



State of New Hampshire

REQUEST FOR BID

For

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

RFB # 2016-184

RESPONSE DUE: June 27, 2016 @ 2:00 PM

Department of Administrative Services

Risk Management Unit

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SECTION I: INTRODUCTION

A. INTRODUCTION

This is a Request for Bid (RFB) issued by the Department of Administrative Services, Risk Management Unit (RMU), in accordance with Revised Statutes Annotated (RSA) 21-I:7-c, V for:

1. Fleet insurance providing liability coverage for the State's fleet of approximately 4,000 fleet units and physical damage and inland marine coverage for scheduled units. The fleet units include passenger vehicles, trucks, passenger vans, and specialty vehicles including motorcycles, snowmobiles, all-terrain vehicles (ATV's), golf carts, trailers, and mobile equipment. This RFB and resulting contract exclude state-owned motorcycles utilized in the Motorcycle Riding Program.
2. Safe driving program administration for approximately 1,800 state employees who regularly drive state vehicles. Executive Order 89-2 (E.O. 89-2) was issued by Governor Judd Gregg in 1989 relative to defensive driving program requirements for all state employees operating state-owned vehicles. E.O. 89-2 also requires each employee to take a refresher course every three years. The current program is delivered primarily through online modules but is supplemented by written materials delivered in a classroom setting.

SECTION II: BIDDING INSTRUCTIONS AND CONDITIONS

A. BID CONDITIONS FOR THE STATE, DEPARTMENT OF ADMINISTRATIVE SERVICES, RISK MANAGEMENT UNIT

1. RFB SCOPE

The Department of Administrative Services, Risk Management Unit, is soliciting Bids for the procurement of insurance coverage (to include liability, physical damage, and inland marine) for the state-owned fleet and for the administration of the safe driving program.

2. INSTRUCTIONS TO VENDORS

Read the entire RFB prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the Section IX: Offer Section and under "Award Criteria"); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize the Transmittal Letter (attached hereto as Appendix A). Failure to submit the Transmittal Letter with your response will result in rejection of your response. In the preparation of your bid response, you shall complete all sections of the RFB and provide your Bid by the stated Bid Submission Deadline.

All companies, producers, agents or underwriters submitting a bid response are construed to have agreed to all terms and conditions set forth in the RFB. **This RFB may not be altered or modified by bidders or bidding entities.**

Failure to follow these instructions is grounds for rejection of your RFB response.

3. REQUIRED CONTRACT TERMS AND CONDITIONS

The form contract P-37 (attached hereto as Appendix B) shall be part of this bid and contains the general terms and conditions governing work performed under the resulting contract, the nature of the working relationship between the State and the awarded Vendor and specific obligations of both parties.

The awarded Vendor and the State, following notification of award, shall promptly execute this form of contract, which is to be completed by incorporating the service requirements and price conditions established by the Vendor's offer. In addition to the fully and properly executed P-37, the awarded Vendor shall promptly provide the required documentation needed for Governor and Executive Council approval. Such documents shall include, but may not be limited to, a Certificate of Authority/Vote, an original Certificate of Good Standing, and a Certificate of Insurance.

- The Certificate of Good Standing must be dated April 1, 2016, or later, and have a gold seal. The Certificate of Good Standing is available from the Secretary of State's Office by calling (603) 271-3244 or (603) 271-3246 or by visiting www.sos.nh.gov/corporate/index.html.
- The Certificate of Insurance shall contain coverage limits in accordance with sections 14 and 15 of Form P-37 and limits for errors and omissions/professional liability coverage in the amount of \$5 million per claim and \$10 million in the aggregate.

Unless the awarded Vendor returns the above mentioned documents to the State within ten business days following notification of award, the State reserves the right to award the contract to the next conforming bidder.

4. **VENDOR CERTIFICATIONS**

All Vendors shall be duly registered as a Vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** If you are not currently a registered Vendor in The State, you shall complete a Vendor Application and W-9 Form and submit it to the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee):
<http://das.nh.gov/Purchasing/vendorresources.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** Any person or persons conducting business under any name other than his/her own legal name shall register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications:
<http://www.nh.gov/sos/corporate>.

5. **RFB INQUIRIES, QUESTIONS, AND PROPOSED SPECIFICATION CHANGES**

Any questions regarding this RFB, including clarifications and proposed specification changes, must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. All inquiries shall be submitted to Danielle Bishop, Department of Administrative Services, at Danielle.Bishop@nh.gov. All questions, clarifications, and/or requested changes must be submitted in writing via e-mail no later than Friday, May 27, 2016, 3:00 P.M.

The Vendor shall include complete contact information including the Vendor's name, telephone number, fax number, and e-mail address. The State shall attempt to provide any assistance or additional information of a reasonable nature, which might be required by interested Vendors. Responses to questions and answers will be provided through an addendum(s) which shall be posted on the State's website.

6. **ADDENDUM**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is <http://das.nh.gov/Purchasing/vendorresources.asp>.

7. **MICROSOFT WORD VERSION**

This RFB may be requested in a Microsoft Word format by contacting Danielle Bishop in writing at Danielle.Bishop@nh.gov.

8. RFB DELIVERY

Your RFB response shall conform to the following criteria in order to be considered for evaluation:

- a. RFB responses shall be submitted in a sealed envelope or package.
- b. Exterior of the RFB response envelope or package shall be permanently marked identifying the Vendor's name and address, as well as the assigned RFB#2016-184.
- c. RFB responses shall include:
 - i. One (1) original (clearly identified as such) copy of your RFB response. The original RFB response shall include the Transmittal Letter, signed by a person authorized to bind the company to all commitments made in the RFB response.
 - ii. Three (3) conforming copies (clearly identified as copies) of your RFB response.
 - iii. One (1) electronic copy* of your RFB response in CD Format;
 - iv. RFB responses transmitted by facsimile or e-mail will not be accepted or reviewed.

** In the event of a discrepancy between a bid response in paper and electronic copy, the paper copy identified as the 'original' shall prevail.*

9. BID SUBMISSION DEADLINE

All RFB submissions shall be received at the State's Bureau of Purchase and Property no later than the date and time on the transmittal letter and timetable of this bid. Submissions received after the date and time specified will be marked as late and will not be eligible for consideration in the evaluation process.

All offers shall remain valid from the Bid Submission Deadline until contract award, or no later than November 1, 2016. A Vendor's disclosure or distribution of proposals other than to the Department of Administrative Services, Bureau of Purchase and Property, shall be grounds for disqualification. No more than one proposal per respondent shall be submitted.

Vendors shall submit their Bid in its entirety to:

**State of New Hampshire, Bureau of Purchase and Property
C/O Danielle Bishop
25 Capitol Street, Room 102
Concord, NH 03301-6312**

Bid responses shall be marked as:

**State of New Hampshire RFB# 2016-184
Due Date: June 27, 2016 @ 2:00 PM
Fleet Insurance/Safe Driving Administration**

10. BID RECEIPT AND OPENING

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening, the names of the Vendors submitting responses and pricing will be made public. Other specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

11. ADDITIONAL INFORMATION

The State reserves the right to make a written request for additional information from a Vendor to assist in understanding or clarifying a Bid response. The State reserves the right to reject any and all Bids, or any part thereof.

12. TERMS OF SUBMISSION

All material received in response to this bid shall become property of the State and will not be returned to the Vendor. Regardless of the Vendor(s) selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract has been awarded.

A responding bid that has been completed and signed by your representative will constitute your company's acceptance of all State of New Hampshire terms and conditions and will legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the Vendor's offer.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

The State assumes no responsibility for understandings or representations concerning conditions made by its officers or employees prior to and in the event of the execution of a contract, unless such understanding or representations are specifically incorporated into this RFB. Verbal discussions pertaining to modifications or clarifications of this RFB shall not be considered part of this RFB unless confirmed in writing. Any information provided by the Vendor verbally shall not be considered part of that Vendor's response.

13. PUBLIC DISCLOSURE

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon RFB opening, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

Notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

From the closing date of the bid until the award is made is considered "quiet time." Bidders may not discuss their bid or anything specifically pertaining to the bid with any State entity (other than personnel from the Bureau of Purchase and Property) including the requesting/customer agency(ies). If found in violation of this part, the bidder shall be found non-compliant and will no longer be allowed to proceed in the award process.

14. NOTIFICATION AND AWARD OF CONTRACT

The State shall provide notification via email and/or telephone to the selected Vendor. Public announcements or news releases pertaining to any contract awarded shall not be made without prior written permission from the Commissioner, Department of Administrative Services.

Bid results will not be given by telephone or e-mail. Bid results will be made public in accordance with RSA 21-G:37. Bid results may be viewed on the Bureau of Purchase and Property website at https://das.nh.gov/purchasing/bids_posteddte.asp

15. RESTRICTION OF BIDDER NON-COMPETITIVE BEHAVIOR

No insurance agency or agent shall secure the insurance services of any carrier in anticipation of an unissued and unadvertised State solicitation. Entering into a relationship or communicating with any carrier in such a manner as would result in the preclusion of other agencies or agents from obtaining the services of said insurance carrier shall constitute securing insurance services.

The bidding entity shall not participate in "blocking the market" or any other non-competitive behavior in order to prevent other potential Vendors from full and open competition in responding to this Bid. Agents submitting Bids shall disclose the identity of all markets approached and provide a short narrative of each market's response.

The bidding entity affirms it has followed these practices by signing the Transmittal Letter (Appendix A of this RFB.)

Failure to comply with the terms of this section is grounds for disqualification.

16. RIGHT TO CONSIDER AVAILABLE INFORMATION

The State reserves the right to consider available information regarding the bidder, whether gained from the bidder's bid, question and answer conferences, references, or any other source during the evaluation process. This may include, but is not limited to, information from the New Hampshire Department of Insurance, as well as any other state or federal regulatory entity.

17. WAIVER OF MINOR IRREGULARITIES

The State reserves the right to waive minor irregularities in Bids. Such waiver shall in no way modify the RFB requirements or excuse a Vendor from full compliance with RFB specifications and other requirements if the Vendor's Bid is selected.

18. COSTS FOR BID PREPARATION

The State shall not be held liable for any costs incurred by the Vendor in preparing or submitting a Bid.

19. CHANGE OF OWNERSHIP

In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the contract with the Vendor, its successors or assigns for the full remaining term of the contract, continuing under the contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the contract without liability to the Vendor, its successors or assigns.

20. VENDOR'S RELATION TO THE STATE

In the performance of the contract, the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor 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.

21. CANCELLATION

The State reserves the right to cancel all or any part of this RFB at any time. Cancellation of this RFB, in whole or in part, shall not bar the State from issuing an RFB for the same services or from purchasing the same services through other means.

B. TIMETABLE/SCHEDULE OF EVENTS

Action	Due Date
RFB Released	May 2, 2016
Deadline for Inquiries and/or proposed specification changes	May 27, 2016, 3:00 PM EST
Bid Submission Deadline	June 27, 2016, 2:00 PM EST
Target Governor and Executive Council Meeting	First Meeting in September
Contract Effective Date	November 1, 2016, Upon approval by the Governor and Executive Council

Important Note Regarding Contract Implementation

The contract shall commence upon the approval by Governor and Executive Council assuming an implementation period of approximately 30 days. The bidder shall be prepared to commence implementation activities immediately upon approval by the Governor and Executive Council. No later than one week after approval, the bidder shall submit a detailed implementation plan subject to the Risk Management Unit's approval. The implementation activities shall be in accordance with Section IV, A. 2. Program Implementation. Implementation activities shall be conducted in close collaboration and with the approval of the Department.

Payments to the awarded Vendor shall not commence prior to November 1, 2016.

C. TERM OF CONTRACT

The anticipated contract will commence upon Governor and Executive Council approval, or on November 1, 2016, whichever is later, with policies to be renewed annually.

The initial contract term shall be for a minimum of three years, commencing November 1, 2016 through October 31, 2019. After the policy expiration date of October 31, 2019, the contract may be renewed for two (2) one-year policies upon terms and conditions as the parties may mutually agree and upon the approval of the Governor and Executive Council.

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

D. ELIGIBILITY CRITERIA

All bids shall meet or exceed the eligibility criteria and specifications contained in Sections II through VII. Bids that are not in compliance with the eligibility criteria shall be deemed non-responsive. Your signature on the Bid Transmittal Letter attests to your compliance with the below criteria.

- The bidding entity shall currently be a business entity in existence, registered to do business in the State of New Hampshire, and possess all applicable approvals including a Certificate of Good Standing from the Secretary of State.
- The bidding entity shall maintain a place of business within the State of New Hampshire where all of the services proposed shall be performed and all records maintained (or immediately accessible by electronic means) for the duration of the contract.
- The bidding entity shall be an authorized agent of a New Hampshire approved, admitted insurer or a New Hampshire approved, admitted insurance company.
- The bidding entity or insurance carrier's rating contained in the most recent edition of A.M. Best's Insurance Reports or its equivalent. Best ratings of A and A+ are preferred. The bidding entity shall have a minimum Best rating of B++.
- Bids will only be considered from Vendors that have a minimum of four years of experience in providing the similar services within the scope of this RFB. Failure to demonstrate this experience will be grounds for bid rejection.
- Any subcontractor to be used in performing the services shall be fully disclosed at the time of bid submission and meet all applicable eligibility requirements as outlined above. The awarded Vendor shall remain fully responsible for performance under the contract and will be considered the sole point of contact with regard to all contractual matters.
- No insurance agency or agent shall secure the insurance services of any carrier in anticipation of an unissued and unadvertised State solicitation. Entering into a relationship or communicating with any carrier in such a manner as would result in the preclusion of other agencies or agents from obtaining the services of said insurance carrier shall constitute securing insurance services. The bidding entity shall not participate in "blocking the market" or any other non-competitive behavior in order to prevent other potential Vendors from full and open competition in responding to this bid. Agents submitting bids shall disclose the identity of all markets approached and provide a short narrative of each market's response. Failure to comply with the terms of this section is grounds for disqualification. The bidding entity affirms it has followed these practices by signing the Transmittal Letter. (Appendix A of this RFB.)
- If the bidding entity is an insurance agency, the amount of commission, fees and/or compensation to be paid by the insurance carrier to the agency in regard to this RFB shall be indicated on the Offer Sheet.

E. AWARD CRITERIA

A contract award, if any, shall be made to the Vendor meeting the criteria established in the bid specifications detailed in Sections II through VII and offering the lowest pricing in total for the category of coverage limits selected by the State. The price offer incorporates any and all fees and charges the Vendor intends the State to pay.

Vendors must bid on Category 1 on the Offer Sheet (minimum insurance coverage limits) as described in Section III, 3, a; however, it is optional to bid on Category 2 on the Offer Sheet (higher coverage limits) as described in Section III, 3, b. The State has complete discretion to determine and select the category of coverage limits that is in the best interest of the State.

The award of any contract shall be subject to the proper execution of all contract documents. The State may cancel the RFB and/or reject any or all bid(s) at any time prior to the final execution of a contract. The State reserves the right to accept all bids, or parts of bids, with or without cause, and in such event the Vendor submitting a bid makes such a bid and submission without recourse.

F. SUBCONTRACTORS

If your organization plans to utilize subcontractors for any portion of the services identified in this RFB, please include the subcontractor information, to include the types of services or functions in which you would plan to subcontract, and a brief company profile. Said subcontractors shall meet all requirements described in this RFB. Subcontracting of services shall require prior approval by the State.

G. REQUEST FOR REFERENCES

Provide the name, address, telephone number, contact person, and scope of services for at least one client that is similar to the State with respect to coverage, group size, industry, and/or location.

H. BIDDER CONTACTS

Identify the individual(s) representing your company during the RFB process:

Representative Name: _____ Phone #: _____ Email: _____

Identify the individual(s) responsible for day-to-day service (if different):

Representative Name: _____ Phone #: _____ Email: _____

SECTION III: SPECIFICATIONS FOR FLEET INSURANCE COVERAGE

A. GENERAL INSURANCE SPECIFICATIONS

1. NAMED INSURED:

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

2. POLICY FORM AND RATES:

The Vendor shall submit specimen declaration pages, policy forms and endorsements with this bid response.

The Vendor 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 Vendor agrees rates to be charged for the policy are the rates on file with and approved by the New Hampshire Insurance Department. Your signature on the Bid Transmittal Letter attests to your compliance with this requirement.

The Policy will be issued by: _____

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 provided is for bidding purposes only and is subject to change throughout the term of the contract.

Vendors must bid on the minimum insurance coverage limits described in Section III, 3, a; however, it is optional to bid on the higher coverage limits described in Section III, 3, b. The State has complete discretion to determine and select the category of coverage limits that is in the best interest of the State.

a. COVERAGE FOR AUTO LIABILITY INSURANCE

Coverage is required in accordance with the following:

Required liability limits may be delivered through a primary insurance policy or as a combination of primary and umbrella insurance policies.

1. 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

2. 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

3. No deductible shall be offered.

4. Coverage provisions:

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

The Vendor 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 Vendor 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 Vendor shall provide coverage for all of the State's Fleet units (approximately 3,978). Fleet units currently include passenger vehicles, trucks, passenger vans, and specialty vehicles including motorcycles, snowmobiles, all-terrain vehicles (ATV's), golf carts, trailers, and mobile equipment. This RFB and resulting contract exclude state-owned motorcycles utilized in the Motorcycle Riding Program. The fleet inventory is available in Attachment A of this RFB.

b. STATE OPTION: COVERAGE FOR AUTO LIABILITY INSURANCE AT HIGHER LIMITS

Coverage is required in accordance with the following:

Required liability limits may be delivered through a primary insurance policy or as a combination of primary and umbrella insurance policies.

1. Auto Liability Insurance with the following limits:

Bodily Injury per person	\$ 475,000
Bodily Injury per accident	\$ 1,000,000
Property damage per accident	\$ 100,000

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

Bodily Injury per person	\$ 475,000
Bodily Injury per accident	\$ 1,000,000
Property damage per accident	\$ 100,000

3. No deductible shall be offered

4. Coverage provisions

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

The Vendor 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 Vendor 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.

c. **COVERAGE FOR PHYSICAL DAMAGE ON SCHEDULED VEHICLES**

Physical damage coverage, including both collision and comprehensive coverage, is required for approximately 111 vehicles.

The deductible amounts requested vary based on the value of the vehicle. An inventory of scheduled vehicles and required deductibles is included in Attachment A.

d. **COVERAGE FOR INLAND MARINE ON SCHEDULED ITEMS**

Inland marine coverage is required for equipment on nine specialty vehicles valued at \$1,165,008.

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

Coinsurance: 90%

Valuation: Actual cash value

An inventory of scheduled items is included in Attachment A.

SECTION IV: SPECIFICATIONS FOR CLAIMS ADMINISTRATION, LOSS CONTROL AND INVOICING

A. CLAIMS ADMINISTRATION

1. Claim Administration

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

Specific Claims to be serviced:

The Vendor shall administer all fleet claims beginning on November 1, 2016 for the proposed contract period (up to October 31, 2019) until the claims are fully resolved. Upon contract expiration, the State may elect to transfer responsibility for servicing these claims. The State currently plans for the Vendor awarded this contract to handle claims until the claim is closed but reserves the right to transfer responsibility for any or all claim files at the time the contract expires or terminates, or any time thereafter.

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

Claim Administration Services shall include the following:

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

2. Program Implementation

The Vendor shall submit an implementation plan with the RFB submission. The implementation plan shall detail the distribution of applicable forms and communication materials to State employees, including auto identification cards and accident report forms, and training on the computerized claim system.

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

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

3. Automobile Identification Cards

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

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

4. Certificates of Insurance

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

5. Claim Recording & Assignment

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

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

- Commence an investigation of any notice of a claim not later than five (5) working days from receipt of the notice of a claim.
- Contact with the claimant not later than five (5) working days from receipt of the notice of a claim, unless the claimant is represented by an attorney.
- Contact with the employer and employee driver not later than five (5) working days from receipt of the notice of a claim.

All actual and attempted contacts will be documented in the Vendor's computerized claims system file.

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

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

6. Payment Control

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

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

The Vendor shall obtain authority from the Risk Manager for any proposed settlement of twenty thousand dollars (\$20,000) or greater and, as necessary, coordinate with the Department of Justice on negotiated settlements and litigation.

7. Claim Reserving

The Vendor shall establish and maintain timely and adequate reserves. Initial reserves shall be established for fleet liability claims not later than fourteen (14) working days from receipt of the notice of a claim.

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

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

8. Hearings and Settlements

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

- a. Notify the Risk Manager and the designated agency contact of the scheduled hearing/appeal date and discuss whether employer representation is appropriate. The Risk Manager reserves the right to attend any hearing, conference, appeal or trial.
- b. Have available all necessary witnesses or their depositions prior to formal hearing or trial.
- c. If conference, hearing or trial is to be handled by an attorney, ensure timely delivery of the file material for preparation. Document attorney's receipt of claim file and opinion about the merits of the issues to be litigated and the probable success of the litigation. If an adverse finding is made, the attorney should comment about the costs and the merits of the appeal, including the potential impact on future claims costs.
- d. The Vendor shall notify the agency employer of all hearing and appeal outcomes and provide an explanation of any fiscal impact which results from such decision.

9. Claim Reviews

The Vendor shall conduct four claim reviews per year, one each calendar quarter, with the State's Risk Manager, Loss Control Consultant, state agency fleet representatives (if warranted), insurance company account manager, insurance company claims or loss control manager or claims adjuster(s) and insurance agent account manager or designee. At a minimum, open claims with reserves ten thousand dollars (\$10,000) and over are reviewed as well as claims in litigation and claims specifically requested by the State.

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

10. Vendor's Personnel

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

The Vendor shall assign experienced claims and subrogation personnel to the State account that have adequate caseloads, resources and time to service the account. Per *Ins*1002.11, the Vendor shall set up a toll free telephone claim reporting line. Reporting on-line and via facsimile is also acceptable as a backup to the telephone claims reporting. The claims and subrogation personnel shall have a telephone number, email account and access to a fax machine to handle claim issues and inquiries from state personnel. Adjusters shall meet all claims settlement time limits per *Ins* 1002.05 of the State of New Hampshire, Department of Insurance administrative rules.

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

11. Subrogation Services

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

Customer Service: The Vendor shall provide customer service to the State and agency personnel to assist the recovery of physical damage caused to state vehicles by responsible third parties. Agency personnel may request assistance via telephone, fax or email. The State does not generally purchase physical damage coverage and seeks assistance with

the process of recovering damages from responsible third parties or their insurance carrier. The Vendor shall acknowledge a request for assistance within two business days.

B. LOSS CONTROL SERVICES

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

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

C. INVOICING AND PREMIUM PAYMENTS

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

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

<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

SECTION V: SPECIFICATIONS FOR COMPUTER CLAIMS SYSTEM

A. OBJECTIVE

The State requires the Vendor to utilize a computerized claims system for the purpose of capturing claims data and delivering claim reports as described herein. The Vendor's system should have a high level of data integrity with backup and recovery features. The Vendor shall submit sample reports and screen shots demonstrating required specifications are met. The State reserves the right to request a demonstration of the Vendor's system to verify adherence to bid specifications.

B. CLAIM INPUT DATA SPECIFICATIONS

Minimum required data for every claim reported to the Vendor:

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

C. CLAIM REPORT SPECIFICATIONS

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

The State requires the following types of claim reports:

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

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

The Vendor shall provide sample standard reports to demonstrate how its reports meet or exceed the bid specifications.

SECTION VI: SPECIFICATIONS FOR SAFE DRIVING PROGRAMS AND ADMINISTRATION

A. OBJECTIVE

The State requires the Vendor to include in its services the instruction and administration of a safe driving program for approximately one thousand (1,000) state employees each year. Executive Order 89-2 requires state employees operating state-owned vehicles to complete a defensive driver course and take a refresher course every three years. A copy of the Executive Order 89-2 is available upon request through Danielle Bishop at Danielle.Bishop@nh.gov.

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

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

Vendors shall include a synopsis of all safe driving instruction courses to be taught in response to this RFB and shall be required to provide a more comprehensive and detailed description of any course upon request. Vendors shall also include sample training materials with the bid response that will allow the State to assess RFB requirements are met.

B. SAFE DRIVING INSTRUCTION FOR PASSENGER VEHICLES AND LIGHT TRUCKS

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

Examples of relevant topics are follows:

- Risks and hazards on the roadways.
- Definition of defensive driving including techniques and behaviors associated with defensive driving.
- Challenging environmental conditions such as light, weather, road (ex. work zones) and traffic (trucks, motorcycles, emergency vehicles, trains, bicycles, pedestrians, animals).
- Explanations of preventable and non-preventable accidents.
- Collision prevention, safe and aggressive driving behaviors.
- Speeding, tailgating, right of way and intersection driving techniques, crossing the center line.
- Stopping distances for cars and trucks.
- Adverse driving conditions: inclement weather, rain, hail, sleet, snow, night time driving.

- Distracted drivers due to cell phone usage, grooming, eating, conversations with passengers, etc.
- Impaired driving due to alcohol, legal and illegal drugs, sleep deprivation, etc.
- Challenging physical conditions such as hearing, vision, age, mobility, age, or illness.
- Occupant restraint systems (seat belts, air bags)
- Pre-trip inspection of vehicle with requirements for once a week, once a month and every six months.
- Improving fuel economy through good driver behaviors, checking tire pressure often, reinforcing "Anti-Idling" policy, maintaining safe and legal speeds at all times, minimize extra weight in vehicles, carpool whenever possible, consolidate and plan ahead for trips.

1. ONLINE INSTRUCTION FOR PASSENGER VEHICLES AND LIGHT TRUCKS

The Vendor shall provide online based training meeting required specifications to state employees with access to the internet and a computer.

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

2. CLASSROOM INSTRUCTION FOR PASSENGER VEHICLES AND LIGHT TRUCKS

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

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

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

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

The Vendor shall develop and implement a CMV course curriculum that is in addition to the safe driving instruction for passenger vehicles. Hands-on training is needed for required skills such as basic vehicle control skills, safe driving skills, air brake skills and pre-trip inspection skills. Classroom training is needed for required knowledge of safe operations regulations, CMV safety control systems, and safe vehicle control, proper handling of cargo, vehicle inspections, hazardous material knowledge and air brake knowledge. Additional topics shall include, but not be limited to: collision prevention, hazard recognition, the challenges of driving large vehicles and winter driving tips. The course curriculum shall include Federal

Motor Carrier Safety Administration required skills and knowledge specified in 49 CFR 383, 49 CFR 383 Subpart G Required Knowledge and Skills - Sample Guidelines. See <http://www.fmcsa.dot.gov> and/or email Danielle Bishop at Danielle.Bishop@nh.gov for a copy. Also see Insurance Rules Safety C 900 and 1800.

D. ADMINISTRATION

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

E. CURRENT PROGRAM FORMAT

The online instruction program is currently provided through JJ Keller videos focused on backing, defensive driving and green-driver concepts. The classroom based programs are administered with Vendor provided materials.

Approximately one thousand (1000) employees were trained through the online based system in each of the last three policy years. We anticipate the same number of employees will participate in the online system during each policy year of this contract.

SECTION VII: PERFORMANCE GUARANTEES AND PENALTIES

The performance guarantees established herein shall be a part of this RFB and shall become a part of the service requirements upon contract award.

PERFORMANCE GUARANTEES

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

Vendor shall agree to performance standards for the following service categories in this RFB: Implementation, Loss Control, Claims Administration, and Safe Driving Program.

Performance guarantee metrics may be self-reported, but are subject to independent audit by the State. The performance guarantees shall be measured annually to evaluate the prior year's contract term. The Vendor shall report performance guarantee results to the State within 45 days after November 1, 2017, November 1, 2018 and November 1, 2019.

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

Vendor 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 Vendor.

The following performance guarantees are required:

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

Fleet Excess Liability	\$296,275 (\$66.50 per vehicle for 4,448 fleet units)
Inland Marine	\$ 6,834
Physical damage	<u>\$ 23,802</u> (30 scheduled vehicles)
Total	\$831,470 (Premium as policy expired)

Premiums do not include terrorism: Terrorism coverage was declined
Towing included per schedule

SECTION IX: OFFER SECTION

A. PRICING

Vendor hereby offers to perform the services to the State of New Hampshire at the prices quoted, in complete accordance with general and detailed specifications included in this RFB. By providing a price quote to the State in response to this RFB the Vendor certifies that all rates to be charged for the policy are the rates on file with and approved by the New Hampshire Insurance Department. Premium rates shall be capped and guaranteed for the contract term.

The Vendor's price quote 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 Vendor at the inception of each policy term*.

The Vendor's price quote 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 annual liability premium represents the full cost to the State for all services required in this RFB. The annual liability premium shall include, but is not limited to, staffing costs, administration costs, and any other applicable costs in performing this contract. Any fees for services beyond the annual liability premium will not be accepted nor paid by the State at any time.

Your price offer must be completed utilizing the attached Excel Offer Sheet (RFB 2016-184 SECTION IX OFFER SHEET). The Offer Sheet includes formulas to calculate the overall premium based on your liability composite rates and the annual premium charged for physical damage and inland marine. The inventory provided is for bidding purposes only and is subject to change throughout the term of the contract. One electronic copy of the excel offer sheet, in original excel format, must be submitted with this RFB (not password protected).

Any commission or agency fee shall be included in the price and disclosed below.

Carrier	Agent Commission or Fee

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

SECTION X: APPENDICES

Appendix A: State of New Hampshire Transmittal Letter

Appendix B: P-37 Form Contract

APPENDIX A: STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: Danielle Bishop
Telephone: 603-271-3290
Email: Danielle.bishop@nh.gov

RE: Bid Invitation Name: **Fleet Insurance Coverage for State Owned Vehicles and Safe Driving Program Administration**
Bid Number: **BID 2016-184**
Bid Posted Date (on or by): **May 2, 2016**
Bid Closing Date and Time (EST): **June 27, 2016 2:00 PM**

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2016-184 for **Fleet Insurance Coverage for State Owned Vehicles and Safe Driving Program Administration** services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agrees to be bound by the Bid and meets all the eligibility criteria as outlined in Section II, D.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other Vendors, and the Vendor did not participate in "blocking the market" as referred to in Section II, 15.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature _____ Authorized Signor's Title _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ STATE: _____ ZIP: _____

On the ____ day of _____, 2016, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

Form P37-A

APPENDIX B: SAMPLE P-37

FORM NUMBER P-37 (version 5/8/15)

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		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____			
On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>			
By: _____		On: _____	
1.18 Approval by the Governor and Executive Council			
By: _____		On: _____	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached

and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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