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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

August 8, 2016

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 FIAI, Inc. dba Cross Insurance, 1100 Elm Street, Manchester, NH 03101 (VC# 169834) in an amount not to exceed \$2,310,000 for the purchase of fleet insurance coverage for state-owned vehicles and safe driving program administration upon Governor and Council approval for the period effective November 1, 2016 through October 31, 2019. **100% Agency Funds.**

2) Further authorize this contract to include a contingency in the amount of \$115,500, 5% of the premium, available to cover additional premium due to increases in owned or leased fleet vehicle coverage over the three year term, bringing the total amount of the contract not to exceed \$2,425,500. **100% Agency Funds.**

Funding is available in FY2017 for each agency and is anticipated to be available upon the continued appropriation of funds in FY18 and FY19 operating budgets with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>Totals</u>
Premium	\$ 770,000	\$ 770,000	\$ 770,000	\$ 2,310,000
Contingency	\$ 38,500	\$ 38,500	\$ 38,500	\$ 115,500
Total	\$ 808,500	\$ 808,500	\$ 808,500	\$ 2,425,500

EXPLANATION

The procurement of commercial fleet insurance is required by RSA 21-I:7-c and the safe driving program is required by Executive Order 89-2 and Adm 704.02. 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 fleet policy provides first dollar (no deductible) liability coverage and uninsured/underinsured motorist coverage for the state-owned fleet of approximately 3,980 vehicles. The policy also affords physical damage coverage for approximately 111 vehicles and inland marine coverage for 11 pieces specialty equipment. Additionally, this contract provides claims administration services that includes claims handling, claim reviews, subrogation services, customer service, loss control services and administration of the safe driving program.

The Risk Management Unit issued Request for Bid ("RFB") 2016-184 on May 2, 2016 seeking fleet insurance coverage for state-owned vehicles and safe driving program administration. The State received two bids in response to RFB 2016-184. The incumbent Rowley Agency submitted a bid offering coverage through Acadia Insurance Company (Acadia). The second bid was from FIAI, Inc. dba Cross Insurance (Cross) and offered coverage through Chubb Insurance/Federal Insurance Co. (Chubb).

The bid received from Cross quoted annual premium of \$770,000 for general liability, physical damage, inland marine coverage and safe driving program administration. Cross offered composite rates for liability coverage and uninsured/underinsured motorist coverage under four categories of vehicles as follows: \$254.69 for passenger car/light truck, \$394.87 for medium/heavy duty truck, \$543.10 for extra heavy truck, and \$35.04 for specialty vehicles. The bid from Cross represents a slight decrease in overall premium from the expiring policy offered by Acadia. The liability and uninsured motorist composite rates and other premium rates are guaranteed for the three year term. The bid received from Rowley quoted an annual premium of \$910,661.54.

Premium will be allocated based on the number of fleet vehicles reported at the beginning of each policy term by State agencies that have appropriated funds for fleet insurance. The estimated annual premium of \$770,000 is based on the number of state-owned fleet vehicles (3980) reported during the RFB process. This contract includes a contingency of \$115,500, 5% of the estimated premium, which is available to cover additional premium due to increases in owned or leased fleet vehicles over the three year term.

We respectfully request your approval.

Respectfully submitted,


Vicki V. Quiram
for Commissioner

STATE OF NEW HAMPSHIRE
Risk Management Unit
Bid # 2016-184
DATE: June 27, 2016 2:00 PM

**Fleet Insurance Coverage for State-Owned Vehicles
and Safe Driving Program Administration**

VENDOR	TOTAL 3 YEAR PREMIUM*
Cross Insurance	\$2,310,000.00
The Rowley Agency	\$2,731,984.62

*3 year premium for Category 1, which included Liability Coverage: Bodily Injury per person: \$250,000 / Bodily Injury per accident \$500,000 / Property Damage per accident \$100,000.

**No bids were received for Category 2.

Subject: Fleet Insurance Coverage and Safe Driving Program Administration

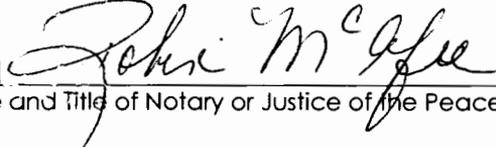
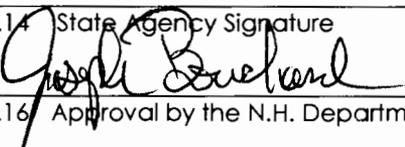
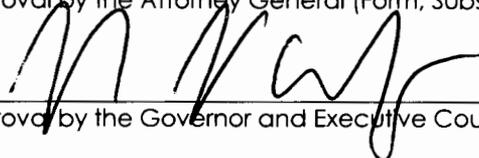
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name FIAI, Inc., dba Cross Insurance VC# 169834		1.4 Contractor Address 1100 Elm Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-669-3218	1.6 Account Number See Exhibit B	1.7 Completion Date October 31, 2019	1.8 Price Limitation Total Price: \$2,425,500.00 Contract Price: \$2,310,000 Contingency Amount: \$115,500
1.9 Contracting Officer for State Agency Catherine A. Keane		1.10 State Agency Telephone Number 603 271-2059	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brian Parsons, Account Manager	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8/3/16</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] 		ROBIN MCAFEE Notary Public - New Hampshire My Commission Expires March 13, 2020	
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. Quinn, Commissioner <u>JOSEPH BOUCHARD, Assistant Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/26/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

Contractor Initials BP
Date 8/3/10

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

FIAI, Inc., dba Cross Insurance (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with fleet insurance coverage for state-owned vehicles and safe driving program administration in accordance with its bid submission in response to Request for Bid (RFB) # 2016-184 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

3. TERM OF CONTRACT

This Contract shall commence upon the approval of Governor and Executive Council and shall terminate on October 31, 2019, a period of approximately three (3) years, unless extended for additional terms.

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

4. SCOPE OF WORK

A. GENERAL FLEET INSURANCE COVERAGE REQUIREMENTS

1. NAMED INSURED

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

2. COVERAGE FOR LIABILITY AND UNINSURED MOTORIST INSURANCE

Coverage is to be provided in accordance with the following State requirements:

- a. Auto Liability Insurance with the following limits:
 - Bodily Injury per person \$ 250,000
 - Bodily Injury per accident \$ 500,000
 - Property damage per accident \$ 100,000

- b. Underinsured/uninsured motorists coverage with the following limits:
 - Bodily Injury per person \$ 250,000
 - Bodily Injury per accident \$ 500,000
 - Property damage per accident \$ 100,000

- c. No deductible shall apply
- d. Coverage provisions
The Contractor shall provide insurance coverage from forms that are published by the Insurance Service Office, Inc. (ISO).

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

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

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

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

The Contractor shall provide coverage for all of the State's Fleet units (approximately 3,978). Fleet units currently include passenger vehicles, trucks, passenger vans, and specialty vehicles including motorcycles, snowmobiles, all-terrain vehicles (ATV's), golf carts, trailers, and mobile equipment. This contract excludes state-owned motorcycles utilized in the Motorcycle Riding Program.

3. COVERAGE FOR PHYSICAL DAMAGE ON SCHEDULED VEHICLES

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

4. COVERAGE FOR INLAND MARINE ON SCHEDULED ITEMS

Inland marine coverage is required for scheduled equipment on specialty vehicles.

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

Coinsurance: 90%

Valuation: Actual cash value

B. CLAIMS ADMINISTRATION

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

Specific Claims to be serviced:

The Contractor shall administer all fleet claims beginning on November 1, 2016 for the contract term (up to October 31, 2019) until the claims are fully resolved. Upon contract expiration, the State may elect to transfer responsibility for servicing these claims. The State currently plans for

the Contractor 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.

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

Claim Administration Services shall include the following:

- 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

1. Program Implementation

The Contractor shall conduct two to four on-site implementation meetings for agency contacts within 30 days of the contract inception date of November 1, 2016. The Contractor will provide oral and written instruction on auto identification cards and accident report forms, reporting claims, loss prevention services, subrogation and customer service.

Claim forms and accident reporting instructions shall be distributed to state agencies no later than two weeks prior to policy implementation on November 1, 2016.

2. Automobile Identification Cards

The Contractor shall issue automobile identification cards directly to State agencies no later than ten (10) business days prior to the November 1 policy inception and November 1 renewals; i.e. if the policy begins on November 1, 2016, the Auto ID cards shall be received by State agencies no later than October 18, 2016.

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

3. Certificates of Insurance

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

4. Claim Recording & Assignment

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

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

- 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 contacts will be documented in the Contractor's computerized claims system file.

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

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

5. Payment Control

All claim payments shall be made by the Contractor in accordance with New Hampshire statutory provisions and regulations. See *Ins 1002* of the State of New Hampshire, Department of Insurance administrative rules. Payment detail shall identify the claim file, employee name, claimant name, date of injury, type payment, amount, and state agency name and location code.

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

The Contractor shall obtain authority from the Risk Manager for any proposed settlement of twenty-five thousand dollars (\$25,000) or greater and, as necessary, coordinate with the Department of Justice on negotiated settlements and litigation.

6. Claim Reserving

The Contractor shall establish and maintain timely and adequate reserves. Initial reserves shall be established for fleet liability claims not later than ninety (90) working days from receipt of the notice of a claim.

The Contractor 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.

Reserves shall be adequately funded by the Contractor 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 Contractor.

7. Hearings and Settlements

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

- 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. The Contractor shall notify the agency employer of all hearing and appeal outcomes and provide an explanation of any fiscal impact which results from such decision.

8. Claim Reviews

The Contractor shall conduct four claim reviews per year, one each calendar quarter, with the State's Risk Manager, Loss Control Consultant, state agency fleet representatives (if warranted), insurance company account manager, insurance company claims or loss control manager or claims adjuster(s) and insurance agent account manager or designee. At a minimum, open claims with total incurred reserves twenty-five thousand dollars (\$25,000) and over are reviewed as well as claims in litigation and claims specifically requested by the State.

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

9. Contractor's Personnel

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

The Contractor shall assign experienced claims and subrogation personnel to the State account that have adequate caseloads, resources and time to service the account. Per Ins 1002.11, the Contractor shall set up a toll free telephone claim reporting line. Reporting on-line and via facsimile is also acceptable as a backup to the telephone claims reporting. The claims and subrogation personnel shall have a telephone number, email account and access

to a fax machine to handle claim issues and inquiries from state personnel. Adjusters shall meet all claims settlement time limits per *Ins* 1002.05 of the State of New Hampshire, Department of Insurance administrative rules.

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

10. Subrogation Services

The Contractor shall provide all subrogation services required under *Ins* 1002 of the State of New Hampshire, Department of Insurance administrative rules.

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

C. LOSS CONTROL SERVICES

The Contractor shall provide the following loss control services:

- Training for state employees on fleet topics shall be conducted a minimum of four (4) times each policy year. Topics must be approved by RMU and may include, but are not limited to: CDL topics; Commercial Motor Vehicle (CMV) pre-trip inspection and backing; CMV safe driving instruction; accident investigation for both passenger vehicles and commercial motor vehicles; drug and alcohol awareness for CDL drivers; driver safety awareness; newly enacted federal or state legislation impacting the fleet insurance program or CDL requirements; Manual of Uniform Traffic Control Devices (MUTCD); NH Rules of the Road; automobile insurance coverage issues.
- Attendance at a minimum of four (4) state agency meetings focused on vehicle accident investigation, fleet safety, or safety.
- Upon request, provide consultation advice and/or guidelines to state agencies and employees for fleet loss control topics including accident prevention programs, accident trends, safety seminars, safety literature, etc.

D. COMPUTER CLAIMS SYSTEM

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

1. CLAIM INPUT DATA SPECIFICATIONS

Minimum required data for every claim reported to the Contractor:

- 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

2. CLAIM REPORT SPECIFICATIONS

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

The State requires the following types of claim reports:

- 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 reports
- Summary claim reports
- Trending reports (in chart and/or spreadsheet format) by state agency and statewide
- Frequency and severity reports
- Training synopsis reports
- Claim detail report
- Claim adjuster notes
- Customized reports
- Subrogation reports

E. SAFE DRIVING PROGRAMS AND ADMINISTRATION

1. OBJECTIVE

The State requires the Contractor to include in its services the instruction and administration of a safe driving program for approximately one thousand three hundred (1,300) state employees each year. Executive Order 89-2 requires state employees operating state-owned vehicles to complete a defensive driver course and take a refresher course every three years.

The program shall be provided primarily through an online safe driving course focused on passenger vehicles and light trucks. A secondary classroom based program on passenger vehicles and light trucks is also required for agencies to utilize if the online course is not feasible.

The Contractor shall also provide on-site classroom based training on Commercial Motor Vehicles (CMV) to approximately seventy-five (75) state employees that possess CDL licenses and drive trucks for the State. The Department of Transportation operates its own CMV training program and does not participate in this program.

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

2. SAFE DRIVING INSTRUCTION FOR PASSENGER VEHICLES AND LIGHT TRUCKS

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

Topics expected to be covered, at a minimum include:

- Risks and hazards on the roadways.
- Definition of defensive driving including techniques and behaviors associated with defensive driving.
- Challenging environmental conditions such as light, weather, road (ex. work zones) and traffic (trucks, motorcycles, emergency vehicles, trains, bicycles, pedestrians, animals).
- 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.

- 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.

a. Online Instruction for Passenger Vehicles and Light Trucks

The Contractor shall provide online based training meeting required specifications to state employees with access to the internet and a computer. The Contractor may deliver online based training through a sub-contractor. The on-line program or sub-contractor can be changed throughout the contract period upon mutual agreement of the parties.

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

b. Classroom Instruction for Passenger Vehicles and Light Trucks

The Contractor shall provide classroom based training meeting required specifications to state employees without access to the internet and/or a computer. Classroom training will be conducted at state-owned facilities by state employees who have been trained to facilitate the program. Approximately 20 classroom sessions are facilitated each year.

The Contractor shall provide on-site training and instructions during the initial implementation of the program for state employees that facilitate the training. Additional training for facilitators shall be conducted by the Contractor upon request.

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

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

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

F. PERFORMANCE GUARANTEES AND PENALTIES

Performance Guarantees are criteria used by the State to measure the Contractor's adherence to the performance standards as well as contractor's success or failure to meet the standards. Performance guarantee metrics may be self-reported, but are subject to independent audit by the State. All guarantees shall be set and measured annually to evaluate the prior year's contract term. Contractor shall report performance guarantee results to the State within 45 days after November 1, 2017, November 1, 2018 and November 1, 2019.

Any penalty amount will be paid after the annual audit has been completed. Contractor will issue payment for any penalty within thirty days of audit completion.

Contractor will not be held to the performance standards identified in this performance guarantee on any case in which State of New Hampshire has not fulfilled its commitments as outlined in the specific performance guarantee provisions.

The performance guarantee will become invalid if State of New Hampshire terminates its contract with Contractor.

During the term of this Agreement, Contractor shall extend to the State the following Performance Guarantees:

1. Implementation: Successful implementation per the terms of this Contract. Penalty for non-conformance is \$5,000.
2. Loss Control Services: Complete required number of loss control trainings during each policy year. Penalty for non-conformance is \$1,000 for each training not performed timely.
3. Claims Administration Standard reports delivered timely: Standard reports shall be delivered per the terms of this Contract (e.g., quarterly and annual claim reports). Penalty for non-conformance is \$1,000 for each report not delivered timely.
4. Claims administration - Claim reviews performed timely: Claim reviews shall be performed per the terms of this Contract. Penalty for non-conformance is \$1,000 for each claim review not performed timely.
5. Safe Driving Program: The online and classroom instruction programs shall be available to state employees by November 1, 2016. Penalty for non-conformance is \$5,000.

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2016-184, as described herein, and under the terms of this Contract.

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

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

8. 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**

CONTRACT PRICE

The Contractor hereby agrees to provide fleet insurance coverage for state-owned vehicles and safe driving program administration in complete compliance with the terms and conditions specified in Exhibit A for an amount not to exceed the price limitation of \$2,425,500.00.

The total annual liability premium shall be computed by application of composite rates to the total number of fleet units by vehicle type reported to the Contractor at the inception of each policy term.* The annual liability premium includes the full cost to the State for all services required by this contract including but not limited to administration of the safe driving program.

The premium for physical damage and inland marine coverage shall be charged per scheduled unit throughout each policy term.** Scheduled units are subject to change throughout the policy term.

PRICING STRUCTURE

Premium rates shall be capped and guaranteed for the contract term.

Liability and Underinsured/Uninsured Coverage Composite Rates

Vehicle Type	Policy Year 1 ³¹ (11/1/16 - 10/31/17)	Policy Year 2 ³¹ (11/1/17 - 10/31/18)	Policy Year 3 ³¹ (11/1/18 - 10/31/19)
passenger car/light duty truck	\$254.69	\$254.69	\$254.69
med/heavy duty truck/bus/van	\$394.87	\$394.87	\$394.87
extra heavy truck	\$543.10	\$543.10	\$543.10
specialty equipment	\$35.04	\$35.04	\$35.04

Physical Damage and Inland Marine Coverage

Coverage Type	Policy Year 1 ³¹ (11/1/16 - 10/31/17)	Policy Year 2 ³¹ (11/1/17 - 10/31/18)	Policy Year 3 ³¹ (11/1/18 - 10/31/19)
Physical Damage (111 quoted in RFB 2016-184**)	\$24,679.00	\$24,679.00	\$24,679.00
Inland Marine (9 scheduled in RFB 2016-184**)	\$4,836.36	\$4,836.36	\$4,836.36

* Premium for liability coverage on leased golf carts shall be charged a pro-rated amount of the applicable composite rate for the lease period. Lease periods generally begin after the inception of each policy term.

INVOICING AND PREMIUM PAYMENTS

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

The State shall make payment to the Contractor via ACH. Use the following link to enroll with the State Treasury:

<https://www.nh.gov/treasury/>

EXHIBIT C
SPECIAL PROVISIONS

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

ARTICLE 1. INSURANCE

Form P-37, section 14 Insurance, is amended per the attached certificate of insurance from FIAI, Inc. to include the following coverage enhancements:

1. General Liability coverage with limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate
2. Automobile Insurance coverage with combined single limits of \$1,000,000 per accident
3. Excess/umbrella insurance coverage with limits of \$10,000,000 per occurrence and \$10,000,000 in the aggregate
4. Workers compensation coverage with statutory limits and Employers' Liability with limits of \$500,000 per accident and \$500,000 policy limit
5. Errors and Omissions liability insurance coverage with each loss limit of \$10,000,000 per claim

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of July, A.D. 2016

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

William M. Gardner
Secretary of State

FIAI, INC.

CERTIFICATE OF CLERK

I, Sarah S. Zmistowski, Clerk of FIAI, Inc. (the "Corporation"), do hereby certify as follows:

1. I am the duly elected Clerk of the Corporation.
2. The following is a true and correct copy of resolutions duly adopted by the board of directors of the Corporation on July 29, 2016, and such resolutions have not been rescinded, modified or amended and remain in full force and effect as of the date hereof:

RESOLVED: That Brian Parsons, Account Manager for FIAI, Inc., acting singly, is duly authorized and directed to enter into an Agreement with the State of New Hampshire Department of Administrative Services (the "Agreement") and is further authorized to execute any documents which may in his judgment be desirable or necessary in order to effect the purpose of this vote.

RESOLVED: That Brian Parsons, in his capacity as Account Manager of the Corporation, hereby is duly authorized and directed to act as the Corporation's agent for the limited purpose of executing and delivering the Agreement and all documents contemplated thereunder or otherwise authorized by these resolutions.

RESOLVED: That the Clerk of the Corporation hereby is authorized to execute and deliver one or more Certificates certifying as to the adoption of the foregoing resolutions and as to the authority of Brian Parsons to act on behalf of the Corporation for the purposes specified above.

The undersigned has executed and delivered this certificate in her capacity as Clerk of FIAI, Inc. this 1st day of August, 2016.



Sarah S. Zmistowski, Clerk

Caldon, Diane B

From: Carrie Morgan <cmorgan@crossagency.com>
Sent: Friday, August 12, 2016 2:45 PM
To: Dexter, Jason G
Cc: Caldton, Diane B; Brian Parsons
Subject: FW: Brian Parson

From: Beatrice Lachance
Sent: Friday, August 12, 2016 2:44 PM
To: Carrie Morgan
Subject: Brian Parson

Carrie,

Brian Parsons, Sr. Account Executive is still employed at Cross Insurance 1100 Elm St Manchester. He was hired July 2010.

Thanks

Bea Lachance
VP Operations
Cross Insurance
1100 Elm Street
Manchester NH 03101
603-206-9902
603-645-4331

www.crossagency.com



" Please note coverage can not be bound nor changed using this email system."

"Although this e-mail and any attachments are believed to be free of any virus or other defects, it is the responsibility of the recipient to ensure that it is virus-free and no responsibility is accepted by the sender for any loss or damage arising if such a virus or defect exists." This electronic message transmission contains information from Cross Insurance which may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please delete it and notify us by telephone 603-669-3218 or by electronic mail blachance@crossagency.com immediately.

"FIAI, Inc. dba Cross Insurance – Manchester is legally organized as a Maine business corporation, is a separate legal entity and is separately managed and independently operated as a wholly owned subsidiary of Cross Financial Corp., Bangor, ME."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2016

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 Cross Insurance P.O. Box 1388 Bangor ME 04401	CONTACT NAME: Woodrow Cross, II
	PHONE (A/C No. Ext): (207) 947-7345 FAX (A/C No.):
	E-MAIL ADDRESS: w2cross@crossagency.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Hanover Insurance Group, Inc. NAIC # 22292
	INSURER B: National Union Fire Ins Co LA 32298
	INSURER C: Maine Employers Mutual Ins Co.
	INSURER D: Westport Insurance
	INSURER E: Travelers Casualty and Surety C
	INSURER F:

COVERAGES CERTIFICATE NUMBER: **CL1671178604** REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ZBP687501712	7/21/2016	7/21/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
A	AUTOMOBILE LIABILITY			ABP472889020 ADP915322604	7/21/2016	7/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		BE7251220	7/21/2016	7/21/2017	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5101800114 3102802556	10/1/2015	10/1/2016	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> 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
D	Errors & Omission			WED4ME011022001	5/1/2016	5/1/2017	Each Loss Limit \$10,000,000
E	Crime/Fidelity			106335845	7/10/2016	7/10/2017	Limit \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Reference: FIAI, Inc. dba Cross Insurance - Manchester

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Bureau of Purchase & Property
c/o Danielle Bishop
25 Capitol Street
Room 102
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

Woodrow Cross, II/WC1