

129 MLC



Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

State of New Hampshire  
DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 120  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

May 6, 2021

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

**REQUESTED ACTION**

Authorize the Department of Administrative Services to enter into a contract with Simplifile LLC, Provo, UT, vendor # 318966, for an amount not to exceed \$300,000.00 total for the three year contract, for Lien eRecording Services. The term shall be for approximately three years beginning with Governor and Council approval and ending on April 30, 2024.

Funding is provided through individual agency expenditures; none of which shall be permitted unless there are sufficient appropriated funds in a specific Accounting Unit to cover the expenditure.

**EXPLANATION**

The Department of Administrative Services worked with the Department of Revenue Administration, the Department of Health & Human Services, New Hampshire Employment Security, and the Department of Information Technology to procure services that shall provide participating State agencies the ability to electronically process liens. The ability to process electronically will drastically speed up the process for agencies from an average two week turnaround to approximately two days.

On February 5, 2021, the Bureau issued a request for bid for Lien eRecording Services. On February 19, 2021, two compliant bids were received. Bids were evaluated on the basis of the lowest applicable fees meeting the specifications. Attached are copies of the bid tab evaluation of the compliant bids.

Based on the foregoing, I am respectfully recommending approval of the amendment to the contract with Simplifile LLC.

Respectfully submitted,

Charlie M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

Bid Description	Lien eRecording Services	Lien eRecording Services	Agency:	Statewide
Bid #	2438-21	2438-21	Requisition: #	N/A
Agent Name	Paul Rhodes	Paul Rhodes	Bid Closing:	2/19/21 @ 1:00 PM

Civix				
Description	Unit of Measure	Estimated Annual Quantities	Fee	Extended Fee
Fee Per Lien Transaction - Charged to the Agency by Vendor	Each	16000	\$17.00	\$272,000.00
County Recording Fee - Paid by Vendor, reimbursed to Vendor by Agency (Direct Pass Through NO Markup)	Each	16000		
County Recording Fee Upcharge (if applicable)- Charged to the agency by the Vendor	Each	16000	\$3.00	\$48,000.00
Annual Service Fee (if applicable) - per agency	Yearly	4	\$20,000.00	\$80,000.00
One Time Fee Charged to Integrate application programming interface (API) for Agencies System (if applicable)	Each	2	\$0.00	\$0.00
<b>TOTAL</b>				<b>\$400,000.00</b>

Simplifile				
Description	Unit of Measure	Estimated Annual Quantities	Fee	Extended Fee
Fee Per Lien Transaction - Charged to the Agency by Vendor	Each	16000	\$4.00	\$64,000.00
County Recording Fee - Paid by Vendor, reimbursed to Vendor by Agency (Direct Pass Through NO Markup)	Each	16000		
County Recording Fee Upcharge (if applicable)- Charged to the agency by the Vendor	Each	16000	\$0.00	\$0.00
Annual Service Fee (if applicable) - per agency	Yearly	4	\$0.00	\$0.00
One Time Fee Charged to Integrate application programming interface (API) for Agencies System (if applicable)	Each	2	\$7,500.00	\$15,000.00
<b>TOTAL</b>				<b>\$79,000.00</b>



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

March 23, 2021

Charles M. Arlinghaus, Commissioner  
Department of Administrative Services  
State of New Hampshire  
25 Capitol Street  
Concord, NH 03301

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Simplifile LLC., of Provo, UT as described below and referenced as DoIT No. 2021-065.

This is a request to enter into statewide contract to provide participating State agencies the ability to electronically process liens. The ability to process requests electronically will drastically speed up the process for agencies from an average two week turnaround to approximately two days.

The amount of this contract is not to exceed \$300,000 contract shall become effective upon Governor and Council approval through April 30, 2024.

A copy of this letter should accompany the Department of Administrative Services submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf  
DoIT #2021-065  
RID: N/A  
cc: Ryan Aubert, DAS

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Simplifile LLC		1.4 Contractor Address 5072 North 300 West Provo, UT 84604	
1.5 Contractor Phone Number 508-878-1271	1.6 Account Number Various	1.7 Completion Date April 30, 2024	1.8 Price Limitation \$300,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature  Auri Burnham (Apr 12, 2021 17:13 MDT)		1.12 Name and Title of Contractor Signatory Auri Burnham VP Finance	
1.13 State Agency Signature  Date: 5-10-21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

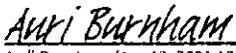
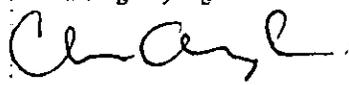
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1.5 Contractor Phone Number  508-878-1271	1.6 Account Number  Various	1.7 Completion Date  April 30, 2024	1.8 Price Limitation  \$300,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature  Auri Burnham (Apr 12, 2021 17:13 MDT)		1.12 Name and Title of Contractor Signatory Auri Burnham VP Finance	
1.13 State Agency Signature  Date: 5-10-21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <u>Takmina Rakhmatova</u> On: <u>5/12/2021</u>			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

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

**EXHIBIT A**  
**SPECIAL PROVISIONS**

There are no special provisions of this contract.

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Simplifile LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Lien eRecording Services in accordance with the bid submission in response to State Request for Bid #2438-21 and as described herein.

**2. CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2438-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2438-21."

**3. TERM OF CONTRACT**

This contract shall commence upon execution by the Commissioner of Administrative Services and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

**4. SCOPE OF WORK**

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

**BUSINESS REQUIREMENTS**

- B-1** Contractor shall be currently processing electronically recorded collection liens to at least 6 of the 10 counties in NH (Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan).
- B-2** Contractor will commit to a maximum 30-day startup for the first Phase and a maximum 90-day startup for additional Phases after execution of the contract if applicable.

- B-3** Contractor's personnel shall be trained, qualified, and experienced to use acknowledged best practices to service the State's placement, including the use of Agency(s) procedures to yield the most appropriate resolution.
- B-4** Contractor's shall employ IT staff with the skill and experience to support recommending and assistance with implementing the Contractor IT Requirements during the implementation phase(s), uploading to counties, and IT Requirements for Contractor to interface to the Agency specific application automated submissions
- B-5** Contractor shall support the flexible Agency monthly reporting and monthly invoicing requirements
- B-6** Contractor shall train the Agencies on all operational use of the tool including billing and invoicing.
- B-7** Contractor shall possess errors and omissions and malpractice insurance and shall indemnify the Using Agency(s) and hold them harmless for Contractor collection activities, including all legal activities.
- B-8** Contractor's personnel shall be knowledgeable of all confidentiality provisions, including RSA 21-J:14 and abide by Agency policies.
- B-9** Contractor shall have sufficient financial capacity, working capital, and other financial, technical, and management resources to perform the services to the satisfaction of the State.
- B-10** If necessary, the Contractor shall meet with Agency(s) personnel on a quarterly basis to exchange updated information, including but not limited to processes, techniques, and/or legislative updates if required to address agency concerns and or needed modifications.
- B-11** Contractor shall provide a secure portal that is accessible by all designated Agency(s) Staff so accounts can be monitored on an ongoing basis.
- B-12** Contractor must comply with the Additional Agency Specific Mandatory Requirements and Provisions listed below.
- B-13** Contractor agrees to pay all recording fees to the counties associated with e-recording and their associated fees per transaction on the date of service. The Contractor will invoice the agencies detailing these transactions for monthly reimbursement without markup plus Contractor transaction fee.
- B-14** If State Agencies with a specific requirements wish to participate after contract commencement, Contractor shall review Agency specific requirements which will be added via an Amendment.
- B-15** Contractor shall implement the ability for participating State Agencies to record liens at the NH Secretary of State office in the same manner that liens are being recorded at counties.

## SECURITY REQUIREMENTS

- S-1 Contractor employees must execute Vendor Confidentiality Agreements in accordance with Agency specific policies.
- S-2 Contractor staff shall not have been convicted of a felony or any crime of dishonesty.
- S-3 Contractor background checks are performed on all employees handling DRA accounts in accordance with the requirements specified in IRS Publication 1075.
- S-4 Confidentiality:  
State and Federal Policy Compliance: The Contractor agrees and acknowledges that at the minimum, Contractor will be required to sign non-disclosure agreement and comply with the applicable State laws, including but limited to RSA 21-J:14, and applicable IRS laws and regulations, including but not limited to Internal Revenue Code Sections 7213 and 7213A.
- S-5 If applicable, Cloud Application Penetration testing results shall be provided to the Department of Information Technology and must establish a minimum baseline compliance as called out in the NIST SP 800-53 implementing low baseline controls. This requirement is needed to ensure Contractor application maintains confidentiality, integrity and availability of the data.

Contractor acknowledges that its performance of the contract includes access to 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. Contractor also acknowledges that its access to Confidential Information is subject to Department of Revenue Administration Policy No. 16-007, "Contractor Disclosures of Taxpayer and Department Information," and Special Provisions, which are incorporated herein by reference. Contractor shall ensure that every employee or subcontractor with access to Confidential Information has read, understands, and has signed Department of Revenue Administration Policy No. 16-007, "Vendor Disclosures of Taxpayer and Department Information," and shall provide copies of the signed document upon request of the State.

Contractor agrees to hold and maintain Confidential Information in strictest confidence for the sole and exclusive benefit of the State. Contractor shall not use Confidential Information except for the purpose of performing its obligations under this Contract, and shall not disclose Confidential Information in any manner to any person without prior written approval of the State. Contractor shall immediately notify the State upon request for any Confidential Information, regardless of whether disclosure is permitted or required by judicial decree or state or federal laws/rules.

Contractor shall implement, maintain, and use safeguards to protect 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. Contractor shall carefully restrict access to Confidential Information to the Contractor's Project Team, and shall advise those persons that they are prohibited from using Confidential Information except for the purpose of performing the Contractor's obligations, 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 Confidential Information, the Contractor shall immediately (which in no case shall be more than one (1) business day) notify the State both orally and in writing. The State shall investigate whether an offense has been committed in accordance with Department of Revenue Administration Policy No. 16-007, "Vendor Disclosures of Taxpayer and Department Information," which is incorporated herein by reference. Any such offense is an Event of Default. 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 the Contract as breached and pursue any remedies at law or in equity or both. If any provision of this Section conflicts with any provision of the Contract, the provision of this Section shall govern.

### **DEPARTMENT OF REVENUE ADMINISTRATION REQUIREMENTS**

- **Contractor IT Requirements for Phase 1 Uploading to counties**
  - PC w/States standard build
  - Contractor Client Software (web Interface)
  
- **IT Requirements for Contractor to interface with RIMS or other Agencies systems for Phase2 automated submissions**
  - Configure an API interface between Contractor and the Revenue Information Management System (RIMS) to process automatically generated lien recording and invoicing
    - Send liens to Contractor from RIMS
    - Receive recorded liens from Contractor to RIMS
    - Receive monthly invoices from Contractor to RIMS (Subject to be done via email)
    - Receive monthly reporting from Contractor to RIMS (Subject to be done via email)
    - Send confirmation via RIMS that monthly invoice is paid (Subject to be done via email)
  
- **Phase 1 Process Flow via Manual Upload to Contractor Application**
  - Generate Document
    - DRA
  - Transfer document to Contractor
    - Contractor transfer document to county(ies) to be recorded
    - Contractor pay recording fee to county and participating State agencies
    - Contractor receive recorded document from county
    - Recorded Document is available for the State to review in the Contractor's System
  - Pay and Invoice DRA Agency
    - Contractor remit monthly invoice to DRA

- Email an Invoice to Business Office of summarized transactions separating detailing by Recorded Date, Taxpayer Name, Taxpayer ID, Reference/Lien number, and recording fees
      - DRA will reimburse Contractor payment from their monthly invoice for all lien recording fees to county(ies)
      - Email receipt monthly detailing paid transactions
    - Contractor Monthly Reporting
      - Detail transactions by recorded date, taxpayer name, taxpayer ID, and reference/lien number
        - Contractor Recording Fee
        - County Recording Fee Reimbursed to Contractor
      - Detail Totals
  - Contractor Training for DRA users
    - Operational Use
    - Billing and invoicing
- **Phase II Process Flow via RIMS (Automated) to Contractor Application**
  - DRA to Send to Contractor via RIMS (Daily as Liens are generated)
    - Contractor Record Lien
    - Contractor to Pay Record Lien fee to County(ies)
    - Contractor send back to DRA Recorded Lien via RIMS
  - Pay and Invoice DRA Agency
    - Contractor Monthly invoice to DRA through RIMS
      - Email an Invoice to Business Office of summarized transactions separating detailing by Recorded Date, Taxpayer Name, Taxpayer ID, Reference/Lien number, and recording fees
      - DRA will reimburse Contractor payment from their monthly invoice for all lien recording fees to county(ies)
      - Send confirmation via email that monthly Invoice is paid
    - Contractor Monthly Reporting through RIMS
      - Detail transactions by recorded date, taxpayer name, taxpayer ID, and reference/lien number
        - Contractor Recording Fee
        - County Recording Fee Reimbursed to Contractor
      - Detail Totals
  - Contractor Training for DRA users
    - Operational Use
    - Billing and invoicing

## **DEPARTMENT OF HEALTH AND HUMAN SERVICES REQUIREMENTS**

- **Contractor Requirements to receive submissions**
  - Accept, process and file for recording at county registries, generated BCSS documents associated with real estate liens, submitted to the Contractor in PDF format via online web application (portal);
  - Contractor's portal shall be inaccessible to the public and secure in accordance with security requirements noted herein;
  - Provides authorization to the number of BCSS users at BCSS's discretion;

- Provides technical support to BCSS users regarding use of online web application when needed by BCSS discretion;
  - Must be able to accept and process one or more documents in a single transaction;
  - Provide view access and download capability to PDF format of all recorded BCSS documents via secure web portal provided by the Contractor;
  - Contractor shall store and retain documents exchanged in the portal based on Contractor's standardized retention with their customers;
  - Contractor shall utilize detailed policies and procedures that ensure confidentiality throughout the entire e-filing process. These policies and procedures shall be consistent with both relative federal and state law, including NH RSA 161-C:26-a, and shall be subject to BCSS review and approval, and shall remain in full force and effect during the Contract period;
  - Contractor shall not disclose data that personally identifies a IV-D responsible parent and/or dependent under any circumstance other than: to persons or entities that are authorized to use the information for child support purposes pursuant to a contract; or as otherwise required or permitted by federal or state law. The State understands Contractor will submit data received by the State and forward on without review or redacting data;
  - Receive monthly invoices from Contractor via email;
    - Invoices must not contain any personal identifying information;
    - Invoices must reference identifier requested by BCSS (e.g. case or member ID);
    - State understands the identifier must be entered in the correct field by the agency in order to be referenced on the invoice
  - Contractor compiles and sends monthly reporting to BCSS via email address provided
    - Monthly reports must not contain any personal identifying information
    - Monthly reports must reference
      - identifier requested by BCSS (e.g. case ID or member ID)
      - amount charged by County
      - amount charged by Contractor
      - date of processing or filing
  - Contractor provides sufficient training for BCSS authorized users
    - Contractor provides training and instructional materials at its expense to BCSS authorized users of Contractor's online application
    - Contractor provides training and instructional materials at its expense to DHHS Office of Finance authorized users regarding Billing and invoicing in Contractor's online application
- **Process Flow via Manual Upload to Contractor Application**
    - Generate Documents as applicable:
      - DCSS 745 Notice of Lien, or
      - DCSS 746 Release of Lien
      - Other documents determined by BCSS
    - Transfer documents to Contractor
      - Contractor transfer documents to county(ies) to be recorded
      - Contractor pays recording fee to county on behalf of BCSS
      - Contractor receives recorded documents from county
      - Recorded documents are available for BCSS authorized users to view in and download from the Contractor System

- Contractor sends email message to email account selected and authorized by BCSS that a lien document has been recorded successfully, either same day or within 1 business day of the recording;
- Contractor sends email message to email account selected and authorized by BCSS when a document submitted by BCSS fails a complete download to the Contractor.
- Invoice BCSS
  - Contractor shall remit monthly invoice to DHHS Office of Finance (OOF) on behalf of BCSS
    - Contractor emails an Invoice to OOF of each transaction separating detailing by Recorded Date, Identifier per BCSS, Reference/Lien number, and recording fees
    - DHHS reimburses Contractor payment from their monthly invoice for all lien recording fees to county(ies)
    - Contractor emails receipt monthly detailing paid transactions
- Contractor Monthly Reporting
  - Contractor lists all transactions each month, exportable into Excel
  - Contractor details and totals transactions by
    - recorded date
    - taxpayer name
    - taxpayer ID,
    - reference/lien number
    - Contractor Recording Fee
    - County Recording Fee Reimbursed to Contractor

## **NEW HAMPSHIRE EMPLOYMENT SECURITY REQUIREMENTS**

### **Contractor IT Requirements for Phase 1 Uploading to counties**

- PC w/States standard build
- Contractor Client Software (web Interface)

### **IT Requirements for Contractor to interface to NHUIS and NHACTS for Phase 2 automated submissions**

- Configure an API interface between Contractor and NHUIS and NHACTS to process automatically generated lien recording and invoicing
  - Send liens to Contractor from NHUIS and NHACTS
  - Receive recorded liens from Contractor to NHUIS and NHACTS
  - Receive monthly invoices from Contractor to NHUIS and NHACTS (Subject to be done via email)
  - Receive monthly reporting from Contractor to NHUIS and NHACTS (Subject to be done via email)
  - Send confirmation via NHUIS and NHACTS that monthly invoice is paid (Subject to be done via email)

### **Phase 1 Process Flow via Manual Upload to Contractor Application**

- Generate Document

- NHES to transfer document to Contractor
- Contractor to transfer document to county(ies) to be recorded
- Contractor to pay recording fee to county and participating State agencies
- Contractor to receive recorded document from county
- Recorded document to be available for the State to review in the Contractor System
- Pay and Invoice NHES
  - Contractor remit monthly invoice to NHES
    - Contractor to email an Invoice to Business Office of summarized transactions separating detailing by Recorded Date, Reference/Lien number, Recording Fees, and other Identifying Information to be determined.
    - NHES to reimburse Contractor payment from their monthly invoice for all lien recording fees to counties
    - Contractor to email receipt monthly to Business Office detailing paid transactions
  - Contractor Monthly Reporting
    - Contractor to send to NHES Legal Collections Unit a report detailing liens recorded by Recording Date, Document Number, Book and Page Reference, Recording Fees, and other Identifying Information to be determined
  - Contractor Training for NHES users
    - Operational Use
    - Billing and invoicing

**Phase 2 Process Flow via NHUIS and/or NHACTS (Automated) to Contractor Application**

- Generate Document
  - NHES to transfer document to Contractor
  - Contractor to transfer document to county(ies) to be recorded
  - Contractor to pay recording fee to county and participating State agencies
  - Contractor to receive recorded document from county
  - Recorded document to be available for the State to review in the Contractor System
- Pay and Invoice NHES
  - Contractor to remit monthly invoice to NHES
    - Contractor to email an Invoice to Business Office of summarized transactions separating detailing by Recorded Date, Reference/Lien number, Recording Fees, and other Identifying Information to be determined. NHES will reimburse Contractor payment from their monthly invoice for all lien recording fees to county(ies).
    - Contractor to email receipt monthly to Business Office detailing paid transactions

- o Contractor Monthly Reporting
  - Contractor to email to NHES Legal Collections Unit a report detailing liens recorded by Recording Date, Document Number, Book and Page Reference, Recording Fees, and other Identifying Information to be determined.
- Contractor Training for NHES users
  - o Operational Use
  - o Billing and invoicing

**Documents/Data Retention and Destruction**

- Upon termination of the Contract, Contractor shall turn over all NHES-Owned Documents, material, reports, and work in progress relating to the Contract to NHES as no additional cost to NHES. NHES-Owned documents must be provided in both printed and electronic format.
- Contractor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention.
- Contractor and its subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including all appeals.
- Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit, and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation, or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals. Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

**Confidentiality Provisions**

- In performing its obligations under the Contract, Contractor may gain access to information possessed and used by NHES in the performance of its statutory duties (the "Confidential Information"). The Confidential Information includes, without limitation, information exempted from public disclosure under RSA 91-A:6 and information which the Department is required to maintain as confidential pursuant to RSA 282-A:1 18, 120, and 121; 42 U.S.C. § 503(a)(1); and 20 C.F.R. Part 603.
- Contractor shall not use the Confidential Information except as directly connected to and necessary for Contractor's performance under the Contract, unless otherwise permitted under the Contract.
- Contractor Agrees:

- To restrict access to the Confidential Information to only those authorized employees who need it to perform their duties in connection with the intended uses within the confines of this Contract;
  - To store the Confidential Information in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use;
  - That it will not disclose to any individual or organization nor duplicate any information received pursuant to this Agreement, except as permitted by N.H. RSA 282-A: 118, 119, 121, and 159, II.
  - To advise all personnel who will have access to the Confidential Information of its confidential nature, the safeguards required to protect it, and the civil and criminal sanctions for non-compliance contained in the applicable Federal and State statutes;
  - That Contractor's personnel who will have access to the Confidential Information shall be knowledgeable of all confidentiality provisions, including: RSA Chapter 91-A, including without limitation, RSA 91-A:6; RSA 282-A:118, 120, and 121; 42 U.S.C. § 503(a)(1); and 20 C.F.R. Part 603;
  - That Contractor will, within thirty (30) days of the effective date of this Agreement and before any information is exchanged, provide to NHES a statement attesting that all personnel having access to information provided by NHES have been advised of the confidentiality requirements of this Contract;
  - That Contractor will, prior to any exchange of information, provide NHES a list of all officers and employees, by position, who will have the authority to request, receive, and obtain information from NHES and shall update NHES' list: (a) annually; (b) whenever an individual identified in such list leaves the employ of the Contractor or otherwise ceases to have such authority; and (c) prior to granting such authority to any individual not already included in the list provided to NHES.
  - That Contractor shall report to the other in writing, promptly and fully, any suspected or actual violation of the confidentiality requirements of this Contract.
- Rights to Inventions Made Under a Contract or Agreement (if applicable)
    - Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
  - Clean Air Act and the Federal Water Pollution Control Act (if applicable)
    - For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
  - Byrd Anti-Lobbying Amendment (if applicable)
    - For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal

award/contract.

- Davis-Bacon Act (if applicable)
  - Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and subcontractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.
  
- Contract Work Hours and Safety Standards Act (if applicable)
  - For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.

## FEDERAL TAX INFORMATION

### SAFEGUARDING CONTRACT LANGUAGE FOR GENERAL SERVICES

#### I. PROCEDURES

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
- (2) The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

- (4) All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

## II. CRIMINAL/CIVIL SANCTIONS

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain

individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (3) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213 and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 1.8, Reporting Improper Inspections or Disclosures) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### III. DATA INCIDENT RESPONSE

The contractor will:

- (1) Cooperate with and exchange information with agency officials, as determined necessary by the State agency, in order to effectively report and manage a suspected or confirmed breach.
- (2) Properly encrypt FTI in accordance with Publication 1075 and other applicable policies and to comply with any agency-specific policies for protecting FTI.
- (3) Complete regular training on how to identify and report a breach;
- (4) Report a suspected or confirmed breach in any medium or form, including paper, oral and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy;
- (5) Maintain capabilities to determine what FTI was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access FTI and identify the initial attack vector; Allow for an inspection, investigation, forensic analysis and any other action necessary to ensure compliance with Publication 1075, the agency's breach response plan and to assist with responding to a breach; Identify roles and responsibilities, in accordance with Publication 1075 and the agency's breach response plan; and, explain that a report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor failed to provide adequate safeguards for FTI.

### IV. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance

and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards

**Additional Requirements:**

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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 the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, 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 any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

## **5. TERMINATION**

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

## **6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2438-21, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55ghaeqs45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55ghaeqs45jpya5i45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

## **7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

## **8. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

## **9. CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide lien eRecording services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$300,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

<b>Description</b>	<b>Unit of Measure</b>	<b>Fee</b>
Fee Per Lien Transaction - Charged to the Agency by Contractor	Each	\$4.00
County Recording Fee - Paid by Contractor, reimbursed to Contractor by Agency (Direct Pass Through NO Markup)	Each	
County Recording Fee Upcharge (if applicable)- Charged to the agency by the Contractor	Each	\$0.00
Annual Service Fee (if applicable) - per agency	Yearly	\$0.00
One Time Fee Charged to Integrate application programming interface (API) for Agencies System (if applicable)	Each	\$7,500.00

**3. INVOICE**

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

**5. PAYMENT**

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT D**

RFB #2438-21 is incorporated here within.

# State of New Hampshire

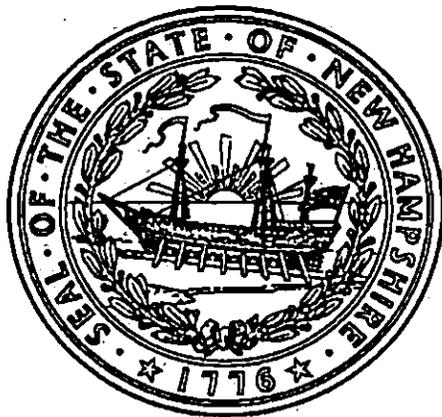
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SIMPLIFILE LC is a Utah Limited Liability Company registered to do business in New Hampshire as SIMPLIFILE LLC on August 04, 2020. 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: 847546

Certificate Number: 0005346515



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**WRITTEN CONSENT OF THE SOLE MANAGER OF**

**SIMPLIFILE, LC**

April 26, 2021

Pursuant to the provisions of the Utah Revised Limited Liability Company Act and the Third Amended and Restated Operating Agreement (the "Operating Agreement") of Simplifile LC, a Utah limited liability company (the "Company"), the undersigned being the sole manager of the Company (the "Manager"), does hereby take the following actions without a meeting, by consent of said Manager as set forth in the following resolutions, as if taken by vote of the managers of the Company at a special meeting of the managers of the Company at which all of the managers of the Company were present:

**WHEREAS**, the Company bid on and was awarded a contract by the State of New Hampshire, wherein the State of New Hampshire will use the Company as their vendor to provide lien e-recording services;

**WHEREAS**, the Company is required to execute a contract with the State of New Hampshire (the "Contract") and provide a Corporate Resolution or Certificate of Authority dated within 30 days of the execution of the Contract certifying the Company approves of the Contract and the officer signatory has the requisite authority to enter into the Contract on behalf of the Company;

**WHEREAS**, the Company has appointed Auri Burnham as a Vice President of the Company pursuant to a written consent of the Sole Manager of the Company dated February 6, 2020;

**NOW, THEREFORE, BE IT RESOLVED**, Auri Burnham in his duly appointed capacity as a Vice President of the Company is authorized, empowered and directed to take or cause to be taken all such further action including agreeing to, signing and acknowledging the Contract with the State of New Hampshire in the name of and on behalf of the Company as such officer, in such officer's sole discretion, as determined to be necessary, desirable or advisable to fulfill the intent of the Contract;

**FURTHER RESOLVED**, that the President, Vice President, Secretary, Assistant Secretary, Treasurer and any other officer of the Company (each such person, an "Authorized Officer") be, and each of them hereby is, authorized and directed to take or cause to be taken all actions necessary, advisable, desirable, appropriate or required by law, without further action from the Manager, to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolution; and

**FURTHER RESOLVED**, that all actions previously taken by any of the Authorized Officers of the Company in good faith and in connection with the transactions contemplated by the foregoing resolution are hereby approved, adopted, confirmed, and ratified in all respects as the acts and deeds of the Company.

*[Signatures Follow]*

IN WITNESS WHEREOF, this written consent shall be effective as of the date written below.

**SOLE MANAGER:**

SIMPLIFILE HOLDINGS, INC.

Octavia Spencer

Octavia Spencer (Apr 26, 2021 09:22 EDT)

Name: Octavia Spencer, in her capacity as Assistant  
Secretary of Simplifile Holdings, Inc.

Date: Apr 26, 2021



# CERTIFICATE OF LIABILITY INSURANCE

INTEREXC

DATE (MM/DD/YYYY)  
5/5/2021

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 have ADDITIONAL INSURED provisions or 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> Commercial Lines - (404) 923-3700 USI Insurance Services LLC 1 Concourse Parkway NE, Suite 700 Atlanta, GA 30328	<b>CONTACT NAME:</b> Jennifer Lefler <b>PHONE (A/C, No, Ext):</b> 470-875-0441 <b>E-MAIL ADDRESS:</b> Jennifer.lefler@usi.com	<b>FAX (A/C, No):</b> 610-537-1929													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER C: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: American Casualty Company of Reading, PA	20427	INSURER C: Transportation Insurance Company	20494	INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> Simplifile, LLC 5072 N 300 W.  Provo, UT 84604															

**COVERAGES**      **CERTIFICATE NUMBER:** 15366476      **REVISION NUMBER:** See below

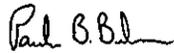
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6080653100	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5085005970- AOS WC5085006018- CA WC5085006052- AZ, MA, OR,	06/01/2020	06/01/2021	<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)

Certificate is issued for operations usual to Securities and Commodity Exchange business.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire, Administrative Services Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301	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 
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ACORD 25 (2016/03)

(This certificate replaces certificate 15321206 issued on 3/19/2021)