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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

March 1, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), Division of Risk and Benefits to enter into an Agreement with USI Insurance Services, LLC, (USI) Bedford, New Hampshire (Vendor #286651), in an amount not to exceed \$7,030,100 for Producer Services to purchase Property and Casualty Insurance as well as cover the cost of premiums for agency-specific insurance policies to support State business. This agreement will become effective upon Governor and Executive Council approval, for the period of July 1, 2023 through June 30, 2026, with the option to extend for up to an additional three-year period with approval from the Governor and Executive Council. 100% Transfers from Other Agencies.

Funding is available as outlined below in FY24, FY25 and FY26 contingent upon availability and continued appropriations for all fiscal years with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

01-14-14-143510-41050000 – Department of Admin Services, Property & Casualty

	FY24	FY25	FY26	TOTAL
211-500757 Property and Casualty Insurance	\$2,144,850	\$2,340,976	\$2,544,274	\$7,030,100

EXPLANATION

The DAS Commissioner is authorized, pursuant to RSA 21-I:7-c, to purchase liability insurance for state-owned real property and fleet as well as the statutorily required surety bonds and other agency specific insurance policies provided that the policies are marketed and procured

through a broker (also called a producer) registered and licensed to do business in New Hampshire. The total cost of this contract provides DAS with producer services to assist in the competitive bidding and purchase of over two dozen existing statewide and agency specific insurance policies. A list of the current policies is attached. In addition to producer services, this contract also provides online safe driver training that is required for all employees who drive state-owned vehicles (fleet) in an effort to contain insurance premium costs. The State's current producer services contract is with USI which expires on June 30, 2023.

DAS issued a Request for Bid (RFB) #2705-23 for the Producer Services for Property and Casualty Insurance on November 28, 2022. In addition, DAS published notice of this RFB on the DAS Division of Procurement and Support Services website. All major brokers registered and licensed in NH for producer services were contacted including, USI, The Rowley Agency, and Cross Insurance. On December 28, 2022, DAS received bids from USI and FIAI Inc., DBA Cross Insurance (Cross). Because this was an RFB, the lowest cost bid that complied with all requirements entered into contract negotiations with DAS. The Bid Summary is attached.

The total contract price limitation includes two components. The first component is for producer services and safe driver training. USI offered the most cost competitive bid over the three-year contract term at \$165,000. Cross offered a competitive bid totaling \$400,000. The second component of the price limitation totaling the remaining \$6.87m is the projected cost for the two dozen policy premiums due over the three-year term of this contract including contingency amounts for market fluctuations and potential new policies. As each policy nears its expiration date, USI seeks bids and negotiates with insurance carriers to ensure the most competitive rates for the State. DAS transfers funds from agencies budgeted in class 211 to purchase their specific policies and bind coverage.

USI began serving as the State's producer on July 1, 2018 (Item # 73, G&C May 16, 2018). Since that time, USI has demonstrated a commitment to partner with the State by providing access to industry expertise and support from an account executive and a team of insurance professionals providing efficient and cost-effective methods of meeting the State's risk and insurance needs.

By approving this contract, DAS is able to continue its work with USI to extract savings through consolidation and economies of scale where possible. Based on the foregoing, I recommend the approval of this contract.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner
Administrative Services



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Producer Services for Property and Casualty	Agency	Statewide
RFB#	2705-23	Requisition#	N/A
Agent Name	Andrew Bennett	Bid Closing	12/28/2022 @ 11:00 AM

	USI Insurance Services LLC				FIAI Inc. DBA Cross Insurance			
	Year One	Year Two	Year Three	Total for all 3 years*	Year One	Year Two	Year Three	Total for all 3 years*
	July 1, 2023 thru June 30, 2024.	July 1, 2024 thru June 30, 2025.	July 1, 2025 thru June 30, 2026.		July 1, 2023 thru June 30, 2024.	July 1, 2024 thru June 30, 2025.	July 1, 2025 thru June 30, 2026.	
Total Fee By Year	\$ 55,000.00	\$55,000.00	\$55,000.00	\$165,000.00	\$133,000.00	\$133,000.00	\$134,000.00	\$400,000.00

Indicates Low Bidder

*Basis for contract award

FORM NUMBER P-37
FORM NUMBER P-37 (version 12/11/2019)

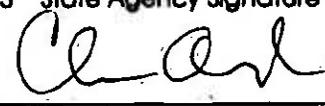
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 (DAS) Division of Risk and Benefits		1.2 State Agency Address 25 Capital Street, Room 412 Concord, NH 03301	
1.3 Contractor Name USI Insurance Services, LLC		1.4 Contractor Address 3 Executive Park Drive, Suite 300 Bedford, NH 03110	
1.5 Contractor Phone Number 603-665-6119	1.6 Account Number 01-14-14-143510-41050000	1.7 Completion Date June 30, 2026	1.8 Price Limitation \$7,030,100
1.9 Contracting Officer for State Agency Joyce I. Pitman, Director of Risk and Benefits		1.10 State Agency Telephone Number (603) 271-3180	
1.11 Contractor Signature  Date: 1/27/23		1.12 Name and Title of Contractor Signatory Philip A. Core Sr Vice President	
1.13 State Agency Signature  Date: 3/8/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, DAS 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: <i>Christen Lavers</i> On: 3/9/23			
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.

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**

This Exhibit is intentionally left blank as there are no additional provisions for Incorporation.

Contractor Initials AL
Date 1/23/23

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

USI Insurance Services, LLC (hereinafter referred to as the "Producer") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with producer services for property and casualty insurance, fleet program administration, and administration and training of State Safe Driving Program and other safety programs.

2. TERM OF CONTRACT

This Contract shall commence upon the approval of Governor and Executive Council or July 1, 2023, whichever is later, and shall terminate on June 30, 2026.

The Contract includes the option to extend for up to three (3) additional one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Producer and State, and with the approval of the Governor and Executive Council.

3. OBLIGATIONS AND LIABILITY OF THE PRODUCER

The Producer shall provide all services in accordance with the specifications described in State's RFB # 2705-23, which is incorporated herein by reference, and under the terms of this Contract. In the event of a conflict between the RFB and this Contract, the Contract shall control.

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

The Producer 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.

5. SCOPE OF SERVICES:

The assigned Producer shall act as the broker of record on behalf of the State for soliciting and negotiating property and casualty insurance coverage and providing related services as specified. The State shall contract directly with the Producer for insurance coverage, including related services as needed.

The scope of services shall include the solicitation of insurance coverage from insurance companies as a representative of the State, consulting services for the State's property and casualty insurance program, and general administration of the account for the insurance policies shown in Appendix A. The State of NH fleet insurance policy shall be marketed in accordance with the specifications listed in Appendix B, unless amended by the State.

The scope of services shall not extend to insurance policies purchased by other State agencies, independent of the Division of Risk and Benefits.

The State reserves the right, at its discretion to retain other contractors to provide any of the services or deliverables identified in this contract.

The parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Specific responsibilities shall include but not be limited to:

A. SECURE INSURANCE COVERAGE

The Producer will provide placement and maintenance of insurance policies covered in this contract term. The Producer shall be given a broker of record letter in order to approach the insurance marketplace with the authority to bind insurance coverage on behalf of the State. The Producer's authority extends to, but is not limited to, all insurance policies listed in Appendix A which will expire between the contract term of July 1, 2023, and June 30, 2026.

In particular, the Producer shall:

1. Review exposures by identifying changes in schedules, inventories and property values.
2. Request claims history from current carrier.
3. Assist the State in completion of renewal applications and/or procurement specification documents upon policy expiration.
4. Secure coverage upon policy expiration (coverage(s) shall duplicate existing insurance policies, contracts and services in place at a minimum unless otherwise agreed).
5. Make recommendations to bundle policies for cost savings and efficiencies whenever possible.
6. Make recommendations to self-insure exposures, when possible, or expand coverages to align with industry standards.
7. Review policy and any endorsements for changes and possible coverage enhancements to be incorporated at renewal.
8. Analyze, evaluate and recommend insurance options based on the most favorable pricing, coverage terms, and limits of liability.
9. Seek State's final decision on which insurance company to bind coverage.
10. Invoice the State for payment, after binding coverage, payable to the Producer. Invoice shall include effective date, policy number, policy term, insurer and the state agency covered by the policy.
11. Provide policy updates for Governor and Executive Council informational items as requested by the State.
12. Secure additional insurance coverage as the State requests that may not be currently shown on the insurance policy list in Appendix A.
13. Keep abreast of changes in policy language through national underwriting organizations and inform the State of any significant developments that are relevant to the property and casualty insurance program.
14. During the contract term, and prior to the termination of the contract, the Producer shall maintain a master list of all policies including but not limited to type, policy dates, and policy premium. This master list will be available to the State upon request.
15. The Producer shall ensure all contacts with the State, either through the Producer or policy carrier(s), 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 Producer shall ensure only experienced personnel are assigned to the State account that have adequate training, resources and time to service the account. The carriers 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).

B. QUOTATION ANALYSIS REPORT

Once bid results from Insurance companies are received by the Producer, the Producer shall issue a quotation analysis report to the Division of Risk & Benefits, detailing market results with a recommendation for award. The State requires the Producer access as many viable markets as possible in order to obtain favorable and competitive quotations.

The report shall:

1. Assess insurance company stability, solvency and service records.
2. Identify which markets were approached, their quotation or declination and reason, premium, specimen policy language and Producer's recommendation.
3. If the Producer recommends an insurance company that is not the lowest bidder, the Producer shall provide a detailed justification for the recommendation. Factors to be considered in evaluating coverage are the cost, coverage terms and insurance limits.
4. The State will make the final decision on binding coverage after reviewing recommendations.

C. SPECIFICATIONS FOR POLICY CLAIMS, ADMINISTRATION, LOSS CONTROL AND INVOICING

1. POLICY CLAIMS ADMINISTRATION

Policy Claims Administration may include but is not limited to: claims adjusting services including compensability investigation, reserving practices, claim reviews, litigation management and payment control. It is permissible and expected that the Producer will deliver its insurance and administration obligations in conjunction with an insurance carrier.

Specific Claims to be serviced:

The Producer shall ensure the appropriate carrier administers all claims beginning on July 1, 2023, for the contract period up to June 30, 2026.

Policy Claim Administration Services shall include the following:

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

2. CERTIFICATES OF INSURANCE

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

3. SUBROGATION

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

4. INVOICING POLICY PREMIUM

The Producer shall prepare and issue invoices for all State policies via email to the Division of Risk & Benefits. Invoices shall include the following details: effective date, policy number, policy term and insurer.

Payment shall be made in full within thirty (30) days after receipt of undisputed invoice.

D. FLEET INSURANCE PROGRAM IMPLEMENTATION AND ADMINISTRATION

The Producer shall submit a fleet insurance implementation plan six months prior to a change in fleet carriers. The current carrier has quoted a three-year policy, which will expire on November 1, 2025. The implementation plan shall detail the distribution of applicable forms and communication materials to State employees, including auto identification cards, accident report forms, and training on the computerized claim system.

The Producer shall work with the carrier on conducting two to four on-site implementation meetings for agency contacts within 30 days of the initial policy inception date. The carrier 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.

The Producer shall ensure the carrier issues electronic automobile identification cards, including identification cards for travel in Canada, to the State 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, 2025, the Auto ID cards shall be received by State agencies no later than October 18, 2025.

1. FLEET CLAIM RECORDING & ASSIGNMENT

The Producer shall ensure the fleet carrier is prepared to 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.

The fleet carrier 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:

- a. Commence an investigation of any notice of a claim not later than five (5) working days from receipt of the notice of a claim.
- b. 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.
- c. 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 carrier's computerized claims system file.

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

The carrier 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.

2. FLEET CLAIM REVIEWS

The Producer shall ensure the fleet carrier conducts four claim reviews per year, one each calendar quarter, with the Division of Risk & Benefits, 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 liability reserves twenty-five thousand dollars (\$25,000) and over are reviewed as well as all bodily injury claims, claims in litigation and claims specifically requested by the State.

The Producer shall work with the fleet carrier to 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.

3. FLEET LOSS CONTROL SERVICES

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

- a. Training for state employees on fleet topics shall be conducted a maximum of four (4) times each policy year. Topics must be approved by the State and may include, but are not limited to: agency specific losses, 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.
- b. Attendance at state agency meetings focused on vehicle accident investigation, fleet safety, or safety as requested (not to exceed 4 meetings annually). Attendance shall be in person unless remote attendance has been approved by the State of NH.
- c. 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.

4. FLEET PREMIUM

The liability premium shall include composite rates for the liability coverage applicable to each vehicle type. The required liability limits may be delivered through a primary insurance policy or as a combination of primary and umbrella insurance policies. The total annual liability premium shall be computed by application of composite rates to the total number of fleet units by vehicle type reported to the carrier at the inception of each policy term. (Note exception: Premium for liability coverage on leased golf carts shall be charged a pro-rated amount of the applicable composite rate for the lease period. This is because lease periods generally begin after the inception of each policy term.)

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

The fleet premium charged shall be void of commission, agency fees, or online safe driving program costs. The Producer Service Fee detailed in Exhibit C represents the full cost to the State for

all services required. Any fees for services beyond the Producer Service Fee will not be accepted nor paid by the State at any time.

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

5. FLEET COMPUTER CLAIMS SYSTEM SPECIFICATIONS

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

A. FLEET CLAIM INPUT DATA SPECIFICATIONS

Minimum required data for every claim reported to the carrier:

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

B. FLEET CLAIM REPORT SPECIFICATIONS

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

The State requires the following types of claim reports:

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

- 9. Customized reports
- 10. Subrogation reports

6. FLEET CLAIM RESERVING

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

Proper industry standards include, but are not limited to, establishing initial reserves for fleet liability claims not later than forty (40) working days from receipt of the notice of a claim, revising reserve estimates whenever developments occur which change the ultimate loss exposure, and maintaining documents with worksheets or other appropriate means to support the basis for reserve changes.

7. FLEET HEARINGS AND SETTLEMENTS

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

- a. Notify the Division of Risk & Benefits designee and the designated agency contact of the scheduled hearing/appeal date and discuss whether employer representation is appropriate. The Risk & Benefits designee 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 Producer shall work with the fleet carrier to notify the Division of Risk & Benefits designee and the agency employer of all hearing and appeal outcomes and provide an explanation of any fiscal impact which results from such decision.

8. FLEET CLAIM PAYMENT CONTROL

All claim payments shall be made by the insurance carrier 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 State's designee, the Producer shall work with the fleet carrier to make available within two business days all source documents related to any questioned payment.

The Producer shall ensure the fleet carrier provides notification of proposed settlements more than twenty thousand dollars (\$20,000) and shall obtain authority from the Division of Risk & Benefits designee for any proposed settlement fifty-thousand dollars (\$50,000) or greater and, as necessary, coordinate with the Department of Justice on negotiated settlements and litigation.

E. ONLINE LEARNING MANAGEMENT SERVICES

1. SAFE DRIVER TRAINING

Provide and administer an Online Learning Management platform for safe driver training for up to one thousand eight hundred fifty (1,850) state employees each year. At a minimum, the online training platform shall have training on Defensive Driving and Distracted Driving for passenger

vehicles, light trucks and commercial vehicles. Training shall be periodically reviewed by the State to ensure the training satisfies requirements with the State's safe driver program.

2. EMPLOYEE SAFETY TRAINING

Provide and administer an Online Learning Management platform for employee safety for up to two thousand (2,000) state employees each year. At a minimum, the online learning management platform should be capable of providing online training on the following topics.

- a. Accident Investigation
- b. First Aid / CPR / AED
- c. Fire Safety / Fire Extinguisher Safety / Fire Prevention
- d. Hazard Communication
- e. Personal Protective Equipment

The Producer agrees to provide the State with an electronic file of all employees completing training, in a mutually agreed upon file layout which would include, at a minimum, employee name, ID number and training completion date. Such file will be provided to the State via State's secure FTP site.

3. Provide a single point of contact for the state or its representative to manage and administer the online learning management platform. The point of contact assigned shall be experienced in the learning management platform with adequate caseloads, resources and time to service the account.
4. Provide on-site or webinar-based training and instructions during the initial implementation of the program and ongoing technical support for the product. Additional training on the product shall be conducted by the Producer or designee upon request.

F. PROPERTY AND CASUALTY INSURANCE PROGRAM CONSULTING SERVICES

As requested by the State, the Producer shall provide professional advice on existing or potential insurance policies and/or provide feedback on contractual insurance requirements between the State and other State contractors. In addition, the Producer shall assist the State with identification and management of Statewide risk exposures. The Producer will work to secure coverages based on those needs in a cost-effective manner. The Producer shall issue recommendations in writing to the State within the agreed upon timeline.

In particular, the Producer shall:

- a. Identify, prioritize and address state agency risks. Review schedules, inventories and property values and any other information the Producer and the State designee believe would be helpful to the analysis. The State shall facilitate the Producer's access to State Insurance documents, agency operations and personnel so that the Producer has enough information to complete this report. The Producer is not required to visit agencies to conduct their analysis and prepare their recommendation and/or report.
- b. Present options on policies, coverage, bundling, limits, retention levels, stop-loss limits and deductibles and/or alternatives.
- c. Identify alternative financing mechanisms such as partial or total self-funding which may help the state reduce total cost of risk.
- d. Provide benchmarking and best practices on the current state of insurance market for the class of business and line of coverage.

- e. Provide insurance consultation services on State contracts, as requested, which may include but is not limited to providing clarification on policy language, evaluating coverage types and coverage limits, and making recommendations to protect the State's interests.
- f. Issue a Summary Annual Quotation Analysis Report listing all state active insurance policies, summarizing market results for each policy procured during the course of the contract year, which includes policy name, policy number, number of carriers contacted, number of bids received, any changes made to the policy with detailed explanation (such as increases in coverage limits or deductible changes), the Producer Insurance carrier recommendation, premium quoted and percentage change in premium from previous policy year. Summary reports shall be issued by June 30 of each contract year.

G. ACCOUNT MANAGEMENT AND ADMINISTRATION

Administration services shall be provided by the Producer in accordance with the standards currently in use by NH producers of comparable size. Producer shall provide an outline of account management structure and personnel, including resumes for each designated account management team member.

The administration services include but are not limited to:

1. Maintain master listing of all policies, costs, limits, etc., which shall be routinely updated, and copies provided to the state.
2. Prepare invoices to the Division of Risk & Benefits for payment of insurance policy premium.
3. Timely delivery of binders, policies and endorsements in electronic format.
4. Verify the accuracy of policy language, coverage endorsements, exclusions and other terms and conditions consistent with placement noting variations/changes from the previous policy term.
5. Attend biweekly meetings in an agreed upon format, ex. in person or web/conference call, with the State team to review current program activity. Producer shall maintain ongoing open items or project report, to be shared with the State prior to each meeting.
6. Provide the Division of Risk & Benefits or designee with access to Producer's working files on State account upon request and/or upon contract termination.
7. Respond to inquiries from the State regarding policies, coverage limits, risk exposures, state contracts etc., within two (2) business days.
8. Provide enrichment opportunities to the State, up to 15 hours annually, which may include training on technical insurance, coverage analysis, methods for identifying coverage gaps, understanding policy forms, managing risk exposures, and the current state of the insurance market/report.
9. Provide policy specific information and training outlining coverage types, coverage limits and claim processes to state agencies, volunteer groups or landowners covered by an existing policy as needed. Training may be provided in person or remotely, as mutually determined and agreed upon.
10. The Producer shall ensure the carrier immediately notify the State upon knowledge of any breach which might affect the State data. The notice shall include the following:
 - a. Nature of the breach
 - b. Specific data affected by the breach
 - c. Steps the Producer and carrier are taking to remediate the breach
 - d. Steps the Producer and carrier are taking to mitigate future breaches

The Producer and insurance carriers are also expected to comply with all state and/or federal data breach reporting requirements.

11. Provide at its own expense, all personnel, materials and resources necessary to perform the services under the contract; warrant that all personnel engaged in the contract services are qualified to

perform the services and are properly licensed and otherwise authorized to perform services under all applicable laws.

12. The Producer shall ensure all contacts with the State, either through the Producer or policy carrier(s), 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.
13. Upon the expiration of this contract, the Producer shall assist with the transition of servicing in force policies. The new broker of record shall assume responsibility to service the policies as of the effective date of their agreement.

H. PERFORMANCE GUARANTEES AND PENALTIES

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

Performance guarantee metrics shall be self-reported and are subject to independent audit by the State. The performance guarantees shall be measured annually to evaluate the prior year's contract term. The Producer shall report performance guarantee results to the State within 45 days after July 1, 2024, July 1, 2025, and July 1, 2026.

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

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

Producer Services for Property and Casualty Insurance

1. Contract Implementation: Successful implementation per the terms of this Contract, including no interruption of insurance coverage. Penalty for non-conformance is \$2,500.
2. Quotation Analysis Reports: Received no later than 50 days prior to expiration of the applicable policy. Penalty will only apply if State delivers required documents no later than 80 days prior to expiration (e.g., applications, location schedules updated or confirmed, inventory updated or confirmed). Penalty for non-conformance is \$100 for each day the report is not delivered timely.
3. Policy Maintenance: Delivery of each (error-free) policy, within 60 days of inception. Premium reimbursements delivered within 45 days of the effective date of change. Penalty for non-conformance is \$100 for each untimely delivery.
4. Client Satisfaction Survey: The Producer agrees to create a State approved Client Satisfaction Survey and conduct the Survey at the end of each contract year. On a scale of 1 to 5, 5 being the highest possible, the average score must be 4 or greater. Penalty of \$1,500 per year if the total average score is less than a 4.

Fleet Claims Administration, Loss Control and Safe Driving Program

1. Fleet Implementation: Efficient implementation per the terms of this Contract. Penalty for non-conformance is \$2,500.

2. Loss Control Services: Complete required loss control trainings during each policy year within mutually agreed upon timeline. Penalty for non-conformance is \$500 for each training not performed timely.
3. Claims administration – Claims reviews performed timely, per the terms of this Contract. Penalty for non-conformance is \$250 for each quarterly claim review not performed timely.
4. Safe Driving Program: Online training programs shall be available to state employees by July 1, 2023. Penalty for non-conformance is \$2,500.

**EXHIBIT C
METHOD OF PAYMENT**

CONTRACT PRICE

The Producer hereby agrees to provide Producer Services for Property and Casualty Insurance, Fleet Insurance coverage for state-owned vehicles, online safe driving and employee safety training program administration in complete compliance with the terms and conditions specified in this Agreement for an amount not to exceed the price limitation of \$165,000.00.

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

The contract price limitation reflected on the Form P-37, block 1.8, includes the projected cost of all current policy premiums throughout the 3-year contract term. The State and the Producer shall track spending, including future premium projections, to ensure the price limitation is not exceeded. In the event the projected premiums will exceed the price limitation, the Producer shall assist the State with attaining Governor and Council approval prior to exceeding that limitation.

PRICING STRUCTURE

Year	ANNUAL FIXED SERVICE FEE
Year 1 (7/1/2023 – 6/30/2024)	\$ 55,000.00
Year 2 (7/1/2024 – 6/30/2025)	\$ 55,000.00
Year 3 (7/1/2025 – 6/30/2026)	\$ 55,000.00
TOTAL FEE	\$165,000.00

INVOICING AND PREMIUM PAYMENTS

The Producer shall submit invoice for annual contract term beginning July 1 of each contract year beginning July 1, 2023. The State will pay USI via ACH transfer within 30 days after the beginning of each contract year or invoice date, whichever is later. USI is responsible for setting up ACH with State Department of Treasury.

The mailing address is:

The State of New Hampshire Department of Administrative Services
Division of Risk & Benefits
25 Capitol Street, Rm 412
Concord, NH 03301

Electronic submission can be sent to: riskfinancebureau@das.nh.gov

Contractor Initials PPR
Date 1/29/23

APPENDIX A

STATE OF NEW HAMPSHIRE DIVISION OF RISK & BENEFITS INSURANCE POLICY LIST WITH BUDGET PROJECTION

(Does not include workers' compensation contract)

Agency	Policy Coverage	Current Policy Expiration Date	FY2024 Projection	FY2025 Projection	FY2026 Projection
Risk	Producer Services	7/1/2023	\$55,000	\$55,000	\$55,000
DNCR	Trails Landowner GL Umb	1/1/2023	\$50,000	\$55,000	\$57,750
DES	Lakeport & Murphy Dams Prop. GL	1/28/2023	\$6,000	\$6,500	\$6,825
DNCR	Fox Forest Prop. GL IM	1/28/2023	\$6,500	\$7,000	\$7,350
DNCR	Urban Forestry Center Prop. GL Umb	1/28/2023	\$9,200	\$9,600	\$10,080
Safety	Tenney Mountain Prop. GL IM, Umb	1/28/2023	\$3,500	\$3,950	\$4,148
DNCR	Cannon Mountain GL	2/1/2023	\$172,000	\$190,000	\$199,500
Safety	Drone Liability GL	2/28/2023	\$5,000	\$5,750	\$6,038
DNCR	Volunteer Group Liability GL	3/1/2023	\$2,500	\$2,750	\$2,888
NHES	Employment Security Office Prop. GL Cyber	4/1/2023	\$60,000	\$65,000	\$68,250
Safety	Motorcycle Rider Program GL Umb	4/1/2023	\$25,000	\$30,000	\$31,500
Risk	Real Property	5/1/2023	\$520,000	\$560,000	\$616,000
Risk	Watercraft Prop (Hull) GL	6/4/2023	\$50,000	\$55,000	\$57,750
DRA	Register of Deeds Bond Crime	7/1/2023	\$10,000	\$11,000	\$12,100
F&G	Hunters Ed GL	7/1/2023	\$1,300	\$1,300	\$1,365
Risk	Public Employee Bond Crime	7/1/2023	\$12,500	\$12,500	\$13,750
NHVB	Patient Trust Bond	7/1/2023	\$6,000	\$6,300	\$6,615
DAS	Bridges & Walker Houses Prop. GL IM	8/8/2023	\$6,500	\$7,000	\$7,350
DES	Winnit River Prop. IM	9/1/2023	\$40,000	\$39,776	\$41,765
DHHS	Foster Parents Prop Prop. GL	10/11/2023	\$110,000	\$120,000	\$132,000
NHES	Employment Security RTW WC	10/12/2023	\$1,500	\$1,500	\$1,575
DOE	Voc Rehab GL	10/22/2023	\$7,000	\$7,500	\$7,875
Safety	Aircraft GL IM (Equipment)	11/1/2023	\$24,500	\$27,000	\$29,450
Risk	Fleet AL APD, IM/PIT (includes golf carts)	11/1/2023 (3 year quote expires 11/1/2025)	\$960,850	\$1,061,550	\$1,167,350
	Annual Total		\$2,144,850	\$2,340,976	\$2,544,274
	Grand Total				\$7,030,100

Contractor Initials *PPC*
Date 1/27/23

**APPENDIX B
GENERAL FLEET INSURANCE SPECIFICATIONS**

1. NAMED INSURED

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

2. POLICY FORM AND RATES:

The Producer shall submit specimen declaration pages, policy forms and endorsements with the Quotation Analysis Report.

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

3. COVERAGE REQUIREMENTS:

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

a. Coverage for Auto Liability Insurance

Coverage is required in accordance with the following:

Auto Liability Insurance with the following limits:

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

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

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

No deductible shall be offered.

Coverage provisions:

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

The Carrier 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 Carrier 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 Carrier shall provide coverage for all of the State's Fleet units (approximately 3,975). Fleet units currently include passenger vehicles, trucks, passenger vans, and specialty vehicles including motorcycles, snowmobiles, all-terrain vehicles (ATV's), golf carts, trailers, and mobile equipment. The

fleet insurance resulting contract may exclude state-owned motorcycles utilized in the Motorcycle Riding Program.

b. Coverage for Physical Damage on Scheduled Vehicles

Physical damage coverage, including both collision and comprehensive coverage, is required for approximately 132 vehicles and may change during the annual renewals.

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

c. Coverage for Inland Marine on Scheduled Items

Inland marine coverage is required for equipment on nine specialty vehicles currently valued at \$1,387,078.

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

Valuation: Actual cash value

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 584972

Certificate Number: 0005910766



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of December A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

USI INSURANCE SERVICES LLC

(A Delaware Limited Liability Company)

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

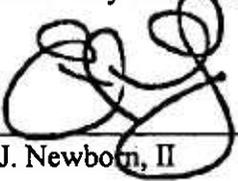
The undersigned, as the sole Manager (the “**Manager**”) of USI Insurance Services LLC, a Delaware Limited Liability Company (the “**Company**”), does hereby take the following actions and adopts the following resolutions by written consent pursuant to the Delaware Limited Liability Company Act, and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

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

Brenda Buck – USI Insurance Services – New England Region
Phil Cote – USI Insurance Services – New England Region

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

IN WITNESS WHEREOF, the undersigned Manager has executed this consent as of the 27th day of January 2023.



Ernest J. Newborn, II
Manager

DESCRIPTIONS (Continued from Page 1)

RE:USI Insurance Services LLC -Bedford NH