

CCSNH Request for Proposal – Producer Services

Producer Services For Property and Casualty Insurance

Response Due:

3/1/2019

By 2:00 PM EST

BID # CHA19-03

The Community College System of New Hampshire, CCSNH, is requesting proposals to establish a service contract with an insurance producer to act as the Broker of Record on behalf of the CCSNH for securing property and casualty insurance coverage and to provide related services.

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NOTICE

The Community College System of New Hampshire, CCSNH, is requesting proposals to establish a service contract with an insurance producer to act as the Broker of Record on behalf of the CCSNH for securing property and casualty insurance coverage and to provide related services. The contract will run for three years with option to extend an additional term of two years and will include the fiscal years ending on June 30, 2020, June 30, 2021 and June 30, 2022. The proposals shall be in accordance with the conditions and specifications in the request for proposal available on the internet at <http://www.ccsnh.edu/bidding/> or in the CCSNH System Office, 26 College Drive, Concord, NH 03301. All proposals must be in the format specified, enclosed in a sealed envelope and clearly identified with proposal title, name of firms and date of bid opening.

CCSNH will attempt to administer the proposal process in accordance with the terms and dates outlined in the Request for Proposal, RFP. CCSNH reserves the right to modify the activities, time line, or any other aspect of the process as deemed necessary.

By requesting proposals the CCSNH is in no way obligated to award a contract or pay the expenses of proposing institutions in connection with the preparation or submission of a proposal. The award of the contract is contingent on approval from the CCSNH Board of Trustees.

PROPOSAL SUBMITTAL:

All proposals must be typed or clearly printed in ink, and must be received on or before March 1, 2019 by 2:00 PM EST. Interested parties may submit a proposal to the Community College System of NH, 26 College Dr., Concord NH 03301 by email to bthomas@ccsnh.edu or if needed, may fax to (603)271-2725. All proposals must be clearly marked with proposal number, date due and agent's name (Bill Thomas).

The Community College System of NH is not responsible for proposals not received due to equipment failure, mail delays, etc. If you want to ensure your proposal was received please verify by calling Bill Thomas at (603)230-3516.

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I - PURPOSE

The purpose of the RFP is to secure services from one assigned producer for the acquisition of property and casualty insurance coverage. “Insurance Producer” is defined as a person required to be licensed under the laws of this state to sell, solicit or negotiate insurance.” See RSA 402-J:2 (V). “Person” is defined as “an individual or business entity.” See RSA 402-J:2 (XII). Items not expressly stated herein, but necessary to achieve the intent, are understood to be covered by the general specifications or instructions.

The Producer shall act as a representative of the CCSNH and solicit insurance, rather than selling insurance to the CCSNH on behalf of insurance companies.

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II – ESTIMATED TIMETABLE/SCHEDULE OF EVENTS

<u>Description</u>	<u>Date</u>
RFP released	February 8, 2019
Deadline for inquiries, Questions and/or proposed specification changes	February 15, 2019
Proposal Due Date	March 1, 2019 by 2:00 PM EST
Evaluations Completed	March 8, 2019
Recommendation to Board of Trustees/Chancellor	March 21, 2019

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III - BACKGROUND

Governance

The Community College System of New Hampshire, CCSNH, was established as a body politic and corporate under the terms of RSA 188-F in 2007. The governance is vested in a single Board of Trustees. The Board is its policy-making and operational authority. The Board of Trustees has 24 voting members who are appointed by the Governor with the consent of the Executive Council.

CCSNH is operated by the chancellor, who is the chief executive officer of the community college system and seven college presidents, who serve as the chief academic and administrative officers of their respective colleges.

Campuses

The CCSNH includes 7 colleges, 5 academic centers and an administrative system office. The colleges are located in Berlin, Claremont, Concord, Laconia, Manchester, Nashua and Portsmouth. The academic centers are located in Keene, Littleton, Lebanon, North Conway and Rochester. The administrative system office is located in Concord.

Employees

CCSNH employs approximately 664 full-time and 387 part-time personnel as well as 1,126 adjunct faculty. All colleges are accredited.

Enrollment

Student enrollment by college, as of January 2019, is shown below.

Great Bay Community College	2,913
Lakes Region Community College	1,248
Manchester Community College	4,289
NHTI, Concord's Community College	4,690
Nashua Community College	2,618
River Valley Community College	1,483
White Mountains Community College	<u>1,093</u>
Total Student Enrollment	18,008

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IV – BID INSTRUCTIONS AND CONDITIONS

A. PROPOSAL CONDITIONS FOR THE CCSNH

1. INSTRUCTIONS TO VENDORS

Read the entire RFP prior to filling it out. In the preparation of your proposal response, you shall complete all sections of the RFP and submit your Proposal by the stated submission Deadline.

All companies, producers, agents or underwriters submitting a proposal response are construed to have agreed to all terms and conditions set forth in the RFP. **This RFP may not be altered or modified except by the CCSNH.**

2. REQUIRED CONTRACT TERMS AND CONDITIONS

The form contract, General Terms and Conditions, attached hereto as Appendix A shall be a part of this proposal and contains the general terms and conditions governing work performed under the resulting contract, the nature of the working relationship between the CCSNH and the producer and specific obligations of both parties.

The successful vendor and the CCSNH, following notification of selection for award, shall promptly execute this form 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 General Terms and Conditions, the successful vendor shall promptly provide the required documentation needed for Chancellor/Board approval. Such documents shall include, but may not be limited to, an original Certificate of Good Standing and a Certificate of Insurance.

- a. The Certificate of Good Standing must be dated April 1, 2018, 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.
- b. The producer's certificate of insurance shall contain coverage limits outlined in the General Terms and Conditions and limits for errors and omissions/professional liability coverage in the amount of \$5 (five) million per claim and \$10 (ten) million in the aggregate.

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Unless the successful vendor returns the above-mentioned documents to the CCSNH within ten business days following notification of selection for award, the CCSNH reserves the right to award the contract to the next conforming applicant.

3. VENDOR RFP INQUIRIES, QUESTIONS AND PROPOSED SPECIFICATION CHANGES

All questions regarding this RFP, including inquiries, questions, clarifications and proposed specification changes, shall be submitted to Bill Thomas, Director of Risk Management, at bthomas@ccsnh.edu. **All questions shall be submitted in writing via e-mail no later than February 15, 2019, 5:00 P.M. E.S.T.** The vendor shall include complete contact information including the vendor's name, telephone number, fax number, and e-mail address. The CCSNH shall attempt to provide any assistance or additional information of a reasonable nature, which might be required by interested producers.

RFP inquiries shall be submitted by an individual authorized to commit the organization to provide the services necessary to meet the requirements of this RFP.

4. RFP DELIVERY/SUBMITTAL

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

- a. RFP responses shall be submitted in a sealed envelope or package.
- b. All proposals must be typed or clearly printed in ink and must be received on or before the date and time specified on page 4 of this RFP. Interested parties may submit a proposal to the Community College System of NH, 26 College Dr., Concord NH 03301 by email to bthomas@ccsnh.edu or if needed, may fax to (603)271-2725. All proposals must be clearly marked with proposal number, date due and vendor/producer's name.
- c. The Community College System of NH is not responsible for proposals not received due to equipment failure, mail delays, etc. If you want to ensure your proposal was received please verify by calling Bill Thomas at (603)230-3516.

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- d. All communication in connection with this RFP shall be in writing and directed to Bill Thomas, CCSNH, 26 College Drive, Concord, NH 03301. All questions and responses shall be posted on the CCSNH website. The name of the vendor inquiring will not be disclosed.
- e. The proposal shall be sealed, signed by an individual authorized to sign for the firm and include one original, four paper copies and one electronic copy.
- f. The proposal shall present information in the same sequence as asked for in the RFP.
- g. Any erasures or handwritten changes on the proposal shall be initialed by the individual signing the proposal.

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V - PREPARATION OF PROPOSAL

A. General Requirements

1. Modifications to Proposal
 - a. CCSNH may modify the RFP before the scheduled due date. If so, modifications will be posted to the CCSNH website.
 - b. Vendors will be allowed to modify their proposals if necessary through the due date.
 - c. Vendors may withdraw their proposals prior to the submission deadline.
2. Right to Reject
 - CCSNH reserves the right to reject any and all proposals or to negotiate separately with any vendor when it is in the best interest of CCSNH to do so.
3. Oral Presentations
 - Vendors might be asked to make an oral presentation to the review committee however, this step will be for finalists and the proposals, as submitted, should be complete.
4. Cost of Proposal
 - CCSNH will not be responsible for expenses incurred preparing and submitting the proposal. Such costs shall not be included in the proposal.
5. Validity of Proposal
 - The proposal shall include language indicating the proposal is valid for at least 60 days from the RFP due date.
6. Public Disclosure
 - Any information contained in the proposal that a vendor considers confidential must be clearly designated. Marking of the entire proposal or entire section of the proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this proposal to the contrary, vendor pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders.
 - Generally, each proposal shall become public information upon the effective date of all resulting contracts or purchase orders; however, to the extent consistent with applicable state and federal law and regulations, including, but not limited to, RSA Chapter 91-A (Right to Know Law), CCSNH shall endeavor to maintain the confidentiality of portions of the proposal that is clearly and properly marked confidential. If a request is made to CCSNH to view portions of a proposal that a vendor has properly and clearly marked as confidential, CCSNH will notify vendor of the request and of the date that CCSNH plans to release the records. By submitting a proposal, vendors agree that unless the vendor obtains a court order,

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at its sole expense, enjoining the release of the requested information, CCSNH may release the requested information on the date specified in the CCSNH's notice without liability to the vendors.

B. Specific Requirements

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of vendors seeking to act as the Broker of Record on behalf of the CCSNH for securing property and casualty insurance coverage and to provide related services. The technical proposal should demonstrate the qualifications of the vendor and the staff to be assigned. It should also specify an approach that will meet the RFP requirements. The proposal should address all the points outlined in the RFP and be prepared simply and economically providing straightforward and concise description of the firm's capabilities to satisfy the terms of the RFP.

The proposal shall include the following:

1. Conflict of Interest
 - An affirmative statement that the vendor is independent and has no conflict of interest with the CCSNH.
2. License to Practice
 - An affirmative statement that the vendor is licensed in New Hampshire.
3. Deliverables
 - A statement of the vendor's understanding of the services and deliverables to be provided.
4. Vendor Profile
 - a. The proposal shall state the size of the company.
 - b. The office(s) from which personnel will be assigned to work on CCSNH policies and that office's recent experience with higher education insurance coverage.
 - c. The firm shall identify the principal supervisory and management staff and other supervisors and specialists who would be assigned to the engagement and their experience with higher education insurance coverage.
5. References
 - A list of references to include recent clients that we may contact to determine the vendor's ability to provide the services requested in the RFP.
6. Cost
 - Annual Broker Service Fee

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VI– ELIGIBILITY CRITERIA

All Proposals shall meet or exceed the eligibility criteria contained in this RFP. Proposals that are not in compliance with the eligibility criteria shall be deemed non-responsive.

The vendor shall have a current New Hampshire resident business entity producer license.

The lead staff member who will be designated CCSNH contact and at least one other staff member shall have current New Hampshire resident individual producer licenses. See NH RSA 402-J.

Proposals will only be considered from vendors that have a minimum of five years of educational institution experience in providing similar services requested by this RFP to a client of approximately the same size and insurance profile as the CCSNH.

The producer shall provide a single point of contact as the lead staff member on the CCSNH account. The lead staff member should have a minimum of five years of commercial industry experience. The producer must commit that the lead staff member identified will perform the assigned work. Provide resume(s) or description of the lead staff member and other key staff including, but not limited to, education, experience, certifications/licenses, length of time employed by producer.

The vendor 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 successful vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, its proposal, and any resulting contract. Upon contract award and prior to providing any services to the CCSNH, any subcontracted producer shall first be approved by the CCSNH. The producer shall remain wholly responsible for performance under the contract and will be considered the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any contract.

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VII– AWARD CRITERIA

This contract will not be awarded solely based on price. The CCSNH reserves the right to accept or reject any or all of the proposals. A contract award, if any, shall be made to the vendor meeting the criteria established in the proposal specifications detailed in Section VIII and proposal review committee recommendation. The committee will make a recommendation based on the experience of the firm, the experience of assigned personnel, work with similar clients, and cost. No single factor will determine the final award decision. CCSNH will negotiate with the successful firm to determine final price and contract form.

The CCSNH intends to pay the vendor a fee instead of a commission. The vendor shall provide a fixed price amount for each year representing the fee on the quotation worksheet in Section XI of this RFP. The annual fixed price fee represents the full cost of all services specified in Section VIII including hourly rates, staffing, administration costs, travel costs and any other applicable costs in performing this contract.

Before submitting a proposal, vendors are encouraged to review the current insurance policies and related loss history to have ascertained pertinent information relating to the services required under this RFP. The act of submitting a proposal is to be considered full acknowledgment that the vendor is familiar with the CCSNH's insurance policies and requirements of these specifications.

The award of any contract shall be subject to the proper execution of all contract documents. The CCSNH may cancel the RFP and/or reject any proposals at any time prior to the final execution of a contract. The CCSNH reserves the right to accept all Proposals or parts of Proposals, with or without cause, and in such event the vendor submitting a Proposal makes such a Proposal and submission without recourse.

BID RESULTS:

Proposal results may be viewed when available, once the award has been made, on our web site only at: www.ccsnh.edu/closed-bids.

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VIII– PROPOSAL SPECIFICATIONS

The assigned producer shall act as the broker of record on behalf of the CCSNH for soliciting and negotiating property and casualty insurance coverage and providing related services as specified in this RFP.

The scope of services shall include an annual comprehensive insurance risk assessment of the CCSNH, insurance policies/coverages/endorsements identified through the annual assessment process both parties agree align with CCSNH’s Enterprise Risk Management methodology (ERM), the solicitation of insurance coverage from insurance companies as a representative of the CCSNH, and general administration of the account for the insurance policies show in Appendix B.

The CCSNH shall contract directly with insurance carriers for insurance coverage and related services. Any contracts between the CCSNH and insurance carriers shall be submitted for CCSNH Risk Management and Finance approval.

Specific responsibilities shall include but not be limited to:

A. RISK ASSESSMENT

The producer shall identify, evaluate and assess the risks facing the CCSNH. The CCSNH seeks to have the producer give professional advice on the CCSNH’s total cost of risk, assist Risk Management with the identification and management of system-wide risks and secure coverage based on those needs in a cost-effective manner. The report shall include the topics covered in this section.

In particular, the producer shall:

1. Identify, prioritize and address CCSNH risks. Review schedules, inventories and property values and any other information the producer and Risk Management believe would be helpful to the analysis. Risk Management will facilitate the producer’s access to CCSNH insurance documents, internal operations and personnel so that the producer has enough information to complete this report. Please note that the producer is not required to visit campuses to prepare the risk assessment.
2. Present options on policies, coverage, bundling, limits, retention levels, stop-loss limits and deductibles and/or alternative risk mechanisms.
3. Evaluate appropriateness of alternative financing mechanisms such as partial or total self-funding.
4. Provide benchmarking and best practices on the current state of insurance market for the class of business and lines of coverage.

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5. Issue a risk assessment report by December 1, 2019.
6. Issue a risk assessment updated report by December 1, 2020 and December 1, 2021.

The risk assessment is confined to traditional risk management and the policies currently managed by CCSNH Risk Management; however, it is expected that the Producer may address exposures and risks that are not currently covered by insurance policies, such as student health/accident coverage programs for example.

B. SECURE INSURANCE COVERAGE

The producer will provide placement and maintenance of all 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 CCSNH. The producer's authority extends to all insurance policies listed in Appendix B which have expired between this contract effective date of July 1, 2019 and June 30, 2022.

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 Risk Management 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 in writing).
5. Bundle policies for cost savings and efficiencies whenever possible.
6. Review policy and any endorsements for changes and possible coverage enhancements to be incorporated at renewal.
7. Risk Management may ask the producer to secure insurance coverage on CCSNH risks that are not currently insured and not shown on the insurance inventory list in Appendix B. The producer shall be willing to secure insurance coverage for these new risks in a timely manner.
8. Keep abreast of changes in policy language through national underwriting organizations and inform Risk Management of any significant developments that are relevant to the CCSNH insurance program.

Specific steps shall include, but are not limited to, the following:

Once quotes are submitted and any negotiations have taken place, the producer shall analyze, evaluate and recommend insurance options based on the most favorable pricing, coverage

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terms and limits of liability. The CCSNH reserves the right to negotiate directly with the insurance company.

The CCSNH will have the final decision on which insurance company with whom the CCSNH will contract.

The producer shall agree that the writing broker keeps the full commission earned on policies they have placed prior to the contract effective date or July 1, 2019, whichever is later. Any commissions or fees paid to the writing broker are in effect until the termination date of the particular insurance policy. The writing broker will continue to service policies until each policy expiration date. There will be no interruption of existing insurance policies. The writing broker is the broker or producer that secured an insurance policy for the CCSNH prior to this contract's implementation.

C. QUOTATION ANALYSIS REPORT

Once bid results from insurance companies are received by the producer, the producer shall issue a quotation analysis report to CCSNH Risk Management, for the policies listed in Appendix B which have expired between this contract effective date of July 1, 2019 and June 30, 2022, with a recommendation for award. The CCSNH encourages the producer to access as many viable markets as possible in order to obtain the most favorable and competitive quotations.

The report shall:

1. Assess insurance company stability, solvency and service records.
2. Be issued no later than 60 days prior to policy expiration.
3. Identify which markets were approached, their quotation or declination and reason, premium, specimen policy language and producer's recommendation.
4. If the producer recommends an insurance company that is not the lowest bidder, the producer must provide a detailed justification for the recommendation. Factors to be considered in evaluating coverage are the cost, coverage terms and insurance limits.
5. The CCSNH will have the final decision on the insurance company with whom the CCSNH will contract.

D. ADMINISTRATION

Administration services shall be provided by the producer in accordance with the standards currently in use by NH producers of comparable size.

The services include but are not limited to:

1. Prepare invoices to CCSNH Risk Management for payment of insurance policy premium.

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2. Issue certificates of insurance
3. Timely delivery of binders, policies and endorsements
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. Host an annual meeting to review the account on a global basis, determine goals for the upcoming year and review accomplishments of the past year.
6. Agree to provide CCSNH Risk Management or designee with access to producer's working files on CCSNH accounts upon request and/or upon contract termination.

The producer shall at its own expense provide all personnel, materials and resources necessary to perform the services under the contract. The producer shall 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. Producer's personnel shall have a strong dedication to excellent customer service in all aspects of its dealings with CCSNH employees.

The CCSNH reserves the right to require the producer to remove and/or reassign any employee, including the lead staff member, from the CCSNH account due to unacceptable job performance. The CCSNH retains the right to approve any replacement employee(s).

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IX– EVALUATION

The proposals will be evaluated by a CCSNH committee formed for that purpose. The committee might request a meeting with the firm to clarify information presented in the proposal. CCSNH will not be responsible for any costs incurred by the firm related to the meeting.

The committee will make a recommendation based on the experience of the firm, the experience of assigned personnel, work with similar clients, services offered, training programs and resources available and cost. No single factor will determine the final award decision. CCSNH will negotiate with the successful firm to determine final price and contract form.

The weighted scoring criterion is based upon the following:

- **Total Cost (22 points)** – This category evaluates the overall fees quotes, the fees schedule and any retainers required to supply the services anticipated herein, more specifically, the total cost of insurance package and broker service fee. The proposer shall provide a complete breakdown of costs to provide the anticipated services. The broker service fee cost may be either an annual flat fee arrangement or an alternative fee arrangement. The proposer shall include how that fee is determined, i.e. approximate number of hours, skill level or position of the hours proposed and the per hour rate for each skill level.
- **Credentials (24 points)** - This category will consider the proposer’s qualifications demonstrated through data and example their verifiable experience administering and managing risk exposures in higher education or a similar account. The proposer shall demonstrate experience in providing ongoing information on the status of the insurance industry and the status of legislation, case law, regulation or other developments that can or could have an effect on CCSNH’s overall insurance package. The proposer shall also demonstrate compatibility thorough ethical & professional business practices, access to insurance markets and through demonstrating their financial stability and scale.
- **Service/Technical Capability (42 points)** - This category will consider the proposer’s response in indicating the importance and significance of CCSNH’s account demonstrating how its organization can meet CCSNH’s service requirements including: Providing a lead Account Executive and dedicated team with staff expertise. Providing analysis and review, as needed, of carrier rating methodology, policies and procedures and make recommendations as warranted. Providing ongoing review of coverage provided by insurance carriers. Vetting policy, procedural and operational questions. Conducting risk analysis, forecasting and allocation. Analyzing and assisting on matters of proper insurance coverage requirements in contracts. Providing dedicated liability, workers’ compensation claims and property consulting services including in-house claims management, risk management/loss control/environmental health & safety consultation. Providing claims assistance and follow up with carriers. Providing administrative

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assistance, issuing changes in coverage and invoices. Developing, issuing, and maintaining certificates of insurance. Monitoring loss reports. Provide or direct risk control consulting services via carriers. Coordinating matters of safety/loss control and in the development of loss prevention materials with carriers.

- **Training Programs and Resources Available (12 points)** - This category will consider the proposer's response in sharing its state of the art resources, demonstrating its ability to assist in development of new programs as well as make available internet risk management system training resources, sample policy language, best practices, on-line training tools.

The committee will present its recommendation to the Board of Trustees for final approval following the successful verification and review of several of the proposer's higher education institution client references.

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X– INVOICING

The Producer shall submit quarterly invoices to be paid in equal amounts over the annual contract term beginning on October 1, 2019, October 1, 2020 and October 1, 2021.

The mailing address is:

Community College System of New Hampshire
Director of Risk Management
26 College Drive
Concord, NH 03301

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XI – QUOTATION WORKSHEET/OFFER

BINDING PRICE OFFER BEARING AUTHORIZED SIGNATURE OF VENDOR

Property and Casualty Insurance Producer Services

The Producer shall provide an annual fixed price fee, described in Section VII, Award criteria, for each year of the contract. The CCSNH will not pay commission to the producer for services rendered under this contract.

Do not modify this section. Any modifications to this section will disqualify the proposal.

Description	Year One July 1, 2019 or upon Board/Chancellor approval, whichever is later, to June 30, 2020	Year Two July 1, 2020 to June 30, 2021	Year Three July 1, 2021 to June 30, 2022	Total for three (3) Year Contract Period
Total Fee				* \$
By Year				

* Total contract award

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XII – APPENDICES

Appendix A	CCSNH General Terms and Conditions
Appendix B	Insurance Policy Inventory

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Appendix A

CCSNH General Terms and Conditions

SUBJECT: Producer Services for Property & Casualty Insurance

AGREEMENT

The Community College System of NH and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 Entity of CCSNH		1.2 Entity of CCSNH Address 26 College Drive Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone	1.6 Account Number	1.7	1.8
1.9 Contracting Officer for Entity of CCSNH Ross Gittel		1.10 Entity of CCSNH Phone Number 603-230-3500	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
<p>1.13 Acknowledgement: State of _____ , County of _____</p> <p>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.</p>			
1.13.1 Signature of Notary Public or Justice of the Peace			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 Entity of CCSNH Signature		1.15 Name and Title of Signatory for Entity of CCSNH	

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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

The Community College System of NH, acting through the College or Chancellor's Office identified in block 1.1 ("Entity"), 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, this Agreement, and all obligations of the parties here under, shall not become effective until the date the CCSNH Chancellor, College President or his/her designee approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services and/or purchases Goods prior to the Effective Date, all Services performed and Goods purchased 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 Community College System of NH 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 and/or deliver all Goods by the Completion Date specified in block 1.7.

4. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

4.1 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.

4.2 The payment by the Community College System of NH 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. The Community College System of NH shall have no liability to the Contractor other than the contract price.

4.3 The Community College System of NH 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.

4.4 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 without executing a duly authorized Amendment.

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

5.1 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. In addition, the Contractor shall comply with all applicable copyright laws.

5.2 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.

5.3 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.

6. PERSONNEL.

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

6.2 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 Community College System of NH employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

7. EVENT OF DEFAULT/REMEDIES.

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

7.1.1 failure to perform the Services and supply Goods satisfactorily or on schedule;

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

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

7.2 Upon the occurrence of any Event of Default, the Community College System of NH may take any one, or more, or all, of the following actions:

7.2.1 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;

7.2.2 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 Community College System of NH determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

7.2.3 set off against any other obligations the Community College System of NH may owe to the Contractor any damages the Community College System of NH suffers by reason of any Event of Default; and/or

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

8. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION

8.1 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.

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

8.3 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 Community College System of NH.

9. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services and/or delivery of Goods, 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/or Goods delivered, 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.

10. CONTRACTOR’S RELATION TO THE COMMUNITY COLLEGE SYSTEM OF NH.

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 Community College System of NH. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the Community College System of NH or receive any benefits, workers’ compensation or other emoluments provided by the Community College System of NH to its employees.

11. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the Community College System of NH.

12. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the Community College System of NH, its directors, officers and employees, from and against any and all losses suffered by the Community College System of NH, its directors, officers and employees, and any and all claims, liabilities or penalties asserted against the Community College System of NH, its directors, 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. This covenant in paragraph 12 shall survive the termination of this Agreement.

13. INSURANCE.

13.1 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:

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

13.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

13.2 The policies described in subparagraph 13.1 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.

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13.3 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

14. WORKERS' COMPENSATION.

14.1 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*").

14.2 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 Community College System of NH 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.

15. WAIVER OF BREACH. No failure by the Community College System of NH 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 Community College System of NH to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

18. 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.

19. 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.

20. 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.

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

22. 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.

23. 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.

24. JURISDICTION. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of the State of New Hampshire.

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Contractor Name:
Contractor Phone #:
Contractor Address:

EXHIBIT A **SCOPE OF SERVICES**

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Contractor Name:
Contractor Phone #:
Contractor Address:

EXHIBIT B **CONTRACT PRICE AND METHOD OF PAYMENT**