



State of New Hampshire

REQUEST FOR PROPOSAL

for

Group Life Insurance

RFP # 495-27

RESPONSE DUE BY:

July 8, 2026 at 2:00 PM Eastern Time (ET)

**Department of Administrative Services
Division of Risk and Benefits**

TABLE OF CONTENTS

Table of Contents	i
Section I: INTRODUCTION	1
A. Background	1
B. Objective	2
C. Contract Term, Implementation and Payment	2
Section II: BIDDING INSTRUCTIONS AND CONDITIONS	3
A. Proposal Conditions for The State of New Hampshire, Department of Administrative Services, Division of Risk and Benefits	3
B. RFP TIMETABLE	9
C. PROPOSAL CLOSING VIA MICROSOFT TEAMS.....	10
D. EVALUATION PROCESS.....	10
E. BIDDER CONTACT	15
Section III: REQUIRED SERVICES AND CONTRACT TERMS	16
A. Plan Design and Eligibility	16
B. Implementation.....	17
C. Service Requirements.....	18
Section IV: TECHNICAL.....	20
A. Your Firm, Background and Experience.....	20
B. Administration and Account Management.....	21
C. Implementation, Enrollment and Communications.....	22
D. Claims Administration	23
E. Reporting.....	25
Section V: PERFORMANCE GUARANTEES	26
Section VI: CLIENT REFERENCES	27
Section VII: FINANCIAL	28
A. Premium Rate Table.....	28
APPENDICES — GROUP INFORMATION	29
APPENDIX A: REQUESTED PLAN DESIGNS	30
APPENDIX B: REQUESTED PLAN DESIGNS FORM	32

APPENDIX C: SONH LIFE RFP DATA..... 33

APPENDIX D: STATE OF NH TRANSMITTAL LETTER..... 34

APPENDIX E: P-37 FORM CONTRACT 35

APPENDIX F: REQUIRED PROTECTION OF CONFIDENTIAL INFORMATION AND DATA SECURITY 39

APPENDIX G: PARTICIPATING BIDDER AGREEMENT (PBA)..... 42

SECTION I: INTRODUCTION

This Request for Proposal (“RFP”) is issued by the Department of Administrative Services (DAS), acting through the Division of Risk and Benefits, for the procurement of group life insurance coverage as described herein. We request that all bidders follow the instructions outlined in this RFP and complete all questions and tables.

A. BACKGROUND

The State is seeking a proposal to provide Group Term Life Insurance for the State’s eligible full-time employees as outlined below.

Coverage	Benefit	Cost Share
Basic Life	\$50,000	100% State Paid
Basic AD&D	Choice of \$20,000 or \$25,000 (Guaranteed Issue Amounts)	100% Employee Paid
Supplemental Basic Life (No AD&D) - Employee	\$5,000 (Guaranteed Issue Amount) and/or	100% Employee Paid
Supplemental Life with AD&D - Employee	1x, 2x, 3x. or 4x Salary up to \$1,000,000 1x Salary (Guaranteed Issue Amount)	100% Employee Paid
Supplemental Life (No AD&D) - Spouse	\$10,000 and/or	100% Employee Paid
Supplemental Life with AD&D - Spouse	Choice of \$25,000, \$50,000, \$75,000 or \$100,000 \$25,000 (Guaranteed Issue Amount)	100% Employee Paid
Child(ren) Life (No AD&D)	\$3,000 per child	100% Employee Paid

Additional details regarding State employee benefits are contained in the attached Plan Documentation.

There are approximately 10,050 employees enrolled in the Basic Life coverage which is paid for by the State based on the census information.

The current census enrollment and volume by coverage is as follows:

Coverage	Benefit Amount	Enrollment	Volume*
Employer Paid			
Basic Life - Employee	\$50,000	10,050	\$502,500,000
Employee Paid			
Basic AD&D - Employee	\$20,000 or \$25,000	4,481	\$108,770,000
Supplemental Basic Life (No AD&D) - Employee	\$5,000 and/or	3,135	\$15,675,000
Supplemental Life with AD&D - Employee	1x – 4x Salary up to \$1,000,000	2,513	\$317,618,000
Supplemental Life (No AD&D) - Spouse	Option 1: \$10,000 and/or	606	\$5,890,000
Supplemental Life with AD&D - Spouse	Option 2: \$25,000, \$50,000, \$75,000, or \$100,000	1,979	\$79,700,000
Child(ren) Life (No AD&D)	\$3,000	2,064	\$6,192,000

*Volume includes age reduction benefits at 70 for: Supplemental Life with AD&D Employee 1x-4x Salary, Spousal Life No AD&D \$10,000, Spousal Life with AD&D \$25,000, \$50,000, \$75,000 or \$100,000.

Voya Financial (ReliaStar Life Insurance Company) has provided life insurance coverage to active full-time employees since 2021.

B. OBJECTIVE

The State is seeking bids from organizations to provide a non-participating/prospectively rated fully insured Life/AD&D insurance program. It is the intent of the State to continue to provide the current benefit offerings to full-time eligible employees. **Due to the existence of collective bargaining agreements, the State requires bidders to duplicate the benefit plans as closely as possible.**

C. CONTRACT TERM, IMPLEMENTATION AND PAYMENT

The State seeks to contract with a qualified Vendor that will offer a five-year contract commencing January 1, 2027 through December 31, 2031, upon approval from the Governor and Executive Council (G&C) with the option to extend for up to two additional years as mutually agreed and approved by the Governor and Executive Council. The insurance services outlined in this RFP shall commence on January 1, 2027. Implementation activities shall commence within seven (7) days of G&C approval or September 1, 2026, whichever is later. Payments for contractual services shall commence January 1, 2027, and shall not be made during the implementation period.

SECTION II: BIDDING INSTRUCTIONS AND CONDITIONS

A. PROPOSAL CONDITIONS FOR THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF RISK AND BENEFITS

1. RFP SCOPE

The Department of Administrative Services, Division of Risk and Benefits, is soliciting proposals for its fully insured life insurance program, summarized in SECTION I.A., and further described in these procurement documents.

2. MANDATORY INSTRUCTIONS FOR BIDDERS

It is required that you complete all sections of the RFP and provide your proposal by the stated proposal submission deadline. **Do not alter any parts of this RFP, including the questions and the question numbering.**

Failure to follow these instructions may be grounds for rejection of your RFP response.

A. Request for Proposal (RFP) Point of Contact and Inquiries

- a. Any inquiries or requests pertaining to this RFP, whether verbal or written, including questions related to the form contract P-37 and Business Associate Agreement, must be submitted in writing to following contact:
Ryan Fuller Christopher.R.Fuller@das.nh.gov
From release of this RFP until an award is made and announced regarding the selection of a bidder, all communication with personnel employed by or under contract with the State regarding this RFP is prohibited unless first approved by the point of contact above. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any bidder during the selection process, unless otherwise authorized by the point of contact. Bidders may be disqualified for violating this restriction on communications.
- b. All questions must be submitted in writing prior to the deadline for Bidder Inquiries and/or Requests for Clarification (June 24, 2026 at 3:00 ET). The questions will be consolidated and/or paraphrased and responded to via a written addendum, or addenda that will be posted on the State's website on or before June 26, 2026. Note that this date is subject to change at the State's discretion.
- c. In response to requested exceptions to the P-37, the State will review requested exceptions and accept, reject or note that it is open to discussion of the proposed exception with the selected Bidder at its sole discretion. **Questions about or requested exceptions to the RFP, P-37, and/or any relevant attachments not raised during the inquiry period are waived.** Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State.
- d. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries as it deems appropriate.
- e. RFP inquiries must be submitted by an individual authorized to commit the organization to provide the services necessary to meet the requirements of this RFP. The Bidder must include complete contact information including the Bidder's name, title, telephone number, and e-mail address.

B. Bidder Requests for Plan Data

Appendix G is a Participating Bidder Agreement (PBA) which must be completed and sent to Ryan Fuller at Christopher.R.Fuller@das.nh.gov to obtain data and attachments referred to in Appendix C.

Upon receipt of a Bidder's signed PBA (Appendix G), the State will provide the data securely.

Access to this data via secure workspace shall only be provided to prospective Bidders who manifest a reasonable likelihood of meeting the minimum qualifications of this RFP.

3. ADDENDA

In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled proposal submittal deadline, the Division of Risk and Benefits shall post any Addenda on the State's bidder website. In the event of an addendum/addenda to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate. Before your submission and periodically prior to the RFP closing, check the website for any addenda or other materials that may have been issued affecting the RFP. The web site address is <https://das.nh.gov/purchasing/vendorresources.aspx>.

4. BIDDER CERTIFICATIONS

All Bidders must be duly registered as a Bidder authorized to conduct business in the State of New Hampshire. Bidders shall comply with the certifications below at the time of submission and through the term of any contract which results from said proposal. Failure to comply shall be grounds for disqualification of proposal and/or the termination of any resultant contract.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Bidders must have a completed Bidder Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>.
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), **will ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://www.sos.nh.gov/corporations-0>

5. PUBLIC DISCLOSURE

a. Disclosure of Information Submitted in Response to RFP

Information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, etc.), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under the State's Right-to-Know law, RSA 91-A.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a bidder believes any information submitted in response to this RFP should be kept confidential, the bidder must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the bidder claims must be exempt from disclosure as "CONFIDENTIAL." Bidders must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section

of the information you consider to be confidential, commercial, or financial and providing your rationale for each designation. Bidders must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.” Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State.

Submissions which do not conform to these instructions by failing to include redactions and related reasons for redaction, or a letter indicating the proposal does not include any confidential information, or by including redactions which are contrary to these instructions or operative law **may be rejected by the State as not conforming to the requirements of the proposal.**

Pricing, which includes but is not limited to fully insured rates and performance guarantees, in your proposal or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a Bidder's designations, the State is obligated by the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of your proposal, or if the State otherwise wishes to make your proposal public, the State shall first assess what information it is obligated to release. If you have not provided redactions in your proposal, the State will release the proposal in its entirety with only the redactions the State deems necessary (if any). If you have provided redactions in your proposal, the State will notify you that a request has been made or that the State wishes to make your proposal public. The State will indicate what, if any, information it has assessed is confidential and will not be released and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a Bidder must obtain and provide to the State, prior to the date specified in the notice, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information.

By submitting a proposal, you acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with your designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to you.

6. ELECTRONIC POSTING OF RESULTING CONTRACT

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the State will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services, the State will post the name and rank or score of each Bidder.

Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including any resulting contract, on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a proposal,

Bidder acknowledges and agrees that, in accordance with the above-mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online.

7. TERMS OF SUBMISSION

The State assumes no responsibility for understandings or representations made by its officers or employees prior to and in the event of the execution of a contract, unless such understandings or representations are specifically incorporated into this RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of this RFP unless confirmed in writing. Any information provided by the Bidder verbally shall not be considered part of that Bidder's response. By submitting a proposal, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation of or in connection with the proposal, or for work performed prior to the effective date of a resulting contract. Proposals must be valid until the effective date of any resulting contract.

8. SUBMISSION FORMAT

Instructions, formats, and approaches for the development of RFP information contained within the RFP are designed to ensure that the submission of data essential to the understanding of the Vendor's response is received in a consistent and comparable format.

Your RFP response must be clearly sectioned and tabbed as outlined within this RFP document. (e.g. Section II. Step 1, Step 2, etc.) There is no intent to limit the content of the responses in other than the Vendor's favor, only to assist the evaluation committee in reviewing each response.

9. PROPOSAL SUBMISSION DEADLINE

All RFP submissions must be received at the Bureau of Purchase and Property electronically via email **no later than 2 p.m. ET on July 8, 2026**. Submissions received after the date and time specified will be marked as late and will not be considered.

Proposals shall remain valid from the proposal submission deadline for one hundred and eighty (180) days, or until contract approval by Governor and Executive Council, whichever is later. A complete RFP submission will include responses to all sections of the RFP, including a complete response to the financial section. Incomplete submissions will not be considered.

A Bidder'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 (1) proposal per respondent shall be submitted.

10. RFP DELIVERY

Bidders shall submit their proposal via email to:

- NH.Purchasing@DAS.NH.Gov labeled with the following information:

State of New Hampshire RFP #495-27

Due Date: July 8, 2026 by 2:00 PM (ET)

Group Life Request for Proposals

Bidders are encouraged to confirm delivery of their submissions by calling (603) 271-2201 or by emailing NH.Purchasing@DAS.NH.Gov.

RFP responses must include:

- One (1) complete electronic version of your RFP with responses to all questions in Sections II to VII, Appendices of this RFP, and any addenda and attachments. If you PDF your response, it must be a searchable document. The price proposal must be submitted electronically in the excel format provided with the RFP.
- One (1) redacted electronic copy of your entire RFP response, including a letter identifying confidential information as applicable.
- Your RFP response must include Appendix D State of NH Transmittal Letter, signed by a person authorized to bind the company to all commitments made in the RFP response. Failure to submit the Transmittal Letter with your response will result in rejection of your response.

The State shall not be held liable for any costs incurred by the Bidder in preparing or submitting an RFP response.

11. ADDITIONAL INFORMATION

The State reserves the right to:

- Make a written request for additional information from a Bidder to assist in understanding or clarifying a proposal response.
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State.
- Omit any planned evaluation step if, in the State's view, the step is not needed.
- Reject any and all proposals, or any part thereof. Note that participating in this RFP process in no way obligates the State to pursue a contract with any of the Bidders participating in the RFP.
- Make independent investigation in evaluating a proposal.
- Consider available information regarding the Bidder, whether gained from the Bidder's proposal, question and answer conferences, references, or any other source during the evaluation process. This may include, but is not limited to, information from any other state or federal regulatory entity.
- Open contract discussions with the second highest scoring Vendor and so on if the State is unable to reach an agreement on Contract terms with the higher scoring Vendor(s).

12. RESTRICTION OF CONTACT WITH STATE EMPLOYEES

From the release date of this RFP, all contact with the State regarding this RFP, except the point of contact specifically mentioned in Section II.A.2 of this RFP, is prohibited. This prohibited contact includes personnel employed by or under contract with the State. Improper contact is grounds for rejection of your response.

13. CANCELLATION

Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a contract. The State reserves the right, at its sole discretion, to reject any and all proposals, or any portions thereof; to cancel all or any part of this RFP at any time. Cancellation of this RFP, in whole or in part, shall not bar the State from issuing an RFP for the same services or from purchasing the same services through other means.

14. ETHICAL REQUIREMENTS

From the time this RFP is published 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 or has selected, evaluated, or awarded an RFP, or similar submission. Any Bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such Bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency.

15. SUBCONTRACTING

Contractor may perform certain services hereunder through one or more of its subsidiaries or affiliates. However, pursuant to Section 12 of the form contract P-37, subcontracting of services shall require prior approval by the State. If Bidder plans to utilize subcontractors for any portion of the Group Life RFP identified in this RFP, please include the subcontractor information, an outline of the services or functions in which Bidder would plan to subcontract, the length of your relationship with the subcontractor, and a brief company profile. A list of these subcontractors shall be attached to the contract with the selected Contractor and shall constitute prior approval by the State (of those subcontractors) consistent with Section 12 of the form contract P-37.

Contractor may, without prior written approval, contract with third-party vendors to provide information technology support services and other ancillary services, which are not Group Life hereunder, but rather are services that support Contractor's conduct of its business operations.

Contractor shall be accountable for the performance of all subsidiaries, affiliates, partner networks and subcontractors, and shall be responsible for all performance guarantee penalties that may result from underperformance of the subsidiary, affiliate and/or subcontractor.

16. REQUIRED CONTRACT TERMS AND CONDITIONS

The form contract P-37 (attached hereto as Appendix E) shall form the basis for any resulting contract. The successful Bidder and the State, following notification of award, shall promptly execute the P-37 contract, as amended by the parties to incorporate the service requirements of this RFP, price conditions established by the Bidder's offer, and any other reasonable administrative practices and services. In no event is a Bidder to submit its own standard contract terms and conditions as a replacement for one or all of the State's terms in response to this RFP.

The terms of this RFP and the selected Bidder's response will be used to form the terms of any resulting contract. References in the P-37 to Exhibits A, B, and C are references to the required structure of any

resulting contract (Exhibit A - Special Provisions/Amendments to the P-37, Exhibit B - Scope of Services, and Exhibit C - Payment Terms) and are not references to sections of this RFP.

The Bidder will be required to comply with the Required Protection of Confidential Information and Data Security (attached hereto as Appendix F).

State data will not be sold or aggregated for external reporting purposes without first consulting the State.

The State intends to incorporate this RFP and the selected Bidder's response into the resulting contract by reference. In the event there is a conflict between the resulting contract and the selected Bidder's response to the RFP, the term more favorable to the State shall control.

17. DEBARMENT

Bidders who are ineligible to bid on proposals issued by the Department of Administrative Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this RFP.

18. NON-COLLUSION

The Bidder's signature on a proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.

19. PROPERTY OF THE STATE

All material received in response to this RFP shall become the property of the State and will not be returned to the Bidder. Upon contract award, the State reserves the right to use any information presented in any proposal.

20. CHALLENGES TO IDENTIFICATION OF SELECTED VENDOR

Within five (5) business days of the State's posting of the rank or score on its website, Bidders may, in accordance with RSA 21-G:37, request that the agency review its selection process. The request must be in writing and must specify all points on which the Bidder believes the agency erred in its process and shall contain such argument in support of its position as the Bidder seeks to present. In its request for review, a Bidder shall not submit, and the State will not accept nor consider, any substantive information that was not included in the original proposal. The State will respond to the request within five (5) business days of its receipt.

B. RFP TIMETABLE

The following table provides a Timetable for the RFP through contract finalization and approval. The State reserves the right to amend this Timetable at its sole discretion and at any time through a published Addendum.

Action	Due Date (Eastern Time)
RFP Released	June 18, 2026
Deadline for Vendor Inquiries and/or Requests for Clarification and Proposed Specification Changes	June 24, 2026, by 2:00 PM ET

Action	Due Date (Eastern Time)
Response to Vendor Inquiries and/or Requests for Clarification and Proposed Specification Changes	No later than June 26, 2026
Proposal Submission Deadline	July 8, 2026, at 2:00 PM ET
Contract Implementation Period	G&C Approval through December 31, 2026
Contract Effective Date	January 1, 2027

C. PROPOSAL CLOSING VIA MICROSOFT TEAMS

Vendors wishing to attend the proposal closing may do so via Microsoft Teams at the following:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/263897262068088?p=k2za53iRPG6hlMCnT9>

Meeting ID: 263 897 262 068 088

Passcode: ic2xH3su

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 603-931-4944,,836588332#](tel:+16039314944836588332) United States, Concord

[Find a local number](#)

Phone conference ID: 836 588 332#

Join on a video conferencing device

Tenant key: nhgov@m.webex.com

Video ID: 116 724 268 6

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

D. EVALUATION PROCESS

Segal has been retained by the State to assist in the evaluation of each Vendor’s responses for completeness and responsiveness to the RFP and to assist in the review of such responses. The State’s designated evaluation team will review and score Vendor responses and select the highest-ranking proposal. All proposals will be evaluated in accordance with the State procedures set forth in Steps 1 through 4 below.

Proposers are advised that this is not a low bid award and that the scoring of the financial section will be combined with the scoring of the non-financial section to determine the overall highest scoring Vendor.

STEP #1: MINIMUM QUALIFICATIONS

Each proposal shall be evaluated to determine compliance with the State of New Hampshire’s Minimum Qualifications requirements set forth in the RFP. The State may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

Any proposal that fails to meet one (1) or more of the criteria below may be eliminated from further consideration for this contract. Proposals meeting all of the minimum qualifications shall be evaluated in accordance with the State’s selection criteria. Therefore, to receive further consideration, a proposal must

indicate “YES” to confirm each of the following questions and, if applicable, comply fully with the “Submission Requirement(s)” for each qualification.

Minimum Qualifications	Enter Yes or No
<p>1. The Bidder is a NH licensed insurance producer or a NH licensed business entity pursuant to NH RSA 402-J. Submission Requirement: All bids shall include proof of a NH license as issued by the NH Department of Insurance. Proof must be provided for the agent, producer, producer business entity, insurer, underwriter and any authorized person.</p>	
<p>2. The Bidder/bidding entity acknowledges that participation in “blocking the market” or any other non-competitive behavior in order to prevent other potential bidders from full and open competition in responding to this bid is prohibited. Insurance producers 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. Submission Requirement: The bidding entity acknowledges acceptance of these terms by confirming with a “Yes” and attaching the signed Transmittal Letter in Appendix D of this RFP.</p>	
<p>3. The Bidder/bidding entity or insurance carrier’s rating contained in the most recent edition of A.M. Best’s Insurance Reports or its equivalent reflects a rating greater than or equal to a B++ (or its equivalent rating from S&P or Moody’s). Submission Requirement: Proof of rating reflecting most recent date.</p>	
<p>4. The Bidder is able and willing to demonstrate its financial stability. Submission Requirements: a) Bidder’s most recent financial report; b) most recent independent auditor’s report; and c) SSAE 16, SAS-70, or equivalent external audit of Vendor’s operations. Attach to proposal.</p>	
<p>5. The certificate of coverage includes a continuity of coverage “no loss/no gain” provision. Submission Requirement: Per Section III, A, review the existing Certificate of Coverage and complete the “Requested Plan Designs Form” located in Appendix B indicating that a comparable continuity of coverage provision is included.</p>	
<p>6. Bidder/bidding entity has a minimum of five years of experience providing similar services within the scope of this RFP to at least three (3) public sector clients. Submission Requirement: Response to background and experience in Section IV demonstrates a minimum of experience requirements.</p>	
<p>7. The Bidder provided all information requested in the Technical Questionnaire Section IV? Submission Requirements: Completed response to Section IV of this RFP.</p>	
<p>8. The Bidder responded to the performance guarantees set forth in Section V of the RFP and placed a percentage of annual premium at risk. Submission Requirements: Completed response to the Performance Guarantees Section V, including the percentage of annual premium the Bidder is placing at risk.</p>	
<p>9. The Bidder provided the rate information requested in the financial section. Submission Requirements: Full and complete responses to Section VII. Prepare all such responses on the financial worksheets included in this RFP. A separate electronic version must be provided containing this same information.</p>	
<p>10. Quoted rates are <u>without</u> commissions. Submission Requirement: Confirmation in Section VII: Financials that all rates are quoted without commissions.</p>	

Minimum Qualifications	Enter Yes or No
11. Proposal grandfathers all current participants for a level of benefits equal to their coverage in force on the date just prior to the effective date of your program. Medical Evidence of Insurability (MEOI) should not be required for coverage amounts up to the guaranteed issued (GI) levels. Submission Requirement: The bidding entity acknowledges acceptance of these terms by confirming with a “Yes”.	
12. The Bidder provided client reference information requested in the Client References Section VI. Submission Requirements: Complete response to Section VI	

STEP #2: FINANCIAL SCORING (50 TOTAL POINTS)

The financial proposals (Section VII) will be scored based on three categories: Employer Paid Premium, Employee Paid Premium, and Employer and Employee Paid Premium. The lowest cost proposal in each category will receive 100% of the points allocated for that respective category as determined by the State for the five-year (5) period from January 1, 2027 through December 31, 2031. All other financial proposals will be scored on a sliding scale where the Bidder’s score will be reduced by two (2) points for every percentage point it is higher than the lowest cost proposal for the respective category. As the scale is sliding, scores will be adjusted for partial percentage differences.

The following exhibit illustrates how the financial score will be calculated in each category from the 50 total points available: (Refer to Section I for more details on coverages)

Financials	Points
Employer Paid Premium – Basic Life	20
Employee Paid Premium – All Other Coverages	15
Total Paid Premium (Employer plus Employee Paid Premium)	15
Total	50

Any Bidder with a Total Paid Premium that is more than 25% higher than the lowest Bidder will be excluded from further consideration.

Employer Paid Premium (ER) – Maximum 20 Points			
Step	Description	Formula	Example, where: Lowest Bid ER = \$1,000 and Bidder ER = \$1,025
A	Cost Difference	= (Bidder’s ER / Lowest Bid ER) – 1	(\$1,025 / \$1,000) – 1 = 0.025
B	Convert Decimal to Percent Value	= A x 100	0.025 x 100 = 2.5
C	2 Point Reduction per Percentage Higher	= 2 x B	2 x 2.5 = 5.0
	Bidder’s ER Score	= 20 - C	20 – 5.0 = 15.0
Employee Paid Premium (EE) – Maximum 15 Points			

Step	Description	Formula	Example, where: Lowest Bid EE = \$1,000 and Bidder EE = \$1,025
A	Cost Difference	$= (\text{Bidder's EE} / \text{Lowest Bid EE}) - 1$	$(\$1,025 / \$1,000) - 1 = 0.025$
B	Convert Decimal to Percent Value	$= A \times 100$	$0.025 \times 100 = 2.5$
C	2 Point Reduction per Percentage Higher	$= 2 \times B$	$2 \times 2.5 = 5.0$
	Bidder's EE Score	$= 15 - C$	$15 - 5.0 = 10$
Total Paid Premium (TPP) – Maximum 15 Points			
Step	Description	Formula	Example, where: Lowest Bid TPP = \$2,000 and Bidder TPP = \$2,050
A	Cost Difference	$= (\text{Bidder's TPP} / \text{Lowest Bid TPP}) - 1$	$(\$2,050 / \$2,000) - 1 = 0.025$
B	Convert Decimal to Percent Value	$= A \times 100$	$0.025 \times 100 = 2.5$
C	2 Point Reduction per Percentage Higher	$= 2 \times B$	$2 \times 2.5 = 5$
	Bidder's TPP Score	$= 15 - C$	$15 - 5 = 10$
Example Bidder's Total Financial Score – Maximum 50 Points			
Employer Paid Premium			15.0
Employee Paid Premium			10.0
Total Paid Premium			10.0
Example Bidder's Total Financial Score			35.0

STEP #3: NON-FINANCIAL SCORING (50 TOTAL POINTS)

The Bidder's response to information requested in Sections IV of the RFP will be evaluated based on the extent to which the Bidder documents conform with specifications, as well as the completeness, soundness, and creativity of the Bidder's response, all as evaluated by the State.

The State will evaluate proposals based on technical criteria, including:

- Questionnaire Score - A comparative scoring process will measure the degree to which each Bidder's proposal meets the following criteria in the categories indicated in the chart below in Section II.D.4:
 - the extent to which the Bidder demonstrates its ability and experience in the categories indicated
 - the completeness and quality of the response to each question
 - the degree to which response demonstrates a thorough and thoughtful understanding of the needs of the State as described in this RFP
 - the level of innovation and the types of innovative approaches or features
- Performance Guarantees Score - The extent to which the Bidder demonstrates a willingness to agree to the requested performance guarantees and the proposed dollar amount at risk (Section V).

STEP #4: CONTRACT AWARD

As summarized in the chart below, each Bidder's technical score (as outlined above) will be combined with their financial score to determine the highest scoring bidder.

If the State decides to award a contract as a result of this RFP process, formal and final selection of the Bidder, is contingent upon the successful negotiation and the proper execution of all contract documents (acceptable to the State), approval of the Governor and Executive Council, and continued appropriation of funding for the contract. If the State is unable to reach agreement with the selected Bidder, the State may, at its sole discretion and at any time and without liability to the Bidder, immediately terminate such contract discussions with the Bidder and undertake discussion with the Bidder submitting the next highest ranked proposal, and so on. The State reserves the right to reject any or all proposals or any part thereof, cancel this RFP, or solicit new proposals under a new procurement process.

Scoring Categories	Points	Section
FINANCIAL	50.0	VII
TECHNICAL QUESTIONNAIRE	40.0	IV
Your Firm, Background and Experience	5.0	IV.A
Administration and Account Management	10.0	IV.B
Implementation, Enrollment and Communications	10.0	IV.C
Claims Administration	7.5	IV.D
Reporting	7.5	IV.E
PERFORMANCE GUARANTEES	10.0	V
TOTAL POINTS	100.0	

E. BIDDER CONTACT

Designate the individual(s) with the following responsibilities:

The individual(s) representing your company during the RFP process:

Representative Name: _____ Phone #: _____
 Email: _____

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

Representative Name: _____ Phone #: _____
 Email: _____

SECTION III: REQUIRED SERVICES AND CONTRACT TERMS

A. PLAN DESIGN AND ELIGIBILITY

Please review the attached Summary of Benefits and Certificate of Coverage and complete the “Requested Plan Designs Form” located in Appendix B. If no deviations are provided on this form, it will be assumed that your organization can administer the current plan design exactly as written in the following attached Summary of Benefits.

The State currently offers one (1) Employer-paid Life Insurance plan, and six (6) Employee-paid Insurance options (as outlined below) to full-time eligible employees.

Please note that in some instances, married spouses both are employees of the State, and therefore are eligible to have life coverage for each other and may both elect child life for any eligible dependent child(ren). All life coverage is term life insurance.

Plan	Paid By	Coverage Amount	Coverage Type	Covered Member	Reduction	Guaranteed Issue Amount
1	State	\$50,000	Basic Life	Employee	No Reduction	\$50,000
2	Employee	\$5,000 and/or Plan 4	Supplemental Basic Life (No AD&D)	Employee	No Reduction	\$5,000
3	Employee	\$20,000 or \$25,000	Basic AD&D	Employee	No Reduction	\$20,000 or \$25,000
4	Employee	1x, 2x, 3x or 4x Annual Base Earnings ¹	Supplemental Life with AD&D	Employee	Reduces to 50% at age 70	1x Annual Base Earnings
5	Employee	\$10,000 and/or Plan 6	Supplemental Life (No AD&D)	Spouse	Reduces to 50% at age 70 (based on spouse's age)	\$10,000
6	Employee	\$25,000, \$50,000, \$75,000 or \$100,000	Supplemental Life with AD&D	Spouse	Reduces to 50% at age 70 (based on spouse's age)	\$25,000
7	Employee	\$3,000	Child(ren) Life	Dependent Child(ren) up to age 26 ²	No Reduction	\$3,000

¹ Annual base earning means annual wage or salary including regular scheduled shift differential but excluding any commissions, bonuses, overtime pay or any other compensation.

² Child Life Coverage - This definition includes your Child age 26 or older who is incapable of self-sustaining employment due to physical or intellectual disability. Coverage will continue while the Child remains incapable of self-sustaining employment due to physical or intellectual disability and continues to meet the definition of Child except for the age limit.

Eligible employees include full-time employees in positions with a duration of 6 months or more. All eligible full-time employees must work a minimum of 37.5 hours or 40.0 hours per week. Eligible employees must satisfy a waiting period for initial enrollment upon hire, transfer or rehire, as outlined below:

- New Hires: First of the month following one month of employment;
- Transfer to an eligible position: First of the month following one month of employment;
- Rehires within 12 months: First of the month following rehire date.

Eligible full-time employees are automatically enrolled in the State paid Basic Life of \$50,000 upon completion of the appropriate waiting period.

Employees may elect to change or add new coverage during annual open enrollment or due to experiencing a qualifying life event. Employees may voluntarily withdraw from or reduce coverage at any time.

Employees on an approved leave of absence are considered active employees and remain eligible for coverage for up to 12 months from the approved date of leave.

Coverage ends at the end of the month in which an employee loses eligibility (i.e.: position change, termination or retirement).

B. IMPLEMENTATION

Implementation activities shall commence within seven days of Governor and Executive Council (G&C) approval, or September 1, 2026, whichever is later. Please state what is the minimum amount of time recommended to implement the program.

The Bidder shall provide a preliminary implementation plan and timeline in its proposal and identify its implementation team members, as well as the State resources required for the implementation. No later than one week after Governor & Executive Council approval, the Bidder shall submit a detailed implementation project plan and timeline to meet the State's needs and subject to the State's approval that will include but not be limited to the following:

- Steps required to implement the program.
- Key implementation team member(s), including their contact information and roles.
- Development of Evidence of Insurability (EOI) and Portability/Conversion interface files between State and Vendor.
- Import and testing of existing enrollment data from State, if applicable.
- Establishment of bank accounts, check stock, on-line plan information.
- Establish process for data and reporting access for the State.
- Development of a Comprehensive Communication plan with defined targeted audiences to include but not be limited to DAS, employees, state agencies, and other plan participants.
- Support of the State's November 2026 Open Enrollment for 2027 Plan Year, to include life insurance benefit calculator, benefit summaries, enrollment/changes, etc.

- Vendors are prohibited from direct solicitation or one-on-one contact with State employees. All access to employees (e.g., open enrollment) must be approved by the State. These rules apply during implementation and throughout the contract period.
- Include examples of proposed employee communications newsletters, posters, etc.
- Include examples of proposed benefit plan summary/booklet and/or policy certificate
- Access to and training on the Vendor’s online client and member portals as directed by the State. Any other item that is determined to be necessary for successful implementation. Please list.

The implementation project plan shall be updated thereafter as the State and Vendor mutually agree. Implementation activities shall be conducted in close collaboration and with the approval of the DAS.

Confirm you agree to the following:

1. Confirm that there will be no additional fees charged for any start-up costs including, but not limited to, the above services required in the implementation timeline. Describe any other changes not included in proposed fees (e.g., 800 lines, printing). Can they be amortized over several years of the contract? If there are any additional fees, they must be included in the Section VII Financial of this RFP and not below.
 - a. Initial set-up charges

 - b. Development of communications materials

 - c. Participation at employee education meetings

 - d. Review of transition cases

 - e. Other charges (please specify)

 - f. Total first year start up fees

2. Confirm that you will have final benefit booklets/summaries available to the State beginning November 1, 2026, and each following year for the purposes of open enrollment, or by a date mutually agreed upon. At a minimum, benefit plan summaries, EOI communications, enrollment/change forms and benefit calculator for EE Life would be required for November 1, 2026 Open Enrollment. Final booklets/policy certificates no later than 60 days after January 1, 2027.
3. Confirm you will honor any coverage amounts previously approved by the State’s prior vendor’s Medical Underwriting Review.

C. SERVICE REQUIREMENTS

The requirements set forth below shall be minimum service requirements to be provided by the successful Vendor:

1. The State requires Vendor to provide dedicated staff in the following specialties:
 - a. Implementation

- b. Account Executive
 - c. Reporting/Data Processing
 - d. Customer Service/Claims Processing
2. The State requires the assignment of a dedicated Account Executive that shall be accountable to the State for proactive management of all aspects of the Vendor's performance to the State and its members. The Account Executive shall remain constant, within the Vendor's control, for at least the first 18 months of the contact period. The Vendor shall not change assignment of the Account Executive without written notice provided to the State with a minimum of fourteen (14) days prior to such change. The State reserves the right to request assignment of a new Account Executive and the Vendor shall make such change within 30 days of receipt of written notice from the State.
 3. The State will self-bill monthly with supporting detail on monthly electronic file feeds by employee and by plan. The Bidder and the State shall agree to an invoicing schedule and payment term.
 4. It is the State's standard to exchange data with its vendors using the State of New Hampshire's Secure File Exchange Server. The Vendor will be required to retrieve enrollment and eligibility data, as well as other related data, from this server. In addition, the Vendor will be required to use this method for sending data files to the State.
 5. The State requires that the Vendor work with the State's eligibility systems. The State currently utilizes the Global Human Resources and Human Resources Management modules of the Infor ERP (enterprise resource planning) software for human resources, benefits and payroll functions to manage the State Plan's eligibility.
 6. The State requires a dedicated portal be made available to plan participants and/or their beneficiaries to handle claims or other service issues at no additional cost.
 7. The State requires it be permitted to have an independent audit performed (as frequently as annually), using an auditor of its choosing, of your claim operation and will not be charged by your organization (the State would be responsible for the fees of the independent auditor).

SECTION IV: TECHNICAL

A. YOUR FIRM, BACKGROUND AND EXPERIENCE

1. Please provide a concise profile of your firm, including details of ownership, organizational structure, size, years in operation and any relevant affiliations or certifications.
2. Please provide an overview of your workforce demographics, including:
 - a. Total number of employees
 - b. Number of employees based in the United States
 - c. Percentage of employees working remotely versus in-office (or hybrid)
 - d. Average employee tenure, including any relevant breakdowns (e.g., by department or role) if available.
3. Please describe what differentiates you from your competition with regards to Account Management and Customer Service capabilities.
4. Please list the number of:
 - a. Municipalities you currently provide life insurance coverage, and how many of those municipalities are in the State of New Hampshire; and
 - b. States that you provide life insurance coverage.
5. Please outline your firm's customer service hours of operation in Eastern Standard Time (EST), including:
 - a. Regular business hours
 - b. Weekend or holiday coverage
 - c. Any time zone considerations of the representatives assigned to the State account
6. Please list all translation services your firm provides and include the following:
 - a. Languages supported
 - b. Availability (e.g., phone, email, chat, written materials)
 - c. Hours of operation for multilingual support
 - d. Whether translation services are provided in-house or through third-party vendor
7. Please disclose any potential conflicts of interest that your organization may have in performing services outlined in this RFP for the State of New Hampshire.
8. Along with your proposal, please include copies of the most recent reports on your company claims paying ability from the rating services of Standard & Poor's, Moody's, Fitch's and AM Best's. (If you are not rated by one or more of these organizations, please state so).
9. Has there been any change in your ratings in the last 2 years? If yes, please explain the nature and reason(s) for the change.
10. Provide the latest annual report or other financial reports that indicate the financial position of your organization.
11. Complete the following information, for the benefit that is being proposed:
 - a. Parent Company, if any _____
 - b. Year operations began _____
 - c. Claim/Loss Ratio:

- 1) 3 years prior _____
 - 2) 1 year prior _____
 - 3) Current (as of date) _____
 - d. Number of Plans Currently Insured/Administering _____
 - e. Number of Group Plans terminated in past 24 months _____
12. Are there any outstanding legal actions pending against your organization? If so, please explain the nature and current status of the action(s). What fidelity and surety insurance or bond coverage do you carry to protect your clients? Specifically describe the type and amount of the fidelity bond insuring your employees which would protect this plan in the event of a loss. Do you agree to furnish a copy of all such policies for review by legal counsel if requested?
 13. Is your firm anticipating significant expansion or reorganization in the next year? Please explain.
 14. Please confirm that your proposal, and plan design offered, is in compliance with all federal and state laws and regulations that pertain to employee benefit programs, relevant state insurance regulations and other related laws.
 15. If the plan design requested does not comply with any state or federal laws please indicate which provisions in the bid specifications are in conflict with specific laws and propose alternatives.

B. ADMINISTRATION AND ACCOUNT MANAGEMENT

1. Please provide details on the primary contact(s) that would be assigned to the State account, including:
 - a. Position, Title and Location
 - b. Experience within the company and industry
 - c. Experience with large case clients
 - d. Case load and number of clients over 1,000 lives
2. Designate the individual(s) with the following responsibilities. Include the name, title, and address of each individual, along with a brief description of qualifications and experience, including number of years with your organization.
 - a. The individual(s) representing your company during the proposal process.
 - b. The individual(s) who will be assigned the overall ongoing liability.
 - c. The individual(s) responsible for day-to-day service.
3. Please confirm that the State may terminate the contract at any time without penalty as long as notice is provided with thirty (30) day advance written notice.
4. Please confirm that future renewals will be provided no fewer than 270 days prior to the renewal effective date. And rates shown in the proposal are valid for at least 217 days after receipt of quote.
5. Please confirm that you can accommodate an external audit, should the State require it, and that external audit results may be added to future performance guarantee as mutually agreed upon.
6. Please describe your firm's customer platform, including capability, user experience, how long it has been in operation, how often enhancements are implemented and whether any platform changes, including total migration to a new system, are planned for the next 24 months.

7. Please describe any additional services or value-added benefits included in your proposed life insurance and supplemental life insurance programs.
8. Do you have a contractual relationship with third party administrators/organizations or reinsurance carrier in which you pay service premium or fees that the prospect directly or indirectly is charged for? If so, identify these outside organizations that receive these service fees and explain the nature of the relationship.
9. Do you agree during the duration of any contract, and for 12 months after termination, that any direct contact, direct marketing, educational material, and other communication made to plan participants, other than responses to individual member inquiries regarding individual member services issues, are strictly prohibited without the authorization and approval of the State?
10. Are customer service reps separated from the claim processing unit, or do claim processors have customer service responsibilities? Do customer service reps have on-line access to up-to-date plan details, and claim information? Do customer service reps have authority to approve claims?
11. Is a toll-free number available to the State and participants to handle claims or other service issues? If not, would you agree to establish toll-free 800 telephone lines for this group? How many telephone lines do you expect to use? What hours will the telephone lines be manned?
12. Describe the grievance protocols in place for plan participants. Do you have a response time goal for which to respond to claim and other questions and complaints?
13. Explain the payment options and other financial services available to beneficiaries. Include current interest rates for annuities and any charges made for alternative options.

C. IMPLEMENTATION, ENROLLMENT AND COMMUNICATIONS

1. Please describe in detail how you will assist in all phases of implementation, including:
 - a. Planning and Project Management
 - b. Employee Communication
 - c. Data Exchange File Testing and Validation
 - d. Post-Implementation SupportBidder's implementation plan provided in response to Section III.B will be evaluated here.
2. Please provide details of the Implementation Team that would be assigned, including location, overall experience and experience with State or Municipal accounts of over 5,000 participants.
3. Please confirm that a rate calculator will be made available to assist employees in calculating premium costs for supplemental life benefits. Please include a sample with your proposal.
4. The State requires that all enrollment, evidence of insurability, and conversion file data be transmitted to the vendor via the State's Secure FTP (SFTP). Please confirm your firm's ability to accept this data sharing method and outline any technical requirements, protocols or limitations associated with this process.
5. Please describe your firm's standard process for handling mid-year employee salary adjustments: For context: The State currently sets the annual salary as of November 1 each year to calculate the upcoming calendar year's payroll contributions. However, the salary at time of death determines the payable benefit amount. Please outline any limitations or restrictions your firm has regarding the State's current practice.

6. Historically, the State has managed beneficiary forms. However, we are open to exploring a collaborative approach with the selected vendor to establish mutually agreed-upon protocols for beneficiary record management. Please describe your firm's capabilities and proposed approach for partnering on this process. Please confirm that existing beneficiary designation forms currently maintained in employee records by the State will continue to be accepted and considered valid for all claims processing purposes under the resulting contract.
7. If evidence of insurability is required in connection with a request for coverage, the State will provide a weekly file with the employee information sufficient to allow the vendor to email or mail the required EOI paperwork directly to the employee. Please confirm that your firm agrees to work with the State to implement any other administrative processes necessary to ensure evidence of insurability requirements are processed appropriately and on a timely basis.
8. Please describe your firm's medical underwriting process, including:
 - a. Application and Review process
 - b. Employee Access and Privacy
 - c. Average Review Time
 - d. Employee and Employer Communications
 - e. Employee Appeal Options, if any
9. What are your minimum participation requirements for supplemental and dependent life?
10. Please confirm that employees approved for waiver of premium do not lose their life insurance coverage if they are granted disability pension from the New Hampshire Retirement System prior to age 65.
11. The State requires that the vendor manages conversion and portability processing for employees who are terminated, retired or who otherwise lose eligibility via interface file provided by the State, to include distribution of required notices to employee home addresses. Please confirm your firm's ability to accommodate this requirement and provide details on your process.
12. Please provide a detailed explanation of your firm's processes and controls to ensure compliance with the Americans with Disabilities Act (ADA) for both print and digital communications, including:
 - a. The standards and guidelines you follow;
 - b. Methods for auditing and reviewing printed and digital content;
 - c. Tools, technologies or platforms you employ to maintain accessibility;

D. CLAIMS ADMINISTRATION

1. Please describe your firm's approach to claim management, including processes, technology and customer service standards. Additionally, please confirm that you will provide:
 - a. A designated claim management representative for the State
 - b. A toll-free number accessible to State employees, beneficiaries for claim-related inquiries
2. Please describe your firm's claim process for life insurance claims, including:
 - a. Step-by-step workflow from initial notification to final payment
 - b. Required documentation and verification procedures

- c. Communication protocols with beneficiaries throughout the process
 - d. Expected turnaround time for standard life insurance claims
3. Additionally, please outline any differences in the process and timelines for other claim types, such as:
 - a. Accelerated death benefit claims
 - b. Waiver of premium applications
 - c. Any other applicable claim categories
 - d. List all services and supplies that are covered by the rates quoted.
 4. Will you provide any training or educational benefits for spouses and dependents?
 5. With regard to the claim offices that will service this account, provide the following:
 - a. Location _____
 - b. Hours of Operation _____
 - c. Annual Claim Volume _____
 - d. Number of Claims per Processor _____
 6. What percent of claims are processed within 30 working days?
 7. When are claims pended? Does a pending notice go into the system? Is there an automatic follow-up? What is the frequency of the follow-up? How many follow-ups are performed?
 8. Describe the methods used to track claims? If on-line, can claim tracking be made available to clients?
 9. Describe how eligibility is verified. Will you accept current enrollment detail from the State's benefit enrollment platform? What information is required?
 10. Please indicate what procedure your company requires when an employee desires to elect coverage after the period during which he/she was originally eligible (i.e., how is a late entrant treated)?
 11. Describe your administrative requirements with respect to direct pay claims.
 12. How long are records maintained within your system? Elsewhere? How long does it take to retrieve records that are not in the system? Describe any disaster recovery protocols for your system.
 13. Describe the quality controls, auditing and peer review mechanisms in place for your claim processing department? Do you use internal or independent/outside auditors?
 14. How do you avoid duplicate payments of the same claim? If duplicate payments or overpayments are made, what are your procedures for recovery of the overpayments or duplicate payments?
 15. Do you have a fraud detection unit or program in place? If so, please describe. For the coverage requested what percent of claims submitted were denied as a result of misrepresentation and fraud?
 16. Describe any limitations and exclusions that would result in non-payment of benefits other than what is included in the State's current certificate of coverage?
 17. Do you agree that upon termination of an insurance contract with your company, your company would remain liable for all pending and unreported claims incurred prior to the termination date?
 18. Do you agree that upon termination of an insurance contract with your company, your company would remain liable for the accidental death and dismemberment insurance benefits for losses

suffered as a result of an accident within 90 days from the date of an accident which occurred prior to the date of termination?

E. REPORTING

1. Please provide sample standard reports with your proposal and include the following details:
 - a. Typical reporting cadence: Indicate the frequency of standard reports (e.g.: monthly quarterly, annually), and whether reporting can be customized.
 - b. Reporting Content: Describe key metrics and data elements included in your standard reports.
 - c. Format and Delivery: Specify the formats available (e.g.: PDF, Excel, online dashboards) and delivery methods, such as secure portal or email.
2. Please explain your firm's ability to produce custom or ad-hoc reports upon request by the State, including:
 - a. Types of data that could be included
 - b. Typical turnaround times for ad-hoc requests
 - c. Any limitations or additional costs associated with ad-hoc reporting
3. Confirm Bidder will provide performance guarantee reporting with final metric measurements no later than 45 days following the end of the quarter and/or calendar year.

SECTION V: PERFORMANCE GUARANTEES

The exhibit below identifies the specific performance guarantees that are the basis of performance responsibilities for any resulting contract.

Performance guarantee metrics are expected to be measured by the State account specifically; please document any metrics that would not meet this expectation. Metrics may be self-reported but are subject to independent audit by the State. All guarantees shall be set and measured either quarterly (Client Satisfaction) or annually. Vendor shall report final metric measurement no later than 45 days following the end of the quarter and/or calendar year.

Provide the total amount per contract year at risk for performance guarantees. At time of contract, the parties shall mutually agree to the allocation of the at-risk funds.

Term	Performance Guarantee	Proposed Weight of At-Risk Funds	Total Amount at Risk: Dollar Amount of Annual Premium
Implementation	All major aspects of the initial implementation and any future year plan design changes including annual enrollments must be completed in accordance with the agreed-upon project plan, including but not limited to interface file set up and validation; development and delivery of benefit summaries and certificates of coverage; and development and distribution of participant materials.		\$
Call Center	Customer Service call center shall pick up 98% of calls received within 20 seconds.		\$
Claims Processing	98% of life insurance claims, Waiver of Premium applications and Accelerated Benefit payments shall be processed within three (3) business days of receipt of all required information.		\$
Interface File Processing	100% of weekly interface files will be processed within two (2) days of receipt.		\$
Reporting	Quarterly reporting shall be provided within 45 days following quarter end. Ad Hoc reports shall be delivered within seven (7) days of request.		\$
Client Satisfaction	The State requests that bidders agree to serve the State and its staff under the terms of a performance agreement executed between the two entities. The objective of the performance agreement is not to reduce your client revenue by invoking penalties but rather to reinforce your verbal and written assurances of quality service with tangible measurements. At a minimum, this performance agreement must include a subjective service guarantee that will be solely determined by the State’s benefits management; and a level of financial risk that is challenging yet fair. We request that the performance and corresponding financial penalty be reviewed each quarter.		\$
Total	All Performance Guarantees Combined		\$

SECTION VI: CLIENT REFERENCES

Provide the name of your five (5) largest public sector (states, municipalities, etc.) clients for which you provide comparable services as requested in this RFP.

For these five clients, provide:

- Key contact's name, including phone number and email address
- Address
- Number of active members (i.e., employees and dependents)
- A summary of the services provided by the Vendor to the client

The State will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting in the scoring section. Reference checks, to the extent they are utilized by the State, will be used to refine and finalize scores.

Additionally, the State also reserves the right to use itself as a reference and consider its own experiences with the Vendor during the selection process.

SECTION VII: FINANCIAL

A. PREMIUM RATE TABLE

Refer to **SONH Life RFP Attachment (Excel File)**. Only the “Premium Rate Rable” tab in the Excel File must be completed and returned with your proposal response in the Excel format provided.

Bidders should ensure that rates are provided for all coverages and age bands.

APPENDICES — GROUP INFORMATION

- **Appendix A** Requested Plan Designs
- **Appendix B** Requested Plan Designs Form
- **Appendix C** SONH Life RFP Data
- **Appendix D** State of NH Transmittal Letter
- **Appendix E** P-37 Form Contract
- **Appendix F** Required Protection of Confidential Information and Data Security
- **Appendix G** Participating Bidder Agreement (PBA)

APPENDIX A: REQUESTED PLAN DESIGNS

Due to the existence of collective bargaining agreements and required legislative authorization, the State requires Bidders to match the active plan designs.

Please review the below information and the linked plan design documents and complete the “Requested Plan Designs Form” located in Appendix B. If no deviations are provided on this form, it will be assumed that your organization can administer the requested plan designs exactly as written in the following attached documents.

- [2026 Life Insurance Benefits: https://www.das.nh.gov/riskmanagement/active/life-insurance/index.aspx](https://www.das.nh.gov/riskmanagement/active/life-insurance/index.aspx)

The State currently offers one (1) Employer-paid Life Insurance plan, and six (6) Employee-paid Insurance options (as outlined below) to full-time eligible employees.

Please note that in some instances, married spouses both are employees of the State, and therefore are eligible to have life coverage for each other and may both elect child life for any eligible dependent child(ren). All life coverage is term life insurance.

Plan	Paid By	Coverage Amount	Coverage Type	Covered Member	Reduction	Guaranteed Issue Amount
1	State	\$50,000	Basic Life	Employee	No Reduction	\$50,000
2	Employee	\$5,000 and/or Plan 4	Supplemental Basic Life (No AD&D)	Employee	No Reduction	\$5,000
3	Employee	\$20,000 or \$25,000	Basic AD&D	Employee	No Reduction	\$20,000 or \$25,000
4	Employee	1x, 2x, 3x or 4x Annual Base Earnings ³	Supplemental Life with AD&D	Employee	Reduces to 50% at age 70	1x Annual Base Earnings
5	Employee	\$10,000 and/or Plan 6	Supplemental Life (No AD&D)	Spouse	Reduces to 50% at age 70 (based on Spouse's age)	\$10,000
6	Employee	\$25,000, \$50,000, \$75,000 or \$100,000	Supplemental Life with AD&D	Spouse	Reduces to 50% at age 70 (based on Spouse's age)	\$25,000
7	Employee	\$3,000	Child(ren) Life	Dependent Child(ren) up to age 26 ⁴	No Reduction	\$3,000

³ Annual base earning means annual wage or salary including regular scheduled shift differential but excluding any commissions, bonuses, overtime pay or any other compensation.

⁴ Child Life Coverage - This definition includes your Child age 26 or older who is incapable of self-sustaining employment due to physical or intellectual disability. Coverage will continue while the Child remains incapable of self-sustaining employment due to physical or intellectual disability and continues to meet the definition of Child except for the age limit.

Eligible employees include full-time employees in positions with a duration of 6 months or more. All eligible full-time employees must work a minimum of 37.5 hours or 40.0 hours per week. Eligible employees must satisfy a waiting period for initial enrollment upon hire, transfer or rehire, as outlined below:

- New Hires: First of the month following one month of employment;
- Transfer to an eligible position: First of the month following one month of employment;
- Rehires within 12 months: First of the month following rehire date.

Eligible full-time employees are automatically enrolled in the State paid Basic Life of \$50,000 upon completion of the appropriate waiting period.

Employees may elect to change or add new coverage during annual open enrollment or due to experiencing a qualifying life event. Employees may voluntarily withdraw from or reduce coverage at any time

Employees on an approved leave of absence are considered active employees and remain eligible for coverage for up to 12 months from the approved date of leave.

Coverage ends at the end of the month in which an employee loses eligibility (i.e.: position change, termination or retirement).

APPENDIX B: REQUESTED PLAN DESIGNS FORM

This form needs to be completed and returned with your proposal in order to be considered in the carrier selection process.

Active – Life and AD&D Designs

- [] This is to certify that the submitted proposal includes no deviations to the Life and AD&D plans as outlined in the requested plan design and benefit descriptions included in Appendix A.

All Other Requested Programs outlined in the RFP

Important: Note that any deviations determined to be material may result in the rejection of the bid.

- [] This is to certify that the submitted proposal adheres to all the requested programs outlined in the RFP with the following exceptions:

- [] This is to certify that the submitted proposal adheres to all the requested programs outlined in the RFP with no deviations.

Signature

Print Name

Title

APPENDIX C: SONH LIFE RFP DATA

Information below needs to be requested

Please see the instructions in Section II.A.2. These indicate that an executed PBA (Appendix G) is required to receive this data.

Send the completed PBA in Appendix G to:

Ryan Fuller Christopher.R.Fuller@das.nh.gov.

Access to this data on the State's FTP site shall be provided to prospective Vendors who manifest a reasonable likelihood of meeting the minimum qualifications of this RFP.

SONH - Life RFP Attachment (Excel File) includes:

- Premium Rate Table (must be submitted with bidder's proposal response)
- Census
- Rate History
- Life Experience Summary
- Life Experience Monthly
- Waiver Status Report

Life Claim Detail 2021-2025 – A separate excel file attachment that includes the detailed claims experience.

PDF Attachments include:

- Voya – February'26 Bill
- Voya – Travel Assistance Flyer with Wallet Care
- Voya – Certificate of Coverage
- Voya – Life - Explore your Benefits and Costs

APPENDIX D: STATE OF NH TRANSMITTAL LETTER

STATE OF NEW HAMPSHIRE REQUEST FOR PROPOSAL TRANSMITTAL LETTER

Date: _____

Company Name: _____
Address: _____

To: Point of Contact: Ryan Fuller
Telephone: 603-271-3290
Email: christopher.r.fuller@das.nh.gov

RE: Proposal Invitation Name: Group Life Insurance Number:
495-27
RFP Posted Date (on or by): June 18, 2026
RFP Closing Date and Time: **July 8, 2026 @ 02:00 PM (EST)**

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting RFP (collectively referred to as "Bidder")] hereby submits an offer as contained in the written RFP submitted herewith ("RFP") to the State of New Hampshire in response to RFP #495-27 for Group Life Insurance at the price(s) quoted herein in complete accordance with the RFP.

Bidder attests to the fact that:

1. The Bidder has reviewed and agreed to be bound by the RFP.
2. The Bidder has not altered any of the language or other provisions contained in the RFP document.
3. The RFP is effective for a period of 180 days from the RFP Closing date as indicated above.
4. The prices Bidder has quoted in the RFP were established without collusion with other bidders.
5. The Bidder has read and fully understands this RFP.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Bidder certifies that neither the Bidder 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 bidder 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.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions.

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

APPENDIX E: P-37 FORM CONTRACT

Subject: SAMPLE FORM - TO BE COMPLETED BY CONTRACTING BIDDER

FORM NUMBER P-37 (version 2/23/2023)

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 Unit and Class	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 <p style="text-align: right;">Date:</p>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <p style="text-align: right;">Date:</p>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 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. 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.

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 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State’s discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this

Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys’ fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**APPENDIX F: REQUIRED PROTECTION
OF CONFIDENTIAL INFORMATION AND DATA SECURITY**

In performing its obligations under the Agreement, Contractor, inclusive of any subsidiaries and related entities shall gain access to State Confidential information and with respect to such will comply with the following terms and conditions. Protection of State Confidential Information shall be an integral part of the business activities of Contractor. Contractor shall take steps to prevent the inappropriate or unauthorized use of State data and information.

1. Definitions
 - a. Confidential Information. Personally identifiable information (PII), and other personal private, and/or sensitive information or data as defined under applicable law.
2. Contractor Responsibilities
 - a. Confidential Information obtained by Contractor shall remain the property of the State and shall at no time become the property of Contractor unless otherwise explicitly permitted under the Agreement.
 - b. Contractor shall develop and implement policies and procedures to safeguard the confidentiality, integrity and availability of the State's Confidential Information.
 - c. Contractor shall not use the State's Confidential Information developed or obtained during the performance of, or acquired or developed by reason set forth within the Agreement, except as necessary for Contractor's performance under the Agreement, or unless otherwise permitted under the Agreement.
 - d. In the event Contractor stores Confidential Information, such information shall be encrypted by Contractor both at rest and in motion.
 - e. Contractor shall have, and shall ensure that any Subcontractors or related entities have, reasonable security measures in place for protection of the State's Confidential Information. Such security measures shall comply with all applicable State and federal data protection and privacy laws.
3. Controls. Contractor shall, and shall ensure that any Subcontractors or related entities use at all times proper controls for secured storage of, limited access to, and rendering unreadable prior to discarding, all records containing the State's Confidential Information. Contractor shall not store or transfer Confidential Information collected in connection with the services rendered under this Agreement outside of the North America. This includes backup data and disaster recovery locations.
4. Breach Notification.
 - a. Contractor shall notify the State of any security breach, or potential breach of Contractor or any Subcontractors or related entities, that jeopardizes, or may jeopardize the State's Confidential Information. For purposes of reporting under this Section, security breach or potential breach shall be limited to the successful or attempted unauthorized access, use, disclosure, modification, or destruction of information, or the successful or attempted interference with system operations in an information system, that compromises the security, confidentiality or integrity of such Confidential Information consistent with applicable laws. For purposes of clarity, potential breaches shall not include incidents that do not compromise the security, confidentiality or integrity of the State's Confidential Information consistent with applicable laws, such as pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above.

- b. Contractor shall notify the State of a security breach, or potential breach of Contractor or any Subcontractors or related entities upon discovery. Contractor will treat a security breach or potential breach as being discovered as of the first day on which such incident is known to Contractor, or by exercising reasonable diligence, would have been known to Contractor. Contractor shall be deemed to have knowledge of a security breach or potential breach if such incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or other agent of Contractor.
 - c. A report of the security breach or potential breach of Contractor or any Subcontractors or related entities shall be made and include all available information. Contractor shall: make efforts to investigate the causes of the security breach or potential breach; promptly take measures to prevent any future breach; and mitigate any damage or loss. In addition, Contractor shall inform the State of the actions it is taking, or will take, to reduce the risk of further loss to the State.
 - d. All legal notifications required as a result of a breach of information, or potential breach, collected pursuant to this Agreement shall be made at the Contractor's cost and coordinated with the State to the extent practicable.
5. **Liability and Damages.** In addition to Contractor's liability as set forth elsewhere in the Agreement, if Contractor or any of its Subcontractors or related entities is determined by forensic analysis or report, to be the likely source of any loss, disclosure, theft or compromise of State's Confidential Information, the State shall recover from Contractor all costs of response and recovery resulting from the security breach or potential breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services. A security breach or potential breach may cause the State irreparable harm for which monetary damages would not be adequate compensation. In the event of such an incident, the State is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the State may be entitled at law or in equity. Such remedies shall not be deemed exclusive, but shall be in addition to all other remedies available at law or in equity, subject to any express exclusion or limitations in the Agreement to the contrary.
6. **Data Breach Insurance.** In addition to Contractor's insurance obligations as set forth in the form contract P-37, Contractor shall carry cybersecurity insurance coverage for unauthorized access, use, acquisition, disclosure, failure of security, breach of Confidential Information, privacy perils, in an amount not less than \$10 million per annual aggregate, covering all acts, errors, omissions, at minimum, during the full term of this Agreement. Such coverage shall be maintained in force at all times during the term of the Agreement and during any period after the termination of this Agreement during which Contractor maintains State Confidential Information.
7. **Data Recovery.** Contractor shall be responsible for ensuring backup and redundancy of the State's Confidential Information for recovery in the event of a system failure or disaster event within Contractor's data storage systems. Contractor shall ensure that its Subcontractor or related entities provide similar backup and redundancy of the State's Confidential Information.
8. **Return or Destruction of Confidential Information.** Upon termination of the Agreement for any reason, Contractor shall:
- a. Retain only that Confidential Information which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;

- b. Destroy, in accordance with applicable law and Contractor's record retention policy that it applies to similar records, the remaining Confidential Information that Contractor still maintains in any form;
 - c. Continue to use appropriate safeguards and comply with applicable law to prevent use or disclosure of the Confidential Information, other than as provided for in this Section, for as long as Contractor retains the Confidential Information;
 - d. Not use or disclose the Confidential Information retained by Contractor other than for the purposes for which such Confidential Information was retained and subject to the same conditions set out in this Agreement which applied prior to termination; and
 - e. Destroy in accordance with applicable law and Contractor's record retention policy that it applies to similar records, the Confidential Information retained by Contractor when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.
9. Survival. This Appendix F Required Protection of Confidential Information and Data Security shall survive termination or conclusion of the Agreement.

APPENDIX G: PARTICIPATING BIDDER AGREEMENT (PBA)

Upon executing this agreement, Bidders will receive the data listed in Appendix C that is needed to respond to this RFP.

To obtain the RFP data, please complete this Participating Bidder Agreement and send to Ryan Fuller at Christopher.R.Fuller@das.nh.gov.

By executing this agreement, we are confirming the following:

- Bidder has read the RFP document in its entirety.
- Bidder’s proposal will meet the Minimum Qualifications outlined in the RFP Section II.D.
- Bidder will provide documentation supporting its satisfaction of the Minimum Qualifications, if requested by the State, in order to receive the data.
- Bid will include complete responses to all RFP sections.
- Bidder acknowledges that a copy of its complete proposal will be provided to the State.
- Bidder agrees certain terms and conditions of the RFP will be fully incorporated into the final contract.
- Bidder will not communicate with other bidders regarding this RFP during the procurement process and until the contract resulting from this RFP has been awarded by the Governor and Executive Council.
- Bidder intends to respond to this RFP and is requesting data for that sole purpose.
- Bidder will not use or disclose data for any purpose other than responding to this RFP.
- Bidder will destroy data upon completion of the RFP process or upon Bidder’s decision not to submit a response to the RFP. (Attestation of destruction required.)
- Bidder agrees to submit its proposal electronically as no paper submissions will be accepted.
- Bidder shall safeguard the data from unauthorized use, access, or disclosure using a degree of care consistent with State and federal data protection and privacy laws. Bidder shall promptly notify the State of any unauthorized use or disclosure of the data and take all reasonable steps to prevent further use or disclosure.

The person below represents that he/she is authorized to execute agreements with and make commitments to the State of New Hampshire on behalf of Bidder.

Name of Bidding Organization: _____

Topic	Signature
Signed:	
Print Name:	
Title:	
Email and Phone Number:	
Name of Data Recipient:	
Email and Phone Number of Data Recipient:	