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

VICKI V. QUIRAM
Commissioner
(603)-271-3201

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

February 16, 2016

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

REQUESTED ACTION

Authorize the Department of Administrative Services, on behalf of the NH Deferred Compensation Commission, to enter into a five (5) year contract with NFP Retirement, Inc., Aliso Viejo, CA (VC#271268), in an amount not to exceed \$240,000, for independent investment consulting services to the State of New Hampshire Public Employees Deferred Compensation Plan. The contract shall be effective upon Governor and Council approval or April 1, 2016, whichever is later and end on March 31, 2021. **100% Agency Income.**

Funding is available in the following Deferred Compensation account contingent upon availability and continued appropriations, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

01-14-14-14-140010-13070000-206-509206 Deferred Compensation, Financial Advisors

<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
\$12,000	\$48,000	\$48,000	\$48,000	\$48,000	\$36,000	
				Total Contract	\$240,000	

EXPLANATION

Since 2005, the Deferred Compensation Commission has retained an independent investment advisor to assist in its' fiduciary responsibility to plan participants. The advisor meets quarterly with the Commission to review the performance of the plan's investment options. NFP Retirement, Inc. will act as a fiduciary to the Plan and provide guidance relative to investment options, plan design, plan communications, and Commission education.

An RFP (#2016-183) was issued on October 26, 2015, to 16 firms known to have successful experience with other government 457(b) plans and posted the same day to the state procurement website and the National Association of Government Defined Contribution Administrators (NAGDCA)

website. The Commission received (5) five proposals by the November 4, 2015 deadline that met the minimum qualifications stated in the RFP.

A (4) four-member subcommittee of Commission members, consisting of; David Sky, Insurance Department; Craig Moul, Department of Information Technology; Peter Croteau, Judicial Branch; and Jeffrey Strakalaitis, Legislative Services, reviewed and scored the proposals.

The subcommittee was assisted by Commission Executive Director Craig Downing and DAS Purchasing Administrator Robert Stowell in drafting the RFP and scoring/selection of the proposals. The subcommittee met a total of three (3) times to review and score the proposals. The review team individually scored the five (5) proposals, using the evaluation criteria established and published in the RFP. Based on the evaluation criteria, three (3) proposers were invited to finals presentations. After the presentations, NFP Retirement, Inc. ranked the highest scoring proposal. Additionally, they were also the low priced bidder of the five (5) proposals scored. Scoring sheets, bid tab, and additional information are contained in Attachment A.

NFP Retirement, Inc. offered additional personnel to attend each of the Commission's regular meetings and a higher level of plan/participant communication resources to the Plan. Key individuals in the firm have long term experience with large 457b plans and will be able to provide the Commission with the information and advice it will require as the NH Plan moves forward.

Based on the foregoing, the Commission requests approval of the contract with NFP Retirement, Inc. for a (5) year contract by the Governor and Executive Council.

The contract has been approved by the Office of the Attorney General as to form, execution, and content.

Respectfully submitted,



Vicki V. Quiram
Commissioner

Attachment A

Procurement Process

The procurement process for this contract was conducted in accordance with State of NH / Department of Administrative Services procurement guidelines. A Request for Proposals (RFP #2016-183) was released on October 26, 2015, to 16 firms known to have successful experience with other government 457(b) plans and posted the same day to the state procurement website and the National Association of Government Defined Contribution Administrators (NAGDCA) website. The Commission received (5) five proposals by the November 4, 2015, deadline that met the minimum qualifications stated in the RFP. The following five (5) firms responded:

- Bogdahn Group
- Cammack Retirement
- Mercer
- NFP Retirement
- Segal Rogerscasey

The proposals were reviewed by DAS Purchasing and the Commission's Executive Director with regards to the proposals meeting the minimum qualifications and submission guidelines. A subcommittee of the NH Deferred Compensation Commission served as the evaluation team and was authorized by a vote of the full Commission, to review and score the proposals, identify the highest scoring proposer and proceed with contract discussions by the Executive Director and DAS purchasing through submission of the proposed contract to the Governor and Executive Council.

The Evaluation Team

Craig Moul

Current Position: Systems Development Specialist, DoIT - (Liquor)

Background: Mr. Moul has been a member of the Commission for three years as a Governor and Council appointee, in the public employee at large position and a state employee for sixteen years, first supporting the Department of Administrative Services and currently with Department of Information Technology supporting the Liquor Commission.

David Sky

Current Position: Life, Accident and Health Actuary, NH Insurance Department.

Background: Mr. Sky has been a member of the Commission for 15 years. He has been a state employee for more than 20 years. Mr. Sky is the Insurance Commissioner's designee.

Jeffrey D. Strakalaitis

Current Position: Senior Drafting Attorney, Office of Legislative Services

Background: Mr. Strakalaitis has been a drafting attorney with the office of legislative services since January 1996. He was appointed as the legislative branch member of the deferred compensation commission in February 2013.

Peter Croteau

Current Position: Chief Technology Officer

Background: Mr. Croteau has been the Chief Technology Officer for the Administrative Office of the Courts since 2008. He was appointed to the newly created position of judicial branch member of the deferred compensation commission in July 2015.

V. EVALUATION CRITERIA

The factors used by the subcommittee in evaluating the proposals included, but were not limited to, the following:

1. Experience (quantity, quality, and timeliness) of the firm and its staff with providing investment consulting services to other states or public entities with similar 457 deferred compensation, defined contribution, 401(k) or similarly operated plans. (20%)
2. Qualifications of staff to be assigned to the Commission. Particular attention will be paid to relevant experience with public entities. (20%)
3. Quality and conciseness of proposals. (10%)
4. Oral Presentations. (10%) (If required)
5. Costs. (40%)

On December 9 and 18, 2015, the subcommittee met in non-public sessions to review and discuss the RFP proposals. Mr. Craig Downing, Executive Director of the Commission and Mr. Robert Stowell, DAS Purchasing Administrator assisted the subcommittee in its review.

On December 18, 2015, each member of the evaluation team entered their individual scores for each category, under 1. Experience, 2. Qualifications, and 3. Quality for each of the 5 proposals. Mr. Stowell tabulated the scores. After the scores had been locked, the pricing information was added to the matrix and the final subtotals were then calculated. The results are contained in the December 18, 2015, scoring matrix. Based on the subtotals, the three (3) highest scoring proposers were invited to finalist presentations. The RFP stated that the Commission could select up to five (5) firms for presentations. Finals presentations were scheduled for January 12, 2016.

Based on the initial scoring, three (3) finalists were identified:

- | | |
|-------------------|-------|
| 1. NFP Retirement | 73.75 |
| 2. Segal RC | 73.25 |
| 3. Bogdahn Group | 71.00 |

On January 12, 2016, the subcommittee met in a half-day session to consider the finalist presentations. Presentation order was determined by a random draw; all presenters were given 35 minutes to present, with an additional 10 minutes for questions from the subcommittee, for a total time of 45 minutes.

The firms presented in the following order:

Segal Rogerscasey
Bogdahn Group
NFP Retirement

The presentations were scored immediately after the presentations, with the following results:

- | | |
|-------------------|-------|
| 1. NFP Retirement | 80.75 |
| 2. Segal RC | 80.25 |
| 3. Bogdahn Group | 79.75 |

The subcommittee authorized Mr. Stowell and Mr. Downing to notify NFP Retirement Inc., highest scoring proposer and begin contract discussions.

The December 18, 2015, master scoring sheet and January 12, 2016, finalist master scoring sheet are on Page 4 of this Attachment.

SCORING GRID RFP 2016-183

	20% EXP	20% QA/STAFF	10% QA/CON	10% ORAL	40% PRICE	
OUTSTANDING	17-20	17-20	9-10	9-10		
EXCELLENT	13-16	13-16	7-8	7-8		
GOOD	9-12	9-12	5-6	5-6		
FAIR	5-8	5-8	3-4	3-4		
POOR	1-4	1-4	1-2	1-2		

40% PRICING
 20% QUALIFICATIONS OF STAFF ASSIGNED
 20% EXPERIENCE
 10% QUALITY AND CONCISENESS
 10% ORAL PRESENTATIONS (IF REQUIRED)

Proposal Scores December 18, 2015

	Score 1	Score 2	Score 3	Score 4	Average	Price%	Total
Bogdahn	35	32	24	41	33	38	71
Cammack	34	20	20	32	26.5	35	61.5
Mercer	40	28	38	39	36.25	26	62.25
NFP	40	26	28	41	33.75	40	73.75
Segal	46	37	34	44	40.25	33	73.25

Finals Presentation Scores - January 12, 2016

	Score 1	Score 2	Score 3	Score 4	Average	Proposals	Total
Bogdahn	9	8	10	8	8.75	71	79.75
Segal	9	6	6	7	7	73.25	80.25
NFP	8	5	7	8	7	73.75	80.75

Subject: NH 457b Plan Investment Advisory and Consulting Services # 2016-183

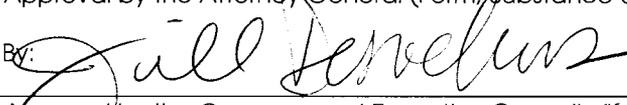
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Administrative Services - NH Deferred Compensation Commission		1.2 State Agency Address 25 Capitol Street, Room 215C, Concord, NH 03301	
1.3 Contractor Name NFP Retirement, Inc.		1.4 Contractor Address 120 Vantis, Suite 400, Aliso Viejo, CA 92656	
1.5 Contractor Phone Number 949-460-9898	1.6 Account Number 271268	1.7 Completion Date March 31, 2021	1.8 Price Limitation \$240,000.00
1.9 Contracting Officer for State Agency Craig A. Downing		1.10 State Agency Telephone Number 603-271-7886	
1.11 Contractor Signature 		1.11 Name and Title of Contractor Signatory Jami Chapman, Chief Operating Officer	
1.13 Acknowledgement: State of _____, County of _____ On _____, 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 _____			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/23/14			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

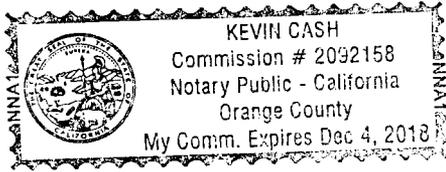
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On February 17th 2016 before me, Kevin Cash (Notary Public)
Date Here Insert Name and Title of the Officer
personally appeared Jami A. Chapman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A
SCOPE OF SERVICE**

1. INTRODUCTION

The Contractor, (NFP Retirement Inc.) and the State approved subcontractor, hereby agree to provide investment consulting and advisory services to the New Hampshire Deferred Compensation Commission (the "Commission") in its role as administrator of the State of New Hampshire Public Employees Deferred Compensation Plan (the "Plan"), in accordance with the specifications of RFP 2016-183 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFP # 2016-183 and Contractor Proposal

3. TERM OF CONTRACT

The initial term of the contract shall be for a five (5) year term commencing April 1, 2016, or upon Governor and Executive Council approval, whichever is later, and shall expire five (5) years thereafter on March 31, 2021. The NH Deferred Compensation Commission has the option to extend the contract one (1) year thereafter under the same terms, conditions and pricing structure upon mutual agreement between the Contractor, any State approved subcontractor and the Commission with the approval of the Governor and Executive Council. The maximum term of the contract, (including the extension) cannot exceed six (6) years.

Notwithstanding the above, the resulting contract is subject to an annual review by the NH Deferred Compensation Commission. If the Commission finds deficiencies with the services provided; which shall be solely determined by the Commission, the contract may be terminated at the end of any contract year with 90 days written notice to the consultant.

Such deficiencies shall include, but are not limited to a change in the corporate relationship between the Contractor, and the State approved subcontractor. Such a change in the relationship shall include a change in the principals, or senior staff of the State approved subcontractor and/or a significant loss of public 457 client plans. Notwithstanding the previous paragraph, the Commission has the ability to give such notice at any time during the contract period and is not limited to the time of the annual review.

4. SCOPE OF SERVICES

The Contractor shall provide the following services:

Investment Performance Monitoring

The Contractor shall conduct and provide in writing, quarterly fund performance reviews that, at a minimum, include:

- Provide a general overview of the current market conditions and performance, including stocks, bonds, international markets, and industry sectors.
- Review the Plan's portfolio of funds, including investment style, plan expenses, and risk/reward profiles.
- Conduct a comparison of Plan investment options in each asset category to appropriate benchmarks.
- Provide historical performance returns, major holdings, sector weightings, manager information, and portfolio statistics (ratings, asset size, etc.) of the funds. (Fund ratings can be done by proprietary ranking or third party public source)
- Monitor and report on manager and/or fund investment strategy change.
- Monitor Custom Stable Value Fund product, the book to market differential, review and advise on underlying investments and current and future risks, as they relate to the NH SFV IPS.

Investment Option Selection

Provide ongoing assistance with investment options, including, but not limited to:

- Assisting with adding and/or eliminating investment options by reviewing funds in accordance with the Commission IPS and GWLA / Empower Retirement contract. Conduct a fund search and make recommendations for a replacement option in such cases.
- Evaluate and provide a recommendation, as requested, in regard to new fund category offerings, such as guaranteed income products, sector funds, and lifestyle funds
- Assisting the Commission in evaluating and if needed, recommending changes in the portfolio of the NH Custom Stable Value Fund, through changes to the SVF IPS
- Review and recommend changes, if needed, with SDB window option contained in the Plan.
- Informing the Commission of industry and plan sponsor trends, as well as new investment products or methods of offering investment products.
- Monitor revenue sharing and investment fees and make recommendations, including wrap fees, to ensure that plan revenue is sufficient to cover plan expenses and GWLA revenue requirement.

Investment Policy Statement (IPS)

Assist with maintaining the Plan's Investment Policy Statement, including, but not limited to:

- Providing ongoing review and advice to avoid administrative, legal and regulatory complications.
- Assisting the Commission with the application of the IPS to decision making.
- Review and assist the Commission in updating the current Plan IPS
- Review, monitor and recommend changes as needed in the current Custom Stable Value IPS

Education and Training

Provide comprehensive expert guidance to the Commission to assist in their oversight of the Plan, including, but not limited to:

- Attending regular Commission meetings and special meetings as requested.
- Advising the Commission of key trends and recent developments in fiduciary responsibility, plan administration, plan design, and committee oversight structures.
- Provide on-site general education and fiduciary liability training for the Commission in a once a year Education Day. Full day session; 8:00 am to 4:30 pm. Commission education shall include the "457 University" program, but also special topics as requested by the Commission.
- Identify and recommend other education resources, including off-site educational opportunities for the Commission
- Assist the Commission in the annual evaluation of the Plan provider goals including the participant education program to meet the goals (increased participation, increased deferrals, retirement readiness, etc...) as outlined by the Commission.

Communication

Assist the Commission with the following participant level communications, including, but not limited to:

- Provide assistance in drafting the Commission explanation to participants in the custom fund change letters issued to all participants before a fund change takes place.
- Providing advice and assistance in developing and evaluating participant communication strategy, as to the anticipated Plan change to fee levelization and transparent fees to participants, and other Plan design changes including, but not limited to mailers, email, social network opportunities, more effective use of the Plan website (www.nhdcp.com).

Contract Review

Provide contract review assistance in compliance with the State of NH procurement policies, including but not limited to:

- Providing assistance to the Commission in the development/review of proposed contracts with Great-West Life & Annuity Company / Empower Retirement, if the Commission seeks to extend the contract beyond December 31, 2020, with a two (2) year renewal of the contract, subject to favorable negotiations and approval by the NH Governor and Council. The consultant will assist the Commission in those negotiations. The consultant must be capable of drafting, reviewing and providing advice regarding amendments or extensions to this and other existing contracts.

Miscellaneous

- Assist the Commission in the keeping the Plan Document updated to meet regulatory requirements
- Recommend and advise the Commission on updates to the enabling statute NH RSA101-B of the State 457 Plan.

- Respond to informational requests from the Commission, Executive Director or Plan Administrator/Record keeper in a timely manner.
- The Contractor and the State approved subcontractor agree to appear and present at the 2016 annual Commission Education day at a date other than in November 2016, that is not adjacent to a regular Commission meeting.
- The Contractor will have two (Lead and Co-Lead) consultants and a CFA present at the regular meetings of the Commission unless prior arrangements have been made for remote participation.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor ninety (90) days advance written notice.

6. INSURANCE

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

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The maximum price of the five (5) year contract is not to exceed \$240,000.00; \$48,000.00 per year. The State of New Hampshire shall pay the Contractor (NFP Retirement Inc.), for services rendered at the end of each quarter and within 30 days of the receipt of a properly documented invoice. The quarterly invoice shall be in the amount of \$12,000.00.

2. INVOICE

Contractor shall be paid within 30 days after receipt of a properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the following address:

State of NH Deferred Compensation Commission
25 Capitol Street - Room 215C
Concord, NH 03301
Attention: Craig Downing, Executive Director
craig.downing@nh.gov

3. PAYMENT

Payments shall be made via ACH. The State and the Contractor will establish the ACH procedure, after the contract is approved by the Governor and Executive Council.

**EXHIBIT C
SPECIAL PROVISIONS**

Amend the P-37 Section 14 **INSURANCE** by adding the following:

“Paragraph 14.1.3 The Contractor shall purchase and maintain for the life of the AGREEMENT professional liability insurance (errors and omissions) providing protection to the STATE for the CONTRACTOR’S acts and omissions committed. Such professional liability insurance shall be in the amount of \$10,000,000 in the aggregate. The Contractor shall furnish the STATE with certificates showing that this insurance has been purchased.”

There are no other special provisions of this contract.

EXHIBIT D

This exhibit incorporates the following:

STATE OF NEW HAMPSHIRE RFP 2016-183, published October 26, 2015

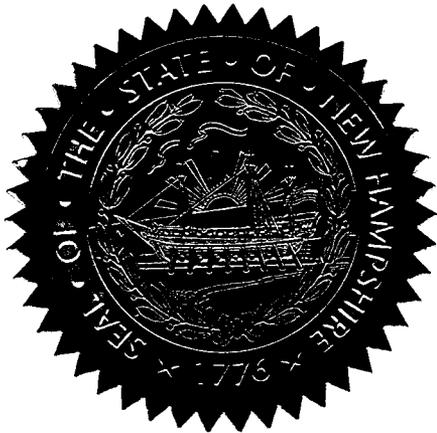
and

NFP Retirement Inc. and subcontractor SST Benefits Consulting, proposal response to the above RFP, dated December 4, 2015, and finalist presentation of January 12, 2016

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 NFP RETIREMENT, INC., a(n) California corporation, is authorized to transact business in New Hampshire and qualified on February 2, 2016. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of February, A.D. 2016

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

William M. Gardner
Secretary of State

NFP RETIREMENT, INC.
INCUMBENCY CERTIFICATE

The undersigned certifies that he is the Secretary of NFP Retirement, Inc., a California Corporation, (the "Company"), and as such is authorized to execute this Certificate, and further certifies that the following person has been elected or appointed, is qualified, and is now acting as an officer of the Company in the capacity or capacities indicated below, and that the signature set forth opposite her name is her true and genuine signature.

The undersigned further certifies that the person listed below is authorized individually to sign agreements and give instructions with regard to any matters pertaining to the execution of agreements and other instruments and other legal documents necessary for, and in connection with, the Company providing consulting services to the State of New Hampshire:

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
Jami Chapman	Chief Operating Officer, Treasurer and Asst. Secretary	

IN WITNESS WHEREOF, I have hereunto set my hand this 17 day of February, 2016.


Name: Vince Giovinazzo
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/18/2016

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

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

PRODUCER NFP Property & Casualty Services, Inc. 707 Westchester Ave, Suite 201 White Plains NY 10604	CONTACT NAME: PHONE (A/C, No, Ext): 914-683-3990		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED NFP Holdings, LLC and all its subsidiaries 340 Madison Avenue, 20th Floor New York NY 10173	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : OneBeacon Insurance Group		622
	INSURER B : Hartford Insurance Group		19682
	INSURER C :		
	INSURER D :		
	INSURER E :		

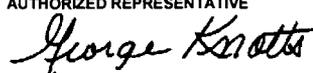
COVERAGES **CERTIFICATE NUMBER:** 1746092287 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			712-00-79-06-0008	1/1/2016	1/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	16WBG13427	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

*Subject to policy terms and conditions.
Coverage extends to NFP Retirement, Inc., a subsidiary of the insured, located at 120 Vantis, Suite 400, Aliso Viejo, CA 92656.

CERTIFICATE HOLDER State of NH Deferred Compensation Commission Craig Downing, Executive Director 25 Capitol Street - Room 215c Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2015

PRODUCER Phone: 949-460-9898 Fax: 949-460-9893
 NFP Property & Casualty Services, Inc
 707 Westchester Ave, Suite 201
 White Plains, NY 10604

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

INSURED
 NFP Advisor Services, LLC
 1250 Capital of Texas Highway S.
 Building 2, Suite 125
 Austin TX, 78746

INSURERS AFFORDING COVERAGE NAIC #

INSURERA Chartist Specialty Insurance Company 36883
 INSURERB Everest National Ins.-Scottsdale Ins 10129
 INSURERC
 INSURERD
 INSURERE

COVERAGES

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

MSR ADD'LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS MADE OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$
	POLICY PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- OTH-
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE POLICY LIMIT \$
A	OTHER	011183844	4/1/2015	4/1/2016	Each Loss \$5,000
B	Registered Representatives Error & Omissions	FL5E000087-151-- XLS0098522 TX-			Aggregate For All Losses \$5,000
					Retention \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 * Subject to policy terms and conditions. Evidence of Coverage Only. Coverage extends to agent and agency listed in certificate holder box.

CERTIFICATE HOLDER

NFP RETIREMENT
 Nicholas Della Vedova
 C/O Corporate Risk Management
 P. O. Box 419226
 Kansas City MO 64141-6226

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL EDNEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]