



Lindsey M. Stepp  
Commissioner

**State of New Hampshire**  
**Department of Revenue Administration**

109 Pleasant Street  
PO Box 457, Concord, NH 03302-0457  
Telephone 603-230-5005  
www.revenue.nh.gov



Carolynn J. Lear  
Assistant Commissioner

April 14, 2021

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

**REQUESTED ACTION**

Authorize the Department of Revenue Administration ("DRA") to exercise a renewal option and amend the contract with Montagne Powers, LLC (Vendor #166353), a Manchester, New Hampshire company, formerly known as Montagne Communications, LLC, to change the name of the contractor, increase the contract amount by \$30,000.00 (from \$66,000.00 to \$96,000.00), and extend the completion date from June 30, 2021 to June 30, 2022 to allow Montagne Powers to continue providing strategic communications and public relations services to the DRA effective upon approval by Governor and Council. The contract was originally approved by Governor and Council on June 5, 2019 (item #58) and Amendment #1 was approved on June 24, 2020 (item #86). **100% General Funds**

Funding is available in the following account:

**01-84-84-840510-1080 Taxpayer Services, Department of Revenue Administration**

**103-502664 Contracts for OP Services    FY 2022                      \$30,000.00**

**EXPLANATION**

The DRA seeks to continue its relationship with the Contractor due to a continuing need for strategic communication and public relations services. An extension of the Montagne contract will assist DRA in fulfillment of its mission to fairly and efficiently administer the tax laws of the State of New Hampshire in a manner that merits the highest degree of public confidence in our work. We expect Montagne to continue providing DRA key support in the following areas:

- Continued support with frequent open and transparent communications with the public.
- Continue providing strategic communications and public relations services.
- Continue utilizing Montagne's deep level of understanding of the DRA's needs in

TDD Access: Relay NH 1-800-735-2964

*Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.*

communicating to the taxpayer and practitioner communities on important topics like cases, technology updates, and legislative changes.

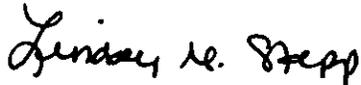
- Continued outreach efforts regarding DRA's Revenue Information Management System (RIMS) in order to promote Rollout 3 which is scheduled to occur on or about August 5, 2021 with respect to Real Estate Transfer Tax, Utility Property Tax, Railroad/Private Car Tax, Tobacco/Smokeless Tobacco Tax, Timber Tax, Excavation Tax, Low & Moderate Program taxpayers.

The original contract beginning on June 5, 2019, had the option to renew for three additional one-year terms at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, and subject to the approval of the Governor and Council. With the proposed amendment the Department would exercise this renewal option for an additional one-year term, to expire June 30, 2022.

Amendment #2 modifies the Contract's completion date, increases the contract price by \$30,000.00 and changes the company name to Montagne Powers, LLC.

We request your consideration regarding this matter.

Respectfully Submitted,



Lindsey M. Stepp  
Commissioner

Amendment No. 2 of the Department of Revenue Administration  
Contract for Strategic Communication and Public Relations Services,  
RFP REV 2019-0, Dated June 5, 2019

The New Hampshire of Revenue Administration (DRA) and Montagne Powers, LLC. (Vendor #166353) a Manchester, New Hampshire company with a business address of 814 Elm Street Suite 205, Manchester, 03101, formerly known as Montagne Communications, LLC (the "Contractor"), are parties to an agreement for Strategic Communication and Public Relations Services which was approved by Governor and Council on June 5, 2019 (item #58) (the "Contract"). Certain amendments were made to the Contract pursuant to Amendment No. 1, and approved by the Governor and Council on June 24, 2020 (item#86). DRA has further and continuing need of the services provided under the Contract and the Contractor is willing to continue to provide said services under the same terms and conditions except as amended hereby. The parties hereby agree to amend the Contract as follows:

1. Amendment and Modification FORM NUMBER P-37 Item 1.3  
Item 1.3 of the Contract is hereby amended such that the name is changed from Montagne Communications, LLC to Montagne Powers, LLC.
2. Amendment and Modification FORM NUMBER P-37 Item 1.7  
Item 1.7 of the Contract is hereby amended such that the completion date is changed from June 30, 2021 to June 30, 2022;
3. Amendment and Modification FORM NUMBER P-37 Item 1.8  
Item 1.8 of the Contract is hereby amended such that the contract amount is increased by \$30,000.00 from \$66,000.00 to \$96,000.00
4. Effective Date and Continuance  
The Amendment is effective upon Governor and Council approval. All Other Terms and conditions remain the same.

This Amendment No. 2 of the Contract is hereby incorporated by reference into the Contract, as previously amended, and expressly made a part thereof. All other terms of the Contract are hereby reaffirmed and remain in effect and unmodified.

The parties hereto have set their hands on the 14 day of April, 2021

Department of Revenue Administration

By:   
Lindsey M. Stepp, Commissioner

By: Scott Trambumont  
Montagne Powers, LLC

Approved as to form, substance, and execution by:



4/23/2021

Michael Haley

NH office of the Attorney General

**Acknowledgement:**

**Approved by the Attorney General (Form, Substance and Execution)**

By: \_\_\_\_\_ On: \_\_\_\_\_

**Approved by the New Hampshire Governor and Executive Council**

By: \_\_\_\_\_ On: \_\_\_\_\_

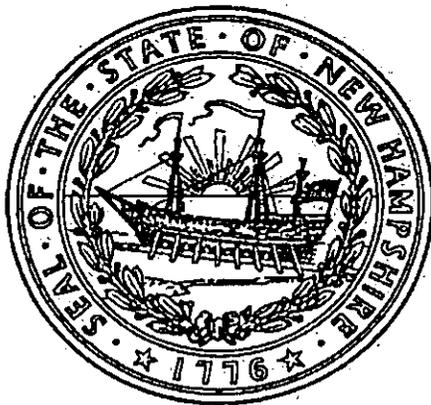
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONTAGNE POWERS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 12, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 576010

Certificate Number: 0005354269



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of April A.D. 2021.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

*(Limited partnership, Limited liability professional partnership or LLC)*

**Certificate of Authority # 3**

**Limited Partnership or LLC Certification of Authority**

I, Scott Tranchemont hereby certify that I am a Partner Member or Manager  
(Name)  
of Montagne Powers, LLC a limited liability partnership under RSA 304-B,  
(Name of Partnership or LLC)

a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution

DATED: 3/30/21

ATTEST: Scott Tranchemont  
(Name & Title)  
Partner



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2021

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

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

<b>PRODUCER</b> Wieczorek Insurance 166 Concord St.  Manchester NH 03104		<b>CONTACT NAME:</b> Donna Deyo <b>PHONE (A/C, No, Ext):</b> (603) 668-3311 <b>E-MAIL ADDRESS:</b> donna@wizinsurance.com <b>FAX (A/C, No):</b> (603) 668-8413	
<b>INSURED</b> Montagne Powers, LLC 814 Elm Street Suite 205  Manchester NH 03101		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Peerless Indemnity	<b>NAIC #</b> 18333
		<b>INSURER B:</b> Liberty Mutual	<b>NAIC #</b> 24198
		<b>INSURER C:</b> Axis Surplus Insurance Company	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 20-21 AI**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BZA(20)57101714	5/21/2020	5/21/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BZA(20)57101714	5/21/2020	5/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		US057101714-21	5/21/2020	5/21/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
C	<b>Professional Liability</b>			P-002-00011951602	5/25/2020	5/25/2021	Limit 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The certificate holder is named as Additional Insured with regards to liability if required by signed written contract or agreement. 30 day Cancellation notice exception: 10 days notice applies for non-payment of premium and/or substantial increase in hazard. Policy BZA57101714-20 includes Business Personal Property in the amount of \$9,494 at Replacement Cost cause of loss Special Form with 100% co-insurance

<b>CERTIFICATE HOLDER</b> Roger.Marchand@dra.nh.gov  NH Department of Revenue Administration 109 Pleasant St. PO Box 457 Concord, NH 03302-0457	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Robert Wieczorek/DMD
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/31/2021

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

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

<b>PRODUCER</b> AP INTEGO INSURANCE GROUP LLC 76250846 375 WOODCLIFF DRIVE STE 103 FAIRPORT NY 14450	<b>CONTACT NAME:</b>	
	PHONE (888) 289-2939 (A/C, No, Ext):	FAX (888) 289-2988 (A/C, No):
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
INSURER A : Twin City Fire Insurance Company		29459
<b>INSURED</b> MONTAGNE POWERS LLC 814 ELM ST STE 205 MANCHESTER NH 03101-2130	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY  GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N/A	76 WEG GD0758	04/24/2020	04/24/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT                      \$1,000,000 E.L. DISEASE -EA EMPLOYEE            \$1,000,000 E.L. DISEASE - POLICY LIMIT            \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> New Hampshire Department of Revenue Administration 109 PLEASANT ST PO Box 457 CONCORD NH 03302-0457	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan S. Castaneda</i>

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Lindsey M. Stepp  
Commissioner

# State of New Hampshire Department of Revenue Administration

109 Pleasant Street  
PO Box 457, Concord, NH 03302-0457  
Telephone 603-230-5005  
www.revenue.nh.gov



Carolynn J. Lear  
Assistant Commissioner

June 4, 2020

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

### REQUESTED ACTION

Authorize the Department of Revenue Administration ("DRA") to exercise a renewal option and amend the contract agreement with Montagne Communications, LLC (Vendor #166353) of 814 Elm Street Suite 205, Manchester, NH 03101, by increasing the contract amount by \$33,000.00 from \$33,000.00 to \$66,000.00 and extending the completion date from June 30, 2020 to June 30, 2021 to allow Montagne Communications to continue to provide strategic communications and public relations services to the DRA effective upon Governor and Council approval. The contract was originally approved by Governor and Council on June 05, 2019 (item #58).

**100% General Funds**

Funding is available in the following account:

**01-84-84-840510-1080 Taxpayer Services, Department of Revenue Administration**

<b>103-502664 Contracts for OP Services</b>	<b>FY 2021</b>	<b>\$33,000.00</b>
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### EXPLANATION

The DRA seeks to continue its relationship with Montagne Communications due to the successful support they have provided the DRA with strategic communication and public relations in furtherance of the DRA's mission to fairly and efficiently administer the tax laws of the State of New Hampshire. We expect Montagne to continue providing DRA support in the below referenced areas:

- Continue providing strategic communications and public relations services.
- Continue utilizing Montagne's deep level of understanding of the DRA's needs in communicating to the taxpayer and practitioner communities on important topics like cases, technology updates, and legislative changes.
- Continue outreach efforts regarding DRA's Revenue Information Management System (RIMS) in order to promote Rollout 2 which is scheduled to occur on October 5, 2020 with respect to Business Profit Tax, Business Enterprise Tax, Interest & Dividends Tax and Communication Services Tax taxpayers.

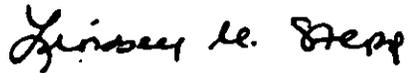
TDD Access: Relay NH 1-800-735-2964

*Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.*

The original contract beginning on June 5, 2019 had the option to renew for three additional one-year terms at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, and subject to the approval of the Governor and Council. The Department is choosing to exercise this renewal option for an additional one-year term, to expire June 30, 2021, with this proposed amendment.

We respectfully request your consideration regarding this matter.

Respectfully Submitted,

A handwritten signature in black ink that reads "Lindsey M. Stepp". The signature is written in a cursive, slightly slanted style.

Lindsey M. Stepp  
Commissioner of Revenue Administration

**Amendment No. 1 of the Department of Revenue Administration Contract for  
Strategic Communication and Public Relations Services,  
RFP REV 2019-0, Dated June 5, 2019**

The New Hampshire Department of Revenue Administration (DRA) and Montagne Communications, LLC, (Vendor #166353) a Manchester, NH company with a business address of 814 Elm Street Suite 203, Manchester, 03101 (Contractor) entered into an agreement for Strategic Communication and Public Relations Services which was originally approved by Governor and Council on June 05, 2019 (Item #58). The Contract provides for three annual extensions of its term, subject to Governor and Council approval. The parties hereby agree to amend the Contract as follows:

1. Amendment and Modification FORM NUMBER P-37 Item 1.7  
Item 1.7 of the Contract is hereby amended such that the completion date is changed from June 30, 2020 to June 30, 2021;
2. Amendment and Modification FORM NUMBER P-37 Item 1.8  
Item 1.8 of the Contract is hereby amended such that the contract amount is increased by \$33,000.00 from \$33,000.00 to \$66,000.00
3. Amendment and Modification FORM NUMBER P-37 Item 1.6  
Item 1.6 of the contract is hereby amended such that the account number is changed from 01-84-84-840510-1501 to 01-84-84-840510-1080.
4. Effective Date and Continuance  
The Amendment is effective upon Governor and Council approval. All Other Terms and conditions remain the same.

This Amendment No. 1 of the Contract is hereby incorporated by reference into the Contract and expressly made a part thereof, by the parties. All other terms of the Contract are hereby reaffirmed and in effect and unmodified.

IN WITNESS WHEREOF, the parties hereto have set their hands on the \_\_\_ day of June, 2020

Department of Revenue Administration

By: Lindsay M. Stepp  
Lindsay M. Stepp, Commissioner

Montagne Communications, LLC

By: E. J. Powers  
E. J. Powers, Executive Vice President

Approved by the Attorney General (Form, Substance and Execution)

By: [Signature] On: 5/15/2020

Approved by the New Hampshire Governor and Executive Council

By: \_\_\_\_\_ On: \_\_\_\_\_



Lindsey M. Stepp  
Commissioner

June 5, 2019

State of New Hampshire  
Department of Revenue Administration

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Carolyann J. Lear  
Assistant Commissioner

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109 Pleasant Street  
PO Box 457, Concord, NH 03302-0457  
Telephone 603-230-5005  
www.revenue.nh.gov

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

**REQUESTED ACTION**

Authorize the Department of Revenue Administration (DRA) to enter into a contract with Montagne Communications LLC (Montagne) of Manchester, NH, to provide strategic communications and public relations services to the DRA, in an amount not to exceed \$33,000, with three options to renew for one additional year each, effective upon Governor and Council approval through June 30, 2020. 100% General Funds

Funding is available in the following account:

01-84-84-840510-1501 Document Processing, Department of Revenue Administration

103-502664 Contracts for OP Services FY 2020 \$33,000.00

**EXPLANATION**

The DRA seeks the assistance of Montagne Communications with strategic communications and public relations services in furtherance of the DRA's mission to fairly and efficiently administer the tax laws of the State of New Hampshire in manner that merits the highest degree of public confidence in our integrity. One way that the DRA achieves this goal is through frequent open and transparent communications with the public. The DRA has previous experience with receiving strategic communications and public relations services and feels that utilization of a professional vendor in this field is the most efficient and effective way to communicate important topics like cases, technology updates, and legislative changes to the taxpayer and practitioner community. Additionally, in the next year the DRA expects that this vendor will assist with extensive public outreach that will accompany the rollout of the DRA's new Revenue Information Management System (RIMS) to Meals & Rentals, Medicaid Enhancement Tax, and Nursing Facility Quality Assessment taxpayers.

On March 8, 2019, the DRA issued a Request for Proposal (RFP), RFP REV 2019-01 Strategic Communications and Public Relations Services with proposal responses due on April 02, 2019. Three proposals were evaluated on the basis of 100 points in the following categories: Technical (15 points), Solution (15 points), Experience (20 points) and Cost (50

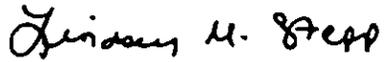
TDD Access: Relay NH 1-800-735-2964

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

points). Attached hereto as Schedule A, is the list of all bidders and their scores. Based on the evaluation criteria, Montagne was chosen as the highest scoring proposal.

We respectfully request your consideration regarding this matter.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Lindsey M. Stepp".

Lindsey M. Stepp  
Commissioner of Revenue Administration

**PROPOSAL EVALUATION SUMMARY**

**RFP REV 2019-01 Strategic Communications and Public Relations Services**

The State used a scoring scale of 100 points applied to the RFP as a whole. Points were distributed among four (4) factors

- 15 points – Technical
- 15 points - Solution
- 20 points – Vendor Company Qualifications
- 50 points - Solution Cost
- 100 points - Total Possible Score

Summary Table							
RFP REV 2019-01 Strategic Communications and Public Relations Services							
Company	Company Address	Technical 15 points	Solution 15 Points	Vendor Company Qualifications 20 Points Max	Solution Cost	Solution Cost Points 50 Points Max	TOTAL 100 Points Max
Montagne Communications	814 Elm St Suite 205 Manchester, NH 03101	12.80	13.70	17.40	\$ 33,000	60.0	93.9
m5 Marketing Communications	707 Chestnut Street Manchester, NH 03104	9.20	8.40	15.00	\$ 106,500	16.5	48.1
Broadreach Public Relations	19 Commercial Street Portland, ME 04101	11.50	11.40	15.60	\$ 49,500	33.3	71.8

DRA Individual Scorer Name	Individual Scorer Position/Agency
Lindsey Stepp	Commissioner - NH Department of Revenue Administration
Carolynn Lear	Assistant Commissioner - NH Department of Revenue Administration
Debra Bourbeau	Director of Taxpayer Services Division - NH Department of Revenue Administration
Ora LeMere	Director of Collections Division - NH Department of Revenue Administration
Roger Marchand	Project Manager - NH Department of Revenue Administration

Subject: Contract for RFP REV 2019-01 for Strategic Communication and Public Relations Services

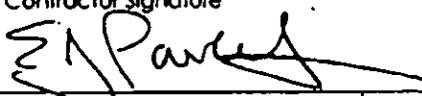
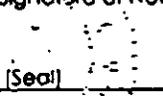
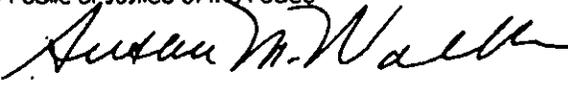
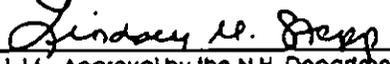
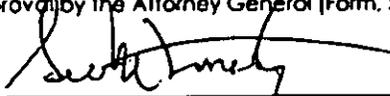
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Revenue Administration		1.2 State Agency Address 109 Pleasant Street P.O. Box 457 Concord, NH 03302-0457	
1.3 Contractor Name Montagne Communications, LLC		1.4 Contractor Address 814 Elm Street Suite 205 Manchester, 03101	
1.5 Contractor Phone Number (603) 644-3200	1.6 Account Number 01-84-84840510-1501	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$33,000
1.9 Contracting Officer for State Agency Lindsey M. Stepp, Commissioner		1.10 State Agency Telephone Number (603) 230-5006	
1.11 Contractor Signature 		1.11 Name and Title of Contractor Signatory E.J. Powers, Executive Vice President	
1.13 Acknowledgement: State of <u>NH</u> County of <u>Merrimack</u> On <u>4/30/19</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                       [Seal]                 </div> <div style="text-align: center;">  </div> <div style="text-align: right; font-size: small;">                         SUSAN M. WALKER, Notary Public                          State of New Hampshire                          My Commission Expires May 16, 2021                     </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lindsey Stepp, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>05/14/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Montagne Communications (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, Department of Revenue Administration (hereinafter referred to as the "State") with strategic communications and public relations services in accordance with RFP REV 2019-01 attached in Exhibit F and the Contractor's response to the State's Request with its Proposal Submission as described herein in Exhibit G; Proposal Submission RFP REV 2019-01.

**2. CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37, including
  - i. EXHIBIT A Scope of Services;
  - ii. EXHIBIT B Payment Terms;
  - iii. EXHIBIT C Special Provisions;
  - iv. EXHIBIT D State Confidential Information; and
  - v. EXHIBIT E State Policy # 16-007.
- b. Exhibit F Request for Proposal RFP REV 2019-01
- c. Exhibit G Proposal Submission RFP REV 2019-01
- d. Attachment B Offer Sheet
- e. Certificate of Good Standing
- f. Certificate of Vote
- g. Certificate of Liability Insurance

**3. TERM OF CONTRACT**

This Contract shall commence upon the approval of Governor and Executive Council and shall terminate on June 30, 2020, a period of approximately one (1) year, unless extended for additional terms.

The Contract may be extended for an additional three (3) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and the with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed four (4) years.

**4. SCOPE OF WORK**

**SERVICES**

The Contractor shall competently and timely perform a variety of strategic communications and public relations services as defined in Exhibit G, Proposal Submission RFP REV 2019-01, including, but not limited to: develop and maintain a Strategic Communications and Public Relations Plan; a Strategic Communication Initiative Calendar; Influencer List; Relationship Building Program for Meals and Rentals Tax Vendors; and, a Media Initiative Program both reactive and planned.

RFP REV 2019-01 STRATEGIC COMMUNICATIONS  
AND PUBLIC RELATIONS SERVICES FOR THE NHDRA

**ADDITIONAL SERVICES**

The State may request that the Contractor provide design and production services. All design and production services will be estimated by the Contractor prior to initiation with prior written approval of the State necessary to begin. The services and additional services described in this section shall hereinafter be collectively referred to as the "Services." Such projects will be billed at AGENCY'S discounted hourly rate of \$125.

**POINTS OF CONTACT**

Each party shall designate a Point of Contact as its representative under this Agreement. The Point of Contact shall be authorized to administer this Agreement on behalf of the party it represents.

The Contractor's Point of Contact is:

E.J. Powers  
Executive Vice President  
Montagne Communications  
814 Elm Street, Suite 205  
Manchester, NH 03101  
(603) 644-3200  
epowers@montagnecom.com

The State's Point of Contact is:

Lindsey M. Stepp  
Commissioner  
P.O. Box 457  
Concord, NH 03302-0457  
(603) 230-5006  
Lindsey.Stepp@dra.nh.gov

RFP REV 2019-01 STRATEGIC COMMUNICATIONS  
AND PUBLIC RELATIONS SERVICES FOR THE NHORA

EXHIBIT B

CONTRACT PRICE, METHOD OF PAYMENT, AND TERMS OF PAYMENT

1. PRICE LIMITATION

- a. The total of all payments authorized or actually made by the State under this Agreement shall not exceed \$33,000 as specified in Attachment B Offer Sheet

2. COMPENSATION

- 2.1 The Services performed by the Contractor shall be performed at the hourly rate of \$125.
- 2.2 The hourly rate shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in connection with the performance of the Services under this Agreement, and shall be the only and the complete compensation to the Contractor for the Services. The State will not be responsible for any travel or out-of-pocket expenses incurred by the Contractor in connection with the performance of the Services under this Agreement.
- 2.3 The Contractor may submit monthly invoices to the State based on the hourly rate, provided that, within those months, the Contractor performed Services.

3. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services as permitted by this Agreement. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization and identification of the Services; date and location of the Services; and personnel and hours expended performing the Services.

Upon the satisfactory performance of the Services, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

The Contractor shall submit invoices to the State's Point of Contact.

The State shall send payments to the Contractor's Point of Contact.

4. OVERPAYMENTS TO CONTRACTOR

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

5. CREDITS

The State may apply credits due to the State arising out of this Agreement, or otherwise, against the Contractor's invoices with appropriate information attached.

RFP REV 2019-01 STRATEGIC COMMUNICATIONS  
AND PUBLIC RELATIONS SERVICES FOR THE NHDRA

EXHIBIT C  
SPECIAL PROVISIONS

1. CONFLICT OF INTEREST

The Contractor represents and warrants that the Contractor has no business, professional, personal, or other interest that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, the Contractor shall immediately inform the State in writing of such conflict. Notwithstanding any provision of this Agreement to the contrary, if, in the reasonable judgment of the State, such conflict poses a material conflict to or with the performance of the Contractor's obligations under this Agreement, the State may terminate this Agreement immediately after giving the Contractor notice of termination. In the event of such a termination, Contractor shall be entitled only to payment for work actually performed up to the date of the notice of termination.

2. REFERENCE AND BACKGROUND CHECKS

The State may, at the Contractor's expense, conduct reference and background screening of the Contractor's personnel. Subject to applicable laws and regulations, the State shall maintain the confidentiality of any background screening results.

3. USE OF STATE'S INFORMATION, CONFIDENTIALITY

In performing its obligations under this Agreement, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information deemed confidential and privileged under RSA 21-J:14 and/or information exempted from public disclosure under RSA Chapter 91-A (see e.g. RSA Chapter 91-A:5 Exemptions). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of this Agreement, except as directly connected to and necessary for the Contractor's performance under this Agreement.

4. STATE'S PROPERTY

All materials including artwork, mechanicals, computer graphics and software that is commissioned by the State, produced exclusively for the State and paid for by the State, excluding any items or Services procured on behalf of the State without unlimited usage rights, shall become the exclusive property of the State.

5. LIMITATION OF LIABILITY

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the Price Limitation set forth in Form P-37, block 1.8.

6. TERMINATION FOR CONVENIENCE

**RFP REV 2019-01 STRATEGIC COMMUNICATIONS  
AND PUBLIC RELATIONS SERVICES FOR THE NHDRA**

Notwithstanding any provision of this Agreement to the contrary, the State may, at its sole discretion, terminate this Agreement for convenience by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price for any Services actually provided prior to the date of termination and properly invoiced by the Contractor in accordance herewith.

**7. CHANGE OF OWNERSHIP**

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

**8. TERMINATION PROCEDURE**

- 8.1 In the event of an early termination of this Agreement for any reason other than the completion of Services, the State, in addition to any other rights provided in this Agreement (including those in Form P-37, block 10), may require the Contractor to deliver to the State any property of the State, including without limitation, artwork, mechanicals, computer graphics, and software.
  
- 8.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:
  - a. Stop work under this Agreement on the date, and to the extent specified, in the notice;
  - b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and call claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
  - c. Take such action as the State directs, or as necessary to preserve and protect the property related to this Agreement which is in the possession of the Contractor and in which the State has an interest;
  - d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
  - e. Provide written certification to the State that the Contractor has surrendered to the State all said property; and
  - f. Assist in transition services, as reasonably requested by the State at no additional cost.

**9. SURVIVAL**

Contractor Initials   
Date 4/30

**RFP REV 2019-01 STRATEGIC COMMUNICATIONS  
AND PUBLIC RELATIONS SERVICES FOR THE NH DRA**

The terms, conditions and warranties contained in this Agreement that by their context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

**EXHIBIT D  
STATE CONFIDENTIAL INFORMATION**

The Contractor acknowledges that its performance of this Agreement includes access to State Confidential Information, including, but not limited to, any information obtained from the State's records, files, or returns, that is subject to state or federal laws/rules restricting the access, use, and disclosure of confidential information, including, but not limited to, RSA 21-J:14 and Internal Revenue Code Sections 7213 and 7213A. The Contractor also acknowledges that its access to State Confidential Information is subject to EXHIBIT E – State Policy No. 16-007, "Contractor Disclosures of Taxpayer and Department Information," and EXHIBIT C – Special Provisions, which are incorporated herein by reference. The Contractor shall ensure that every employee or subcontractor with access to State Confidential Information has read, understands, and has signed State Policy No. 16-007, "Contractor Disclosure of Taxpayer and Department Information," and shall provide copies of the signed document upon request of the State.

The Contractor agrees to hold and maintain State Confidential Information in strictest confidence for the sole and exclusive benefit of the State. The Contractor shall not use State Confidential Information except for the purpose of performing its obligations under this Agreement, and shall not disclose State Confidential Information in any manner to any person without prior written approval of the State. The Contractor shall immediately notify the State upon request for any State Confidential Information, regardless of whether disclosure is permitted or required by judicial decree or state or federal laws/rules. The Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

The Contractor shall implement, maintain, and use safeguards to protect State Confidential Information from any unauthorized use or disclosure in at least the same manner and to the same degree the Contractor protects its own confidential information. The Contractor shall carefully restrict access to State Confidential Information to the Contractor's personnel engaged in the Services, and shall advise those persons that they are prohibited from using State Confidential Information except for the purpose of performing the Contractor's obligations under this Agreement, and from disclosing Confidential Information. It is unlawful for any officer or employee of the Contractor willfully to disclose Confidential Information to any person. Any violation of RSA 21-J:14 or Internal Revenue Code Sections 7213 or 7213A is punishable upon conviction by a fine or imprisonment or both.

In the event of any unauthorized use or disclosure of State Confidential Information, the Contractor shall immediately notify the State both orally and in writing. The State shall investigate whether an offense has been committed in accordance with EXHIBIT E – State Policy No. 16-007, "Contractor Disclosure of Taxpayer and Department Information," which is incorporated herein by reference. Any such offense is an Event of Default under this Agreement. The Contractor's failure to immediately notify the State both orally and in writing of any unauthorized use or disclosure of Confidential Information is also an Event of Default, regardless of whether the State determines that an offense has been committed. Upon the occurrence of an Event of Default, the State may immediately treat this Agreement as breached and pursue any remedies at law or in equity or both.

Handwritten signature and date in the Contractor Initials and Date fields.

RFP REV 2019-01 STRATEGIC COMMUNICATIONS  
AND PUBLIC RELATIONS SERVICES FOR THE NHDRA

If any provision of this Exhibit conflicts with any provision of this Agreement, the provision of this Exhibit shall govern.

EXHIBIT E  
STATE POLICY NO. 16-007  
Contractor Disclosures of Taxpayer and Department Information

NOTE: This Policy and Procedure is intended for the use of the Department of Revenue Administration and its contractors and vendors and is not intended to establish any higher standard of care in any civil or criminal court proceeding or action than is otherwise provided by applicable state or federal law.

I. Purpose

The purpose of this Policy and Procedure is to set forth the policy for required contractor contract terms relevant to the disclosure of taxpayer and Department of Revenue Administration (DRA) information, the procedure for a contractor to report disclosures of taxpayer or DRA information, and the investigatory procedure when a contractor disclosure incident is reported.

This Policy on Contractor Disclosure of Taxpayer and DRA Information ("Policy") shall be read in a manner that is consistent with state and federal law, including RSA 21-J:14 and Internal Revenue Code Sections 7213 and 7213A, as well as state administrative rules governing both the confidentiality of taxpayer information and procurement, and all relevant contracts including contracts for the exchange of information with the federal government and other states. In instances where this policy conflicts with the aforementioned authorities, those authorities shall govern.

For purposes of this Policy, the term "contractor" shall mean any individual or organization, including employees and subcontractors that the DRA contracts with for the provision of goods or services that does or may have access to any DRA information, including taxpayer records, files, returns, or return information. The term shall include any employee of a temporary employment or staffing agency assigned to work at the DRA.

II. Policy

Any DRA information, including taxpayer records, files, returns, or return information contained in the records of the DRA or the contractor, or developed by the contractor through its activities on behalf of the DRA, is confidential and privileged pursuant to RSA 21-J:14, even in instances where identical information is public information in another individual's or organization's records. The use of such confidential information for purposes other than for tax administration on behalf of the DRA is a violation of New Hampshire RSA 21-J:14 and, when federal tax information is involved, United States Internal Revenue Code (IRC) Sections 7213 and 7213A. A

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willful violation of RSA 21-J:14 constitutes a class A misdemeanor, punishable in accordance with RSA 626:2. A willful violation of IRC Sections 7213 and 7214A may constitute up to a felony. An impermissible disclosure includes, but is not limited to: (1) disclosing taxpayer information or DRA records or files to an individual or entity not authorized to receive it under RSA 21-J:14; (2) accessing taxpayer information or DRA records or files that exceeds what is necessary for the contractor to perform the services the contractor has been contracted to provide the DRA [each contractor employee shall access only that information that is necessary to perform that employee's individual job duties]; (3) comingling taxpayer information or DRA records or files with any other files or records of the contractor; and (4) misusing, abusing, losing, or damaging the DRA's records or information, including the failure to safeguard records, files, returns, or return information contained in the records of the contractor, or developed by the contractor.

The severity of an impermissible disclosure will depend upon the extent to which the disclosure may compromise the DRA's proprietary information, the extent and type of information lost or destroyed, whether the impermissible disclosure was made for personal gain, the extent to which the loss of information impacts the DRA, the extent of the risk of identity theft, the failure to encrypt or protect passwords, the failure to cooperate in the investigation, the failure to report any known or suspected impermissible disclosure, and the number of previous impermissible disclosures by the contractor.

It is the policy of the DRA that contracts include provisions addressing the contractor's obligations with respect to taxpayer and DRA information as outlined below. It is also the policy of the DRA that impermissible contractor disclosures of taxpayer or DRA information are to be reported and investigated in accordance with the procedures below.

III. Procedures

A. REPORTING DISCLOSURE INCIDENTS

1. When a contractor knows or suspects that an impermissible disclosure has been made by the contractor or one of the contractor's employees or subcontractors, the following procedure shall govern:

- a. The contractor shall immediately report the incident to the DRA.
- b. The DRA employee that receives the report shall immediately notify the Assistant Commissioner of the incident and all facts and documentary evidence provided by the contractor.

2. When a DRA employee receives notification or other information from anyone other than the contractor indicating that an impermissible disclosure has or may have been made by the contractor or one of the contractor's employees or subcontractors, the following procedure shall govern:

- a. The DRA employee that receives the notification or other information indicating that an impermissible disclosure has or may have occurred shall immediately notify the Assistant Commissioner of the incident and all facts and documentary evidence provided by the person reporting the incident.



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- b. The Assistant Commissioner shall immediately notify the contractor that a potential disclosure incident has been reported and that an investigation shall be conducted.

**8. INVESTIGATING REPORTED INCIDENTS**

When the Assistant Commissioner's Office receives a report of an incident, the following procedure shall govern:

1. The Assistant Commissioner shall review the information and documents provided by the reporting party and request that the Internal Auditor conduct an investigation of the incident.
2. The Internal Auditor shall interview the contractor, any employee or subcontractor of the contractor, and any other individual believed to have information relating to the incident. The Internal Auditor shall request:
  - i. All documentation concerning the incident;
  - ii. The names of all employees or other individuals believed to have knowledge of the incident; and
  - iii. Any further information that the Internal Auditor deems necessary to evaluate the incident.
3. The Internal Auditor shall conduct any further research and interviews necessary to investigate the incident.
4. At the close of the investigation, the Internal Auditor shall complete and sign a Vendor Disclosure Investigation Report ("VDIR") and submit the completed VDIR to the Assistant Commissioner's office.
5. Upon receipt of the completed and signed VDIR from the Internal Auditor, the Assistant Commissioner shall review the VDIR and determine whether the VDIR contains enough information to determine whether the incident was an impermissible disclosure. If the VDIR requires further information, the Assistant Commissioner shall refer it back to the Internal Auditor with written instructions on the additional information required. The Internal Auditor shall file the requested additional information with the Assistant Commissioner upon obtaining the requested information.
6. Once the VDIR is complete, the Assistant Commissioner shall perform an analysis to determine whether an impermissible disclosure has occurred. If an impermissible disclosure has not occurred, the Assistant Commissioner shall so notify the contractor. If an impermissible disclosure has occurred, that finding shall be issued and referred to Revenue Counsel for consultation on the appropriate response.

  
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EXHIBIT F

State of New Hampshire  
Department of Revenue Administration



Lindsey M. Stepp  
Commissioner

Strategic Communications and Public Relations Services for the NHDRA  
Request for Proposal (RFP)

RFP Posted Date (on or by): 3/08/2019  
RFP Closing Date and Time: 03/27/2019 @ 1:30 PM (EST)

Contractor Initials  
Date

LS  
3/27/19

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APPENDIX D: RFP TRANSMITTAL LETTER

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Contractor Initials

Date

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**SECTION 1 – OVERVIEW AND SCHEDULE**

**Purpose**

The purpose of this RFP REV 2019-01 Strategic Communications and Public Relations Services for the NHDRA (the "RFP") is to procure consulting services for strategic communications and public relations services for the State of New Hampshire Department of Revenue Administration (hereinafter referred to as the "NHDRA") as indicated in the SCOPE OF SERVICES and Appendix A: OFFER sections of this RFP (the "Services"), in accordance with the requirements of this RFP and any resulting contract (the "Contract"). NHDRA desires to contract with a single company that can supply one or more consultants with the requisite skills and experience as well as depth of knowledge required to complete these tasks.

**Timeline Schedule of Events**

The timeline below is provided as a general guideline and is subject to change. The NHDRA reserves the right to amend this schedule at its sole discretion and at any time through a published addendum.

3/08/2019	RFP Posting Date (on or about)
3/08/2019	Vendor Inquiry Period begins (on or about)
3/23/2019	Vendor Inquiry Period ends (last day for Vendor questions)
3/28/2019	Final NHDRA responses to Vendor Inquiries
4/02/2019	By 1:30 PM (EST) RFP Closing Date and time for Proposal submissions
4/11/2019	Oral interviews and Product Demonstrations (if necessary)
4/16/2019	Winning Vendor notification
4/30/2019	Contract negotiation concludes
7/01/2019	Governor and Council approval & new Contract start

**Instructions to Vendors**

Read the entire RFP prior to making a Proposal. In the preparation of your Proposal you must:

- Complete the pricing information in the Appendix A: OFFER section.
- Submit all requested information within your response.
- Complete the "Vendor(s) Contact Information" in the Appendix A: OFFER section.
- Complete the Appendix D: RFP TRANSMITTAL LETTER including the company information and sign the proposal in the space provided on that page. The signature page must be notarized to be an official submission.

**SECTION 2 – DESCRIPTION OF AGENCY/PROGRAM ISSUING THE REQUEST FOR PROPOSALS**

**Background**

The NHDRA mission is to fairly and efficiently administer the tax laws of the state. The NHDRA is committed to transparency and openness. Over the past three years the NHDRA has established relationships with vendors that provided strategic communications and public relations services support. The services provided by these vendors helped the NHDRA in achieving its mission to fairly and efficiently administer the tax laws of the State of New Hampshire through proactive and effective taxpayer and tax practitioner communications.

- In FY2016 NHDRA sought the assistance of the Department of Resources and Economic Development's Division of Travel and Tourism Development for marketing the NHDRA's 2015-2016 Tax Amnesty Program. With a vendor's assistance promoting the program, NHDRA collected nearly \$19 million in unpaid taxes: an amount that exceeded legislative estimates by \$3 million.
- In early FY2018, the NHDRA determined that communications and taxpayer outreach should be a primary agency priority. In order to evaluate the NHDRA's current communication and outreach strategy the NHDRA entered into a separate contract with a vendor, to complete a comprehensive

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communications audit of the NHDRA and to deliver and implement a plan to improve its communications effectiveness.

- In late FY 2018 the NHDRA, after a careful review of the communication audit results, decided to continue to receive services to assist the NHDRA in implementing the communications plan that resulted from the communications audit. The communications support provided by the Vendor selected through this RFP process will assist the NHDRA in achieving its mission to fairly and efficiently administer the tax laws of the State of New Hampshire through proactive and effective taxpayer and tax practitioner communications.

### **SECTION 3 – PROPOSED SCOPE OF SERVICES**

Vendor shall provide the Services for the NHDRA. The Vendor shall competently and timely perform a variety of strategic communications and public relation services as defined in the Requirements section below. Vendor shall be responsible for provision of all labor, transportation, and permits as necessary to supply the required level of services as described herein. The Vendor must be experienced in public relations and communications effectiveness, tracking outcomes, and developing strategic communication plans.

#### **Requirements**

Include verification of Vendor ability to meet each of the following requirements. These requirements will assist both NHDRA and Vendor in future consideration of award.

##### **Business Requirements**

- Develop, maintain and implement a Strategic Communications and Public Relations Plan.
- Develop and maintain a Strategic Communication Initiative Calendar for NHDRA.
- Develop and maintain Influencer List for NHDRA.
- Develop and maintain Relationship Building Program for Meals and Rentals Tax vendors.
- Develop and maintain a Media Initiative Program both reactive and planned.

##### **General Requirements**

- The Proposal is date and time stamped before the Final Date for Proposal Submissions as defined in Section 1: Timeline Schedule of Events.
- The Contract requirements set forth in Section 3: Requirements, herein and *Appendix B: Form P37 Agreement and Standard Terms and Conditions - General Provisions* shall constitute the basis for any Contract resulting from this RFP.
- The Contract and all obligations of the parties thereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract (the "Effective Date").
- Vendor shall have a minimum of five (5) years of relevant experience providing similar services to similar governmental entities. Administrative and technical staff shall be of sufficient size and knowledge base to support NHDRA in its initiatives. In order to demonstrate market experience and breadth, identify other product offerings or tools from your company within the response.
- Vendor shall be bound by applicable NHDRA confidentiality policies.
- The Contract shall include NHDRA's Confidential Information Contract Provisions.

##### **Subcontractors**

- Any Contract resulting from this RFP shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other person without prior written approval by NHDRA.
- If subcontractors are to be used, the Contractor must clearly explain their participation.
- If subcontractors are to be used, please include information regarding the proposed subcontractors including the name of the company, their address, contact person and three references for clients they are currently servicing.
- The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.
- Subcontractors must abide by all terms and conditions under any resultant Contract.

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**Additional Requirements**

- NHDRA requires ten (10) days' advance knowledge of work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
- All work must be performed according to the specifications of the Contract to the satisfaction of NHDRA.
- The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as it deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and NHDRA.
- The Vendor or their personnel shall not represent themselves as employees or agents of NHDRA.
- While on State property, employees shall be subject to the control of NHDRA, but under no circumstances shall such persons be deemed to be employees of the State.
- All personnel shall observe all regulations or special restrictions in effect at NHDRA.
- The Vendor's personnel shall be allowed only in areas where services are being performed.
- All Proposals shall remain valid for a period of one hundred eighty (180) days following the deadline for submission of Proposals, or until the Effective Date of any resulting Contract, whichever is later.
- A Vendor's disclosure or distribution of an RFP other than to the NHDRA may be grounds for disqualification.
- RFP prices must be in US dollars and must include delivery and all other costs required by this RFP invitation. Special charges, surcharges, processing charges (including credit card transaction fees), delivery charges, or fuel charges of any kind (by whatever name) may not be added on at any time.

**SECTION 4 – PROCESS FOR SUBMITTING A PROPOSAL**

**Proposal Submission, Deadline, and Location Instructions**

- Proposals submitted in response to this RFP must be received by the NHDRA no later than the time and date specified in the Timeline Schedule of events in Section 1, herein. Late submissions will not be accepted and will be returned to the Vendor unopened. Delivery of the Proposals shall be at the Vendor's expense.
- All Proposals submitted in response to this RFP must consist of at least:
  - One (1) original and five (5) clearly identified copies of the Proposal, including all required attachments; and
  - One (1) original clearly identified electronic copy of the Proposal; including all required attachments contained on digital media device such as USB Flash drive.
- Delivered via U.S. Mail or delivery service and must be addressed to:

RFP#REV 2019-01 Strategic Communications and Public Relations Services for the NHDRA  
c/o Roger Marchand, Project Manager  
NH Department of Revenue Administration  
109 Pleasant Street  
Concord NH 03301

- A Proposal shall be deemed received by the NHDRA at the time that it is officially documented by the DRA as having been received at the location designated above in accordance with its established policies and procedures.
- NHDRA accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for any reason. Any damage that may occur due to shipping shall be the Vendor's responsibility.

  
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**Proposal Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated point of contact:

To: Roger Marchand at email: [DRA-PMO@DRA.NH.GOV](mailto:DRA-PMO@DRA.NH.GOV)

Inquiries must be received in writing no later than the conclusion of the Vendor Inquiry Period (see Timeline Schedule of Events). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

**Addenda**

In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, the NHDRA will post on the Department of Administrative Services web site any addenda. Before your submission and periodically prior to the RFP closing, Vendors are required to check the site 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.asp>.

**Restriction of Contact with State Employees**

From the date of release of this RFP until an award is made to a Vendor and publically announced, all communication with personnel employed by or under contract with the NHDRA regarding this RFP is forbidden unless first approved by the RFP Point of Contact listed in the Proposal Inquiries section, herein. NHDRA employees have been directed not to hold conferences and/or discussions concerning this RFP with any vendor during the selection process, unless otherwise authorized by the RFP Point of Contact.

**SECTION 5 - CONTENT AND REQUIREMENTS FOR A PROPOSAL**

Proposals shall follow the following format and provide the required information set forth below. Elaborate proposals beyond what is sufficient to present a complete and effective proposal are not desired.

**a) Executive Summary (1-2 Pages)**

Vendor Executive Summary, identifying how the Proposal submitted satisfies the RFP requirements. The executive summary must include an overview of the Vendor's proposed methodology to provide the Services for the NHDRA and also a description of the Vendor facilities and subcontractor facilities, general company operations, conferencing features and functionality, support and training, if applicable. The Vendor must clearly identify its qualifications to meet the requirements defined in the RFP and reveal a clear understanding of the RFP requirements.

**b) Company Profile (1-2 Pages)**

Provide full details regarding the following items in support of the Vendor's experience and ability to provide the Services. Include:

- Full legal company name;
- Year business started;
- If applicable, information on any parent/subsidiary relationships with any other company or companies;
- State of incorporation;
- Location of headquarters;
- Current number of people employed;
- Details of any litigation during the last ten (10) years that your company is or was a party to in which an adverse decision might result in a material change in the company's financial position or future viability;
- Presence in the State of New Hampshire;
- Identification of which services are provided via the Vendor and those intended to be resold or provided by a subcontractor;

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- Sub-contractors, including company name, address, contact person and three references for clients they are currently servicing.
- c) **Experience In Providing Similar Service** (4-8 Pages)
- Provide three (3) detailed examples of deployments where the Vendor implemented strategic communications and public relations services. Details must include customer contact information allowing NHDRA to contact the respective Vendor customer. All contact information must be current. NHDRA is not responsible to search for contact individuals to verify information;
  - Provide detailed examples of other strategic communications and public relations services that the Vendor has performed for similar governmental entities. Vendor must discuss implementation schedule and any significant project milestones;
  - Provide three (3) detailed references for each sub-contractor intended to be used by the Vendor. Details must include customer contact information allowing NHDRA to contact the respective Vendor customer. All contact information must be current. NHDRA is not responsible to search for contact individuals to verify or update information.
  - Describe your project team and provide resumes of key staff that will provide Services. (Page Count does not apply for Resumes)
- d) **Strategic Communications and Public Relations** (up to 7 Pages)
- Prepare and submit responses to the following items:
- Describe your company's methodology and approach to handling media relations and public relations (PR).
  - Provide a list of your company's most current clients receiving said services.
  - Outline a successful PR campaign your company has implemented: (Limit response to one page)
  - Describe your approach in utilizing PR in support of a mission, or business campaign. (Limit response to one page)
  - Describe a campaign that successfully increased visibility and awareness of services and brand recognition. Provide an example of Creativity – Design and Storytelling.
  - Define the technical approach and methodology of providing services, addressing all RFP aspects as noted within the Scope of Services.
  - Describe your company's approach to strategic planning and the evaluation measures that are imposed during the process to ensure that the thinking generated and solutions presented best serve the interests of the client.
  - Provide an explanation of how your company measures/determines the effectiveness of advertising/marketing programs and campaigns including return on investment (ROI).
  - Provide a detailed work plan defining how Services will be implemented, timeframe to implement Services.
- e) **Value Added Services** (1-2 Pages)
- Vendors are invited to offer Value Added Services not defined within, but related to communications and public relations services. Define all such offerings narrative within the Proposal. NHDRA shall be the sole determinant in acceptance or rejection of any additional services offerings and inclusion in a resulting contract.
- f) **Cost/Pricing**
- Prepare and submit your best pricing offer and cost sheet.
- Pricing must be provided and presented in hourly rates based on work performed and include hourly amount when/if agreed upon hours have expired.
  - Pricing should include, but not be limited to, the following categories:
    - o the Services
    - o Electronic newsletters and communications
    - o Media creation, planning, negotiation

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- o Content creation
- o Creative development
- The price(s) quoted should be inclusive.

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**SECTION 6 – EVALUATION OF PROPOSALS**  
**Criteria for Evaluation and Scoring**

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

The Evaluation Committee will use a scoring scale of 100 points, a maximum of 50 points awarded based on the Price Proposal, a maximum of 20 points awarded for the Experience and a maximum of 15 points awarded for the Requirements & Implementation and a maximum of 15 points awarded for Approach & Creativity. The maximum points that will be awarded are shown in the Vendor Scoring Categories table below.

**Formal Presentations/Demonstrations/Discussions**

During the evaluation process the NHDRA may require a Vendor to answer questions with regard to the proposal, make formal presentations to the evaluation team, and/or provide demonstrations. If formal presentations are required the NHDRA shall invite up to the five (5) highest scoring vendors.

<b>VENDOR SCORING CATEGORIES</b>	<b>POINTS</b>
<b>RFP PROPOSAL</b> with the following potential maximum scores for each RFP Proposal category:	
<b>Approach &amp; Creativity</b> Strategic communications and public relations approach methodology Creativity – Design and storytelling Reporting	15
<b>Requirements &amp; Implementation</b> Requirements match Ease of implementation Project work plan	15
<b>Experience</b> Company profile and staff qualifications Experience in providing similar service	20
<b>PRICE PROPOSAL</b> with the following potential maximum score:	50
<b>TOTAL POTENTIAL VENDOR PROPOSAL AND PRICE POINTS</b>	100

The evaluation team will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting defined in this section. Oral interviews and reference checks, to the extent they are utilized by the NHDRA, will be used to refine and finalize preliminary scores.

**Planned Evaluations**

NHDRA plans to use the following evaluation process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Preliminary evaluation of the Proposals;
- Oral interviews and Product Demonstrations (if necessary);
- Final Evaluation of Proposals and scoring;
- Review of Price Proposals and final scoring; and
- Best and Final Offer (BAFO) if appropriate; and
- Select the highest scoring Vendor (s) and begin contract negotiation.

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**Initial Screening**

The Agency will conduct an initial screening step to verify Vendor compliance with the submission requirements set forth in the RFP and the minimum content set forth in Section 5 of this RFP. NHDRA 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.

**Preliminary Scoring of Proposals**

NHDRA will establish an evaluation team to initially score the Proposals. This evaluation team will review the proposals and give a preliminary score to the proposals under the guidelines set forth in Section 6.

**Oral Interviews and Product Demonstrations**

If NHDRA determines that it is appropriate, Vendors may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. NHDRA retains the sole discretion to determine whether to conduct oral interviews, with which proposers; and the number of interviews. Vendors are advised that NHDRA may decide to conduct interviews with less than all responsive proposers.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. NHDRA may ask the Vendor to provide written clarifications of elements in its Proposal regardless of whether it intends to conduct Oral Interviews. Information gained from oral interviews and product demonstrations will be used to refine Vendor Proposal review scores assigned from the initial review of the Proposals.

**Final Scoring of Proposals**

Following oral interviews, product demonstrations, reference checks (if appropriate) and/or review of written clarifications of proposals requested by NHDRA, the evaluation team will determine a final score for each Vendor Proposal.

**Price Proposal Review**

Price proposals will be reviewed upon completion of the final scoring of proposals. The Vendor's Price Proposal will be allocated a maximum potential score of 50 points. Vendors are advised that this is **not a low bid award** and that the scoring of the price proposal will be combined with the scoring of the Vendor Proposal to determine the overall highest scoring Vendor.

The following formula will be used to assign points for costs:

**Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Number of Points for Score**  
For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Vendor who has been qualified to submit a bid.

**No Best and Final Offer**

The Proposal should be submitted initially on the most favorable terms which the Vendor can offer. There will be no best and final offer procedure. The Vendor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

**Award**

The award shall be made to the Vendor meeting the criteria established in this RFP and providing the highest evaluation process score. The NHDRA reserves the right to reject any or all proposals or any part thereof. If an award is made, it shall be in the form of a State of New Hampshire Contract.

If the NHDRA determines to make an award, the NHDRA will issue an "intent to negotiate" notice to a Vendor based on the evaluations. Should the NHDRA be unable to reach agreement with the selected Vendor during contract discussions, the NHDRA may then undertake contract discussions with the second preferred Vendor.

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and so on, or the NHDRA may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

**SECTION 7 – TERMS AND CONDITIONS RELATED TO THE RFP PROCESS**

**RFP Addendum**

The NHDRA reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the NHDRA, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

**Non-Collusion**

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Statement of Work quoted have been established without collusion with other Vendors and without effort to preclude the NHDRA from obtaining the best possible competitive Proposal.

**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 Vendor. Upon Contract award, the NHDRA reserves the right to use any information presented in any Proposal.

**Confidentiality of a Proposal**

Unless necessary for the approval of a Contract, the substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Vendor's disclosure or distribution of Proposals other than to the NHDRA will be grounds for disqualification.

**Public Disclosure**

Generally, the full contents of any Proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by NHDRA, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the NHDRA shall, after final negotiations with the selected Vendor are complete, attempt to maintain the confidentiality of portions of a bid or Proposal that are clearly and properly marked by a vendor as confidential in accordance with the procedures set forth in *Appendix C: Confidential Information Contract Provisions*.

**Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit the NHDRA to award a Contract. NHDRA reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

**Proposal Preparation Cost**

By submitting a Proposal, a Vendor agrees that in no event shall NHDRA be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

**Ethical Requirements**

From the time this RFP is published until a contract is awarded, no Vendor 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 a contract. Any Vendor that violates RSA 21-G:38 shall be subject to

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prosecution for an offense under RSA 640:2. Any Vendor 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 responding to the RFP, and every such Vendor shall be disqualified from bidding on or responding to any RFP or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

**SECTION B – CONTRACT TERMS AND AWARD**

**Non-Exclusive Contract**

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other contractors to provide any of the Services identified under this RFP or make an award by item, part or portion of an item, group of items, or total Proposal.

**Award**

If NHDRA decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire.

**Standard Contract Terms**

NHDRA will require the successful bidder to execute a Not to Exceed contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix B: *FORM P37 AGREEMENT AND STANDARD TERMS AND CONDITIONS*.

The Term of the Contract will be for (1) year from the Effective Date. The contract term may be extended (3) three times, each time by an additional term of 1 year at the sole option of NHDRA, subject to the parties' prior written agreement on terms and applicable fees for each extended term.

NHDRA may consider modifications of this form during negotiations. To the extent that a Vendor believes that exceptions to the standard form contract will be necessary for the Vendor to enter into the Contract, the Vendor should note those issues during the Vendor Inquiry Period. NHDRA will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If NHDRA accepts a Vendor's exception, NHDRA will, at the conclusion of the inquiry period, provide notice to all potential vendors of the change to the P-37 and indicate that change is available to all potential bidders.

Any exceptions to the standard form contract that are not raised during the Vendor Inquiry Period are waived. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for NHDRA's terms in response to this RFP.

**If Awarded a Contract**, the Vendor must complete the following sections of the attached State of New Hampshire Form #P-37:

Section 1.3 Vendor name

Section 1.4 Vendor address

Section 1.11 Vendor signature

Section 1.12 Name & Title of Vendor signor

Section 1.13 Acknowledgements

Section 1.13.1 Signature of Notary Public or Justice of the Peace

Section 1.13.2 Name & title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described below.
- Provide certificate of workers' compensation.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

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**Certificate of Insurance**

Vendors awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for NHDRA. The coverage shall include 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.

**Termination**

NHDRA shall have the right to terminate the Contract at any time by giving the successful Vendor a thirty (30) day written notice.

**Vendor Certifications**

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

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to award, Vendors must have a completed Vendor 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:** An 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/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If required by the using agency, the Vendor will have signed by each of its employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

**Invoicing**

Invoices shall be submitted after completion of work to NHDRA. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to NHDRA's satisfaction.

**Payment**

Payments shall be made via ACH or Procurement Card (P-card = State issued procurement card) unless otherwise specified by NHDRA. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

**Notification and Award of Contract(s)**

Award results will not be given by telephone. For Vendors wishing to attend the proposal closing, only the number of vendors submitting responses will be made public. Specific response information will not be given out. Proposal results (vendor names and rank or scores) will be made public five days prior to submission to Governor and Council for final approval of the contract(s).

Proposal results may be viewed on the State's website at: <https://das.nh.gov/Purchasing/vendorresources.asp> when they become public.

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**APPENDIX A: OFFER**

Vendor hereby offers to perform the Services to the State of New Hampshire Department of Revenue Administration as specified at the prices quoted below, in complete accordance with general and detailed specifications and requirements included herewith.

**Cost of Proposed Solution: Table 1**

This table is provided for cost comparison only and shall not be deemed to reflect actual purchases.

Cost Item	Hours	Hourly Rate	Hours X Hourly Rate
Develop, maintain and implement a strategic communications and public relations plan	TBD	\$	\$
Develop and maintain a strategic communication and initiative calendar for the State	TBD	\$	\$
Develop and maintain influencer list for NHDR	TBD	\$	\$
Develop and maintain relationship building program for Meats and Rentals Tax Operators	TBD	\$	\$
Develop and maintain a media initiative program both reactive and planned	TBD	\$	\$
<b>Total Cost</b>			\$

**VENDOR CONTACT INFORMATION:**

Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

_____	_____	_____
Contact Person	Local Telephone Number	Toll Free Telephone Number
_____	_____	_____
E-mail Address	Company Website	DUNS #
_____	_____	
Vendor Company Name	Vendor Address	

**Note: To be considered, proposal must be signed and notarized on front cover sheet in the space provided.**

Contractor Initials   *ES*    
Date   1/30

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**APPENDIX B: FORM P37 AGREEMENT AND STANDARD TERMS AND CONDITIONS**

**SAMPLE FORM TO BE COMPLETED UPON AWARD**

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

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

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

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

Contractor Initials EA  
Date 4/30

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By:

On:

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

The signature is a stylized, handwritten mark that appears to be the initials 'JF' followed by a date '11/30'.

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**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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APPENDIX C: CONFIDENTIAL INFORMATION CONTRACT PROVISIONS

Any and all information contained in or connected to a bid or Proposal that a vendor considers confidential shall be clearly designated in the following manner:

If the Vendor considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", will not effectively designate the material as confidential. In addition to providing an additional fully redacted copy of the Proposal submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the NHDRA as not conforming to the requirements of the Proposal. The NHDRA will generally assume that a Proposal submitted without an additional redacted copy contains no information which the Vendor deems confidential. Proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the NHDRA, may be released to the public, including by means of posting on state web sites.

NHDRA shall have no obligation to maintain the confidentiality of any portion of a Proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the Vendor waives any claim of confidentiality as to any portion of a response to this RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire Proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a Proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, Vendors acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of Proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the Proposal or related material shall not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality. The State shall have no obligation to advise a Vendor that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a Proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of

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New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

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

*AS*  
*2/20*

APPENDIX D: RFP TRANSMITTAL LETTER

STATE OF NEW HAMPSHIRE REQUEST FOR PROPOSAL TRANSMITTAL LETTER

Date: 3/29/19

Company Name: MONTAGNE COMMUNICATIONS  
Address: 814 ELM ST. SUITE 215  
MANCHESTER, NH 03101

Point of Contact: Roger Marchand  
Telephone: 603-230-5074  
Email: roger.marchand@dra.nh.gov

Proposal Invitation Name: Strategic Communications and Public Relations Services for the DBA  
RFP Number: REV 2019-01  
RFP Posted Date (on or by): 3/6/2019  
RFP Closing Date and Time: 4/02/2019 @ 1:30 PM (EST)

[Insert name of signor] E.V. POWERS on behalf of MONTAGNE COM. [insert name of entity submitting a proposal, collectively referred to as "Vendor"] hereby submits an offer, as contained in the written proposal submitted herewith ("Proposal") to the State of New Hampshire in response to RFP # 2019-01 for Strategic Communications and Public Relations Services for the NHDRA (the "RFP") at the price(s) quoted herein in complete accordance with the RFP.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the RFP.
2. The Vendor has not altered any of the language or other provisions contained in the RFP document.
3. The Proposal is effective for a period of 180 days from the RFP Closing date as indicated above.
4. The prices Vendor has quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands the RFP.
6. Further, in accordance with RSA 214:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving on trust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the State of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finding 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 NHDRA 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 214:11-c within the past year.

Authorized Signor's Signature [Signature] Authorized Signor's Title EVP

NOTARY PUBLIC / JUDGE OF THE PEACE

COUNTY Merrimack STATE New Hampshire

Signed and sworn to (or affirmed) before me on 3/29/19 (date) by E.V. Powers (name) as EVP (title) of Montagne Com. (name of party on behalf of whom this attestation is made).

[Signature]  
(Notary Public / Judge of the Peace)

My commission expires: \_\_\_\_\_ (Date)

SUSAN M. WALKER, Notary Public  
State of New Hampshire  
My Commission Expires May 18, 2021

PREVIOUSLY SUBMITTED

RFP REV 2019-01 STRATEGIC COMMUNICATIONS AND PUBLIC RELATIONS SERVICES FOR THE NHDRA

APPENDIX D: RFP TRANSMITTAL LETTER

STATE OF NEW HAMPSHIRE REQUEST FOR PROPOSAL TRANSMITTAL LETTER

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact: Roger Marchand  
Telephone: 603-230-5074  
Email: roger.marchand@dra.nh.gov

Proposal Invitation Name: Strategic Communications and Public Relations Services for the DRA  
RFP Number: REV 2019-01  
RFP Posted Date (on or by): 3/8/2019  
RFP Closing Date and Time: 4/02/2019 @ 1:30 PM (EST)

[Insert name of signor] \_\_\_\_\_, on behalf of \_\_\_\_\_ [insert name of entity submitting a proposal (collectively referred to as "Vendor") hereby submits an offer as contained in the written proposal submitted herewith ("Proposal") to the State of New Hampshire in response to RFP # 2019-01 for Strategic Communications and Public Relations Services for the NHDRA (the "RFP") at the price(s) quoted herein in complete accordance with the RFP.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the RFP.
2. The Vendor has not altered any of the language or other provisions contained in the RFP document.
3. The Proposal is effective for a period of 180 days from the RFP Closing date as indicated above.
4. The prices Vendor has quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands the RFP.
6. Further, in accordance with RSA 214:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the State of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the NHDRA 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 214:11-c within the past year.

Authorized Signor's Signature \_\_\_\_\_ Authorized Signor's Title \_\_\_\_\_

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_

Signed and sworn to (or affirmed) before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name) as \_\_\_\_\_ (title) of \_\_\_\_\_ (name of party on behalf of whom this attestation is made).

Contractor Initials EM  
Date 4/30

RFP REV 2019-01 STRATEGIC COMMUNICATIONS  
AND PUBLIC RELATIONS SERVICES FOR THE NHDRA

(Notary Public/Justice of the Peace)

My commission expires: \_\_\_\_\_ (Date)

EXHIBIT G



# PROPOSAL FOR SERVICES

April 2019

## Vendor Contact Info

VENDOR CONTACT INFORMATION:

EJ Powers                      (603) 644-3200                      N/A  
Contact Person                      Local Telephone Number                      Toll Free Telephone Number

epowers@montagnecom.com                      www.montagnecom.com  
Email Address                      Company Website

012632740                      Montagne Communications  
DUNS #                      Vendor Company Name

814 Elm Street, Suite 205, Manchester, New Hampshire, 03101  
Vendor Address

RFP REV 2019-01 STRATEGIC COMMUNICATIONS  
AND PUBLIC RELATIONS SERVICES FOR THE NHRA

a) Executive Summary

Montagne Communications (Montagne) has been working to advance the New Hampshire Department of Revenue Administration's (DRA) mission since 2016. An initial public relations engagement to raise awareness for DRA's Tax Amnesty program resulted in the state netting nearly \$19 million in unpaid taxes - \$3 million over legislative estimates.

Following the success of that campaign, Montagne analyzed DRA's communications and outreach efforts. We performed an extensive communications and marketing audit and developed a strategy designed to develop a consistent message and elevate DRA's brand, burnishing the image of the agency in the eyes of key stakeholders.

As you will see in the full case study in Section C, we have successfully delivered on that plan, delivering measurable results. In the process, we have created a strong partnership and we look forward the opportunity to continue our work together.

The following slide outlines the methodology we undertook for approaching our work for DRA.

a) Executive Summary

Montagne has developed a five-step process for designing client campaigns and delivering measurable results.

"We have already completed this process for DRA, enabling us to instantly continue our work and continue to create success."



Step 1 - Discovery enabled us to immerse ourselves fully in DRA's brand and ask direct questions which enabled us to better identify DRA's business goals and objectives, meet the team, and realize the vision. DRA Status: Completed

Step 2 - Audience Assessment identifies key audiences and media outlets they are influenced by. We have developed comprehensive media lists including leading local, regional and national media outlets, to industry publications, niche outlets, and select blogs. We also have developed comprehensive key stakeholder lists for internal and external audiences and strategies for reaching them. DRA Status: Completed (but always updating)

Step 3 - Strategy, Messaging & Content - Once audiences and key media were defined, we developed a 12-month strategy and editorial calendar for reaching these audiences, along with targeted messaging, content and tactics. DRA Status: Completed - a detailed work plan is included in the proposal

Step 4 - Tactical Deployment - Previous tactics are outlined and future are defined in the proposal. DRA Status: Completed / Ongoing

Step 5 - Reporting - Evaluating our progress, providing measurable results and optimizing our strategy and tactics on a regular basis is key to creating ongoing success. We hold weekly meetings to review active projects and provide monthly media coverage reports to recap and measure our successes. DRA Status: Ongoing

## b) Company Profile

Montagne is northern New England's premier strategic communications firm. Our team is comprised of veteran communications and marketing professionals and former journalists.

We have developed impactful campaigns utilizing all forms of communications for corporate clients, government agencies, startups, and nonprofits.

Our firm stands apart from competitors by providing:

- Senior partners who actively work on your account
- Size that offers depth, yet personal attention
- Creative, savvy, scrappy approach

## b) Profile & Capabilities.

Full legal name: Montagne  
Communications, LLC

Year business started: 2007

State of incorporation:  
New Hampshire

Location of headquarters:  
Manchester, NH

Current number of employees:  
Seven full-time

PUBLIC & MEDIA RELATIONS

COMMUNITY RELATIONS

CORPORATE COMMUNICATIONS

SOCIAL MEDIA

CRISIS COMMUNICATIONS

EXPERIENTIAL MARKETING

ADVERTISING & MARKETING

MEDIA PLANNING & BUYING

WEBSITE DEVELOPMENT

VIDEO

PUBLIC AFFAIRS & ISSUES ADVOCACY

c) Experience in Providing a Similar Service

**Lottery**  
Own 52 Bacon and Candy in our Schools

The nation's first lottery turned to Montagne as it prepared to launch world's first bacon-scented instant ticket. We develop an integrated strategic communications campaign including media relations, experiential marketing (mobile "bacon truck"), aggressive reporter outreach and facilitated media interviews. The response was overwhelming. More than 600 local, regional and national media outlets covered the story, generating 1,010,228 impressions and 1.4 billion unique online visitors. Most importantly, I Heart Bacon became one of the NH Lottery's fastest-selling scratch tickets.

c) Experience

**NO TAXATION ON OUR LIBATIONS!**

NH Liquor & Wine Outlet is famously known for providing the widest selection of name brand wine and spirits at low prices and no tax. With more than half of consumers coming from out-of-state, we were tasked with developing a compelling campaign to raise consumer awareness and engagement. "No Taxation on Our Libations," a nationwide sale offering consumers up to 13% off purchases (double their states sales tax) was launched via an integrated PR and marketing campaign. Montagne led the PR effort, generating more than 80 individual pieces of local, regional and national coverage yielding 33.2 million impressions. The program was NH Liquor & Wine Outlet's most successful promotion in terms of media coverage and engagement as more than 45,000 individuals from 46 states joined its email list to redeem the savings.

RFP REV 2019-01 STRATEGIC COMMUNICATIONS  
AND PUBLIC RELATIONS SERVICES FOR THE NHDRA

**c) Experience**



**planet fitness**

Planet Fitness is one of the country's leading health and wellness companies. They turned to Montagne to develop and launch a pilot community-relations program to help teens develop life-long exercise habits. The result is the PF Teen Summer Challenge, which enabled 15- to 17-year-olds to work out for free at any Planet Fitness location in New Hampshire over the summer, when they didn't have access to their school gyms or sporting events. The launch was a resounding success with more than 100 media outlets covering the story, resulting in nearly 450,000 print impressions, 474,000 broadcast impressions and 31.8 million online impressions. Most importantly, more than 2,500 New Hampshire teens participated, logging 17,000 visits.

**c) Experience**

<p><u>Client references</u></p> <p><b>NH Liquor Commission</b> Joseph Mollica Chairman 603.230.7005 joseph.mollica@liquor.state.nh.us</p> <p><b>NH Lottery Commission</b> Mauro McCann Director of Marketing 603.271.7111 mauro.mccann@lottery.nh.gov</p> <p><b>Planet Fitness</b> McCall Gosselin Director of Public Relations 603.750.0001 x199 McCall.Gosselin@pfnh.com</p> <p><b>Dartmouth-Hitchcock Health</b> Jennifer Gilje Vice President, Communications &amp; Marketing 603.650.3082 Jennifer.E.Gilje@Hitchcock.org</p>	<p><u>Client references</u></p> <p><b>NH Department of Revenue Administration</b> Lindsey Stepp Commissioner 603.230.5010 lindsey.stepp@dra.nh.gov</p> <p><b>NH Department of Revenue Administration</b> Carolynn Leal Assistant Commissioner 603.230.5020 carolynn.leal@dara.nh.gov</p>
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Contractor Initials JD  
Date 9/30

RFP REV 2019-01 STRATEGIC COMMUNICATIONS  
AND PUBLIC RELATIONS SERVICES FOR THE NHDR

OUR TEAM

We offer a seamless, integrated team of strategic communications professionals with extensive state agency experience.

DRA Account Team



E.J.  
Powers  
EVP/Partner

E.J. has successfully developed and executed strategic communication campaigns designed to help clients reach and influence our citizens in their backyard, across the country and around the world.

E.J. has worked across a variety of industries, including wine and spirits, tourism, recreation, energy, health care, retail, hospitality, real estate, government, not-for-profit.

His experience includes work with the New Hampshire Department of Revenue Administration, the New Hampshire Liquor Commission, Dartmouth-Hitchcock Health, New Hampshire Lottery, Irving Oil, the New Hampshire Division of Travel and Tourism, TripAdvisor Communications, Premium Outlets, Veni's Foods, L'Espresso, David's, and the New Hampshire Charitable Foundation.

He has secured coverage in prominent media outlets including the New York Times, Good Morning America, USA Today, NFL Parade, ABC News, NBC News, New York Daily News, The Weather Channel, Chicago Tribune, Whiskey Advocate, PC Mag and more.

E.J. is actively involved in his community. He served on the Board of Directors of Stay Worn Pay Him and Catholic Charities New Hampshire. He is a founding member of Building on Hope: a palliative care unit through the name of the Union Manchester, palliative care of the Manchester Young Professionals Network and the NH Startup Challenge.

E.J. is a member of the 2008 class of Leadership Greater Manchester. In 2010, he was recognized by the New Hampshire Union Leader as one of the State's 40 emerging leaders under the age of 40. That year he also received the Robert S. Johnson School Community Service Award for his work on behalf of focused 11h.

In 2012, he was named New Hampshire Charitable Foundation's Emerging Leader in the Manchester Region and was a member of the 2016 class of Leadership New Hampshire.

E.J. graduated from Saint Anselm College, where he studied at the New Hampshire Institute of Politics and received a BA in Politics and a Certificate in Public Policy.

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OUR TEAM

DRA Account Team  
(Continued)



Grace Ames  
Senior Account  
Executive

Grace Ames works as a Senior Account Executive at Montagne Communications, providing support to the account team in a variety of areas which include, but are not limited to, client services, community relations, media outreach, development and distribution of press releases and special event planning.

In addition to executing the day-to-day tasks of the NH Department of Revenue Administration's strategic plan, Grace's experience includes work with the NH Division of Travel and Tourism, NH Labor Commission, Concord Regional VM and Pyramid Hotel Group.

Grace's ability to share client messaging with the right audience has resulted in local, regional and national coverage in publications such as Forbes.com, Inc., Associated Press, Boston Globe and WSOP.

Grace also serves as a legal social media expert in developing content, strategies and coordinating organic and sponsored initiatives across varying channels.

Prior to joining Montagne Communications in 2013, Grace worked at a Boston, Massachusetts-based public relations agency, where she was responsible for supporting corporate positioning initiatives, thought leadership programs and aggressively pursuing media to secure coverage for her mix of technology and healthcare clients ranging from Intel startups to global, publicly-traded household brands.

Grace received her Bachelor of Arts degree in Communications with a concentration in Media Studies and a double minor in Public Relations and Advertising from Franklin Pierce University in Ginn, New Hampshire.

She is also actively involved with her alma mater and has been serving on the Alumni Association Board of Directors since 2016 - a elected volunteer position. Additionally, she serves on the University Board of Building on Hope.

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RFP REV 2019-01 STRATEGIC COMMUNICATIONS  
AND PUBLIC RELATIONS SERVICES FOR THE NHDRA

d) Strategic Communications and Public Relations

**Methodology** - We pitte ourselves on our media and public relations services. It is at the core of our services and what sets us apart from competition. Anyone (we), almost anyone) can draft a press release and send it to general media addresses. We distinguish ourselves by knowing how to correctly package a story, what methods we should use to communicate it (press release, media pitch, simple email), who to communicate it to (leveraging our deep media connects) and never giving up. We aggressively, but respectfully, undertake media relations follow-up for every press release or media pitch, calling and emailing reporters to actively pitch your story. It's the reason we have been successful securing continuous coverage for DRA and why we have been successful as an agency for 12+ years.

**Client list** - See next page.

**Describe a campaign that increased visibility and awareness** - See DRA Tax Amnesty case study.

**Approach in utilizing PR to support a mission or business campaign** - See Dartmouth-Hitchcock case study.

**Approach to strategy planning / evaluation** - Our history with DRA, dating back to the Tax Amnesty campaign, the research we have undertaken, the communications audit and assessment, five step process and success over the past year, showcases our critical thinking, strategic planning and ability to deliver results. Weekly status meetings ensure we are in synch with DRA priorities and our regular communication ensures we have an understanding of what is happening at the agency. Our ability to quickly react to unforeseen events (ex: criminal actions), capitalize on current events/trends (ex: tax law changes) and translate complicated topics so the "average person" can understand, demonstrates critical thinking to best serve DRA.

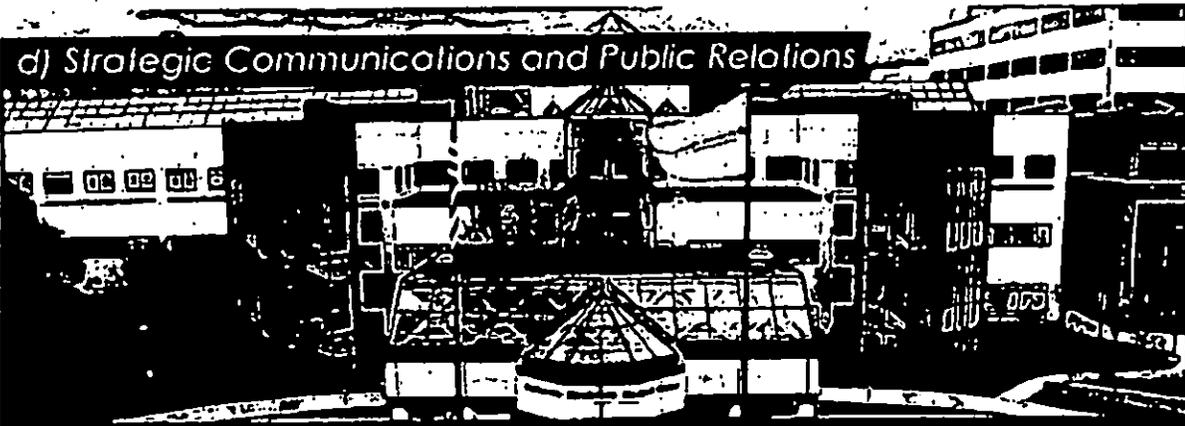
13

We've created  
success for  
global, national  
and regional  
brands.



Contractor Initials   
Date 9/20

d) Strategic Communications and Public Relations



Dartmouth-  
Hitchcock

Montagne is the public relations agency of record for Dartmouth-Hitchcock Health (D-HH), New Hampshire's largest private employer and the state's only academic health system. When D-HH tasked us with creating a campaign related to their work to combat the opioid crisis, we developed an integrated strategic communications campaign to elevate the awareness of D-HH's decades-long efforts in this area and highlight their collaboration with various clinical and community partners. The "Opioid Collaborative Forum - Our families, our children, our future," was launched, the first in a planned series on opioid-related topics and issues. Featured speakers included NH Governor Chris Sununu, US Senator Jeanne Shaheen, various clinical experts from D-HH and other organizations, and keynote speaker, Vice Admiral Jerome M. Adams, MD, MPH, Surgeon General of the United States. Thanks to our ability to carefully develop a compelling story around this sensitive topic and our media relations strategy, the event resulted in a sold-out attendance. More than 70 local, regional and national media outlets reported on the event, resulting in \$5 million combined impressions and increased awareness for D-HH's innovative work and support to combat this crisis.

d) Strategic Communications and Public Relations



When the Department of Revenue Administration (DRA) sought to launch their one-time tax amnesty program to help raise critical revenue for the New Hampshire General Fund, they turned to Montagne Communications.

Montagne and a partner advertising agency were tasked with creating a communications and marketing plan that would alert and encourage taxpayers of the opportunity to pay any outstanding taxes without penalty (and with 50% of accrued interest) within a limited window of time and help DRA collect approximately \$16 million in overdue taxes.

Montagne developed an integrated strategic communications plan, hyper-targeting the largest segments of tax amnesty program participant population through a mix of earned media (web, print, TV and radio) and direct-to-taxpayer efforts.

We identified key interest groups that could serve as conduits to the target populations, with an emphasis on those owing business taxes (\$14 million owed by 4,200+ individuals) and meals & rental tax (\$16 million owed by 5,800+ individuals). We identified and conducted outreach to accountants, lawyers, trade associations, chambers of commerce and more to secure placement in their e-newsletters and on their websites and social media accounts in an effort to reach their membership.

[Continued]

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1/30

#### d) Strategic Communications and Public Relations



We also researched and developed comprehensive local and regional media lists, drafted and distributed press releases announcing the program launch and a last-chance opportunity.

Our aggressive media relations follow-up and preparation of key spokespeople via the development of talking points resulted in the following results:

Total media coverage: 31 print/radio/TV/online clips  
Total impressions: 709,755  
Total Unique Online Visitors: 10.8 million

Our outreach led to more than 15 key stakeholder groups disseminating our materials to more than 31,584 recipients.

Most importantly, our two-and-a-half-month campaign defied expectations, netting \$18.9 million in owed taxes - \$3 million more than was initially anticipated.

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#### d) Strategic Communications and Public Relations

Based on the success of the Tax Amnesty program, and Montagne's proven track record of achieving results, the Department of Revenue engaged Montagne again to assist with a full external communications audit.

Following a discovery session with DRA to determine internal perception and goals, we assessed communication to key audiences through interviews with stakeholders (M&R operators, CPAs and accountants). We also evaluated DRA's communications vehicles (presentations, individual web pages, fliers, e-blasts, letters, reports and TIRs).

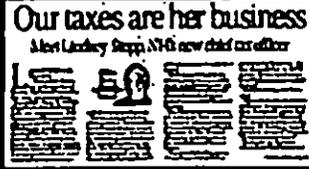
Key takeaways included:

- Impressions respondents have don't always reflect reality (infrequent communication/training sessions)
- Existing content is perceived as satisfactory but additional resources are missing
- Staff is friendly, helpful and prompt but collateral does not consistently reflect this
- M&R Operators are largely unaware of what DRA does beyond collecting taxes
- No system for ensuring key communication is received and understood

We presented the complete findings with recommendations for improved content, communication vehicles, protocol and execution. The audit served as the foundation for a detailed communications plan with tactics moving forward.

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## d) Strategic Communications and Public Relations



### The Plan In Action

From January 2018 through current day, Montagne has written and distributed 10 press releases that proactively announce key milestones, underscore the Department's mission, and highlight positive initiatives that benefit the State. All have resulted in local, statewide, and in some cases, national media coverage.



- First Female Commissioner
- Top 10 Filing Tips for New Hampshire Taxpayers
- New Assistant Commissioner
- Potential Impact of Federal Tax Reform on BPTI Taxpayers
- Property Tax Relief Program
- Reference Guide of 2018 Tax Changes
- Annual Report Reveals \$2.3 Billion in Taxes Last Year, Improved Internal Efficiency and Customer Service
- New State-of-the-Art Revenue Information Management System
- Nashua Man Pleads Guilty in Federal Court to Evading State Tobacco Excise Tax
- Tax Season Resources



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## d) Strategic Communications and Public Relations

In addition to engaging media throughout the state and region, Montagne created, developed and launched two stakeholder relationship building campaigns.

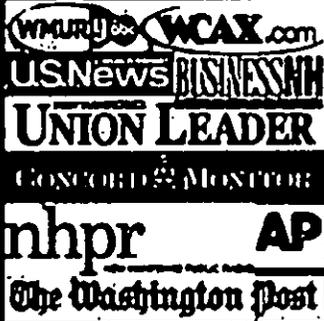


- M&E Operator Engagement - Montagne developed a letter that was sent to all operators, and a flyer distributed at in-person events, engaging this group of particularly hard-to-reach taxpayers. An email account was established to open a direct line of communication from operators with ideas on how DRA can improve. The message reinforced that DRA is a supportive resource, and the tactic invited growth of DRA's limited email database, which will be used as electronic communication increases. This initiative is ongoing.
- Chamber of Commerce Engagement - To again reiterate the message that DRA is a supportive resource for taxpayers, we engaged chambers of commerce across the state to offer in-person tax season education sessions with DRA. During sessions, DRA provides an overview of relevant businesses taxes, legislative changes, filing and tax form tips, and answers questions from attendees. The program recently launched, and thus far turnout has been strong and feedback has been positive from both Chambers and attendees.

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RFP REV 2019-01 STRATEGIC COMMUNICATIONS  
AND PUBLIC RELATIONS SERVICES FOR THE NHDRA

d) Strategic Communications and Public Relations



Prior to the communications program we established, DRA had no proactive media strategy - so all coverage was reactionary and the message was uncontrolled. By implementing a proactive approach, we can direct the narrative of each topic in a way that reflects DRA positively and redirect inquiries when necessary.

While the majority of our efforts are proactively driven, we support inbound requests that come to DRA or to us directly. These efforts have included fielding media requests, and the support/development of statements/messaging related to:

- Federal tax cuts
- Marijuana tax revenue
- Criminal investigations
- Education tax credits
- Third party tax remission and collection - Airbnb, Priceline

As a result of our program, DRA has been published in 23 New Hampshire publications and 45 regional and national publications since January 2018.

Media results from our initiatives are reflected in the following slide.

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d) Strategic Communications and Public Relations

Measuring Effectiveness - Montagne utilizes Meltwater, an AI-driven media intelligence software to monitor and measure our effectiveness and ROI. The following is a look back at the results we have generated for DRA since January 2018:

Total Volume of Clips:

Total Impressions:

The total number of print subscriptions and broadcast viewership where articles appeared

Total Unique Visitors:

The total number of new monthly visitors to websites where online articles appeared

Total Ad Value:

The total value of article space or airtime for online, print and broadcast clips

Overall Tone/Favorability of Media Mentions:

Tone is a value used to rank the content of an article as positive, negative or neutral

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*[Handwritten Signature]*  
*[Handwritten Date]*

**RFP REV 2019-01 STRATEGIC COMMUNICATIONS  
AND PUBLIC RELATIONS SERVICES FOR THE NHDRA**

**d) Strategic Communications and Public Relations**

**Detailed Work Plan**

Montagne met with DRA in December to discuss the prior year's program. Key takeaways were that the initiatives that involved hands-on trainings (such as property tax relief sessions) and data-driven reports generated the most interest from media. Based on our analysis, and the focus DRA outlined for 2019 (RIMS, M&P operators), we created a month-by-month calendar of initiatives that engages media and DRA's key stakeholders. By proactively distributing press releases, pitching local, regional and national media, and by communicating these initiatives to DRA's various audiences through digital and written communication vehicles, we anticipate a regular and ongoing positive presence for DRA in the media.

Month	Initiative	Tactic	Target Audience	Status & Next Steps
April	Midnight Motor Sentencing Follow-up press release depending on outcome of tobacco tax issue case	Press Trade/Press	Statewide & Regional Media	Sentencing scheduled for 4/18; Montagne to draft a press release following sentencing
	Director of Municipal & Property Tax Issue Announcement Highlight individual's background and role of the situation	Press Trade/Press	Statewide & Regional Media	DRA submitting name to GAC for 4/17 meeting; Montagne to draft press release and schedule input call
May	Low & Moderate Income Homeowners Property Tax Relief Application Highlight program details, deadlines and help resources	Press Trade/Press	Statewide Media; Federation, Lenders, Associations & Groups	Applications collected between May 1-June 30; DRA to schedule help sessions; Montagne to draft press release

**d) Strategic Communications and Public Relations**

**Detailed Work Plan**

Montagne met with DRA in December to discuss the prior year's program. Key takeaways were that the initiatives that involved hands-on trainings (such as property tax relief sessions) and data-driven reports generated the most interest from media. Based on our analysis, and the focus DRA outlined for 2019 (RIMS, M&P operators), we created a month-by-month calendar of initiatives that engages media and DRA's key stakeholders. By proactively distributing press releases, pitching local, regional and national media, and by communicating these initiatives to DRA's various audiences through digital and written communication vehicles, we anticipate a regular and ongoing positive presence for DRA in the media.

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Contractor Initials   
Date 4/20

RFP REV 2019-01 STRATEGIC COMMUNICATIONS AND PUBLIC RELATIONS SERVICES FOR THE NHDRA

d) Strategic Communications and Public Relations

Detailed Work Plan (Continued)

Month	Initiative	Tactic	Target Audience	Status & Next Steps
June	Spotlight on MAE Highlight group as top revenue generator for state; highlight DPA's effort to support group through presence at summer fairs & festivals	Press Release/ Event(s)	Statewide Media & MAE Operators	Team to identify branded presence at summer events; Montagne to draft press release
July	MAE's Training Videos Alternative to be shared once completed with rollout	Webinar for Videos	Target #1 taxpayers	Team to coordinate timing session to be publishable on Chamber Tax Center's page
August	Regulatory Changes Depending on outcome, to highlight significant changes	Press Release/Press	Statewide Media	Session adjourns in the summer; Team to determine dates to highlight
September	Town Tax Fair Education Suppression of process and as per public concepts; Target town offices	Press Release/Press	Statewide Media	Fairs are set starting in October; DPA to provide documents for Montagne to draft material
	TW's Lead Shows DPA will offer on-site sessions for tax professionals	Webinar demo	Target #1 target, on	Team to determine opportunities based on schedule events

d) Strategic Communications and Public Relations

Detailed Work Plan (Continued)

Month	Initiative	Tactic	Target Audience	Status & Next Steps
October	Annual Report Highlight DPA accomplishments	Press Release/Press	Statewide Media	DPA to provide draft of report materials; Team to determine dates to highlight
November	TW's Follow #1 Go-Live Announce availability of user portal and background on technology // capabilities	Press Release/Press	Statewide, Regional & National Media	Montagne to draft press release and press targets
December	Montagne Report Recap of 2019 results	2019 Initiatives Review & Plans	Internal	Montagne to prepare and deliver report of initiatives and results
	2020 Communications Calendar Planning and establishing upcoming plan	Plan	Internal	Team to coordinate revision on 2020 objectives for a PR plan
January	Journal Conviction or Staff Updates Depending on status of current opportunities	Press Release/Press	Statewide & Regional Media	Team to evaluate opportunities
February/ March	Tax Session Education Highlight resources for taxpayers	Press Release/ Event(s)	Statewide Media; Chamber of Commerce	Based on success of pilot program, team to evaluate opportunity to recreate with a formal chamber

**RFP REV 2019-01 STRATEGIC COMMUNICATIONS  
AND PUBLIC RELATIONS SERVICES FOR THE NHRA**

**e) Value Added Services**

As noted in our capabilities, we offer a full suite of communications services to our clients and are able to create customized campaigns based on client goals and objectives.

With a client list spanning multiple industries, from local, national and global companies, to nonprofits and startups, we bring a unique perspective to our work, which is a benefit to our clients.

Most importantly, we understand New Hampshire, state government in particular, and the unique challenges faced in your roles. We have worked with numerous state agencies and government entities over our years at Montagne and in prior capacities. They include:

- New Hampshire Department of Revenue Administration
- New Hampshire Liquor Commission
- New Hampshire Lottery Commission
- New Hampshire Division of Travel & Tourism Development
- New Hampshire Department of Transportation
- NH Business Finance Authority
- Live Free & Stan
- Department of Resources and Economic Development

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**BUDGET & TIMELINE**

While a specific budget was not defined, based on our experience, we recommend the following budget at our discounted state agency rate of \$125/hour (standard hourly rate is \$150/hour). This would enable us to provide a high level of service and address the items outlined in the detailed work plan.

Cost Item	Hours (monthly)	Hourly Rate	Hours x Hourly Rate (monthly)
Develop, maintain and implement a strategic communications and public relations plan	10	\$125	\$1,250
Develop and maintain a strategic communication and initiative calendar for the State	2	\$125	\$250
Develop and maintain influence list for NHRA	2	\$125	\$250
Develop and maintain relationship building program for Meals and Purses Tax Operators	2	\$125	\$250
Develop and maintain a media initiative program both reactive and planned	6	\$125	\$750
<b>Total Monthly Hours &amp; Budget</b>	<b>22</b>	<b>\$125</b>	<b>\$2,750</b>
<b>Total Annual Hours &amp; Budget</b>	<b>264</b>	<b>\$125</b>	<b>\$33,000</b>

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THANK YOU

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**RFP REV 2019-01 STRATEGIC COMMUNICATIONS  
AND PUBLIC RELATIONS SERVICES FOR THE NHDRA**

**Attachment B Offer Sheet**

**BUDGET & TIMELINE**

While a specific budget was not defined, based on our experience, we recommend the following budget at our discounted state agency rate of \$125/hour (standard hourly rate is \$150/hour). This would enable us to provide a high level of service and address the items outlined in the detailed work plan.

Cost Item	Hours (monthly)	Hourly Rate	Hours x Hourly Rate (monthly)
Develop, maintain and implement a strategic communications and public relations plan	10	\$125	\$1,250
Develop and maintain a strategic communication and initiative calendar for the State	2	\$125	\$250
Develop and maintain influencer list for NHDRA	2	\$125	\$250
Develop and maintain relationship building program for Meads and Rentals Tax Operator	2	\$125	\$250
Develop and maintain a media initiative program both reactive and planned	6	\$125	\$750
<b>Total Monthly Hours &amp; Budget</b>	<b>22</b>	<b>\$125</b>	<b>\$2,750</b>
<b>Total Annual Hours &amp; Budget</b>	<b>264</b>	<b>\$125</b>	<b>\$33,000</b>

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Contractor Initials   
Date 1/15/20