



# State of New Hampshire

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

27 *JBm*

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

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

August 8, 2013

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

### REQUESTED ACTION

- 1.) Authorize the Department of Administrative Services, Risk Management Unit, to enter into a contract with The Rowley Agency, Inc., 139 Loudon Road, Concord, New Hampshire 03302-0511 (VC#154464) in the amount not to exceed \$2,490,600 for the purchase of fleet insurance coverage for state owned vehicles, claims administration services and for the safe driving instruction program. The term of the contract shall be for three years, set to commence November 1, 2013 and to expire thereafter on October 31, 2016, with the option to renew for two additional terms of one-year each subject to the approval of the Governor and Council. **100% Agency Funds.**
- 2.) Further authorize this contract to include a contingency in the amount of \$10,000 available for any increase in the number of fleet vehicles over the three year term, bringing the contract total to \$2,500,600. **100% Agency Funds.**

The premium will be allocated based on the number of fleet vehicles reported by State agencies that have appropriated funds for fleet insurance. Funding is available in FY2014 for each agency and is anticipated to be budgeted and available in future years, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY2014</u>	<u>FY2015</u>	<u>FY2016</u>	<u>Totals</u>
Premium	\$ 830,200	\$ 830,200	\$ 830,200	\$ 2,490,600
Contingency	<u>\$ 3,400</u>	<u>\$ 3,300</u>	<u>\$ 3,300</u>	<u>\$ 10,000</u>
Total	\$ 833,600	\$ 833,500	\$ 833,500	\$ 2,500,600

### EXPLANATION

The current contract with the Rowley Agency, Inc. (Rowley) is set to expire on October 31, 2013. This contract provides for the purchase of fleet insurance coverage for state owned vehicles, claims administration services and the safe driving program for State employees required by executive order 89-2.

The procurement of commercial automobile insurance for state owned vehicles is not required by statute but is part of a strategic risk management plan to limit the State's exposure to financial loss. The fleet policy provides first dollar (no deductible) liability coverage for the state fleet of approximately 4,500 vehicles including primary and excess liability coverage as well as uninsured and underinsured motorists' coverage. The policy also affords inland marine and physical damage coverage with various limits for twenty (20) specialty and/or high value vehicles. Additionally, this contract provides claims administration services, to include claims handling, claim reviews, subrogation services, customer service, enhanced loss control services and provides for the administration of the safe driving program. Executive Order 89-2 requires State employees operating state owned vehicles to complete the safe driving program and take a refresher course every three years.

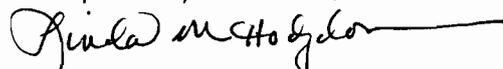
The Risk Management Unit issued a Request for Bid ("RFB") for the purchase of the fleet insurance coverage, claims administration services and the safe driving program on April 10, 2013. Thirty-one (31) insurance professionals and seventeen (17) insurance agencies, or carriers, received direct notification of this solicitation, public notice was provided through the Manchester Union Leader from April 15, 2013 to April 17, 2013, and the RFB was also posted on the Bureau of Purchase and Property website. On May 22, 2013, one bid was received from the incumbent, the Rowley Agency providing coverage through Acadia Insurance Company (Acadia). One other agency showed an interest in bidding but decided to withdraw due to inability to compete with current pricing.

Since this is an RFB, the bidder that provides the lowest rate while meeting or exceeding the eligibility criteria is awarded the contract. Rowley met the bid specifications offering the same coverage levels as the last policy term at an 8% increase in the composite rate per vehicle for primary and excess liability. The primary influence for the premium increase was "hardening of the market", meaning that insurance premiums rise while limits and coverage terms and conditions tighten due to historical market wide underwriting losses. (See also attached Kiplinger Letter).

Rowley's bid offered an annual premium of \$854,315 providing coverage from Acadia Insurance Company for general liability, physical damage, inland marine coverage and the administration of the safe driving program. The composite rate contained in the bid for primary and excess liability coverage was \$185.06 per vehicle versus \$160.23 in the previous contract. Due to the proposed increase, a bid negotiation ensued resulting in Rowley's revised offer of \$830,200 in annual premium and included a composite rate for primary and excess liability coverage of \$179.75 per vehicle, a rate that is guaranteed for the three year term.

We are optimistic that Rowley and Acadia will continue to provide reliable insurance coverage and claim handling for the State. The vendor's strong commitment to providing superior loss control services as well as safe driving program development and instruction should lead to continued reduction in fleet claim losses for the 2013 to 2016 policy term.

Respectfully submitted,



Linda M. Hodgdon  
Commissioner

<p style="text-align: center;"><b>State of New Hampshire</b></p> <p style="text-align: center;"><b>Department of Administrative Services, Risk Management Unit</b></p> <p>RFB Results for: Fleet Insurance Coverage for State Owned Vehicles &amp; Administration  Services for the Safe Driving Program  RFB # 2013-159; Due 5/22/13 at 2:00 pm</p>	<p style="text-align: center;"><b>TOTAL 3-YR CONTRACT</b></p> <p style="text-align: right;">\$2,562,945</p>
<p style="text-align: center;"><b>Vendor</b></p> <p>The Rowley Agency, Inc.</p> <p style="text-align: right;"><i>Negotiated price w/contingency</i></p>	<p style="text-align: right;">\$2,500,600</p>

The State of New Hampshire, Department of Administrative Services, Risk Management Unit  
 Insurance Agents contacted via email on April 10, 2013 for Fleet Insurance Bid  
 RFB 2013-159

Name	Company	Address	Phone	Fax	E-mail
1 Terrence Abbott Deborah Hammond Christine Skehan Mike Guarino	TD Banknorth	2541 White Mountain North Conway, NH 03860	603-356-9471	603-356-7169	Terry.Abbott@tdinsure.com
2 Rob Simpson Jennifer Porter	Rowley Agency	139 Loudon Rd. Concord, NH 03301	800-723-2877 x5505 603-224-2562	603-224-8011 603-224-8011	Deborah.Hammond@tdinsure.com christine.skehan@tdinsure.com michael.guarino@tdinsure.com rsimpson@rowleyagency.com jporter@rowleyagency.com
3 Terry Wheelock	McDuffee Insurance	309 Daniel Webster HWY Merrimack, NH	603-424-9901	603-424-3203	twheelock@mcduffeeins.com
4 Charlie Massin	Frank Massin Agency	PO Box 435 Fitzwilliam, NH 03447	603-585-3411	603-585-3413	charlemassin@massin-ins.com
5 Karen Hanks D. Herod	Minuteman Group/Slawbsy Insurance Agency	90 Main Street Nashua, NH 03061	800-258-1776	603-882-1843	khanks@minutemangroup.com
T. Mulligan	Minuteman Group/Slawbsy Insurance Agency	90 Main Street Nashua, NH 03061	800-258-1776	603-882-1843	'dherod@minutemangroup.com'
M.Serodio	Minuteman Group/Slawbsy Insurance Agency	90 Main Street Nashua, NH 03061	800-258-1776	603-882-1843	'tmulligan@minutemangroup.com'
6 Art Molderez	Lakeside Insurance Agency	One Wall Street Windham, NH 03087	800-952-9033	603-432-6076	'mserodio@minutemangroup.com'
7 Grady Crews Carrie Morgan Kathy Dion	Ferdinando Insurance Agency	637 Chestnut Street Manchester, NH 03104	603-669-3218	603-645-4331	molar@lakeside-ins.com gcre@ferdinandoinsurance.com
Robin McAfee	Ferdinando Insurance Agency	637 Chestnut Street Manchester, NH 03104	603-669-3218	603-645-4331	'cmor@ferdinandoinsurance.com'
8 Beth Needham	Eaton & Bruce Ins. Agency, Inc.	365 Nashua St Milford, NH	603-882-2766	603-886-4230	'Kathy Dion' rmca@ferdinandoinsurance.com
9 Art Bruinooge T. Dean	Sadler Insurance Agency	24 Railroad Sq. Nashua, NH 03061	603-883-0511 ext. 304	603-883-6046	bneedham@eatonberube.com abruinooge@sadlerinsurance.com 'tdean@sadlerinsurance.com'

Name	Company	Address	Phone	Fax	E-mail
10 Terry Penny Cara Scala Vivian Vaudreuil	Foy Insurance	43 Centre St. Concord, NH 03301	603-224-2378 ext.	603-224-4827	Terry.penny@foyinsurance.com 'cara_scala@foyinsurance.com' 'vivian.vaudreuil@foyinsurance.com'
11 Bret Cote	Clark Associates Ins.	500 N. Commerical St. Manchester NH	603-622-2855 (office) 603-703-3224 (cell)	603-622-2854	bcote@clarkinsurance.com
12 Jim Samson	CorVel Corp/Northeast Region	31 Nagog Park Rd Acton, MA 01720	1-207-967-3896 (cell) 603-674-0354	1-207-967-3896	James_Samson@CORVEL.COM
13 L. Marcotte Louis Levine Laurie McIntire Tami O'Neil	Chittenden Insurance	1750 Elm St, Suite #110 Manchester, NH 03104 501 Islington St Portsmouth, NH 03801	603-621-5812 603-247-7556	603-621-5825 603-436-0606	'lmarcotte@chittendeninsurance.com' louis.levine@peoples.com laurie.Mcintire@peoples.com Tami.Oneil@peoples.com
14 James Santo Diane Nauom	Santo Insurance	224 Main Street Salem, NH 03079	603-890-6439		'santoj@santoinsurance.com'; 'naoumd@santoinsurance.com';
15 Lance	Able Insurance Agency	Concord NH	603-225-6677		lance@able2insure.com
16 Jackie Roy	Infantime Insurance	203 Meetinghouse Rd Bedford NH 03110	603-669-0704		jackie@infantime.com
Paul Sullivan	Infantime Insurance	203 Meetinghouse Rd Bedford NH 03110	603-669-0704		paul@infantime.com
17 William Infantime	Aspen Insurance				winfantime@aspen-ins.com

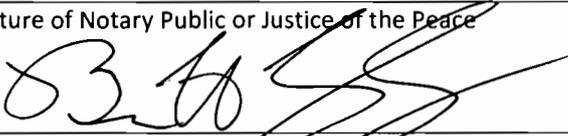
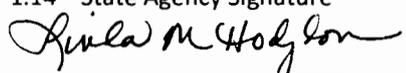
Subject: INSURANCE COVERAGE FOR FLEET VEHICLES AND THE ADMINISTRATION OF THE SAFE DRIVING PROGRAM

**AGREEMENT**

The State 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 The Rowley Agency, Inc.		1.4 Contractor Address PO Box 511 139 Loudon Road, Concord, NH 03302-0511	
1.5 Contractor Phone Number (603) 224-2562	1.6 Account Number See Exhibit B	1.7 Completion Date 11/01/13 – 10/31/16	1.8 Price Limitation Total Price: \$2,500,600 Contract Price: \$2,490,600 Contingency Amount: \$10,000
1.9 Contracting Officer for State Agency Sarah Tilton Risk Manager, Risk Management Unit		1.10 State Agency Telephone Number (603) 271-2223	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert C. Simpson II, vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u>  On <u>8/08/13</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 <b>BRUCE H. LANGLEY, Notary Public</b> <b>My Commission Expires November 14, 2017</b>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgson Commissioner, Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution)  By: <u>M.K. Bonn</u> On: <u>8/15/13</u>			
1.18 Approval by the Governor and Executive Council  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State, 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as The State 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

*RS*  
*8/A/17*

employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

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

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

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

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

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

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor.

Contractor's Initials: *125*  
Date: *8/8/15*

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of The State.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of The State, 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.

Contractor's Initials: *RS*  
Date: *8/28/13*

**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.

Contractor's Initials: RS  
Date: 8/8/11

**EXHIBIT A**  
**SERVICES TO BE PERFORMED FOR FLEET INSURANCE COVERAGE AND**  
**THE ADMINISTRATION OF THE SAFE DRIVING PROGRAM**

The Rowley Agency, Inc. (hereinafter referred to as the Vendor) hereby agrees to provide the State of New Hampshire, Department of Administrative Services, Risk Management Unit, insurance coverage for the State's fleet vehicles, claims administration services and the administration of the safe driving program in accordance with RFB 2013-159 and as described herein.

**A: GENERAL**

**1. NAMED INSURED:**

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

**2. CONTRACT TERM:**

The contract term shall be for a period of three (3) years commencing November 1, 2013 and expiring thereafter on October 31, 2016, with policies to be renewed annually. The contract term may be renewed for two (2) one-year terms upon terms and conditions as the parties may mutually agree and upon the approval of the Governor and Council.

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

**B: COVERAGE FOR PRIMARY GENERAL LIABILITY INSURANCE**

Coverage is required in accordance with the following:

**1. General Liability Insurance with the following limits:**

Bodily Injury per person	\$ 25,000
Bodily Injury per accident	\$ 50,000
Property damage per accident	\$100,000

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

Bodily Injury per person	\$ 25,000
Bodily Injury per accident	\$ 50,000
Property damage per accident	\$100,000

**3. No deductible shall be offered.**

**4. Coverage provisions:**

The Vendor shall provide insurance coverage from forms that are from the most recent edition of Insurance Service Office, Inc. (ISO) forms.

The Vendor shall include the following description of Covered Auto in the insurance policy: "Any Auto" that is owned, hired, leased, rented or borrowed by The State. (symbol 1 on the Description of Covered Auto Designation Symbol in the Business Auto Coverage ISO standard form)

Contractor's Initials: RS  
Date: 8/8/13

“ ‘Auto’ means:

1. a land motor vehicle, trailer or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged”

“Coverage is provided for land vehicles and mobile equipment in the same manner as autos under the commercial auto program.”

The Vendor shall provide coverage for all of the State’s Fleet units. Fleet units currently include passenger vehicles, trucks, motorcycles, snowmobiles, all terrain vehicles (ATV’s), trailers, passenger vans and specialty vehicles.

**C: COVERAGE FOR UMBRELLA/EXCESS LIABILITY INSURANCE**

Coverage is required in accordance with the following:

**1. Umbrella/Excess Insurance with the following limits:**

Bodily Injury per person	\$250,000
Bodily Injury per accident	\$500,000

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

Bodily Injury per person	\$250,000
Bodily Injury per accident	\$500,000

**3. Coverage provisions:**

The Vendor shall provide insurance coverage from forms that are from the most recent edition of Insurance Service Office, Inc. (ISO) forms.

The Vendor shall include the following description of Covered Auto in the insurance policy: “Any Auto” that is owned, hired, leased, rented or borrowed by The State. (symbol 1 on the Description of Covered Auto Designation Symbol in the Business Auto Coverage ISO standard form)

“ ‘Auto’ means:

1. a land motor vehicle, trailer or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged”

“Coverage is provided for land vehicles and mobile equipment in the same manner as autos under the commercial auto program.”

The Vendor shall provide coverage for all of the State’s Fleet units. Fleet units currently include passenger vehicles, trucks, motorcycles, snowmobiles, all terrain vehicles (ATV’s), trailers, passenger vans and specialty vehicles.

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**D: PHYSICAL DAMAGE COVERAGE**

Coverage is required for physical damage including comprehensive coverage and collision coverage for approximately forty (40) vehicles.

**E: COVERAGE FOR INLAND MARINE INSURANCE**

Coverage is required for inland marine.

Deductible of one thousand dollars (\$1,000).

Coinsurance: 90%

Valuation: Actual cash value

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## SERVICES FOR CLAIMS ADMINISTRATION, LOSS CONTROL AND INVOICING

### **A. CLAIMS ADMINISTRATION**

#### **1. Claim Administration.**

Claims Administration includes, but is not limited to: claims adjusting services including compensability investigation, reserving practices, claim reviews, litigation management and payment control.

Specific Claims to be serviced:

The Vendor shall administer all fleet claims beginning on November 1, 2013, for the three-year contract term, until the claims are closed. Upon contract expiration, the State may elect to transfer responsibility for servicing these claims. The State currently plans for the Vendor 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 Vendor 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 Vendor shall assign experienced personnel to the State account that have adequate training, resources and time to service the account. The Vendor shall utilize claims adjusters and attorneys licensed in the State of New Hampshire. See RSA 402-B and RSA chapter 311.

Claim Administration Services shall include the following:

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

#### **2. Program Implementation.**

The Vendor shall prepare and distribute applicable forms and communication materials to State employees including auto identification cards and accident report forms and setting up the information and claim reporting process. Planning shall be done in a timely and organized manner with a timetable so that the transition is successful.

The Vendor shall conduct up to four on-site implementation meetings for employer agency contacts within 30 days of the contract inception date of November 1, 2013 and at least once a year in the contract period as requested by the RMU. The vendor 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, 2013 and policy renewal on November 1, 2014 and November 1, 2015.

#### **3. Automobile Identification Cards.**

The Vendor 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, 2013, the Auto ID cards shall be received in State agencies no later than October 18, 2013. The automobile identification cards shall be 99.99% accurate.

Special requests for automobile identification cards for travel to Canada or for newly acquired vehicles shall be handled successfully within two (2) business days.

**4. Certificates of Insurance.**

The vendor shall issue certificates of insurance directly to State agencies at least ten business days prior to the November 1 policy inception and November 1 renewals. Special requests for certificates of insurance for newly acquired vehicles or other approved reasons shall be handled accurately within two (2) business days.

**5. Claim Recording & Assignment.**

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

Vendor will contact or make "reasonable attempts" to "contact" the following individuals, on all claims per the standards in Insurance Rules 1002.05:

- Commence an investigation of any notice of a claim not later than five (5) working days from receipt of the notice of a claim.
- 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.
- 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 contact will be documented in the vendor's computerized claims system file.

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

The vendor 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.

**6. Payment Control.**

All claim payments shall be made by the Vendor in accordance with New Hampshire statutory provisions and regulations. See Insurance Rules 1002. Documentation detailing the payee, type of payment and payment amount, and claim to which it pertains shall be provided to the RMU on a monthly basis or online if accessible in the vendor's computer claim system. Payment detail shall identify the claim file, employee name, claimant name, date of injury, and State department employer by name and location code, type and amount of payment.

Upon request by the Risk Manager, the Vendor shall make available within forty-eight (48) hours all source documents related to any payment in question.

The Vendor shall obtain authority from the Risk Manager for any proposed settlement of twenty thousand dollars (\$20,000) or greater.

**7. Claim Reserving.**

The vendor shall establish and maintain timely and adequate reserves commensurate with all factors known as they develop. Initial reserves shall be established for fleet liability claims no later than fourteen (14) working days from receipt of the notice of a claim.

The vendor shall revise reserve estimates whenever developments occur which change the ultimate loss exposure. Documentation shall exist, with reserve worksheets or other appropriate means to support the basis for reserve changes.

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Reserves shall be adequately funded by the vendor in a matter consistent with established industry practice that ensures financial resources are available for all current and projected claims to be fully paid by the Vendor.

#### **8. Hearings and Settlements.**

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

- a) 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.
- b) Have available all necessary witnesses or their depositions prior to formal hearing or trial.
- c) 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.
- d) Review attorney bills to ensure that they reflect billing practices and expense controls that are consistent with the attorney/Vendor agreement.
- e) The Vendor shall notify the agency employer of all hearing and appeal outcomes and provide an explanation of any fiscal impact which results from such decision.

#### **9. Claim Reviews.**

The vendor shall conduct four (4) claim reviews each year, one each calendar quarter, with the State's Risk Manager, Loss Control Consultant, State agency fleet representative (if warranted); insurance company account manager, insurance company claims or loss control manager or claims adjuster(s) and insurance agent account manager or their designee. Open claims with ten thousand dollars (\$10,000) and over in reserves are reviewed, claims in litigation as well as claims requested by the State for review. The vendor 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.

#### **10. Vendor's Personnel.**

The vendor shall provide a single point of contact for the State or its representative. The State retains the right to require the Vendor to remove and replace any employee from the State account this is determined by the State RMU to be unacceptable. The State retains the right to approve any replacement employee(s). The Vendor shall assign experienced claims and subrogation personnel to the State account that have adequate caseloads, resources and time to service the account. Per Insurance Rules 1002.11, the Vendor 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 Insurance Rules 1002.05.

The performance of the vendor's obligations under the contract shall be carried out by the Vendor. The Vendor shall at its own expense provide all personnel, materials and resources necessary to perform the services under the Contract. The vendor 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 Insurance Rules 1002.10 and RSA chapters 402-B and 402-J.

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**11. Subrogation Services.**

The Vendor shall designate a toll free telephone number for subrogation claims reporting and inquiries about subrogated claims from the RMU and State agency personnel. See Insurance Rules 1002. It may be the same toll free telephone number as described in Section 10 Vendor's Personnel above. The vendor shall provide subrogation services related to claims paid on behalf of the State. Subrogation claims may be reported via telephone, fax or optionally electronically via the vendor's computer claims system. The response standard for written claim acknowledgements and inquiries of two (2) business days is required. The subrogation claims adjuster(s) assigned to the account shall have an active adjuster's license from the State. Vendor's claims adjuster(s) shall also have access to a fax machine and have a business email account.

The vendor shall prepare and issue subrogation claim reports as specified in Services for Computer Claims System.

**12. Reasonable Travel Expenses.**

The Vendor shall assume all travel and related expenses including, but not limited to, meals, hotel, airfare, car rentals, car mileage and out of pocket expenses.

**13. Shipping and Delivery Fee Exemption.**

The State will not pay for any shipping or delivery fees unless specifically itemized in the contract.

**B: LOSS CONTROL SERVICES**

The Vendor shall offer pricing with respect to loss control services. Loss control services shall include, but not be limited to, the following:

- Review and analysis of past accident experience including accident investigation to determine loss sources, causes and trends.
- Training on topics identified by the RMU shall be conducted a minimum of four (4) times each year to State employees. Potential topics may include, but are not limited to: CDL driving; commercial motor vehicle pre-trip inspection and backing; accident investigation for both passenger vehicles and Commercial motor vehicles; safety rodeo; drug and alcohol awareness for CDL drivers; driver safety awareness; training on newly enacted federal or state legislation that in the opinion of the RMU would affect the fleet insurance program or Commercial Drivers License requirements; manual of uniform traffic control devices; car-pooling; fuel efficiency; NH traffic offenses; automobile insurance coverage questions and answers.
- Attend at least four (4) State agency vehicle accident investigation meetings and/or State agency fleet safety meetings each year. Attend the annual DOT safety day upon request by the RMU.
- Work with RMU and at least two (2) agencies per year to draft and implement a fleet auto accident reduction plan specific to the agencies needs.
- The Vendor shall provide appropriate consultation guidelines to State agencies and employees (as directed by the RMU) regarding accident prevention programs, accident trends, safety seminars, safety literature, etc.
- When the RMU requests loss control assistance, the Vendor shall make contact with the employer agency within ten (10) working days. After the service visit has been completed, the Vendor shall follow up with a written report within fifteen (15) working days with a copy to the RMU.

## SERVICES FOR COMPUTER CLAIMS SYSTEM

### **A. GENERAL**

The State requires the Vendor to offer a computerized claims system for the purpose of claims data and claim reports as further defined herein. The State seeks a system with a high level of data integrity, backup and recovery provision.

The State is interested in on-line access to the vendor's claims system for the primary purposes of running reports and inputting claims data. In the event an on-line claims system becomes available, the State reserves the right to request a demonstration of the vendor's computer system for the purpose of verifying adherence to the State's bid specifications.

### **B. CLAIM INPUT DATA SPECIFICATIONS**

Minimum required data for every claim reported to the vendor:

- Claim number
- Date claim reported
- Employee name (driver)
- Employee's State agency location code
- Claimant name, address, contact information, age (if possible)
- Date of accident
- Accident description and facts
- Location of Accident
- Cause of loss
- Type of loss (liability, physical damage, inland marine)
- Investigation results
- Injuries – detailed body part injured
- Damages sought
- Third parties involved
- Liability analysis
- Legal status with attorneys' name and contact information
- Plan of action
- Adjuster name and contact information
- Incurred loss amounts, Paid loss amounts and Reserve loss amounts
- Salvage/subrogation deductible reserve
- Claim status identified as open or closed

### **C. CLAIM REPORT SPECIFICATIONS**

The Vendor shall produce and distribute reports to the RMU. The RMU will check the accuracy of the data and then instruct the vendor to forward the applicable reports to State agencies (as determined by the RMU) on a quarterly basis, and cumulative data on an annual basis. Copies of all reports produced by the vendor shall be sent to the RMU.

The State requires the minimum types of claim reports with the following information:

- Trending reports (in chart and/or spreadsheet format) by State agency and statewide
- Subrogation reports
- Claim reports that can be sorted by the following subjects: State agency location, cause of accident, State employee driver, date of loss, policy year.
- Loss ratio report
- Summary claim report
- Customized reports
- Frequency and severity reports
- Training synopsis reports

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- Claim detail report
- Claim adjuster notes

The State requests the above mentioned reports via on-line access to a computerized claim system. Internet accessibility shall follow State standards for web interface, including web browser standards approved by the State. If the vendor offers on-line access, State users shall be able to access the reports electronically, sort them via tailored queries (ex. by driver's name, agency or date) and print them.

However, if a vendor is unable to provide the above mentioned reports via on-line access, the vendor shall provide reports via email or paper no later than seven (7) days after request from RMU. Reports shall be compatible with Microsoft office and/or Adobe Acrobat professional applications. Reports shall have a valuation date parameter capability.

**D: ON-LINE SYSTEM ACCESS, TRAINING AND SUPPORT (IF APPLICABLE)**

If the vendor offers an on-line system, the Vendor shall provide the RMU, and up to five (5) agency contacts, with daily access to the vendor's on line computer claims system, unless the system is temporarily off line or out of service.

The Vendor shall supply training to RMU and agency users on how to use its computer system. There will be no more than twenty State employees attending training. The training will take place in a State facility in Concord New Hampshire. On-going support for training and upgrades shall be available via the telephone, in person or on-line. Support personnel shall be fully product trained specialists and have the required expertise to respond to technical questions and perform advanced troubleshooting via telephone, in person or on-line.

The Vendor shall describe how it plans to provide the access, training and support to RMU and up to five (5) agency contacts with the bid response in order to demonstrate how the vendor meets or exceeds the bid specifications.

## SERVICES FOR THE ADMINISTRATION OF THE SAFE DRIVING PROGRAM

### **A. GENERAL**

The State requires the Vendor to provide safe driving program instruction and administration for the approximately one thousand (1,000) State employees each year. The instruction shall be classroom based and will cover topics regularly found in defensive and safe driving classes nationally with emphasis on New Hampshire driving conditions and traffic laws as shown in RSA 264 and 265. The safe driving course shall incorporate State and federal regulations for motorized fleet vehicles. Classroom-based instruction takes place in State facilities in several locations around the State, but mainly in Concord. Computer-based or on-line internet-based training is a service available at the State's option to implement.

In addition, the vendor shall also provide classroom-based training in Concord for the approximately one hundred (100) State employees that drive trucks and possess commercial driver's licenses. Executive Order 89-2 requires State of NH employees operating State owned vehicles to complete a defensive driver course and take a refresher defensive driving course every three years.

Vendors may be required to provide a more comprehensive and detailed description of any course upon request. All materials shall be approved by the RMU prior to the commencement of instruction.

### **B. SAFE DRIVING INSTRUCTION FOR PASSENGER VEHICLE DRIVERS**

The Vendor shall provide instruction that covers topics regularly found in defensive and safe driving classes nationally with emphasis on New Hampshire driving conditions and traffic laws. The safe driving course shall incorporate State and federal regulations for motor vehicles. See RSA chapter 264.

Course shall include, at a minimum, the following topics:

- Risks and hazards on the roadways.
- Definition of defensive driving including techniques and behaviors associated with defensive driving.
- Explanations of preventable and non-preventable accidents.
- Collision prevention, safe and aggressive driving behaviors.
- Speeding, tailgating, right of way and intersection driving techniques, crossing the center line.
- Stopping distances for cars and trucks.
- Adverse driving conditions –inclement weather, rain, hail, sleet, snow, night time driving.
- Distracted drivers due to cell phone usage, grooming, eating, conversations with passengers, etc.
- Impaired driving due to alcohol, legal and illegal drugs, sleep deprivation, etc.
- Challenging physical conditions such as hearing, vision, age, mobility, age, or illness.
- Challenging environmental conditions such as light, weather, road (ex. work zones) and traffic (trucks, motorcycles, emergency vehicles, trains, bicycles, pedestrians, animals).
- Occupant restraint systems (seat belts, air bags)
- Pre-trip inspection of vehicle with requirements for once a week, once a month and every six months.
- Improving fuel economy through good driver behaviors, checking tire pressure often, reinforcing "Anti-Idling" policy, maintaining safe and legal speeds at all times, minimize extra weight in vehicles, carpool whenever possible, consolidate and plan ahead for trips.
- The program shall include materials related to passenger type vehicles, box trucks and maintenance type vehicles.
- Materials related to commercial sized vehicles shall be reserved for the Commercial Driver Training

### **C. SAFE DRIVING INSTRUCTION FOR COMMERCIAL DRIVERS**

The State requires the Vendor Commercial Motor Vehicle (CMV) safe driving instruction for the approximately one hundred (100) State of New Hampshire employees who operate CMV's and possess Commercial Drivers Licenses (CDL's). The one hundred (100) CDL drivers are employees of seven State agencies. The Vendor shall develop and implement a CMV course curriculum that is in addition to the safe driving instruction for passenger vehicles. Hands-on training is

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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 Vendor shall teach a minimum of two (2) classes per year. 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> for a copy.

Also see Insurance Rules Safety C 900 and 1800.

The State will provide the classroom space, outdoor training location and truck(s). The instruction will take place in Concord, NH.

The State Department of Transportation CDL employees have their own CMV safe driving program and will not be participating in the safe driving program instruction specified in this RFB.

#### **D. CLASSROOM-BASED INSTRUCTION FOR PASSENGER VEHICLE PROGRAM**

Classroom training will be conducted at state owned facilities by approximately seventy (70) State employees who have successfully passed the vendor's "train the trainer" course.

It is estimated that a minimum of five (5) classroom sessions per month will be required at various locations throughout the State. Most classroom locations are in Concord, NH. The vendor will be responsible to provide materials such as CD's, DVD's, online video access, instructor manuals, participant workbooks and/or certificates of completion to the State trainers. Items may be leased or sold to the State, except for course workbooks that are intended to be written in and kept by participants.

#### **E. ADMINISTRATION**

The Vendor shall be responsible for maintaining sign-in sheets and issuing certificates of attendance. The Vendor shall coordinate with RMU to ensure distribution of training materials to instructors. The Vendor 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. This list will be submitted to the RMU quarterly and separated by agency for distribution.

#### **F. STATE AGENCY WORK SPACE**

The Vendor shall have the capability to provide training on site at State agency facilities. The State will provide necessary classroom space, facilities and office equipment, and will work with the Vendor to ensure that all other necessary required equipment are in place and operable at the time of classes. The State will provide the classroom space, outdoor training location and truck(s) for the CMV training.

#### **G. TRAINING MATERIALS**

The Vendor shall indicate what course materials shall be provided for each course (i.e. CD's, DVD's, online video access, instructor manuals, participant workbooks and/or certificates of completion.) Items may be leased or sold to the State, except for course workbooks that are intended to be written in and kept by participants.

All materials shall be approved by the RMU prior to the commencement of instruction.

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**H. COMPUTER -BASED OR INTERNET-BASED INSTRUCTION FOR PASSENGER VEHICLE PROGRAM**

Computer-based or on-line internet-based training is a service available at the State's option to implement.

Computer-based training shall be via DVD and/or CD. On- line internet-based training is for State employees with access to a computer and the internet. The vendor shall be able to provide technical support for this component.

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**PERFORMANCE GUARANTEES AND PENALTIES**

The Vendor shall be required to meet the performance guarantees established herein or pay the State a penalty as enumerated in this section.

**GENERAL GUARANTEE**

**PROVISIONS**

**GUARANTEE PERIOD**      **EFFECTIVE**      The performance guarantees shall be in effect for the contract term of three years, commencing 11/01/2013 through 10/31/2016. These performance guarantees apply to all new fleet liability claims covered under the contract and reported from 11/1/2013 to 10/31/2016.

The performance guarantees will be discussed on an annual basis at the performance guarantee annual audit. The performance guarantee annual audit will be held within forty-five (45) days of November 1, 2014, November 1, 2015 and November 1, 2016 to evaluate the prior year's contract term. Participants at the performance guarantee annual audit will include at least one representative from the vendor and one representative from RMU.

**PERFORMANCE GUARANTEE CATEGORY**

1. Performance Under Loss Control Specifications
2. Performance Under Claims Administration Specifications
3. Performance Under Claims Administration Specifications
4. Performance Under Claims Administration Specifications
5. Performance Under Claims Administration Specifications
6. Performance Under Claims Administration Specifications
7. Performance Under Computer Claims System Specifications
8. Performance Under Safe Driving Program Administration

**PERFORMANCE AUDIT GUIDELINES**

A performance guarantee annual audit will be conducted to evaluate the insurance carrier's performance in all of the above performance guarantee categories.

**PERFORMANCE MEASUREMENT CRITERIA**

For performance guarantee category 1, the measurement criteria is as follows: During the performance guarantee annual audit, review of recorded documentation in the form of a written log input by Vendor and approved by the State that the trainings and meetings took place as scheduled.

For performance guarantee category 2, the measurement criteria is as follows: During the performance guarantee annual audit, review of recorded documentation in the form of a written log input by the State and approved by Vendor that the automobile identification cards and claim forms were distributed as scheduled.

For the performance guarantee category 3, the measurement criteria is as follows: During the performance guarantee annual audit, review of recorded documentation in the form of a written log input by the Vendor and approved by the State that the Vendor complied with prior approval settlement requirements.

For the performance guarantee categories 4 through 5, a random sample of thirty (30) fleet liability claim files, occurring within the contract effective dates, will be selected for review at the performance guarantee annual audit to evaluate the vendor's performance. The vendor will choose fifteen (15) claims and the RMU will choose fifteen (15) claims.

Each category shall have a minimum of ten (10) claim files (or one-third) that apply for the sample size to be valid. Any category that does not have the required ten (10) claim files

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(or one-third) will be eliminated from the measurement.

Performance audit results will be tabulated as follows:

- 1) Performance audit results will be scored by category,
- 2) The number of positive results will be divided by the number of possible results for each category. For example, if 25 of 30 files received passing scores, the results for one category would be 83% (25/30).
- 3) Claims that do not apply to a certain category are not included in the calculation of results for that particular category.

Representatives from Vendor and the State will complete the performance guarantee annual audit. Should a disagreement occur on a particular claim, Vendor and the State will make every effort to resolve it. If a resolution cannot be reached, the claim will be eliminated from the sample and another claim will be chosen at random as a substitute. Any disputed claims will be included in the performance guarantee report with an explanation of the issues; however, these claims will not be included in the calculation of Vendor's performance results. The performance guarantee annual audit will be completed within forty-five (45) days after the expiration of the prior twelve (12) month term of this performance guarantee. Audit results will be tabulated and distributed to the State within thirty (30) days after the completion of the performance guarantee annual audit.

For category 6, the measurement criteria is as follows:

Meetings – During the performance guarantee annual audit, review of recorded documentation in the form of a written log input by Vendor and approved by the State that the meetings took place as scheduled.

For category 7, the measurement criteria is as follows:

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

For category 8, the measurement criteria is as follows:

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

Performance results will be rounded to the nearest whole percentage point. For example, a performance result of 89.5% would be rounded up to 90%. A performance result of 89.4% would be rounded down to 89%.

**PERFORMANCE GOALS**

Performance goals for each category are outlined herein.

**PENALTY**

Vendor will incur a penalty if performance results are below the performance goals identified in the detailed performance guarantee provisions. Penalty amounts associated with each service may be found in the detailed performance guarantee provisions. The maximum penalty associated with this entire Performance Guarantee is \$20,000 annually with a total maximum of \$60,000 for the three year contract term.

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**PAYMENT OF PENALTY** Any penalty amount will be paid after the annual audit has been completed. Vendor will issue payment for any penalty within thirty days of receipt of the State's invoice.

**CONDITIONS** Vendor will not be held to the performance standards identified in this performance guarantee on any case in which State has not fulfilled its commitments as outlined in the specific performance guarantee provisions.

The performance guarantees will become invalid if State terminates its contract with Vendor.

**ACTION 1 OF 8: PERFORMANCE UNDER LOSS CONTROL SPECIFICATIONS**

**VENDOR'S COMMITMENT**

- Training on topics identified by the RMU shall be conducted a minimum of four (4) times each year to State employees. Potential topics may include, but are not limited to, CDL driving; commercial motor vehicle pre-trip inspection and backing; accident investigation for both passenger vehicles and Commercial motor vehicles; safety rodeo; drug and alcohol awareness for CDL drivers; driver safety awareness; training on newly enacted federal or state legislation that in the opinion of the RMU would affect the fleet insurance program or Commercial Drivers License requirements; manual of uniform traffic control devices; car-pooling; fuel efficiency; NH traffic offenses; automobile insurance coverage questions and answers.
- Attend at least four (4) State agency vehicle accident investigation meetings and/or State agency fleet safety meetings each year.

**PERFORMANCE GOAL**

85%

**PENALTY**

Vendor shall incur a penalty if new claims aren't handled in accordance with the defined performance criteria. The penalty will be structured as follows:

Vendor's Performance at the Annual Audit	Penalty To Vendor
85% or greater	No Penalty
Less than 85%	\$2,500

**ACTION 2 OF 8: PERFORMANCE UNDER CLAIMS ADMINISTRATION SPECIFICATIONS**

**VENDOR'S COMMITMENT**

- Automobile Identification Cards - All automobile identification cards shall be mailed at least ten (10) business days prior to the effective date and shall be 99.99% accurate.
- Claim forms and accident reporting instructions shall be distributed to 100 % of the State agencies at least ten (10) business days prior to policy implementation on November 1, 2013 and policy renewal on November 1, 2014 and November 1, 2015.

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**PERFORMANCE GOAL**

85%

**PENALTY**

Vendor shall incur a penalty if new claims aren't handled in accordance with the defined performance criteria. The penalty will be structured as follows:

Vendor's Performance at the Annual Audit	Penalty To Vendor
85% or greater	No Penalty
Less than 85%	\$2,500

**ACTION 3 OF 8: PERFORMANCE UNDER CLAIMS ADMINISTRATION SPECIFICATIONS**

**VENDOR'S COMMITMENT**

Vendor will contact The State RMU to discuss and request approval for all settlement amounts of twenty thousand dollars (\$20,000) or more prior to settling a case, discussing the settlement with the claimant or claimant's attorney.

**STATE OF NEW HAMPSHIRE'S COMMITMENT**

The State RMU will respond back to any attempts made by Vendor to contact him/her within two (2) business days.

**DEFINITIONS**

"Settlement" is defined as any full and final settlement payment of twenty thousand dollars (\$20,000) or more.

**PERFORMANCE GOAL**

95% or greater

**PENALTY**

Vendor shall incur a penalty if settlement approval isn't initiated in accordance with the defined performance criteria. The penalty will be structured as follows:

Vendor's Performance at the Annual Audit	Penalty To Vendor
95% or greater	No Penalty
Less than 95%	\$2,500

**ACTION 4 OF 8: PERFORMANCE UNDER CLAIM ADMINISTRATION SPECIFICATIONS**

**VENDOR'S COMMITMENT**

Vendor shall contact or make "reasonable attempts" to "contact" the following individuals, on all cases per the guidelines in Insurance Rules 1002-05:

- Contact with the claimant no later than five (5) business days of report of the claim by State, unless the claimant is represented by an attorney.

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- Contact with the employer and employee driver no later than five (5) business days of report of the claim by State.

All actual and attempted contact will be documented in the vendor’s computerized claims system file.

**DEFINITION**

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

**PERFORMANCE GOAL**

85%

**PENALTY**

Vendor shall incur a penalty if new claims aren’t handled in accordance with the defined performance criteria. The penalty will be structured as follows:

Vendor’s Performance at the Annual Audit	Penalty To Vendor
85% or greater	No Penalty
Less than 85%	\$2,500

**ACTION 5 OF 8: PERFORMANCE UNDER CLAIMS ADMINISTRATION (PAYMENT CONTROL) SPECIFICATIONS**

**VENDOR’S COMMITMENT**

Claims payments shall be made according to the timetable set forth in Insurance Rules 1002.05 or based on Vendor’s internal guidelines, if sooner.

Financial accuracy – Percentage of claim payments made without error relative to the total dollars paid will be at least 85%.

All source documents (copies of invoices and checks) shall be available in the claim file for review at the performance guarantee annual audit.

**PERFORMANCE GOAL**

85%

**PENALTY**

Vendor shall incur a penalty if new claims payments aren’t handled in accordance with the defined performance criteria. The penalty will be structured as follows:

Vendor’s Performance at the Annual Audit	Penalty To Vendor
85% or greater	No Penalty
Less than 85%	\$2,500

Contractor’s Initials: RS  
 Date: 8/8/13

**ACTION 6 OF 8: PERFORMANCE UNDER CLAIMS ADMINISTRATION SPECIFICATIONS**

**MEETINGS**

**VENDOR'S COMMITMENT**

The vendor shall initiate and conduct the following meetings. The vendor shall be prepared for the meetings.

- One performance guarantee audit meeting per year to ensure that performance standards are being met. (weighted score= 15%)
- The Vendor shall conduct up to four (4) on-site implementation meetings for employer agency contacts within thirty (30) days of the contract inception date of November 1, 2013 and at least once a year in the contract period as requested by the RMU. The vendor will provide oral and written instruction on auto identification cards and accident report forms, reporting claims, loss prevention services, subrogation and customer service. (weighted score= 20%)
- Claim reviews will be held four (4) times a year scheduled every quarter. These claim reviews will review claims mutually chosen by the vendor and the RMU. (weighted score= 50%)
- One (1) Annual Stewardship Meeting shall be held between June and August of 2014, 2015 and 2016 to review the account on a global basis and determine areas of challenge and opportunity. RMU will initiate scheduling. The vendor and RMU shall mutually agree upon an agenda. (weighted score= 15%)

**STATE OF NEW HAMPSHIRE'S COMMITMENT**

The State will facilitate Vendor access to the appropriate personnel at State agencies for the above mentioned meetings and provide meeting space in State facilities in Concord, New Hampshire.

**PERFORMANCE GOAL**

85%

**PENALTY**

Vendor shall incur a penalty with the weighted average as shown above if the above mentioned meetings aren't held as scheduled. The penalty will be structured as follows:

Vendor's Performance at the Annual Audit	Penalty To Vendor
85% or greater	No Penalty
Less than 85%	\$2,500

**ACTION 7 OF 8: PERFORMANCE UNDER COMPUTER CLAIMS SYSTEM SPECIFICATIONS**

**VENDOR'S COMMITMENT**

The following reports will be issued as follows under the following timetable:

Quarterly reports due on the 10<sup>th</sup> of the month via email or regular mail at the end of each quarter sent to RMU. If requested on an as needed basis by RMU or agency contact, they shall be provided within thirty (30) days of request.

- Trending reports (in chart and/or spreadsheet format) by State agency and statewide
- Subrogation reports

Contractor's Initials: RS  
Date: 8/8/13

- Claim reports that can be sorted by the following subjects: State agency location, cause of accident, State employee driver, date of loss, policy year.
- Loss ratio report
- Summary claim report
- Customized reports
- Frequency and severity reports

Loss prevention reports concerning updates on projects and/or topics of concern to the State on an as needed basis.

The quarterly reports will be checked for timeliness and accuracy at the performance guarantee annual audit.

**PERFORMANCE GOAL**

85%

**PENALTY**

Vendor shall incur a penalty with the weighted average as shown above if the above mentioned reports aren't issued and received by the State as scheduled. The penalty will be structured as follows:

Vendor's Performance at the Annual Audit	Penalty To Vendor
85% or greater	No Penalty
Less than 85%	\$2,500

**ACTION 8 OF 8: PERFORMANCE UNDER SAFE DRIVING PROGRAM ADMINISTRATION**

**VENDOR'S COMMITMENT**

The following reports will be issued as follows under the following timetable:

Quarterly participant reports due on the 10<sup>th</sup> of the month at the end of each quarter in MS Excel format via email sent to RMU. If requested on an as needed basis by RMU or agency contact, they shall be provided within thirty (30) days of request.

The Vendor shall keep track of SDP participants and trainers by recording and storing the names of the employees, agency, driver's ID number, and the date trained. This list will be submitted to the RMU quarterly and separated by agency for distribution.

The vendor shall also keep a record of participants that have attended a "train the trainer" course and/or been authorized to teach the Safe Driving Program. This record shall be updated quarterly and submitted with the quarterly SDP training records.

**PERFORMANCE GOAL**

85%

Contractor's Initials: RS  
 Date: 8/8/13

**PENALTY**

Vendor shall incur a penalty with the weighted average as shown above if the above mentioned reports aren't issued and received by the State as scheduled. The penalty will be structured as follows:

<b>Vendor's Performance at the Annual Audit</b>	<b>Penalty To Vendor</b>
<b>85% or greater</b>	<b>No Penalty</b>
<b>Less than 85%</b>	<b>\$2,500</b>

Contractor's Initials: 125  
Date: 2/8/17

**Exhibit B**  
**Contract Price, Price Limitation, Invoicing and Premium Payments**

1. **Contract Price:** The vendor agrees to provide insurance coverage and services in accordance with Exhibit A for a contract price of \$2,490,600 as described below:

The annual premium of \$830,200 represents the annual premium for primary and excess general automobile liability\*, physical damage and inland marine insurance coverage. The administration of the safe driving program is included in the annual premium for an all inclusive fee (course materials, administrative costs, vendor travel expenses and all other costs associated with providing the program instruction).

\* The Vendor provides a composite rate in the amount of **\$179.75** per fleet unit for the general liability and excess liability policies. The total premium shall be computed by application of composite rate to the total number of fleet units reported to the vendor at the inception of each policy term.

\*\* The Vendor provides physical damage insurance coverage for scheduled units. The total premium shall be calculated per scheduled unit based on the value of the unit included.

Description	Rate or Price for Year One  11/1/2013- 10/31/2014	Rate or Price for Year Two  11/1/2014- 10/31/2015	Rate or Price for Year Three  11/1/2015- 10/31/2016	TOTAL
Primary General Liability insurance	Included below	Included below	Included below	Included
* Umbrella/Excess Liability insurance	815,885	815,885	815,885	\$2,447,655
** Physical damage insurance	8,209	8,209	8,209	\$24,627
Inland Marine insurance	6,106	6,106	6,106	\$18,318
Safe Driving Administration (all inclusive fee)	Included ( <i>not to exceed \$15,000</i> )	Included ( <i>not to exceed \$15,000</i> )	Included ( <i>not to exceed \$15,000</i> )	Included ( <i>not to exceed \$15,000</i> )
<b>TOTAL BY YEAR</b>	<b>\$830,200</b>	<b>\$830,200</b>	<b>\$830,200</b>	<b>\$2,490,600</b>

Any commission or fee shall be included in the rate or price indicated above.

2. **Price Limitation:** In addition to the contract price, an additional contingency in the amount of \$10,000 is necessary to allow for an increase in the number of fleet units. The contingency will allow coverage of fleet units exceeding 4,539 at the composite rate described in #1 above. Notwithstanding any provision of this contract to the contrary, in no event shall the price limitation exceed \$2,500,600.
3. **Invoicing and Premium Payments:** The Vendor shall prepare a separate invoice annually for each agency and send all of the invoices directly to the contacts at the agencies via email with a courtesy copy to the RMU. The invoice shall include a breakdown of the charges indicating the policy #, policy term, the agency, and agency location code, #of units, cost per unit, and total cost.

Contractor's Initials: KS  
Date: 8/8/13

Invoices that are returned as undeliverable emails shall be mailed to:

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

The State shall make payment to the vendor electronically or by check mailed to the address in Section 1.4 of the P-37. Terms are net thirty (30) subject to approval of the submitted invoice.

Contractor's Initials: 125  
Date: 8/8/18

**Exhibit C**  
**Special Provisions**

1. The Certificate of Insurance shall contain coverage limits in accordance with Sections 14 (Insurance) and 15 (Workers' Compensation) of Form P-37 and limits for errors and omissions/professional liability coverage in the amount of \$5 (five) million per claim and \$10 (ten) million in the aggregate.

Contractor's Initials: RS  
Date: 8/8/13

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE ROWLEY AGENCY, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 7, 1966. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8<sup>th</sup> day of August, A.D. 2013

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

William M. Gardner  
Secretary of State

**APPENDIX B**

**CERTIFICATE OF VOTE/CERTIFICATE OF AUTHORITY**

I, Bruce Langley hereby certify that I am duly elected  
Secretary of The Rowley Agency Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on 07/01/13 at which a quorum of the Board was present and voting.

VOTED: That Robert C. Simpson, II is duly authorized to enter into a specific contract namely RFB#2013-159; State Fleet Insurance with State of NH-Dept. of Administrative Services and further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remain in full force and effect as of 8/08/13, and that Robert C. Simpson, II is duly elected Vice President of this Corporation.

DATED: Aug 8/2013  
ATTEST:   
(Affix Corp. Seal)

**WESTPORT INSURANCE CORPORATION**

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

Issue Date: 8/6/2013

Certificate Holder:  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 CAPITOL STREET  
CONCORD, NH 03301

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

TYPE OF INSURANCE: Insurance Agents Errors & Omissions Liability

POLICY NUMBER: WED4NH005998207

NAMED INSURED: THE ROWLEY AGENCY, INC.

OTHER INSUREDS AS DEFINED IN POLICY:

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

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

Limits of Liability: \$20,000,000 Per Claim  
\$20,000,000 Aggregate for the Policy Period

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

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

Retroactive Date: Full Prior Acts

EFFECTIVE DATE: FROM: February 01, 2013

TO: February 01, 2014

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

WESTPORT INSURANCE CORPORATION



Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/6/2013

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

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

<b>PRODUCER</b> THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Peggy Johnson <b>PHONE (A/C, No, Ext):</b> (603) 224-2562 <b>E-MAIL ADDRESS:</b> pjohnson@rowleyagency.com	<b>FAX (A/C, No):</b> (603) 224-8012
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The Rowley Agency Inc 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	<b>INSURER A:</b> Continental Western Insurance	
	<b>INSURER B:</b> Acadia Insurance Company	
	<b>INSURER C:</b> MEMIC Indemnity Company	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			CPA003817925 - NH	2/1/2013	2/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/POP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	<b>AUTOMOBILE LIABILITY</b>			CAA003817525	2/1/2013	2/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>		<input checked="" type="checkbox"/> OCCUR	CUA003818325	2/1/2013	2/1/2014	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/>		RETENTION \$ 0				\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			3102802541 3A States: NH, ME, VT	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RFB #2013-159

**CERTIFICATE HOLDER**      **CANCELLATION**

State of NH Department of Administrative Services 25 Capitol Street Concord, NH 03301	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  Danielle Rice/DJR <i>Danielle Rice</i>

# The Kiplinger Letter

FORECASTS FOR MANAGEMENT DECISIONMAKING

1100 13th Street NW, Washington, DC 20005 • kiplinger.com • Vol. 90, No. 12

Dear Client:

Washington, March 22, 2013

## Whatever its causes...

Erratic weather poses a mounting threat to the economy. In 2012 alone...a \$100-billion hit from the combination of storms, droughts and fires. And the forecast won't brighten anytime soon.

### WEATHER WOES

The major hazards: Protracted heat waves, along with the myriad problems they bring. Extreme heat increasingly means extreme drought... such as last year's, which affected 80% of farmland and led to the third-worst wildfire season on record. Only 2006 and 2007 saw more acres of forest burn.

Rising floodwaters. Recent hurricanes and shifting rainfall patterns are prompting revisions to floodplain maps nationwide. Many communities along rivers, the Gulf Coast and the Eastern Seaboard will find themselves newly designated as at risk.

And worsening storm damage. Last year, thunderstorm-related losses came in at \$15 billion... the second-costliest year on record, despite a drop in tornado activity. As population density increases, just a few bad storms can pack an outsize punch.

Adapting to the risk of harsher weather conditions won't be easy...or cheap.

Flood insurance is certain to cost more. Uncle Sam...the only major provider of flood policies...is starting to charge premiums based on a given property's risk rather than the subsidized rates property owners have benefited from for decades. Some owners of coastal real estate will have to make a choice between costly upgrades and big premium hikes. Folks farther inland may have to insure for the first time.

Farmers will invest in measures that protect against both drought and floods. Reduced-tillage planting schemes. The use of cover crops, such as clover and grasses, to nourish soil during winter. And low-flow irrigation systems to minimize evaporation.

Plus better forest management...clearing brush, culling diseased trees and building firebreaks to limit the damage from a growing number of wildfires.

Although the government regards severe weather with growing concern... even creating a full-time post on the National Security Council to monitor it...

Uncle Sam will have only limited ability to lend aid to affected communities. The budget sequester alone will trim almost \$1 billion this year from the relief fund that the Federal Emergency Management Agency uses to respond to catastrophes. The U.S. Forest Service will thin 200,000 fewer acres of fire-prone woodlands. And \$8.7 billion in annual crop insurance costs will dog budgets for years to come.

So state and local governments can expect to shoulder more of the burden when bad weather strikes, and taxpayers will pay for it. Government at every level will play a role in curbing risk...toughening building codes, buying at-risk properties, updating maps...helping to temper the worst effects of an increasingly volatile climate

## ECONOMIC FORECASTS

### GDP growth

↔ Though slow in early '13, around 1.75% for the year

### Interest rates

↔ Little change through mid-'13. 10-year T-notes at year-end, 2.25%

### Inflation

↗ Rising slightly this year, to about 2.3%

### Unemployment

↘ Falling gradually over '13, to around 7.5%

### Crude oil

↗ Trading from \$95 to \$100/bbl. by Memorial Day

### Business spending growth

↗ Strengthening in second half; still under '13 pace

Complete economic outlook at [kiplinger.com/outlooks](http://kiplinger.com/outlooks)

... addition.  
 mortgaged  
 and borne by  
 immediately after

... qualify to bid, bid  
 bid and present to  
 agent, the sum of five  
 and 00/100 (\$5,000.00)  
 fulfilled check or other form  
 acceptable to the Mortgagee or  
 prior to the commencement of the  
 auction. The balance of the pur-  
 chase price must be paid in full by the  
 successful bidder in cash or by certified  
 check within thirty (30) days from the date  
 of the public auction, or on delivery of the  
 foreclosure deed, at the option of the Mort-  
 gagee. The deposits placed by unsuccess-  
 ful bidders at the conclusion of the public  
 auction. The successful bidder shall exe-  
 cute a Memorandum of Foreclosure Sale  
 immediately after the close of bidding. If  
 the successful bidder fails to complete the  
 purchase of the Mortgaged Premises, the  
 Mortgagee may, at its option, retain the  
 deposit as liquidated damages.

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

Other terms to be announced at sale.  
 HSBC Bank USA, National Association, as Indenture Trustee of the Fieldstone Mortgage Investment Trust, Series 2005-3  
 Present holder of said mortgage,  
 by its Attorneys  
 Susan W. Cody  
 Korde & Associates, P.C.  
 321 Billerica Road, Suite 210  
 Chelmsford, MA 01824-4100  
 (978) 256-1500  
 BFB 13-011140 Balch (April 17, 2013),  
 (April 24, 2013), (May 1, 2013)  
 (UL - Apr. 17, 24; Mary 1)

### Legal Notice

**"Public Notice"**  
 Edward Jones Mortgage, LLC, with a principal place of business at 435 Ford Road, Suite 600, Saint Louis Park, MN, hereby gives notice that as of 4/12/2013 it has ceased conducting business as a New Hampshire Mortgage Banker in New Hampshire and has surrendered its license to the New Hampshire Bank Commissioner. For information about pending transactions, contact Carolyn Baker at 1 Home Campus, Des Moines, IA 50328 and 515-213-5548."  
 (UL - Apr. 17, 24)

### Legal Notice

**TOWN OF SALEM, NH**  
**Sealed Bid #2013-006**  
**Furnishing & Installation of Emergency Back-up Generator**  
**Nirvana Booster Station**  
 Sealed Bids will be received at the office of Julie Adams, Purchasing Agent, 33 Geremonty Drive, Salem, New Hampshire 03079, until May 17th, 2013 @ 11:00am EST. To download a copy of Sealed Bid #2013-006, please visit our website at [www.townofsaalem.org](http://www.townofsaalem.org).  
 (UL - Apr. 17)

Mortgagee may, at its option, retain the deposit as liquidated damages. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction. Other terms may be announced at sale.

**Reservations of Rights:** The Mortgagee reserves the right to (i) cancel or continue the public auction to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) bid upon and purchase the Mortgaged Premises at the public auction without producing any deposit; (iii) reject any and all bids for the Mortgaged Premises in Mortgagee's sole discretion; (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale, and such change(s) or amendment(s) shall be binding on all bidders; and/or (v) convey the Mortgaged Premises to the next highest bidder should any successful bidder default.

Further information concerning this sale may be obtained from the auctioneers, James R. St. Jean Auctioneers, Inc., 45 Exeter Road, P.O. Box 400, Epping, New Hampshire 03042, whose telephone number is (603) 734-4348. The Mortgaged Premises may be open for inspection prior to the date of sale upon prior reservation with the Mortgagee.

Dated this 4th day of April, 2013.  
**FRANKLIN SAVINGS BANK**  
 By its Attorneys,  
 CLEVELAND, WATERS AND BASS, P.A.  
 By: Timothy E. Britain, Esquire  
 Two Capital Plaza  
 P.O. Box 1137  
 Concord NH 03302-1137  
 (603) 224-7761  
 (UL - Apr. 17, 24; May 1)

### Legal Notice

**REQUEST FOR PROPOSAL CONSULTANT**  
**Investigator/Educator Services**  
 The NH Dept. of Education is seeking an individual to provide investigative services regarding complaints of educator misconduct. Go to the Dept. website at <http://education.nh.gov> for Request for Proposals. Deadline for receipt of proposals is April 28, 2013.  
 (UL-April 15, 16, 17)

### Legal Notice

The State of New Hampshire, Department of Administrative Services, is seeking bids from qualified vendors for the procurement of insurance coverage for the state-owned fleet and for the administration of the safe driving program. Specifications may be obtained at <http://www.admin.state.nh.us/purchasing>. RFB 2013-159. To qualify, bids must be submitted to the Bureau of Purchase and Property no later than 2:00 p.m. on May 22, 2013.

Tammy Nelson  
 Administrative Services  
 (UL-April 15, 16, 17)

### Legal Notice

**TOWN OF SALEM, NH**  
**Sealed Bid #2013-004**  
**Roof Replacement**  
**Salem Water Treatment Plant**  
 Sealed Bids will be received at the office of Julie Adams, Purchasing Agent, 33 Geremonty Drive, Salem, New Hampshire 03079, until May 15th, 2013 @ 11:00am EST. To download a copy of Sealed Bid #2013-004, please visit our website at [www.townofsaalem.org](http://www.townofsaalem.org).  
 (UL - Apr. 17)

... so sold subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims in the nature of liens, outstanding tax titles, building zoning and other land use laws and all permits and approvals issued pursuant thereto, and existing encumbrances of record created prior to said Mortgage, if there be any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be. The successful bidder shall be required to sign a Memorandum of Terms of Sale. Other terms, if any, to be announced at the time and place of sale. The description of said premises contained in said Mortgage shall control in the event of error in publication.

The Mortgagee may amend or alter the terms of sale by oral or written notice before or at the auction sale. The Mortgagee may reject and accept bids at its discretion. The auction sale may be canceled or continued to another date or time on notice by the Mortgagee.

You are hereby notified that you have the right to petition the superior court for the county in which the mortgaged premises are situated, with service upon the mortgagee, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

For purposes of the immediately foregoing paragraph, service upon the mortgagee shall mean service upon such holder, CitiMortgage, Inc.  
 Dated at Natick, Massachusetts this 21st day of March, 2013.

**CITIMORTGAGE, INC.**  
 Present Holder of Said Mortgage,  
 By its Attorneys,  
 CUNNINGHAM, MACHANIC, CETLIN,  
 JOHNSON, HARNEY & TENNEY, LLP  
 By: Dana A. Cetlin  
 CUNNINGHAM, MACHANIC, CETLIN,  
 JOHNSON, HARNEY & TENNEY, LLP  
 220 North Main Street, Suite 301  
 Natick, MA 01760  
 (508) 651-7524  
 Doc #336460  
 (UL - Apr. 3, 10, 17)

### Legal Notice

**PUBLIC NOTICE**  
**INVITATION TO BID**  
 The State of New Hampshire is soliciting bids for the SALE of a Monark 26 ft Utility Tow Boat. Specifications and bid forms may be obtained at [http://admin.state.nh.us/purchasing/bids\\_posteddate.asp](http://admin.state.nh.us/purchasing/bids_posteddate.asp). Bid #2013-160 or at the Bureau of Purchasing, 25 Capitol Street, Room 102, Concord, NH. All bids must be submitted to the Bureau of Purchasing no later than 1:30 P.M. on Monday, April 29, 2013.  
 Robert D. Stowell, Administrator  
 Administrative Services  
 (UL - Apr. 15, 16, 17)

### Legal Notice

**REQUEST FOR PROPOSAL**  
 The Manchester School District is accepting proposals for:  
**Auditing Services**  
 Proposals are to be received by Wednesday, May 1, 2013 at 1:00 PM at the Manchester School District, 195 McGregor Street, Suite 201, Manchester, NH 03102.  
 A copy of the RFP can be accessed at the main Manchester School District web page <http://www.mansad.org> "For Vendors-RFPs".  
 Printed forms may be obtained at the Administration Office or by calling Tammy Hanna at 603-624-6300 Ext. 150.  
 (UL-April 17)

State 59720