutory limits and Employers' Liability with limits of \$1,000,000 per accident and \$1,000,000 policy limit
5. Errors and Omissions liability insurance coverage with limits of \$10,000,000 and in the aggregate

There are no other special provisions in this contract.

Date 7/8/19 Initials SL

USI INSURANCE SERVICES LLC

(A Delaware Limited Liability Company)

**Written Consent of the Manager
Pursuant to the Delaware Limited Liability Company Act**

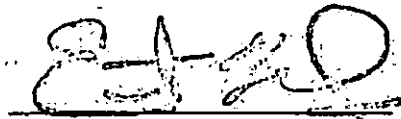
The undersigned, as the sole Manager (the "**Manager**") of USI Insurance Services LLC, a Delaware Limited Liability Company (the "**Company**"), does hereby take the following actions and adopts the following resolutions by written consent pursuant to the Delaware Limited Liability Company Act, and hereby waives notice and the holding of a meeting and hereby agrees that such resolutions shall have the same force and effect as if unanimously adopted at a duly convened meeting:

RESOLVED, that it is advisable and in the best interests of the Company that the following individuals be appointed as an authorized signatory empowered and authorized to execute contracts related to the State of New Hampshire Producer Services Contract on behalf of the Company to serve in such capacity until he or she has been removed or their respective successor shall have been duly appointed:

Sean Hood – USI Insurance Services – New England Region

RESOLVED, that all actions previously taken by any officer, employee or agent of the Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Company.

IN WITNESS WHEREOF, the undersigned Manager has executed this consent as of the 8th day of February 2019.



**Ernest J. Newborn, II
Manager**

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 USI INSURANCE SERVICES LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on September 24, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 584972

Certificate Number: 0004160213



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of August A.D. 2018.

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

William M. Gardner
Secretary of State

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 333 Westchester Avenue, Suite 102 White Plains, NY 10604	CONTACT NAME: PHONE (A/C, No, Ext): 914.459.6200 FAX (A/C, No): E-MAIL ADDRESS: Kim.ryder@usi.com														
INSURED USI Insurance Services, LLC 100 Summit Lake Drive Suite 400 Valhalla, NY 10595	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER B : Employers Ins. Co. of Wausau</td> <td>21458</td> </tr> <tr> <td>INSURER C : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER E : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Insurance Corporation	42404	INSURER B : Employers Ins. Co. of Wausau	21458	INSURER C : Liberty Insurance Corporation	42404	INSURER D : Hartford Fire Insurance Company	19682	INSURER E : Hartford Casualty Insurance Company	29424	INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		TB7Z11260203019	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		ASCZ11260203029	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		TH7Z11260203049	01/01/2019	01/01/2020	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	16WNS60600	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
E		N/A	16WECPK5850	01/01/2019	01/01/2020	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Description of Operations:

Coverage applies to all offices of USI Insurance Services, LLC including 3 Executive park Drive, Suite 300, Bedford, NH 03110

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03305	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 <i>Ullie Scott</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2019

PRODUCER

Affordable Home Services Inc
P O Box 18805
Greensboro, NC 27419

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC

INSURED

State of New Hampshire DOS-DMV
Motorcycle Training Program
25 Capitol Street
Concord, NH 03301 *SAMPLE*

INSURER A: PHILADELPHIA INSURANCE COMPANIES

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADJUT INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Including _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	PHPKTBD-SAMPLE cert Educator's Professional Liability \$1,000,000 per occurrence Medical Expense is EXCESS	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EAACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	PHUBTBD-SAMPLE cert	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
AS RESPECTS MOTORCYCLE RIDER EDUCATION *SAMPLE CERTIFICATE*

CERTIFICATE HOLDER IS ADDITIONAL INSURED

CERTIFICATE HOLDER

State of New Hampshire Department of Safety
33 Hazen Drive
Concord NH 03305

SAMPLE CERT

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Janice Bagley

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2018

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PRODUCER USI Insurance Services LLC 530 Preston Avenue Meriden, CT 06450 855 874-0123	CONTACT NAME: Lynn Owen PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Lynn.Owen@USI.com INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED USI Advantage Corp. 100 Summit Lake Drive, Suite 400 Valhalla, NY 10595	NAIC # 37885

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability / E&O			ELU15933118	12/31/2018	12/31/2019	\$15,000,000 per claim \$15,000,000 aggregate

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


Professional Liability / E&O Liability coverage is extended to all subsidiaries and dba's of USI Advantage Corp. / USI Insurance Services LLC. All USI employees are covered under this policy for the work performed as directed by USI.

RE: USI Insurance Services LLC

RE: USI Insurance Services LLC

CERTIFICATE HOLDER

CANCELLATION

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

CHARLES M. ARLINGHAUS
Commissioner
(603)-271-3201

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

May 1, 2018

His Excellency, Governor Christopher T. Sununu
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 three-year contract with USI Insurance Services, LLC, Bedford, NH (Vendor #286651) in an amount not to exceed \$150,000 for property and casualty (P&C) Producer Services and Safe Driving Program Administration for the State, upon Governor and Executive Council approval, for the period effective July 1, 2018 through June 30, 2021.

Funding is available in FY19 through individual agency expenditures and is anticipated to be available upon the continued appropriation of funds in the FY20 and FY21 operating budget with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

EXPLANATION

The State began purchasing P&C insurance through an exclusive Producer Services contract on July 1, 2011, but excluded fleet insurance. Before the Producer Services contract was in place, the process was for RMU to issue separate bids for the 20 plus P&C insurance policies purchased by the State. Producers complained the former bidding process was problematic because it was too time-consuming to prepare bids for smaller value policies, favored incumbents, and favored the first producer to receive notice of the bid because it enabled them to "block the market". In 2010, at the request of the Executive Council, RMU convened a meeting with several insurance producers to identify potential solutions. The consensus from the meeting was that the use of a producer for the insurance program would be beneficial to both the State and the insurance producer.

On February 28, 2018, the RMU issued RFB 2019- 204 *Producer Services and Safe Driving Program Administration* seeking bids for P&C producer services including fleet insurance. To prepare for the RFB, similar to the 2010 process of obtaining input from insurance producers, the Risk Manager interviewed two producers that attended the 2010 meeting to discuss the possibility of including fleet insurance in the Producer Services contract. Again, the consensus

was the State could benefit from including fleet insurance, and the safe driving program that is incorporated into the fleet contract, for many of the same reasons the Producer Services contract was initially implemented.

In response to RFB 2019-204, that adds the fleet contract to the Producer Services contract, conforming bids were received from three bidders including USI Insurance Services, LLC (USI), Cross Insurance, and incumbent The Rowley Agency.

USI offered the lowest fixed price for the three-year term. Cross Insurance offered the second most competitive bid with a total contract price of \$192,300. The Rowley Agency offered a total contract price of \$500,000 but noted a potential \$60,000 discount in the event they were the successful bidder for the future Producer Services contract covering the period of 7/1/2021 – 6/30/2024. USI offered a total contract price of \$150,000 including a fixed annual fee of \$50,000 and ensures the State will not be charged any commission or additional agency fees for the insurance policies purchased through the contract. Comparatively, the current producer's fixed annual fee is \$21,500, and the annual commission paid for fleet insurance is approximately \$65,000 (8.5% of premium), for a total of \$86,500 per year. The State has generated significant cost savings by incorporating the fleet contract into this Producer Services contract with a fixed annual fee of \$50,000.

The contract requires USI as directed by RMU to solicit insurance quotes from insurance carriers and to submit a marketing report with a recommendation for award. The producer will also negotiate with carriers to secure the lowest possible premium rate. USI will administer the insurance account directly with a carrier once each insurance policy is in place. The contract also requires USI to attend annual risk assessment meetings to assist the state in the review and design of its risk management program and to issue a summary report of its recommendations. This contract provides access to invaluable expertise and support from an account executive and a team of insurance professionals resulting in a more efficient and cost effective method of meeting the State's risk and insurance needs. USI will be responsible for providing services related to fleet insurance including administration of the safe driving program. Finally, USI has agreed to significant performance guarantees to ensure contract standards are met.

We respectfully request your approval of this contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Charles M. Arlinghaus', written in a cursive style.

Charles M. Arlinghaus
Commissioner

STATE OF NEW HAMPSHIRE
Risk Management Unit
Bid # 2019-204
DATE: MARCH 28, 2018 2:00 PM

Producer Services
and Safe Driving Program Administration

VENDOR	3 YEAR TOTAL SERVICE FEE
Cross Insurance	\$192,300.00
The Rowley Agency, Inc.	\$500,000.00
USI Insurance Services	\$150,000.00


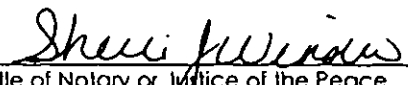
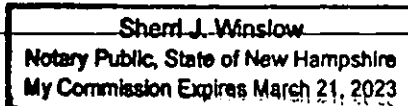


Subject: Producer Services and Safe Driving Program Administration

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name USI Insurance Services, LLC VC# 286651		1.4 Contractor Address 3 Executive Park Drive, Suite 300 Bedford, NH 03110	
1.5 Contractor Phone Number 603-669-3218	1.6 Account Number Individual Agency Expenditures	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$150,000.00
1.9 Contracting Officer for State Agency Catherine A. Keane, Deputy Director		1.10 State Agency Telephone Number (603) 271-2059	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sean Hood USI Insurance Services, Regional President, New Hampshire	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Hillsborough</u> On <u>April 30, 2018</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>Sherri J. Winslow - Notary</u>			
1.14 State Agency Signature  Date: <u>5-1-18</u>		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/3/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire, unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

USI Insurance Services, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with producer services for property and casualty insurance and safe driving program administration.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- A. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- B. EXHIBIT A Scope of Services
- C. EXHIBIT B Payment Terms
- D. EXHIBIT C Special Provisions

3. TERM OF CONTRACT

This Contract shall commence upon the approval of Governor and Executive Council and shall terminate on June 30, 2021, a period of approximately three (3) years, unless extended for additional terms.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and the with the approval of the Governor and Executive Council.

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

4. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services in accordance with the specifications described in State's RFB #2019-204 and under the terms of this Contract. In the event of a conflict between the RFB and this Contract, the Contract shall control.

5. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

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

6. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

Sat
4/30/18

7. SCOPE OF WORK

The assigned producer shall act as the broker of record on behalf of the State for soliciting and negotiating property and casualty insurance coverage and providing related services as specified in RFB 2019-204. The State shall contract directly with the producer for insurance coverage, including coverage requiring additional G&C approval, and related services.

The scope of services shall include annual risk assessment meetings, the solicitation of insurance coverage from insurance companies as a representative of the State, general administration of the account for the insurance policies shown in Appendix A, administration of the fleet insurance policy as specified in Paragraphs 8 -10, and the safe driving program as specified in Paragraph 11.

Specific responsibilities shall include but not be limited to:

A. RISK ASSESSMENT

The producer shall participate in an annual meeting held prior to October 1 of each year to review, identify, evaluate and assess risks facing the State. The State seeks to have the producer 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 producer shall issue a report after each meeting summarizing recommendations. The State may also request a risk assessment for issues that arise during the course of the contract.

Producer recommendations may include:

1. Identifying, prioritizing and addressing state agency risks. Review of schedules, inventories and property values and any other information the producer and RMU believe would be helpful to the analysis.
2. Presentation of options on policies, coverage, bundling, limits, retention levels, stop-loss limits and deductibles and/or alternative risk mechanisms.
3. Evaluation of appropriateness of alternative financing mechanisms such as partial or total self-funding.
4. Providing benchmarking and best practices on the current state of insurance market for the class of business and line of coverage.

B. SECURE INSURANCE COVERAGE

The producer will provide placement and maintenance of all insurance policies covered in this contract term. The producer shall be given a broker of record letter in order to approach the insurance marketplace with the authority to bind insurance coverage on behalf of the State. The producer's authority extends to all insurance policies and G&C approved contracts listed in Appendix A which will expire between the contract effective dates of July 1, 2018 and June 30, 2021.

In particular, the producer shall:

1. Review exposures by identifying changes in schedules, inventories and property values.
2. Request claims history from current carrier.
3. Assist RMU in completion of renewal applications and/or procurement specification documents upon policy expiration.
4. Secure coverage upon policy expiration (coverage(s) shall mirror expiring insurance policy terms, contracts and services unless otherwise agreed).
5. Bundle policies for cost savings and efficiencies whenever possible.
6. Review policy and any endorsements for changes and possible coverage enhancements to be incorporated at renewal.
7. RMU may ask the producer to secure insurance coverage on State risks that are not currently insured and not shown on the insurance policy list in Appendix A. The producer shall secure insurance coverage for these new risks in a timely manner.
8. 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:

9. Keep within RMU's timeline in order to meet the G&C deadlines, which are usually 50 days prior to policy commencement date.
10. 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.
11. The State will make the final decision on which insurance company to bind coverage and contract with after review of the recommendations.
12. All insurance contracts over \$25,000 are subject to G&C approval; however, G&C approval limits are subject to change.
13. The State will work with the producer 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.
14. The State may require the producer to attend the targeted G&C meeting to assist in answering Councilor's questions that may arise concerning an insurance item brought before the G&C.
15. Once the contract is approved by G&C, the State will pay the producer according to the terms of the contract.
16. Upon receiving G&C approval, the producer shall bind coverage and maintain coverage through the policy or contract expiration date.

C. MULTI-YEAR CONTRACTS AND POLICY EXPIRATION

The producer will continue to service policies until the expiration of each policy or, if a G&C approved multi-year contract, until the end of the contract term approved by G&C. There will be no interruption of existing insurance policies prior to the expiration date of each particular policy.

Policies in existence prior to this contract shall continue to be serviced by the producer which secured the insurance policy for the State prior to implementation of this contract.

Upon expiration of existing multi-year contracts, the producer will be responsible for placement and maintenance of the following multi-year contracts for the stated periods:

- Cannon Mountain (2/1/2021 to 2/1/2024)
- State-owned Real Property (5/1/2019 to 5/1/2022)
- Trails – OHRV/Snowmobile Programs (1/1/2020 - 1/1/2023)
- Fleet and Safe Driving Program (11/1/2019 to 11/1/2022)

The State does not anticipate entering into additional multi-year contracts at this time but reserves the right to do so during term of the contract.

D. QUOTATION ANALYSIS REPORT

Once quotes from insurance companies are received by the producer, the producer shall issue a quotation analysis report to RMU, for the policies listed in Appendix A which will expire between July 1, 2018 and June 30, 2021, with an annual premium that requires G&C approval (currently \$25,000) or upon request, detailing marketing results with a recommendation for award. The State requires the producer access as many viable markets as possible in order to obtain favorable and competitive quotations.

The report shall:

1. Assess insurance company stability, solvency and service records.
2. Be issued no later than 50 days prior to policy expiration unless the Risk Manager grants a written extension for good cause (e.g., finalizing negotiations between carriers). However, if the State fails to deliver required application documents within 80 days of expiration, then the Contractor may request a reasonable extension that shall be granted so long as the State can still meet G&C deadlines.
3. Identify which markets were approached, their quotation or declination and reason, premium, specimen policy language and producer's recommendation.
4. If the producer recommends an insurance company that is not the lowest bidder, the producer shall provide a detailed justification for the recommendation. Factors to be considered in evaluating coverage are the cost, coverage terms and insurance limits.
5. The State will make the final decision on which insurance company to bind coverage and contract with after review of the recommendations.

E. ADMINISTRATION

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

The services include but are not limited to:

1. Prepare invoices to RMU and/or state agencies for payment of insurance policy premium.
2. Issue certificates of insurance.
 - a. RMU shall have access to USI's CSR24®, enabling Risk Manager to issue standard certificates instantly from any web-based computer.
3. Timely delivery of binders, policies and endorsements in electronic or hard-copy format.
4. 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.
5. Attend meetings with the State upon request to review contract performance.
6. Provide RMU or designee with access to producer's working files on State account upon request and/or upon contract termination.
7. USI shall provide the State's Risk Management Unit with access to the following electronic interfaces:
 - a. Risk Management Center (RMC), a comprehensive, risk management, employee safety and compliance platform.
 - b. Engage Document Sharing, an online secure storage site for policy documents including custom options.
 - c. CSR24®, online, 24/7 access to accounts, with ability to issue auto ID cards and basic certificates of insurance
 - d. Certificate of Insurance Tracker (COI Track®) offers the ability to batch and manage certificate requests simultaneously as well as report on all aspects of the certificate management process (in excel format).

The producer shall at its own expense provide all personnel, materials and resources necessary to perform the services under the contract. The producer 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. Producer's personnel shall have a strong dedication to excellent customer service in all aspects of its dealings with the State. Producer'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 producer 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).

8. SPECIFICATIONS FOR FLEET INSURANCE COVERAGE

A. GENERAL INSURANCE SPECIFICATIONS

1. NAMED INSURED

The named insured is: State of New Hampshire, Department of Administrative Services

2. POLICY FORM AND RATES:

The Contractor shall submit specimen declaration pages, policy forms and endorsements with the Quotation Analysis Report for use with the fleet insurance G&C packet.

The Contractor agrees that the rates to be charged for such policy shall meet all the requirements of the laws of the State of New Hampshire. See RSA chapter 412. The Contractor agrees rates to be charged for the policy are the rates on file with and approved by the New Hampshire Insurance Department.

3. COVERAGE REQUIREMENTS:

Required liability limits may be delivered through a primary insurance policy or as a combination of primary and umbrella insurance policies. The required physical damage and inland marine coverage shall be per scheduled fleet unit. The inventory is subject to change throughout the term of the contract.

a. Coverage for Auto Liability Insurance

Coverage is required in accordance with the following:

Required liability limits may be delivered through a primary insurance policy or as a combination of primary and umbrella insurance policies.

Auto Liability Insurance with the following limits:

Bodily Injury per person	\$ 250,000
Bodily Injury per accident	\$ 500,000
Property damage per accident	\$ 100,000

Underinsured/uninsured motorist's coverage with the following limits:

Bodily Injury per person	\$ 250,000
Bodily Injury per accident	\$ 500,000
Property damage per accident	\$ 100,000

No deductible shall be offered.

Coverage provisions:

The Contractor shall provide insurance coverage from forms that are published by the Insurance Service Office, Inc. (ISO).

The Contractor shall provide Symbol 1 "Any Auto" coverage as provided by the Description of Coverage Auto Designation Symbols in the standard ISO Business Auto Coverage Form. Symbol 1 coverage includes any auto that is owned, leased, rented or borrowed by the State. Coverage shall be provided to mobile equipment in the same manner as autos under the Business Auto Coverage Form.

The Contractor shall include the following definition of Covered Auto in the insurance policy:

'Auto' means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including 'mobile equipment' as defined in the policy.

It is agreed that liability coverage does not apply to "bodily injury" or property damage resulting from the operation of any machinery that is on, attached to or part of any of these vehicles.

The Contractor shall provide coverage for all of the State's Fleet units (approximately 3,975). Fleet units currently include passenger vehicles, trucks, passenger vans, and specialty vehicles including motorcycles, snowmobiles, all-terrain vehicles (ATV's), golf carts, trailers, and mobile equipment. The fleet insurance resulting contract may exclude state-owned motorcycles utilized in the Motorcycle Riding Program.

b. Coverage for Physical Damage on Scheduled Vehicles

Physical damage coverage, including both collision and comprehensive coverage, is required for approximately 132 vehicles.

The deductible amounts requested vary based on the value of the vehicle.

c. Coverage for Inland Marine on Scheduled Items

Inland marine coverage is required for equipment on nine specialty vehicles valued at \$1,513,198.

The Contractor shall provide quotes with a deductible of one thousand dollars (\$1,000).

Coinsurance: 90%

Valuation: Actual cash value

9. SPECIFICATIONS FOR FLEET CLAIMS ADMINISTRATION, LOSS CONTROL AND INVOICING

A. CLAIMS ADMINISTRATION

Claims Administration includes, but is not limited to: claims adjusting services including compensability investigation, reserving practices, claim reviews, litigation management and payment control. It is permissible and expected that the Contractor will deliver its fleet insurance and administration obligations detailed in Paragraphs 8 - 11 in conjunction with a fleet insurance carrier approved by the State and Governor and Executive Council per the terms of this Contract.

Specific Claims to be serviced:

The Contractor shall administer all fleet claims beginning on November 1, 2019 for the proposed contract period up to October 31, 2022 and until the claims are fully resolved. Upon contract expiration, the State may elect to transfer responsibility for servicing these claims. The State currently plans for the Contractor awarded this contract to handle claims until the claim is closed but reserves the right to transfer responsibility for any or all claim files at the time the contract expires or terminates, or any time thereafter.

The Contractor shall have a strong dedication to excellent customer service in all aspects of its dealings with the State. All personnel shall be responsive, return telephone calls promptly, be professional and maintain confidentiality. The Contractor shall assign experienced personnel to the State account that have adequate training, resources and time to service the account. The Contractor shall utilize claims adjusters and attorneys licensed in the State of New Hampshire. See RSA 402-B (Insurance Claims Adjusters) and RSA 311 (Attorney and Counselors).

Claim Administration Services shall include the following:

1. 800# - toll free claim reporting and electronic claim filing
2. File setup
3. Telephonic and face-to-face investigations
4. Location, cause and injury coding, in an amount and format dictated by the State
5. Central Index Bureau participation
6. Subrogation services
7. Representation by trained personnel at hearings, appeals, arbitration/mediation and all other related legal proceedings
8. Claim reserving and reserve management
9. Data collection and trend reporting

B. PROGRAM IMPLEMENTATION

The Contractor shall submit a fleet insurance implementation plan six months prior to November 1, 2019. The implementation plan shall detail the distribution of applicable forms and communication materials to State employees, including auto identification cards and accident report forms, and training on the computerized claim system.

The Contractor shall conduct two to four on-site implementation meetings for agency contacts within 30 days of the initial policy inception date of November 1, 2019. The

Contractor will provide oral and written instruction on auto identification cards and accident report forms, reporting claims, loss prevention services, subrogation and customer service.

Claim forms and accident reporting instructions shall be distributed to state agencies no later than two weeks prior to policy implementation on November 1, 2019.

C. AUTOMOBILE IDENTIFICATION CARDS

The Contractor shall issue automobile identification cards directly to State agencies no later than ten (10) business days prior to the November 1 policy inception and November 1 renewals; i.e. if the policy begins on November 1, 2019, the Auto ID cards shall be received by State agencies no later than October 18, 2019.

Requests for automobile identification cards for travel to Canada or for newly acquired vehicles shall be handled within two business days.

D. CERTIFICATES OF INSURANCE

Requests for certificates of insurance shall be handled within two business days.

E. CLAIM RECORDING & ASSIGNMENT

The Contractor shall set up and assign all reported claims within one (1) business day of receipt and document the assignment date. For purposes of these standards, the day following the date of receipt, issuance, or other required action is counted as the first day.

Contractor will contact or make "reasonable attempts" to "contact" the following individuals, on all claims per the standards pursuant to *Ins 1002.05* of the State of New Hampshire, Department of Insurance administrative rules:

1. Commence an investigation of any notice of a claim not later than five (5) working days from receipt of the notice of a claim.
2. Contact with the claimant not later than five (5) working days from receipt of the notice of a claim, unless the claimant is represented by an attorney.
3. Contact with the employer and employee driver not later than five (5) working days from receipt of the notice of a claim.

All actual and attempted contacts will be documented in the Contractor's computerized claims system file.

"Reasonable attempts" is defined as written documentation, posted in the electronic file of Contractor's attempts to contact the claimant, employee driver, and employer."

The Contractor shall fully document all file activity either by paper or electronically, and shall include the source of information and dates of activity and copies of police reports, marriage and/or birth certificates, etc. when appropriate.

F. PAYMENT CONTROL

All claim payments shall be made by the Contractor in accordance with New Hampshire statutory provisions and regulations. See *Ins 1002* of the State of New Hampshire, Department of Insurance administrative rules. Payment detail shall identify the claim file, employee name,

claimant name, date of injury, type payment, amount, and state agency name and location code.

Upon request by the Risk Manager, the Contractor shall make available within two business days all source documents related to any questioned payment.

The Contractor shall obtain authority from the Risk Manager for any proposed settlement of twenty thousand dollars (\$20,000) or greater and, as necessary, coordinate with the Department of Justice on negotiated settlements and litigation.

G. CLAIM RESERVING

The Contractor shall monitor and confirm the fleet insurance carrier has standards and practices in place that adequately fund reserves, in a manner consistent with established industry practice, that ensures financial resources are available to fully pay for all current and projected claims. The Contractor shall make recommendations if standards are not being met.

Proper industry standards include, but are not limited to, establishing initial reserves for fleet liability claims not later than twenty-one (21) working days from receipt of the notice of a claim, revising reserve estimates whenever developments occur which change the ultimate loss exposure, and maintaining documents with worksheets or other appropriate means to support the basis for reserve changes.

H. HEARINGS AND SETTLEMENTS

The Contractor shall ensure that all claims are properly prepared prior to conference, hearing or trial, including but not limited to the following:

1. Notify the Risk Manager and the designated agency contact of the scheduled hearing/appeal date and discuss whether employer representation is appropriate. The Risk Manager reserves the right to attend any hearing, conference, appeal or trial.
2. Have available all necessary witnesses or their depositions prior to formal hearing or trial.
3. If conference, hearing or trial is to be handled by an attorney, ensure timely delivery of the file material for preparation. Document attorney's receipt of claim file and opinion about the merits of the issues to be litigated and the probable success of the litigation. If an adverse finding is made, the attorney should comment about the costs and the merits of the appeal, including the potential impact on future claims costs.
4. The Contractor shall notify the agency employer of all hearing and appeal outcomes and provide an explanation of any fiscal impact which results from such decision.

I. CLAIM REVIEWS

The Contractor shall conduct four claim reviews per year, one each calendar quarter, with the State's Risk Manager, Loss Control Consultant, state agency fleet representatives (if warranted), insurance company account manager, insurance company claims or loss control manager or claims adjuster(s) and insurance agent account manager or designee. At a minimum, open claims with reserves ten thousand dollars (\$10,000) and over are reviewed as well as claims in litigation and claims specifically requested by the State.

The Contractor shall coordinate inviting agency fleet representatives to the claim review and determine each agency's time slot. Printed reports detailing claim runs, claim trends, subrogation results and state agency training will be presented and discussed by the insurance company at each claim review. Claim reports shall be made available to the State and insurance agency contacts no later than one week prior to each claim review.

J. CONTRACTOR'S PERSONNEL

The Contractor shall provide a single point of contact for the State or its representative. The State retains the right to require the Contractor to remove and replace any employee from the State account that is determined by RMU to be unacceptable. The State retains the right to approve any replacement employee(s).

The Contractor shall assign experienced claims and subrogation personnel to the State account that have adequate caseloads, resources and time to service the account. Per Ins 1002.11, the Contractor shall set up a toll free telephone claim reporting line. Reporting on-line and via facsimile is also acceptable as a backup to the telephone claims reporting. The claims and subrogation personnel shall have a telephone number, email account and access to a fax machine to handle claim issues and inquiries from state personnel. Adjusters shall meet all claims settlement time limits per Ins 1002.05 of the State of New Hampshire, Department of Insurance administrative rules.

The performance of the Contractor's obligations under the contract shall be the responsibility of the Contractor. The Contractor shall at its own expense provide all personnel, materials and resources necessary to perform the services under the Contract. The Contractor warrants that all personnel engaged in the contract services shall be qualified to perform the services and shall be properly licensed and otherwise authorized to do so under all applicable laws. For example, insurance agents shall possess active producer licenses from the State and claims adjusters assigned to the State account shall possess active licenses from the State. See Ins 1002.10 of the State of New Hampshire, Department of Insurance administrative rules and RSA chapters 402-B and 402-J.

K. SUBROGATION AND CUSTOMER SERVICES

The Contractor shall ensure the fleet insurance carrier(s) provides all subrogation services required under Ins 1002 of the State of New Hampshire, Department of Insurance administrative rules.

Customer Service: The Contractor shall provide customer service to the State and agency personnel to assist the recovery of physical damage caused to state vehicles by responsible third parties. Agency personnel may request assistance via telephone, fax or email. The State does not generally purchase physical damage coverage and seeks assistance with the process of recovering damages from responsible third parties or their insurance carrier. The Contractor shall acknowledge a request for assistance within two business days.

L. LOSS CONTROL SERVICES

The Contractor shall provide loss control services that are included in its price. Required loss control services shall include the following:

1. Training for state employees on fleet topics shall be conducted a minimum of four (4) times each policy year. Topics must be approved by RMU and may include, but are not limited to: CDL topics; Commercial Motor Vehicle (CMV) pre-trip inspection and backing; CMV

safe driving instruction; accident investigation for both passenger vehicles and commercial motor vehicles; drug and alcohol awareness for CDL drivers; driver safety awareness; newly enacted federal or state legislation impacting the fleet insurance program or CDL requirements; Manual of Uniform Traffic Control Devices (MUTCD); NH Rules of the Road; automobile insurance coverage issues.

2. Attendance at a minimum of four (4) state agency meetings focused on vehicle accident investigation, fleet safety, or safety.
3. Upon request, provide consultation advice and/or guidelines to state agencies and employees for fleet loss control topics including accident prevention programs, accident trends, safety seminars, safety literature, etc.

M. PREMIUM

The liability premium shall include composite rates for the liability coverage applicable to each vehicle type. The required liability limits may be delivered through a primary insurance policy or as a combination of primary and umbrella insurance policies. The total annual liability premium shall be computed by application of composite rates to the total number of fleet units by vehicle type reported to the Contractor at the inception of each policy term.

(Note exception: Premium for liability coverage on leased golf carts shall be charged a pro-rated amount of the applicable composite rate for the lease period. This is because lease periods generally begin after the inception of each policy term.)

The premium for physical damage and inland marine coverage shall be per scheduled fleet unit. The premium for physical damage and inland marine coverage shall be charged as scheduled throughout each policy term.

The fleet premium charged shall be void of commission, agency fees, or online safe driving program costs. The Producer Service Fee detailed in Exhibit B represents the full cost to the State for all services required. Any fees for services beyond the Producer Service Fee will not be accepted nor paid by the State at any time.

Premium rates shall be capped and guaranteed for the G&C approved fleet contract term. Contractor certifies that all rates to be charged for the fleet policy will be rates on file with and approved by the New Hampshire Insurance Department.

N. INVOICING PREMIUM

The Contractor shall prepare separate invoices for each state agency and send invoices directly to agency contacts via email with a copy to the RMU. Invoices shall include the following details: policy number, policy term, agency, agency location code, breakdown of the charges, number of units, cost per unit, and total cost.

The state agencies shall make payment to the Contractor via ACH. Terms are net thirty days subject to approval of the submitted invoice.

10. SPECIFICATIONS FOR FLEET COMPUTER CLAIMS SYSTEM

A. OBJECTIVE

The State requires the Contractor to utilize a computerized claims system for the purpose of capturing claims data and delivering claim reports as described herein. The Contractor's system should have a high level of data integrity with backup and recovery features.

B. CLAIM INPUT DATA SPECIFICATIONS

Minimum required data for every claim reported to the Contractor:

1. Claim number
2. Date claim reported
3. Employee name (driver)
4. Employee's State agency location code
5. Claimant name, address, contact information, age (if possible)
6. Date of accident
7. Accident description and facts
8. Location of accident
9. Cause of loss
10. Type of loss (liability, physical damage, inland marine)
11. Investigation results
12. Injuries – detailed body part injured
13. Damages sought
14. Third parties involved
15. Liability analysis
16. Legal status with attorneys' name and contact information
17. Plan of action
18. Adjuster name and contact information
19. Incurred loss amounts, paid loss amounts and reserve loss amounts
20. Salvage/subrogation deductible reserve
21. Claim status identified as open or closed

C. CLAIM REPORT SPECIFICATIONS

The Contractor shall produce and distribute claim reports at the request of RMU. The Contractor shall produce summary claim reports by state agency on a quarterly basis, and cumulative data on an annual basis. State access to claims data and reports via an online system is encouraged.

The State requires the following types of claim reports:

1. Claim reports that can be sorted by the following subjects: state agency location, cause of accident, state employee driver, date of loss, policy year.
2. Loss ratio reports
3. Summary claim reports
4. Trending reports (in chart and/or spreadsheet format) by state agency and statewide
5. Frequency and severity reports

6. Training synopsis reports
7. Claim detail report
8. Claim adjuster notes
9. Customized reports
10. Subrogation reports

11. SPECIFICATIONS FOR SAFE DRIVING PROGRAMS AND ADMINISTRATION

A. OBJECTIVE

Contractor shall provide and administer a safe driving program for up to one thousand eight hundred and fifty (1,850) state employees each year. The Contractor shall administer the safe driving program concurrently with the fleet insurance coverage period of November 1, 2019 through October 31, 2022. Executive Order 89-2 requires state employees operating state-owned vehicles to complete a defensive driver course and take a refresher course every three years.

The program shall be provided primarily through an online safe driving course focused on passenger vehicles and light trucks. The Contractor shall also provide on-site classroom based training on Commercial Motor Vehicles (CMV) to approximately seventy-five (75) state employees that possess CDL licenses and drive trucks for the State. The Department of Transportation operates its own CMV training program and does not participate in this program.

Contractor shall provide a comprehensive and detailed description of any course upon request. Four months prior to November 1, 2019 Contractor shall provide sample training materials that will allow the State to ensure requirements are met.

Online safe driving instruction shall be provided via the Risk Management Center's Training Track.

B. SAFE DRIVING INSTRUCTION FOR PASSENGER VEHICLES AND LIGHT TRUCKS

The Contractor shall provide instruction that comprehensively covers defensive driving and safe driving topics specific to passenger vehicles and/or light trucks and should not be primarily focused on Commercial Motor Vehicles. Material focused on the New Hampshire's Rules of the Road and specific driving conditions is encouraged.

Examples of relevant topics are follows:

1. Risks and hazards on the roadways.
2. Definition of defensive driving including techniques and behaviors associated with defensive driving.
3. Challenging environmental conditions such as light, weather, road (ex. work zones) and traffic (trucks, motorcycles, emergency vehicles, trains, bicycles, pedestrians, animals).
4. Explanations of preventable and non-preventable accidents.
5. Collision prevention, safe and aggressive driving behaviors.
6. Speeding, tailgating, right of way and intersection driving techniques, crossing the center line.
7. Stopping distances for cars and trucks.
8. Adverse driving conditions: inclement weather, rain, hail, sleet, snow, night time driving.
9. Distracted drivers due to cell phone usage, grooming, eating, conversations with passengers, etc.
10. Impaired driving due to alcohol, legal and illegal drugs, sleep deprivation, etc.
11. Challenging physical conditions such as hearing, vision, age, mobility, age, or illness.
12. Occupant restraint systems (seat belts, air bags)

13. Pre-trip inspection of vehicle with requirements for once a week, once a month and every six months.

C. ONLINE INSTRUCTION FOR PASSENGER VEHICLES AND LIGHT TRUCKS

The Contractor shall provide online based training meeting required specifications to state employees with access to the internet and a computer.

The Contractor shall provide on-site or webinar based training and instructions during the initial implementation of the program and ongoing technical support for the product. Additional training on the product shall be conducted by the Contractor upon request.

D. SAFE DRIVING INSTRUCTION FOR COMMERCIAL MOTOR VEHICLE (CMV) DRIVERS

The State requires the Contractor to conduct on-site Commercial Motor Vehicle (CMV) safe driving instruction for approximately seventy-five (75) state employees who operate CMV's and possess Commercial Drivers Licenses (CDL's). The State will provide the classroom space, outdoor training location and truck(s). The instruction will take place in Concord, NH and will apply towards the Loss Control Services training requirement located at Paragraph 9, L. The Contractor shall teach a minimum of one class per year.

The Contractor shall develop and implement, in conjunction with the fleet insurance carrier, a CMV course curriculum that is in addition to the safe driving instruction for passenger vehicles and is tailored for on-site CMV training. Hands-on training is needed for required skills such as basic vehicle control skills, safe driving skills, air brake skills and pre-trip inspection skills. Classroom training is needed for required knowledge of safe operations regulations, CMV safety control systems, and safe vehicle control, proper handling of cargo, vehicle inspections, hazardous material knowledge and air brake knowledge. Additional topics shall include, but not be limited to: collision prevention, hazard recognition, the challenges of driving large vehicles and winter driving tips. The course curriculum shall include Federal Motor Carrier Safety Administration required skills and knowledge specified in 49 CFR 383, 49 CFR 383 Subpart G Required Knowledge and Skills - Sample Guidelines. See <http://www.fmcsa.dot.gov> and Insurance Rules Safety C 900 and 1800.

E. ADMINISTRATION

The Contractor shall maintain an electronic system that includes registration history, course completion dates, report printing capability, ability to upload existing registration history, ability to download registration information in the event of a Contractor change, and ability to upload files from classroom based registration forms. The Contractor shall keep track of program participants and trainers by recording and storing the names of the employees, agency, employee ID number, and the date trained. If the system is not available to RMU via online access, registration reports shall be delivered to RMU upon request within five business days, and separated by agency for distribution.

12. PERFORMANCE GUARANTEES AND PENALTIES

A. PERFORMANCE GUARANTEES

Performance Guarantees are criteria used by the State to measure the Contractor's adherence to the performance standards as well as the Contractor's success or failure to meet the standards.

Performance guarantee metrics may be self-reported, but are subject to independent audit by the State. The performance guarantees shall be measured annually to evaluate the prior year's contract term. The Contractor shall report performance guarantee results to the State within 45 days after July 1, 2019, July 1, 2020 and July 1, 2021.

Any penalty amount will be paid after the annual audit has been completed. Contractor will issue payment for any penalty within thirty days of audit completion. Contractor will not be held to the performance standards identified in this performance guarantee on any case in which State of New Hampshire 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 Contractor.

During the term of this Agreement, the following performance guarantees shall apply:

Producer Services for Property and Casualty Insurance

1. Contract Implementation: Successful implementation per the terms of this Contract, including no interruption of insurance coverage. Penalty for non-conformance is \$1,000.
2. Risk Assessment Meetings/Reports: Timely completion and delivery. Penalty for non-conformance is \$500 per meeting and report.
3. Quotation Analysis Reports: Received no later than 50 days prior to expiration of the applicable policy. Penalty for non-conformance is \$100 for each day the report is not delivered timely. Penalty will only apply if State delivers required documents no later than 80 days prior to expiration (e.g., applications, location schedules updated or confirmed, inventory updated or confirmed).
4. Policy Maintenance: Delivery of each policy, without inaccuracies, within 60 days of inception. Premium reimbursements delivered within 45 days of the effective date of change. Penalty for non-conformance is \$100 for each untimely delivery.

Fleet Claims Administration, Loss Control and Safe Driving Program

5. Fleet Implementation: Clean implementation per the terms of this Contract. Penalty for non-conformance is \$5,000.
6. Loss Control Services: Complete required number of loss control trainings during each policy year. Penalty for non-conformance is \$1,000 for each training not performed timely.
7. Claims administration – Claims reviews performed timely: Claim reviews shall be performed per the terms of this Contract. Penalty for non-conformance is \$1,000 for each claim review not performed timely.
8. Safe Driving Program: The online instructions programs shall be available to state employees by November 1, 2019. Penalty for non-conformance is \$5,000.

**EXHIBIT B
PAYMENT TERMS**

CONTRACT PRICE

The Contractor hereby agrees to provide Producer Services for Property and Casualty Insurance, Fleet Insurance coverage for state-owned vehicles and safe driving program administration in complete compliance with the terms and conditions specified in Exhibit A for an amount not to exceed the price limitation of \$150,000.00.

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

PRICING STRUCTURE

Year	ANNUAL FIXED SERVICE FEE
Year 1 (7/1/2018 – 6/30/2019)	\$ 50,000.00
Year 2 (7/1/2019 – 6/30/2020)	\$ 50,000.00
Year 3 (7/1/2020 – 6/30/2021)	\$ 50,000.00
TOTAL FEE	\$150,000.00

INVOICING AND PREMIUM PAYMENTS

Contractor shall submit quarterly invoices to be paid in equal amounts over the contract term beginning October 1, 2018.

The mailing address is:
State of New Hampshire
Department of Administrative Services
Risk Management Unit
25 Capitol Street, Rm 412
Concord, NH 03301
OR via email to Risk Manager: jason.dexter@nh.gov

Payments shall be made via ACH. Terms are net thirty days subject to approval of the submitted invoice. Use the following link to enroll with the State Treasury:
<https://www.nh.gov/treasury/state-vendors/index.htm>

**EXHIBIT C
SPECIAL PROVISIONS**

This EXHIBIT C – Special Provisions is made a part of the Agreement and is made according to the terms of paragraph 22 of the Form P-37. Words defined in EXHIBIT A shall have the same meaning in this EXHIBIT C unless expressly defined otherwise herein.

ARTICLE 1. INSURANCE

Form P-37, section 14 Insurance, is amended per the attached certificates of insurance from USI Insurance Services, LLC to include the following coverage enhancements:

1. General Liability coverage with limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate
2. Automobile Insurance coverage with combined single limits of \$1,000,000 per accident
3. Excess/umbrella insurance coverage with limits of \$25,000,000 per occurrence and in the aggregate
4. Workers compensation coverage with statutory limits and Employers' Liability with limits of \$1,000,000 per accident and \$1,000,000 policy limit
5. Errors and Omissions liability insurance coverage with each loss limit of \$10,000,000 per claim and in the aggregate.

State of New Hampshire

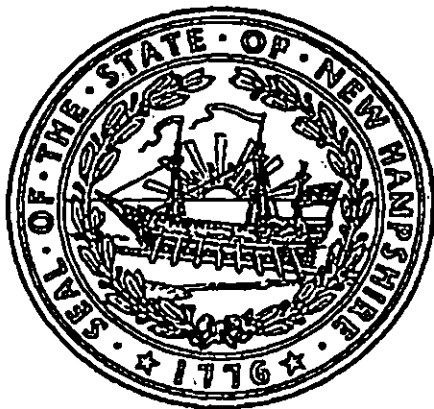
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that USI INSURANCE SERVICES LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on September 24, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 584972

Certificate Number: 0004088274



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 April A.D. 2018.

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

William M. Gardner
Secretary of State

USI INSURANCE SERVICES LLC

(A Delaware Limited Liability Company)

**Written Consent of the Manager
Pursuant to the Delaware Limited Liability Company Act**

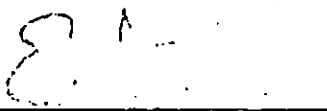
The undersigned, as the sole Manager (the "**Manager**") of USI Insurance Services LLC, a Delaware Limited Liability Company (the "**Company**"), does hereby take the following actions and adopts the following resolutions by written consent pursuant to the Delaware Limited Liability Company Act, and hereby waives notice and the holding of a meeting and hereby agrees that such resolutions shall have the same force and effect as if unanimously adopted at a duly convened meeting:

RESOLVED, that it is advisable and in the best interests of the Company that the following individuals be appointed as an authorized signatory empowered and authorized to execute contracts related to the State of New Hampshire Producer Services Contract on behalf of the Company to serve in such capacity until he or she has been removed or their respective successor shall have been duly appointed:

Sean Hood – USI Insurance Services – New England Region

RESOLVED, that all actions previously taken by any officer, employee or agent of the Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Company.

IN WITNESS WHEREOF, the undersigned Manager has executed this consent as of the 30th day of April, 2018.



Ernest J. Newborn, II
Manager

ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2018

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

JSI Insurance Services, LLC
133 Westchester Avenue, Suite 102
White Plains, NY 10604

CONTACT NAME: Deanna Zawistowski
PHONE (A.C. No. Ext.): 914.459.6200 FAX (A.C. No.):
E-MAIL: Deanna.Zawistowski@usi.com
ADDRESS:

INSURED

USI Insurance Services, LLC
100 Summit Lake Drive
Suite 400
Valhalla, NY 10595

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Insurance Corporation		42404
INSURER B: Employers Ins. Co. of Wisc.		21456
INSURER C: Liberty Insurance Corporation		42404
INSURER D: Hartford Inv. Co. of the Midwest		37478
INSURER E: Hartford Casualty Insurance Co.		29424
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	AUTO SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
1	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X X	TB7Z11260203018	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
2	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X X	ASCZ11260203028	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
3	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X X	TH7Z11260203048	01/01/2018	01/01/2019	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
4	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	16WNS60600 16WECPK5850	01/01/2018 01/01/2018	01/01/2019 01/01/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Liability coverages as respects Insurance brokerage operations.

CERTIFICATE HOLDER

Evidence of Insurance

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

Ull Scott

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

USI Insurance Services LLC
530 Preston Avenue
Meriden, CT 06450
855 874-0123

CONTACT NAME: Lynn Owen
PHONE (A/C, No, E+1)
E-MAIL: Lynn.Owen@usi.com
ADDRESS:

FAX (A/C, No):

INSURED

USI Advantage Corp.
100 Summit Lake Drive, Suite 400
Valhalla, NY 10595

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	All Specialty Insurance Company	37885
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDITIONAL SUBS 1-38, YARD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (EA occurrence) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$
POLICY: [] PRO- [] ACT [] LOC					PRODUCTS - COMP/OP AGG \$
OTHER:					\$
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA accident) \$
ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
					\$
UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
DED RETENTION \$					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER (MEMBER EXCLUDED) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A Professional Liability (E&O)		ELU15348817	12/31/2017	12/31/2018	\$10,000,000 per claim \$10,000,000 aggregate

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

Professional Liability / E&O Liability coverage is extended to all subsidiaries and dba's of USI Advantage Corp. / USI Insurance Services, LLC. All USI employees are covered under this policy for the work performed as directed by USI.
RE: USI Insurance Services LLC

CERTIFICATE HOLDER

Evidence of Coverage

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

John J. Ulicki

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