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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
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October 4, 2021

His Excellency, Governor Christopher T. Sununu
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 advisory and consulting services to the State of New Hampshire Public Employees Deferred Compensation Plan. The contract shall be effective upon Governor and Council approval or November 1, 2021, whichever is later and end on October 31, 2026. **100% Agency Income.**

Funding is available in the following Deferred Compensation account contingent upon availability and continued appropriations:

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

<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
\$32,000*	\$48,000	\$48,000	\$48,000	\$48,000	\$16,000**
Total Contract					\$240,000

*FY 2022 actual disbursements prorated to conform to the anticipated approval date by the Governor and Executive Council. **FY 2027 actual disbursements prorated to the date of contract completion if no contract extension is sought or authorized.

EXPLANATION

The New Hampshire Deferred Compensation Commission (the "Commission") has, with Governor and Executive Council approval, (Governor and Executive Council Item #81 approved March 23, 2016) contracted with NFP Retirement, Inc., an independent investment advisor firm to provide investment advisory services to the Commission on the plan investments. That contract ended on March 31, 2021.

An RFP (#2022-268) was issued on June 29, 2021 to eight firms known to have successful experience with other governmental 457(b) plans and posted the same day to the DAS procurement website and to the National Association of Government Defined Contribution Administrators (NAGDCA) website.

The Commission received (6) six proposals by the August 12, 2021 deadline that met the minimum qualifications stated in the RFP.

A (3) three-member subcommittee of Commission members, consisting of; Barry Glennon, Commission Chair, and Director, Bureau of Securities, Secretary of State; Craig Moul, Department of Information Technology, and Kevin Davis, Deputy State Treasurer scored the proposals.

The subcommittee was assisted by Commission Executive Director Craig Downing and DAS Purchasing Manager Paul Rhodes. The subcommittee met a total of three (3) times to review and score the proposals. The review team adopted consensus scoring for the six (6) proposals, using the evaluation criteria established and published in the RFP. Based on the evaluation criteria, three (3) proposers were invited to final presentations. After the oral presentations on August 31, 2021, NFP Retirement Inc. was ranked the highest scoring proposal. Additionally, they were also the low priced bidder of the six (6) proposals. Scoring sheets and additional information are contained in Attachment A.

Based on the foregoing, the Commission requests approval of the contract with NFP Retirement Inc. for a (5) five 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,



Charles M. Arlinghaus
Commissioner

Attachment A
FINAL TOTAL SCORING

The Commission received (6) six proposals by the August 12, 2021, deadline that met the minimum qualifications stated in the RFP.

V. EVALUATION CRITERIA

The factors used by the Commission subcommittee in evaluating the proposals included the following as stated in the RFP:

CATEGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	
Bidder Qualifications Bidder Company and Staff Qualifications	20
Experience in Providing Similar Service Technical approach/methodology Project Work Plan Timeline Project Team	20
Supplemental Information References Data set Quality and Conciseness of the Proposals	10
Oral Presentations (If Required)	10
PRICE PROPOSAL with the following potential maximum score;	40
TOTAL POTENTIAL TECHNICAL AND PRICE POINTS	100

On August 19, 2021, the evaluation team entered a consensus score for each category, under 1. Qualifications, 2. Experience and 3. Supplemental for each of the proposals. The scores were tabulated, with the inclusion of pricing and the final subtotals were calculated.

Company	Bidder Qualifications	Experience	Supplemental	Price	Total
NFP Retirement	18	18	9	40	85
Segal Marco Advisors	18	16	7	39.2	80.2
Sageview Advisory	16	15	8	38.4	77.4
AndCo Consulting	17	15	8	32	72
Captrust	17	16	5	23.4	61.4
Meketa Investment	15	14	6	25.6	60.6

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

On August 31, 2021, the subcommittee met in a half-day non-public session to hear and consider the finalist presentations.

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

NAME	Subtotal	Orals Presentation	Grand Total
NFP Retirement	85.0	8	93.0
Segal Marco	80.2	5	85.2
SageView Investments	77.4	7	84.4

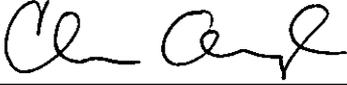
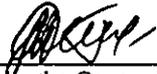
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 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 102 Vantis, Suite 400, Aliso Viejo, CA 92656	
1.5 Contractor Phone Number 949-460-9898	1.5 Account Number 01-14-14-140010-13070000- 206-509206	1.7 Completion Date October 31, 2026	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  Date: 9/29/2021		1.12 Name and Title of Contractor Signatory Jami A. Chapman, Chief Operating Officer	
1.13 State Agency Signature  Date: 10/4/21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/7/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

Contractor Initials JPC
Date 9/29/2021

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor

shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against

the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

1. Delete Section 14 INSURANCE of form P-37, and replace with 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."

2. There are no other special provisions of this contract.

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

NFP Retirement, Inc. (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 – NH Deferred Compensation Commission, with 457(b) Plan Investment Advisory and Consulting Services in accordance with the proposal submission in response to State Request for Proposal #-2022-268 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFP 2022-268

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFP # 2022-268."

3. TERM OF CONTRACT

The term of this Contract shall commence upon the approval by the Governor and Executive Council and shall continue thereafter for a period of approximately five (5) years.

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

The maximum term of the Contract (including all extensions) shall not exceed seven (7) years.

4. SCOPE OF WORK

Investment Performance Monitoring

Conduct quarterly fund performance reviews that include at a minimum:

- 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 changes.
- 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 funds or category offerings, such as index funds, sector funds, lifestyle funds, target dates funds and collective investment trusts (CIT).
- 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 administrative fees and collection. Recommend any changes to 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 IPS, including, but not limited to:

- Providing ongoing review and advice to avoid administrative, legal and regulatory complications.
- Assisting the Commission with 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 expert comprehensive 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 in person.
- 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 an annual Education Day. Full day session; 8:00 am to 4:30 pm.
- Identify and recommend other education resources, including off-site educational opportunities for the Commission. The Commission is a member of NAGDCA.

- Assist the Commission in 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, including, but not limited to mailers, email, social network opportunities, and more effective use of the Plan website (www.nhdcp.com).

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 of the State 457(b) Plan.
- Respond to informational requests from the Commission, Executive Director or Plan Administrator/Record keeper in a timely manner.

Additional Terms

The Contractor Lead Advisor(s) and Key Account Staff

The Contractor's Lead Advisor(s)

Contractor shall assign a Lead Advisor or Co-Lead Advisors who will be responsible for all Contract authorization and administration, including but not limited to direct interaction with the Commission and Executive Director concerning the entire Scope of Services as listed in this contract and their proposal.

Contractor's Co-Lead Advisors are:

William Tugaw, Governmental Practice Leader, Co-Lead Advisor
Kyle Olson, CFA, Senior Plan Advisor, Co-Lead Advisor
Matt Dickey, MBA, Co-Lead Advisor

Change of Co-Lead Advisor

Contractor may not replace the Co-Lead Advisor or change the assignment of any Co-Lead Advisor without providing the Commission or the Commission Executive Director written notice and obtaining written approval of the Commission or the Commission Executive Director of the replacement Co-Lead Advisor. Commission approvals for replacement of a Co-Lead Advisor shall not be unreasonably withheld. The replacement Co-Lead Advisor is subject to the same requirements and review as set forth above. Contractor shall assign a replacement Co-Lead Advisor within ten (10) business days of the departure of the prior Co-Lead Advisor, and Contractor shall continue during the ten (10) business day period to provide competent Consulting Services through a qualified interim Co-Lead Advisor.

The Contractors Additional Key Account Staff

The State considers the following individuals to be Key Account Staff for this Contract:

Mindy Harris, Senior Advisor, Governmental Plans
Joel Shapiro, J.D., LL.M., Sr. Vice President, Compliance
Kameron Jones, CPFA, C(k)P, Assistant Vice President

The State reserves the right to require removal or reassignment of Key Account Staff who are found unacceptable to the State. Contractor shall not change Key Account Staff commitments without providing the State written notice and obtaining the written approval of the Commission or the Commission Executive Director. Approvals for replacement of Key Account Staff will not be unreasonably withheld. The replacement Key Account Staff shall have comparable or greater skills than the Key Account Staff member being replaced.

Termination for Lack of Co-Lead Advisors and Key Account Staff

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default, and to cancel and rebid this contract, if Contractor fails to assign a Co-Lead Advisor and/or Key Account Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Co-Lead Advisor and/or Key Account Staff.

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 RFP 2022-268, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates (i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers, etc.) are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/\(S{a0fzcv55qhaeqs45jpya5i45}\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S{a0fzcv55qhaeqs45jpya5i45})/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

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, sanctioned, 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 C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide 457(b) Plan Investment Advisory and Consulting Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$240,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

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.

3. INVOICE

Itemized invoices shall be submitted to the Executive Director after the completion of the job/services and shall include a brief description of the work performed.

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

The invoice shall be sent to the following address:

NH Deferred Compensation Commission
25 Capitol Street, Room 215C
Concord, NH 03301
Attention: Craig A. Downing, Executive Director
craig.a.downing@das.nh.com

4. 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 D

RFP # 2022-268 is incorporated here within.

Contractor Initials JDC
Date 9/29/2021

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. is a California Profit Corporation registered to transact business in New Hampshire on February 02, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 738312

Certificate Number : 0005450778



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of October A.D. 2021.

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

William M. Gardner
Secretary of State



Secretary of State

State of New Hampshire

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

On this 14th day of October A.D. 2021,

I, the Secretary of State of the State of New Hampshire,

do hereby certify that the within and foregoing

is a true and correct copy of the

RECEIVED SEP 21 08:24:20 AM '21

STATE OF NEW HAMPSHIRE

NOTICE

The undersigned, Secretary of State of the State of New Hampshire, do hereby certify that the within and foregoing is a true and correct copy of the within and foregoing as the same appears in the records of the Secretary of State of the State of New Hampshire.

CERTIFICATE

Department of State
State of New Hampshire



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2021

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

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

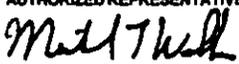
PRODUCER NFP Property & Casualty Services 45 Executive Drive Plainview NY 11803	CONTACT NAME: Risk Management Department NE	
	PHONE (A/C No. Ext): 516-327-2700	FAX (A/C No.): 516-327-2800
E-MAIL ADDRESS: riskcerts@nfp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Atlantic Specialty Insurance Company		27154
INSURER B: Hartford Casualty Insurance Company		29424
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1708614547 **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 checked="" type="checkbox"/> LOC OTHER:			7120079060013	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7120079060013	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7120079060013	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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	12WBAC0MPB	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)
 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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ASSOCIATION OF POLICE INSURERS OF CANADA
1000 SHEPPARD AVENUE EAST
SUITE 1000 SCARBOROUGH ONTARIO M1S 1T5
TEL: (416) 291-1111 FAX: (416) 291-1112

ASSOCIATION OF POLICE INSURERS OF CANADA

ASSOCIATION OF POLICE INSURERS OF CANADA
THE ASSOCIATION OF POLICE INSURERS OF CANADA
THE ASSOCIATION OF POLICE INSURERS OF CANADA

CERTIFICATE OF LIABILITY INSURANCE

ASSOCIATION OF POLICE INSURERS OF CANADA

ASSOCIATION OF POLICE INSURERS OF CANADA

**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 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:

Name	Title	Specimen Signature
Jami A. Chapman	Chief Operating Officer, Treasurer and Asst. Secretary	

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of September, 2021.


Name: Vince Giovinazzo
Title: Secretary, CEO