



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

27



Ora M. LeMere
Assistant Commissioner

June 21, 2023

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 **retroactive** renewal option and amend a contract with Protiviti Government Services, Inc., Alexandria Virginia (Vendor #343717) for temporary data entry services by increasing the price limitation by \$40,000.00 from \$50,000.00 to \$90,000.00. The contract was originally approved by Governor and Council on April 20, 2022 (item #49). This is the first of two one-year options to renew and will extend the contract date from June 30, 2023, to June 30, 2024, effective upon Governor and Council approval.

Funding is available in the following account:

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

103-502664 Contracts for OP Services **FY24** **\$40,000**

EXPLANATION

This request is retroactive due to the Department of Revenue Administration's (DRA) needs for such services beginning after the contract's end date of June 30, 2023.

The DRA wishes to exercise a renewal option and amend a contract with Protiviti Government Services.

DRA seeks qualified Data Entry Specialists on an as-needed temporary basis to validate and, when necessary, key tax related form data. Documents have been scanned, with images and data available via optical character recognition technology.

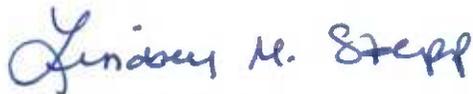
TDD Access: Relay NH 1-800-735-2964

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 data must be validated and, at times, keyed within the system. It is essential that the data be entered correctly; accuracy is critical to success. DRA also seeks a qualified Data Entry Lead, also on an as needed "temp" basis, to provide supervisory oversight and time management of the Data Entry Specialists, together with performing validation and, when necessary, keying of tax related form data.

The contract may be extended for one additional period of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the contractor and DRA, contingent upon sufficient funds being available, and subject to the approval of Governor and Council; however, such extension shall not exceed a period of more than two years. Source of funds: **100% general funds**

Respectfully Submitted,

A handwritten signature in blue ink that reads "Lindsey M. Stepp". The signature is written in a cursive style with a large initial 'L'.

Lindsey M. Stepp
Commissioner of Revenue Administration

Amendment No. 1 of the Department of Revenue Administration
Contract for Temporary Data Entry Services,
RFB DRA 2021-01

The New Hampshire of Revenue Administration (DRA) and Protiviti Government Services, Inc., of Alexandria, Virginia (Vendor # 343717), are parties to an agreement for temporary data entry services which was approved by Governor and Council on April 20, 2022 (item #49) (the "Contract"). 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 1.7
Item 1.7 of the Contract is hereby amended such that the completion date is changed from June 30, 2023, to June 30, 2024;
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 \$40,000.00, from \$50,000.00 to \$90,000.00;
3. Exhibit B of the Contract is hereby amended to change the term of the Contract to end June 30, 2024;
4. Exhibit C of the Contract is hereby amended to change all references to the consideration from \$50,000 to \$90,000;
5. Onboarding documents.
The Contract is amended to require new Exhibit F, which is the Nondisclosure Agreement, which must be completed and executed by the parties (Attached); and
6. Effective Date
The Amendment is effective upon Governor and Council approval.

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 and conditions of the Contract are hereby reaffirmed and unless expressly amended hereby shall remain in effect and unmodified.

Date: 4/27/23

for Protiviti: 

The parties hereto have set their hands on the 27 day of April, 2023

Department of Revenue Administration

By: Lindsey M. Stepp
Lindsey M. Stepp, Commissioner

Protiviti Government Services, Inc.

Owen John B. OR Digitally signed by
Owen John B. OR C3011042207.ID
By: C3011042207.ID Date: 2023.04.27 11:46:06 -04'00'
John Owen, Managing Vice President

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

By: [Signature]
On: 06/27/2023

Approved by the New Hampshire Governor and Executive Council

By: _____
On: _____

Date: 4/27/23
for Protiviti: [Signature]

Exhibit D

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

In consideration for and as a condition of the contract between the State of New Hampshire Department of Revenue Administration (the "Department" and "NHDRA") and Protiviti Government Services Inc ("Contractor"), dated as of June 26, 2023, the ("Contract"), Contractor hereby agrees to hold and keep certain information confidential in accordance with the following terms and conditions of this agreement (the "Agreement"):

1. Contractor and Contractor's Representatives

When this Agreement refers to the "Contractor," "You," or "Your" it shall mean all of the officers, employees, agents and representatives of the Contractor and of any of its subcontractors¹ including those who work on the Contract as well as those who do not work on the Contract but may have the possibility of inadvertent access to Confidential Information (as defined below) as a result of having access to the Contractor's office space and/or computer systems.

2. Confidential Information

(a) As used herein, the term "Confidential Information" refers to (i) all records, files, and data of the DRA, unless subject to a specific exemption under RSA 21-J:14; (ii) all federal tax information ("FTI") in the possession of the NHDRA access to which is governed by Internal Revenue Code Sections 7213 and 7213A, the associated Treasury Regulations, and Internal Revenue Service Publication 1075; (iii) any and all other information concerning the NHDRA's business and affairs that may be provided or made available to You by the NHDRA and is not provided to the general public via the NHDRA's website or otherwise disseminated by the NHDRA to the general public; (iv) all notes, summaries, forecasts, analyses, compilations, studies, or other documents made by the Contractor, or received by the Contractor directly or indirectly from the NHDRA, not provided to the general public via the NHDRA's website or otherwise disseminated by the NHDRA to the general public in whatever form or storage medium, whether such information is or was provided prior to or subsequent to the date of this Agreement, whether or not such information is marked "Confidential" or bears a similar restrictive legend or other confidential designation.

(b) The definition of "Confidential Information" also shall include the information described in Exhibit A to NHDRA Policy No. 22-001, as amended on November 4, 2022 and as further amended from time to time, entitled "Confidential Information Contract Provisions" and which is attached hereto as Exhibit "A."

(c) The term "Confidential Information" does not include information which: (i) is disseminated to the general public by the NHDRA on the NHDRA website or via an alternate medium; (ii) would be available to the general public via a request for information pursuant to RSA 91-A; (iii) was available to Contractor on a non-confidential basis prior to gaining access to it as a result of the

¹ A Contractor who works for the NHDRA generally is not allowed to retain a subcontractor to work on the NHDRA's project unless approved in advance by the NHDRA.

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Contract; or (iv) was independently developed by Contractor without the use of or reference to any Confidential Information.

3. Permitted Use and Non-Disclosure of Confidential Information.

Contractor agrees that the Contractor shall use all Confidential Information solely for the purpose of work performing the Contract, and for no other purpose whatsoever. Contractor agrees that the Contractor shall keep the Confidential Information confidential and shall not disclose any of the Confidential Information to anyone; provided, however, that disclosure of such information may be made by Contractor to any of its employees or representatives who are actively and directly participating in performance of the Contract and who need to know such information. It is understood and agreed that Contractor shall cause each such employee or representative to treat such information as Confidential Information and comply with the terms of this Agreement as if such employee or representative were a party to this Agreement, and that Contractor shall be responsible to the NHDRA for any breach of the provisions hereof by any such employee or representative.

4. Obligation to Report to NHDRA Any Unauthorized Access or Disclosure of Confidential Information

In the event of any unauthorized access, use or disclosure of Confidential Information, the Contractor shall immediately notify the NHDRA both orally and in writing. Any such unauthorized access, use or disclosure of Confidential Information is an Event of Default upon which the NHDRA may decide to discipline the Contractor and keep the Contract or may immediately treat the Contract as breached and pursue any remedies at law or in equity or in both. In the event the NHDRA treats the Contract as breached, all provisions of this Agreement remain in full force and effect with NHDRA retaining all rights to enforce the same in equity or law.

5. Return, Destruction, or Retention of Confidential Information.

Upon completion of the Contract or at any time upon written request of the NHDRA, Contractor shall promptly return or destroy all Confidential Information along with all copies of the same. In all cases of destruction, Contractor shall promptly provide to the NHDRA certified written notice of such destruction. Notwithstanding the foregoing, Contractor may keep (a) copies of the Confidential Information to the extent required by law, rule, regulation, or administrative order, and (b) backup copies of items containing or constituting Confidential Information in computer systems to the extent that routine computer backup procedures or processes create such copies. Any such retained Confidential Information shall continue to be subject to all obligations of confidentiality set forth in this Agreement until such Confidential Information has been returned or destroyed as set forth in this section, and such Confidential Information shall be retained solely by your legal or compliance department and shall not be made available at any point thereafter to personnel in other departments, other representatives, or any other person, without the express prior written

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

consent of the NHDRA. Notwithstanding the return or destruction of any Confidential Information, Contractor shall continue to be bound by the confidentiality and other obligations hereunder.

6. Nature of Obligations.

This Agreement may be modified or waived only by a separate writing executed by the parties hereto that expressly modifies or waives a term or condition. The Contractor's failure to comply with any of the terms hereof, including but not limited to Contractor's responsibility to ensure that its employees and representatives also abide by this Agreement shall constitute an event of default under the terms of the Contract.

7. Required Disclosure.

If Contractor becomes required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, regulatory review, or similar process) to disclose any of the Confidential Information, Contractor shall provide the NHDRA with prompt prior written notice of, and the terms of and circumstances surrounding, such requirement, to the extent permitted by applicable law, rule, or regulation, so that the NHDRA as intended third party beneficiary may seek a protective order or other appropriate remedy, and/or waive compliance with the terms and conditions of this Agreement. If such protective order or other remedy is not obtained, or if the NHDRA waives compliance with the provisions hereof, then Contractor shall disclose only that portion of the Confidential Information that, as advised by counsel, is reasonably necessary to ensure compliance with such requirement. In addition, Contractor shall not oppose any action, and shall, if not prohibited by law, cooperate with, assist, and join with the NHDRA, to seek an appropriate protective order or other reliable assurance to safeguard the Confidential Information.

8. Term.

The terms and conditions of this Agreement, and all obligations of confidentiality contained herein, shall remain in full force and effect indefinitely and without expiration. This Agreement shall be enforceable by the NHDRA against any assignee or successor of the Contractor, whether such transfer of the Contract and/or the Confidential Information was the result of an affirmative action taken by the Contractor or, as a matter of law, as in the case of the institution of a receivership under state law or in the filing of a petition for relief under the United States Bankruptcy Code.

9. Remedies and Waiver.

It is further understood and agreed that money damages may not be a sufficient remedy for any actual or threatened breach of any of the provisions of this Agreement, and that the NHDRA may seek specific performance, injunctive and other equitable relief as a remedy for any such actual or threatened breach, which breach by itself shall constitute irreparable harm. It is further understood and agreed that no failure or delay by the parties hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

hereunder. In the event of any litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable decision that this Agreement has been breached by any party (including a breach hereof by Contractor), then the non-prevailing party shall reimburse the prevailing party for any reasonable legal fees and expenses incurred in connection with all such litigation. The existence of any claim or cause of action that Contractor may have against the NHDRA shall not constitute a defense or bar to the enforcement of this Agreement.

10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire. The parties hereto irrevocably and unconditionally consent hereby to submit to the exclusive jurisdiction of the Superior Court of the State of New Hampshire in Merrimack County, for any action, suit, or proceeding arising out of or relating to this Agreement, and hereby further irrevocably and unconditionally waive and agree not to plead in such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.

11. Severability.

If any of the provisions of this Agreement is found to violate any statute, regulation, rule, order, or decree of any governmental authority, court, agency, or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Agreement, and such invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation.

12. Assignment.

This Agreement shall be for the benefit of and shall be enforceable by the NHDRA, and its respective affiliates, successors, and assigns. It is understood that any assignment of the Contract by Contractor without the express prior written consent of the NHDRA shall be void and of no effect. It is further understood, however, that should the Contractor assign the Contract through affirmative assignment, merger or acquisition with or without the NHDRA's prior approval, or as a matter of law, as in the case of the institution of a receivership under state law or in the filing of a petition for relief under the United States Bankruptcy Code, this Agreement shall be enforceable by the NHDRA against the assignee or successor of the Contractor, as the case may be.

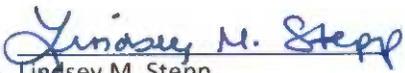
13. Counterparts.

This Agreement may be executed in one or more counterparts, and by the parties hereto on separate counterparts, each of which shall be deemed an original for all purposes and all of which together shall be deemed one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail, PDF, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

If you are in agreement with the foregoing, please sign and return the duplicate copy of this Agreement, which shall constitute the parties' entire agreement with respect to the subject matter hereof.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION

By: 
Name: Lindsey M. Stepp
Title: Commissioner

Date: June 26, 2023.

[CONTRACTOR]

Protiviti Government Services Inc

By: 
Name: John Owen
Title: Managing Director

Date: June 26, 2023.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PROTIVITI GOVERNMENT SERVICES, INC. is a Maryland Profit Corporation registered to transact business in New Hampshire on March 31, 2011. 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: 646898

Certificate Number: 0006219509



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

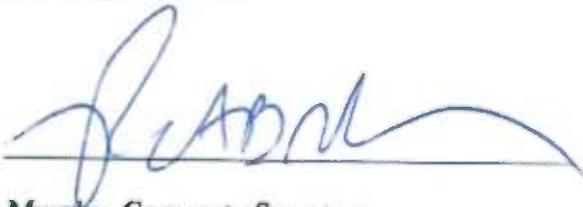
Certificate of Attestation
Protiviti Government Services, Inc.

Corporate Secretary Attestation

I, Patrick Murphy, hereby certify that I am a duly appointed Corporate Secretary of Protiviti Government Services Inc., I hereby certify that John Owen, Managing Director, is duly authorized to execute contracts on behalf of Protiviti Government Services Inc. and its staffing division Robert Half Government and may bind the company thereby.

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which the certificate is attached. This authority **remains valid for thirty (30) days**. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that he has full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Attest:

A handwritten signature in blue ink, appearing to read 'P. Murphy', is written over a horizontal line.

Patrick Murphy, Corporate Secretary

Dated: 6/20/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2023

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).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Boulevard Suite 100 Glendale CA 91203 License#: 0D69293 ROBEHAL-03	CONTACT NAME: Robert Half Certificates PHONE (A/C, No., Ext): 818-539-1463 FAX (A/C, No): 818-539-1801 E-MAIL ADDRESS: roberthalf_certificates@ajg.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B: Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER C:</td> <td></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: Federal Insurance Company	20281	INSURER B: Safety National Casualty Corporation	15105	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED Protiviti Government Services, Inc. 1737 King Street, Ste. 320 Alexandria, VA 22314														

COVERAGES **CERTIFICATE NUMBER:** 427122950 **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	ADOL	SUBR	INSR	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 <input checked="" type="checkbox"/> Stop Gap Em. Liab <input checked="" type="checkbox"/> in OH, WA, WY, ND GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y		35796687	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employer Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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					73233217	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Col.Ded: \$ 1,000/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0					79217107	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	N/A	See Attached Supplemental	6/1/2023	6/1/2024	<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
A	Personal Property w/ TIB					35796687	6/1/2023	6/1/2024	Property Limit \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of New Hampshire Department of Revenue Administration is deemed Additional Insureds on the above referenced General Liability policy as required by written contract for liability arising out of Named Insureds' acts or omissions. Please refer to attached forms for scope of Additional Insured status.

CERTIFICATE HOLDER State of New Hampshire Department of Revenue Administration 109 Pleasant Street Concord, NH 03302	CANCELLATION 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
--	--

2023-2024 RHI Workers Compensation Policy Numbers

<u>Policy#</u>	<u>States</u>	<u>Eff. Date</u>	<u>Exp. Date</u>	<u>Issuing Company</u>	<u>NAIC #</u>
Robert Half International Inc. and Profitviti Inc.					
LDS4064812	AOS: AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OK, OR, PA RI, SC, SD, TN, TX, UT, VT, VA, WV, WY	6/1/2023	6/1/2024	Safety National Casualty Corp	15105
PS 4064813	WI	6/1/2023	6/1/2024	Safety National Casualty Corp	15105



Lindsey M. Stepp
Commissioner

HP R01 '22 PM 12:56 RCVD

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



Carollynn J. Lear
Assistant Commissioner

49

April 06, 2022

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 Protiviti Government Services, Inc., Alexandria VA (Vendor #343717) for temporary data entry services in the amount of \$50,000.00 with two, one-year options to renew, effective upon Governor and Council approval through June 30, 2023. **100% General Funds**

Funding is available in the following account:

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

	FY22	FY23
103-502664 Contracts for OP Services	\$10,000	\$40,000

EXPLANATION

DRA seeks a contractor to provide temporary Data Entry Specialists to validate and, when necessary, key tax related form data. Documents have been scanned, with images and data available via Optical Character Recognition (OCR) technology during DRA's tax filing seasons. It is essential that the data be entered correctly; accuracy is critical to success. DRA also seeks a qualified Data Entry Lead to provide supervisory oversight and time management of the Data Entry Specialists, together with performing validation and, when necessary, keying of tax related form data. (See Attachment A, Protiviti Government Services Inc. Response - Bid# RFB DRA 2021-01 Proposal to Provide Data Entry Services)

A Request for Bid (RFB) (RFB #2021-01) was issued and advertised on the State Purchasing website. Three companies responded to this RFB. The bid evaluation team members included: Debra Bourbeau, Taxpayer Services Director, and Roger Marchand, Project Manager.

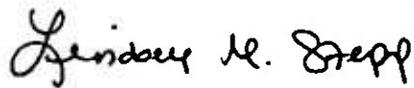
TDD Access: Relay NH 1-800-735-2964

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.

This team was assembled based upon each having an area of expertise in documents processing, and operational needs of the Department. Protiviti Government Services Inc., was chosen over the other responding agencies. (See Attachment B RFB 2021-01 Respondent List for Taxpayer Services Temp Services)

The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between Protiviti Government Services Inc. and DRA, contingent upon sufficient funds being available, and subject to the approval of Governor and Council; however, such contract shall not exceed a period of more than two (2) years. Source of funds: 100% General Funds

Respectfully Submitted,

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

Lindsey M. Stepp
Commissioner

Attachment B - Respondent List for RFB: DRA2021-01 for a contract to perform Temp Data Entry Services

Ranked Bidder #	Company Name	Address	Contact Information (name - email - phone)	Winning Bidder	Team Lead \$/Hr	Temp Specialist, \$/Hr	Hourly Rate
1	Protiviti a Robert Half Company	1155 Elm St. 7th Floor Manchester NH 03101	Barry Roy barry.roy@roberthalf.com (603) 641-9400	Winning Bidder	\$ 18.85	\$ 18.47	\$ 129.67
2	Abacus Service Corporation	25925 Telegraph Rd. Suite 206 Southfield MI 48033	Scott Minkoff scottminkoff@abacuservices.com (704) 228-0477	2nd Lowest Bidder	\$ 30.50	\$ 19.50	\$ 147.50
3	Global Solutions Corporation	25900 Greenfield Rd. Oak Park MI 48237	Lisa Salvador lisa@globalsolgroup.com (248) 291-5440	3rd Lowest Bidder	\$ 29.03	\$ 26.66	\$ 188.99

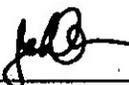
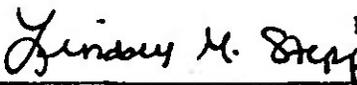
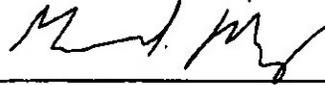
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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, PO Box 457, Concord NH 03302-0457	
1.3 Contractor Name Protiviti Government Services, Inc.		1.4 Contractor Address 1640 King St, Suite 400, Alexandria VA 22314	
1.5 Contractor Phone Number Tel: 571-842-9192	1.6 Account Number 01-84-84-840510-1080	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$50,000.00
1.9 Contracting Officer for State Agency Lindsey M. Stepp, Commissioner, NH Department of Revenue Administration		1.10 State Agency Telephone Number 603-230-5010	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John Owen Managing Vice President	
1.13 State Agency Signature 		1.14 Name and Title of State Agency Signatory Lindsey M. Stepp, 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: 4/5/2022			
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 1.18, 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 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 provide 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.

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 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 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.

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

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

EXHIBIT A - SPECIAL PROVISIONS

1. All services performed by Contractor's employees ("Contractor personnel") under this Contract shall be performed between the hours of 8:00 am and 4:00 pm. Any requests for limited deviations in work hours shall be pre-approved by DRA's Point of Contact. The DRA Point of Contact requires two-day advance knowledge of said need to temporarily vary work schedule to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
2. Contractor shall ensure that all personnel shall be in appropriate business attire, which shall be neat and clean in appearance. Contractor personnel shall be issued a DRA ID badge which they shall wear visibly at all times while on DRA premises
3. While on State property, Contractor's personnel shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State for any purpose.
4. The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service resulting from negligence or willful misconduct of Contractor personnel will be repaired at Contractor's own expense.
5. Contractor personnel shall have knowledge of data processing equipment, preferably of working within imaging systems.
6. Contractor personnel shall follow simple and complex oral and written instructions, and maintain data entry requirements by following data program techniques and procedures.
7. Contractor personnel shall perform data entry for the major portion of a work day.
8. Contractor personnel shall communicate effectively, both orally and in writing in the English language.
9. Contractor personnel shall maintain a professional and harmonious relationship with associates.
10. Contractor personnel must accurately enter account data by reviewing, correcting, deleting, or re-entering data.
11. Contractor and Data Entry Lead shall participate in an initial kick-off meeting prior to the start of work. The Contractor and Data Entry Lead may participate by phone.
12. Prior to the initial kick-off meeting, Contractor shall provide resumes of all Contractor personnel to the Point of Contact for DRA. Resumes shall include: candidate's educational background; overview of candidate's work history; at least two references, with contact information that can address the candidate's performance on past projects.
13. The Contractor must meet all Project Requirements contained in Section 3 Project Requirements in Attachment A, RFB DRA 2021-01 Protiviti Government Services Response. Contractor personnel shall be ready, willing, and able to work when called upon by DRA upon contract start date.

Contractor Initials 
Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

14. If necessary, Contractor shall participate in status reviews weekly to discuss the status of the work effort and Contractor personnel performance.
15. At all times during the term of the Contract six (6) Data Entry Specialists and one (1) Data Entry Lead shall be actively working on site at DRA.
16. Contractor personnel must execute a Contractor Confidentiality Agreement to be provided by DRA. Contractor and the State shall work together to obtain the signatures of Contractor personnel but the ultimate responsibility for delivering executed agreements shall be on the Contractor. No Contractor personnel who have not signed a Contractor Confidentiality Agreement shall be allowed to perform any services for the State.
17. Contractor personnel must submit to a background check performed by DRA.
18. Data Entry Specialists are not permitted to use mobile phones or cameras within the work area.
19. Contractor personnel shall be allowed only in areas where work is being performed.
20. Contractor personnel shall observe all regulations or special restrictions in effect at DRA.
21. State shall supervise Contractor personnel providing services to State. State shall not permit or require Contractor personnel (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents), (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, (v) to operate machinery (other than office machines) or automotive equipment, (vi) to perform services remotely (e.g., on premises other than State's or State's customer's premises), or (vii) to use computers, software or network equipment owned or licensed by Contractor personnel. Since Contractor is not a professional accounting firm, State agrees that it will not permit or require Contractor personnel (a) to render an opinion on behalf of Contractor or on State's behalf regarding financial statements, (b) to sign the name of Contractor on any document or (c) to sign their own names on financial statements or tax returns.
22. Contractor shall check references and determine qualification and skills of Contractor personnel only by asking specific questions to select past employers with regard to skills and work history before placing an individual on his or her first assignment.
23. The State shall have no obligations or responsibilities as an employer with respect to any Contractor personnel. Contractor agrees to indemnify and hold harmless the State for any claims made by the Contractor Personnel regarding any claim alleging status as State Employees, entitlement to benefits only available to State employees, or tax withholdings.
24. Contractor shall not be prohibited from hiring or representing employees of the State who come to Contractor through indirect means.
25. State and Federal Policy Compliance: In performing its obligations under this Agreement, the Contractor agrees and acknowledges that it must comply with the applicable policies and procedures governing access to and disclosure of confidential information and federal tax information as such are

Contractor Initials
Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

provided in Exhibits D, E, and F or other applicable law.

26. State is solely responsible for data security and privacy of State's information technology systems, networks, servers, email systems, software, tools, hardware and applications and any information collected, created, maintained, or used by Contractor personnel while providing the Services. Nothing in this paragraph is intended, nor shall it be deemed, to constitute a waiver by the State of any claims it may have against the Contractor relating to data disclosures, misuse of data or systems, or unauthorized access to or breaches of the systems caused by Contractor Personnel.
27. State shall provide all required training sessions to Contractor personnel in advance of performance and in a manner sufficient to properly train Contractor personnel in the performance of the Services and applicable State policies and procedures, and may reject any Contractor Personnel who fail to timely complete such trainings in a manner satisfactory to the State.
28. Use of Contractor Affiliates. Contractor may utilize personnel from its parent company (Robert Half International, Inc.) in the performance of Services hereunder and such an arrangement shall not be deemed a subcontractor relationship, provided, however, all the terms and conditions of this agreement shall apply to said Contractor Affiliates employees, and Contractor agrees to guaranty the full and faithful performance by any such Contractor Affiliates employees.
29. Circumstances may arise where, because of a default on Contractor's part or other liability, State is entitled to recover damages from Contractor. Regardless of the basis on which State is entitled to claim damages from Contractor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim, but not including indemnification claims), Contractor's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to Contractor for the Services that are the subject of the claim. It is understood that State is responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for State and Contractor shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.

Under no circumstances is Contractor liable for special, incidental or indirect damages or for any consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

30. Notwithstanding anything to the contrary, the State shall not terminate this Agreement for default without providing Contractor ten (10) days' notice and the opportunity to cure such deficiency.
31. Section 13 of the Agreement is hereby deleted and replaced with:

Unless otherwise exempted by law, Contractor shall indemnify, defend and hold harmless the State, its officers or employees, for any losses for bodily injury or damages to tangible or real

Contractor Initials

Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

property resulting from the Contractor's or any Contractor's Affiliates' or subcontractor's negligence, recklessness, or willful misconduct. 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.

Contractor Initials 
Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

EXHIBIT B - Scope and Statement of Work

Provide Temporary Services Employees to perform data entry for the State of New Hampshire Department of Revenue Administration ("NHDRA").

Introduction

NHDRA seeks qualified temporary Data Entry Specialists to validate and, when necessary, key tax-related form data. Documents have been scanned, with images and data available via Optical Character Recognition (OCR) technology. The data must be validated and, at times, keyed within the system. It is essential that the data be entered correctly; accuracy is critical to success.

NHDRA also seeks a qualified Data Entry Lead to provide supervisory oversight and time management of the Data Entry Specialists, together with performing validation and, when necessary, keying of tax related form data.

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
 - a. EXHIBIT A Special Provisions;
 - b. EXHIBIT B Scope of Services;
 - c. EXHIBIT C Payment Terms;
 - d. EXHIBIT D Department of Revenue Administration Policy NO. 22-001 Contractor Disclosures of Taxpayer and Department Information
 - e. EXHIBIT E IRS Pub 1075 Exhibit 7 Safeguarding Contract Language; and
- b) Certificate of Good Standing
- c) Certificate of Vote
- d) Certificate of Liability Insurance
- e) Certificate of Workman's Compensation Insurance
- f) Protiviti Government Services, Inc. Response - Bid# RFB DRA 2021-01, Attachment A - Proposal to Provide Data Entry Services
- g) Protiviti Government Services, Inc. Response - Bid# RFB DRA 2021-01, Attachment B - Respondent List for Tax Payer Services Temp Services

Contractor Staff Requirement

The Contractor shall provide full-time personnel with the qualifications listed in the table and for this engagement:

Staff Title	Skills & Qualifications	Quantity
Data Entry Lead	Data entry & Supervisory skills	1
Data Entry Specialists	Data entry skills	6

Contractor Initials 
Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

The term of the contract shall commence upon the date of Governor and Executive Council approval of the contract and expire on the completion date of June 30, 2023.

Data Entry Specialists and the Data Entry Lead will be provided with up to one day of hands-on training by DRA employees. The training period is included within the contract time frame.

Contractor Staff shall remain employees of the Contractor. DRA shall have no obligations or liabilities as an employer with respect to the Contractor employees.

The Contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the DRA, contingent upon sufficient funds being available, and subject to the approval of Governor and Council; however, such contract extensions shall not exceed a period of more than two (2) one-year periods.

Contract Points of Contact

<p>Contract Manager: Barry Roy, Regional President – Professional Staffing Services Protiviti Government Services, Inc. a Robert Half Company 1155 Elm Street, 7th Floor Manchester, NH 03101 Tel: 603-641-9400 barry.roy@rhi.com</p>	<p>State Point of Contact: Lisa Crowley, Director NH Department of Revenue Administration 109 Pleasant Street, PO Box 637 Concord, NH 03301 Tel: 603-230-5912 Lisa.J.Crowley@dra.nh.gov</p>
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Contractor Initials 
Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

Scope of Work

Contractor shall provide the required number of Data Entry Specialists who shall consist of qualified persons familiar with the products and equipment they will use. Data Entry Specialists shall have knowledge of, and ability to comply with confidentiality requirements. Data Entry Specialists' work will be spot checked for errors and they are expected to maintain an acceptable accuracy rate. Data Entry Specialists who fail to meet an acceptable accuracy rate will be asked to be replaced at DRA's discretion.

Contractor shall provide a Data Entry Lead familiar with performing supervisory level work, including but not limited to possessing the following skills: strong communication skills; ability to provide daily/weekly updates on status of work efforts to DRA's Point of Contact; ability to supervise work effort and time management of multiple data entry specialists; ability to perform data entry/validation work; knowledge of, and ability to, maintain confidentiality requirements. DRA's Point of Contact will communicate through the Data Entry Lead the need to dismiss from the work such Data Entry Specialists that are deemed incompetent, careless, insubordinate, otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interests of security.

Due to the highly confidential nature of the tax information contained on the forms and within the DRA systems, this work will only be performed at 109 Pleasant Street in Concord, NH. Individuals assigned will need to submit to a criminal background check by completing a Criminal Record Release Authorization Form, as well as execute a Contractor Confidentiality Agreement.

The Data Entry Specialists shall validate and, when necessary, key, tax-related form data within DRA's information systems. Documents have been scanned, with images and data available via Optical Character Recognition (OCR) technology. It is essential that the data be entered correctly; accuracy is critical to success.

The Data Entry Lead shall provide supervisory oversight and time management of the Data Entry Specialists, together with performing validation and, when necessary, keying of tax-related form data.

Contractor Initials



Date

3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

EXHIBIT C - COSTS

The New Hampshire Department of Revenue Administration ("NHDR") will be billed bi-weekly for Contractor services provided. The invoices will be based on the number of hours worked.

NHDRA shall have no obligation to pay any other costs relating to the services other than the Contract Price, including without limitation, wages, benefits, taxes, workers' compensation and unemployment compensation or insurances or taxes therefore, with respect to any of Contractor's employees who, for all purposes and at all times, shall be employees of the Contractor.

The Contractor employees will fill out time sheets for hours worked each week. The hours logged will be verified and approved by the Data Entry Lead and DRA. DRA will be invoiced by the Contractor bi-weekly for the services provided, which invoices will be based on the actual number of hours worked. DRA will not pay for hours not actually worked or hours not confirmed by properly prepared and approved time sheets.

The approved time sheets will be sent to the Contractor, who will then invoice the Department of Revenue Administration, Attn: Lisa Crowley, 109 Pleasant Street, PO Box 637, Concord, NH 03302-0637.

Payment terms are Net 30 days.

Budget for this contract not to exceed \$50,000.00 ("Not-to-Exceed Amount"). Notwithstanding anything to the contrary in this Agreement, the Contractor shall have no obligation to continue performance of the services once the Not-to-Exceed Amount has been attained.

<u>Service</u>	<u>Rate</u>
Data Entry Specialist	\$18.47/hr.
Data Entry Lead	\$18.85/hr.

Checks will be payable to:

Protiviti Government Services, Inc.
14243 Collections Center Dr., Chicago IL 60693
Billing POC: Theresa Kemp – Theresa.kemp@protiviti.com

Contractor Initials 

Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

EXHIBIT D – STATE POLICY NO. 22-001

Disclosures of Taxpayer and Department Information

NOTE: This Policy and Procedure is intended for the internal and disciplinary use of the Department of Revenue Administration 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 unauthorized disclosures of taxpayer and Department of Revenue Administration ("Department" or "DRA") information, including Federal Tax Information, the procedure for reporting such disclosures, and the disciplinary actions for such disclosures, for Department employees and contractors.

This Policy on Disclosures of Taxpayer and Department Information ("Policy") shall be read in a manner that is consistent with state and federal law, including, without limitation, RSA 21-J:14, Internal Revenue Code sections 7213 and 7213A, the associated Treasury Regulations, IRS Publication 1075, and all state administrative rules governing both the confidentiality of taxpayer information and employee discipline, as well as all relevant contracts, including contracts for the exchange of information with the federal government and other states, and the Collective Bargaining Agreement governing Executive Branch employees. In instances where this Policy conflicts with the aforementioned authorities, those authorities shall govern.

This Policy shall apply equally to all Department employees whether classified or unclassified.

This policy rescinds and replaces Policy # 14-018 "Disclosures of Taxpayer and Department Information," # 15-001 "Unauthorized Disclosures of Federal Tax Information," and #16-007 "Contractor Disclosures of Taxpayer and Department Information."

II. Definitions

For purposes of this Policy and Procedure, the term:

- A. "Contractor" shall mean any individual or organization, including employees and subcontractors of such individuals or organizations, that the DRA contracts with for the provision of goods or services that has or may have access to any DRA information,

Contractor Initials

Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

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.

- B. "Disclosure Officer" shall mean the person designated by the Department to ensure compliance with the Department's safeguard standards and procedures as described in "Coordinating Safeguards within an Agency" of Pub 1075, and shall include for purposes hereof the "Alternate Disclosure Officer."
- C. "Employee" shall mean an employee of the State of New Hampshire performing work at, or on behalf of, the DRA, including unpaid work or as an intern or volunteer.
- D. "Federal Tax Information" or "FTI" shall mean any return or return information received from the Internal Revenue Service ("IRS") or secondary source, such as the Social Security Administration, Federal Office of Child Support Enforcement or Bureau of Fiscal Service. FTI includes any information created by the Department that is derived from return or return information including FTI presented in statistical format, unless aggregated in a manner that is permissible under Pub. 1075. FTI does not include federal tax returns or information provided directly to the Department by a taxpayer or their representative.

III. Policy

Taxpayer records, files, returns, or return information contained in the records of the Department, or developed by the Department or its contractors through their activities on its behalf, are confidential and privileged even in instances where identical information is public information in another individual's or organization's records. Employees and Contractors must only access and use confidential information for purposes allowed by law. A willful violation of RSA 21-J:14 constitutes a class A misdemeanor, punishable in accordance with RSA 626:2.

IRC § 7213(a)(2) makes the unauthorized disclosure of FTI by Employees and Contractors a potential felony offense. Additionally, IRC § 7213A makes the unauthorized inspection of FTI a misdemeanor, punishable by fines, imprisonment, or both. Finally, IRC § 7431 prescribes civil damages for unauthorized inspection or disclosure, and upon criminal indictment or information under IRC § 7213 or § 7213A, requires notification to the taxpayer that an unauthorized inspection or disclosure has occurred.

Further, it is the responsibility of every DRA employee and contractor to read "Reporting Improper Inspections or Disclosures" of Pub 1075, found at <http://www.irs.gov/pub/irs-pdf/p1075.pdf> and to report any suspected unauthorized inspection or disclosure of FTI, including breaches and security incidents, as set forth below.

Contractor Initials
Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

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 Employee to perform their job or 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 individual employee's job duties); (3) in the case of a Contractor, comingling taxpayer information or DRA records or files with any other files or records of the Contractor; (4) misusing, abusing, losing, or damaging the DRA's records or information, including the failure to safeguard records, files, returns, or return information, or DRA information found in Contractor records; (5) publication of taxpayer information or DRA records or files in any public forum, including social media, networking or other public websites; and (6) in the case of FTI, any other disclosure that is impermissible under Pub 1075, IRC sections 6103, 7213 or 7213A, the associated Treasury regulations, or any other federal law or associated guidance.

It is the policy of the DRA that impermissible disclosures of taxpayer or Department information must be reported in accordance with the procedures below. In addition, it is the policy of the DRA that disciplinary action resulting from an impermissible disclosure of taxpayer or DRA information, shall be administered in accordance with the procedures below. Finally, it is the policy of the DRA that all contracts with DRA Contractors include provisions addressing the Contractor's obligations with respect to taxpayer and DRA information as outlined below. Each Employee and Contractor shall annually attest that they have received, read, and understand this Policy.

IV. Procedures

A. PROTECTING FTI

All taxpayer information is confidential, and shall not be disclosed to other persons, except as authorized by power of attorney and in accordance with applicable law. However, FTI is subject to stricter confidentiality protections than other Department information. All Employees and Contractors are responsible for protecting FTI, regardless of whether such FTI is accessed through RIMS, the IRS electronic file transfer protocol (also known as the Secure Data Transfer application), the IRS website (including the Transcript Delivery System), hardcopies from IRS, or any other delivery method. Paper and electronic media containing FTI shall be strictly protected, monitored and controlled. Employees and Contractors shall comply with all internal DRA guidance and training concerning the protection of FTI. Generally, Employees and Contractors shall not print or photocopy FTI, except as expressly permitted by internal DRA written guidance. Further, Employees and

Contractor Initials

Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

Contractors shall not save or store FTI in electronic form on any DRA network, on or off premises, except as expressly permitted by internal DRA written guidance. Likewise, Employees and Contractors shall not transmit FTI by email, fax, phone call, or collaborative computing devices, except as expressly permitted by internal DRA written guidance.

FTI stored on electronic media shall be strictly controlled, encrypted and password protected. Paper documents containing FTI shall be stored and secured in the fourth floor vault as detailed in internal DRA written guidance. Paper documents provided by IRS (generally in response to a request using IRS form 8796A) containing FTI shall be locked in secure cabinets in the fourth floor vault and only accessed upon approval of the applicable Division Director and Disclosure Officer.

B. REPORTING REQUIREMENTS FOR ALL DISCLOSURES

When an Employee or Contractor knows or suspects that an impermissible disclosure has occurred with respect to any Department information, regardless of whether FTI is involved, the following procedure shall govern:

1. The Employee shall immediately report the impermissible disclosure to his or her Division Director. In the case of a Contractor, such Contractor shall immediately report the impermissible disclosure to a DRA Employee, who shall in turn immediately report the same to their Division Director. Each Employee or Contractor described in this subparagraph (including a DRA Employee only aware of the disclosure through the report of a Contractor) shall be considered a "Reporting Party."
2. The Division Director shall complete a Disclosure Notification Report ("DNR"), review the completed information with the Reporting Parties, and have a Reporting Party sign and date the DNR. The Division Director shall also sign the completed DNR.
3. The Division Director shall file the completed DNR with the Assistant Commissioner's Office by the next business day following the Reporting Party's report of the impermissible disclosure.
4. Reported alleged disclosures shall be treated with the utmost level of confidentiality by the DRA, so the Reporting Party's and/or the alleged offender's identity shall be considered confidential and privileged.

C. REPORTING REQUIREMENTS FOR DISCLOSURES OF FTI

In the event an Employee suspects that there has been an unauthorized disclosure of FTI in any format, the following additional steps, which incorporate the requirements of IRS Pub. 1075, must be taken:

Contractor Initials 
Date: 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

1. The Reporting Party shall notify, via e-mail correspondence, the following DRA personnel of the suspected unauthorized disclosure of FTI: the Assistant Commissioner, the Internal Auditor, the Disclosure Officer, and the Reporting Party's Division Director. The subject line of the Reporting Party's e-mail notifying of the alleged disclosure shall state "Suspected Unauthorized Disclosure of FTI."
2. The Reporting Party, in conjunction with the Disclosure Officer, shall immediately, but no later than 24 hours, report the suspected disclosure of FTI to the appropriate Agent-in-Charge at the Treasury Inspector General for Tax Administration (TIGTA) by calling the local field division office (currently, New York), or, if unable to contact such office, the TIGTA Hotline Number below:

Hotline Number: During normal business hours: 1-800-366-4484
After regular business hours: 1-800-589-3718

Treasury Inspector General for Tax Administration
Ben Franklin Station
P.O. Box 589
Washington, DC 20044-0589

3. Concurrently with the above, the Disclosure Officer shall notify, via email correspondence, the IRS Office of Safeguards at: SafeguardReports@irs.gov. The Disclosure Officer's notification to the Office of Safeguards must occur even if all information is not yet available. If a determination is made that there should be discipline or other legal consequences as a result of the disclosure, the Disclosure Officer shall make a second notification to the Office of Safeguards. In the email correspondence notifying the Office of Safeguards, the Disclosure Officer shall document the specifics of the incident known at the time, including but not limited to:
 - a. Name of agency and agency Point of Contact for resolving data incident with contact information;
 - b. Date and time of the incident;
 - c. Date and time the incident was discovered;
 - d. How the incident was discovered;
 - e. Description of the incident and the data involved, including specific data elements, if known;
 - f. Potential number of FTI records involved; if unknown, a range shall be provided;
 - g. Address where the incident occurred;
 - h. IT involved (e.g. laptop, server, mainframe); and
 - i. Whether the agency will initiate adverse or disciplinary action against an employee for an unauthorized inspection or disclosure of return information in violation of DRA policies. Adverse or disciplinary actions should be interpreted

Contractor Initials 

Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

to include, but are not limited to, admonishments and censures, letters of warning, suspensions, reduction of job responsibilities, job reassignments, reductions in pay or denials of increment, and terminations. Adverse or disciplinary actions should also be interpreted to include alternatives that provide for any variety of both punitive and non-punitive remedial measures. All such adverse or disciplinary actions will be administered in accordance with law, the N.H. Personnel Rules, the CBA, and applicable procedures.

FTI data shall not be included in the data incident report. The identity of the person suspected of making the unauthorized disclosure shall not be included in any data incident reports to the IRS or the Office of Safeguards. Reports must be sent by the Disclosure Officer electronically and encrypted via IRS-approved encryption techniques. The Disclosure Officer shall use "data incident report" in the subject line of the email.

4. Upon receiving the notification, the Reporting Party's Division Director, Assistant Commissioner, Internal Auditor, Reporting Parties, and Responsible Parties, shall follow the steps set forth above in Section III (B) and (D).
5. The Division Director, Assistant Commissioner, Internal Auditor, and all other parties shall make every effort to exclude FTI from the DNR, the Disclosure Investigation Report, and any other document produced as part of the reporting or investigations of the potential disclosure(s).
6. The Assistant Commissioner shall notify an impacted taxpayer in writing when the DRA proposes an administrative determination as to disciplinary or adverse action against an Employee arising from the Employee's unauthorized inspection or disclosure of the taxpayer's return or return information. The required notice must include the date of the unauthorized inspection or disclosure and the rights of the taxpayer under IRC § 7431. The Assistant Commissioner shall also report to IRS Safeguards when taxpayer notification letters are issued. Taxpayer notification letters shall not include the identity of the person suspected of making or determined to have made any unauthorized disclosures.
7. In consultation with the Disclosure Officer, the Assistant Commissioner shall undertake appropriate measures for the remediation of unauthorized inspection or disclosure of a taxpayer's return or return information as necessary.

D. INVESTIGATING REQUIREMENTS FOR ALL DISCLOSURES

Contractor Initials 

Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

When the Assistant Commissioner's Office receives a completed DNR, regardless of whether the potential disclosure involved Department information or FTI, the following procedure shall govern:

1. The Assistant Commissioner shall review the completed DNR. If the impermissible disclosure appears to be willful, involve theft or conversion, or the suspected commission of a crime, the Assistant Commissioner shall consult with Revenue Counsel before an investigation is requested. As part of such consultation, the Assistant Commissioner and Revenue Counsel may in their discretion coordinate to notify the appropriate local, state and/or federal law enforcement authorities.
2. The Assistant Commissioner may request that the Internal Auditor (hereinafter, "Internal Auditor" shall include a designee selected at the discretion of the Assistant Commissioner) conduct an investigation of the reported allegation to assist with determining if an offense has occurred. If an investigation is requested, the Assistant Commissioner shall provide the Internal Auditor with a copy of the completed DNR and keep the original completed DNR. If the Assistant Commissioner determines that an investigation is unnecessary, the Assistant Commissioner shall proceed to Section IV(D)(11) (below).
3. After requesting that the Internal Auditor conduct an investigation, the Assistant Commissioner shall notify the Employee(s) or Contractor(s) believed to be responsible for the impermissible disclosure ("Responsible Party(ies)") in writing within 10 calendar days of receipt of the DNR that an investigation will be commenced and the reason(s) for the investigation.
4. The Internal Auditor shall interview the Reporting Parties, the Responsible Parties (if different than the Reporting Parties), and any other individuals believed to have information relating to the alleged impermissible disclosure. When interviewing any Reporting Party or Responsible Party that are DRA Employees, their Division Director(s) shall be present at the interview. In the case of Contractors, the supervisor(s) for the Reporting Party and Responsible Party may be present at the interview. Any Responsible Party or Reporting Party shall be entitled to have a union representative (if applicable) present at the interview upon request. Each interview shall be conducted separately and in accordance with the Division of Personnel administrative rules.
5. The Internal Auditor shall request:
 - i. Any and all documentation concerning the allegation;
 - ii. The names of all employees or other individuals that the Reporting Parties believe may have knowledge of the allegations; and

Contractor Initials 

Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

- iii. Any further information that the Internal Auditor deems necessary.
6. The Internal Auditor shall conduct any further research and interviews necessary to investigate the allegation.
7. During an investigation, all Employees and Contractors shall cooperate in the investigation. Failure to cooperate in the investigation may result in termination of employment in the case of an Employee, and the DRA's exercise of any contractual or other legal remedies in the case of a Contractor.
8. During any investigation, the Assistant Commissioner shall provide the Responsible Parties with written notification of the status of the investigation and the probable date of completion of the investigation every 2 weeks.
9. At the close of an investigation, the Internal Auditor shall complete and sign a Disclosure Investigation Report ("DIR") and file the completed DIR with the Assistant Commissioner's office.
10. The Assistant Commissioner shall perform an analysis of the DNR and (if applicable) the DIR to determine whether an offense has been committed. If no offense has been committed, a "no offense" finding shall be issued. If an offense(s) has been committed, a finding of the offense(s) committed shall be issued. The Assistant Commissioner may request additional information from the Internal Auditor.
11. When the result of the analysis has been determined, the Assistant Commissioner shall meet with the Responsible Parties and shall provide written notice to the Responsible Parties of the Department's findings and conclusions, as well as the result of the investigation. The Responsible Party's Division Director shall attend this meeting. In the case of Contractors, the supervisor(s) for the Contractor Responsible Party may be present at this meeting.
12. If the analysis results in discipline, the Assistant Commissioner shall place copies of all documents pertaining to the disciplinary action in the Responsible Party's personnel file pursuant to Per 1501.03(b)(4) and 1501.04, redacted to eliminate any taxpayer information pursuant to 21-J:14. In the case of Contractors, the Assistant Commissioner may place copies of all documents pertaining to the disclosure in the DRA files relating to the Contractor, and shall consider whether any contractual or other legal remedies, including debarment pursuant to RSA 21-I: 11-c, are appropriate.

Contractor Initials



Date

3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

13. In the case of Employees, the Responsible Party shall have five (5) business days from the date written notice is received to request a meeting to refute the evidence and conclusions presented by the Assistant Commissioner. If the Responsible Party requests a meeting, a meeting shall be scheduled at a mutually convenient time but not later than five (5) business days from the date of the request. The Assistant Commissioner shall issue a decision after consideration of any additional information received during the meeting, in writing to the Responsible Party within five (5) business days of the requested meeting.
14. Any penalty determination shall be carried out in accordance with Per pt. 1002.
15. Should an employee dispute the disciplinary decision issued by the Assistant Commissioner and wish to invoke the Informal Settlement Procedures Outlined in Per pt. 205, appeal shall be directly to the Commissioner.

E. EMPLOYEE DISCIPLINARY ACTION FOR ALL DISCLOSURES

1. **Disclosure of taxpayer information and taxpayer privacy violations.** Any violation under this section (intentional or otherwise) may result in discipline up to and including immediate dismissal, regardless of whether or not FTI was involved in the disclosure.

Offenses:

- a. Impermissible disclosure of taxpayer records, files, returns, or return information contained in the records of the Department, or developed by the Department through its activities, and any other protected and confidential taxpayer information.
 - b. Exceeding authorized access to taxpayer records, files, returns, or return information contained in the records of the Department, or developed by the Department through its activities, and any other protected and confidential taxpayer information. Authorized access is limited to the access required for the employee to complete his or her job.
2. **Misuse, abuse, loss, or damage to Department records or information.** Any violation under this section (intentional or otherwise) may result in discipline up to and including immediate dismissal.

Offenses:

- a. Failure to safeguard the Department's records, files, returns, or return information contained in the records of the Department, or developed by the Department

Contractor Initials 

Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

through its activities, and any other protected and confidential taxpayer information.

- b. A failure to safeguard arises when the Department's records, files, returns, or return information are carelessly, recklessly, negligently or intentionally lost or destroyed.

A failure to safeguard shall also include instances when the Department's records, files, returns or return information are available for inspection by those not authorized to see them or those without a business need to see them, regardless of whether anyone actually accesses the information, such as the failure to lock your computer, laptop, or other device when it is not in your immediate possession, leaving documents with sensitive taxpayer information viewable on your desk when you are away from your desk, and leaving your office unlocked at the end of the day.

3. **Failure to report violation or respond truthfully; bad faith reporting.** Any violation under this section may result in discipline up to and including immediate dismissal.

Offenses:

- a. Failure to report a known or suspected impermissible disclosure or other violation of this Policy.
- b. Failure to cooperate with an investigation undertaken under this Policy, including, but not limited to, any failure to answer fully and truthfully any interview questions.
- c. Making any false report of a disclosure with actual knowledge of such falsity, including falsely reporting a disclosure when the Reporting Party has actual knowledge that none occurred, or alleging that an innocent person committed an actual disclosure, when the Reporting Party has actual knowledge the disclosure was committed by another individual.

4. **Key Factors In Determining Discipline.** The absence or presence of the following factors may bear on the severity or duration of any sanction issued pursuant to this Policy.

- a. Failure to protect taxpayer records, files, returns, or return information contained in the records of the Department, or developed by the Department through its activities, and any other protected and confidential taxpayer information.
- b. Extent to which disclosure may compromise the Department's proprietary information or operations, or otherwise impacts the Department.
- c. Extent and type of information lost or destroyed, whether or not for personal gain.
- d. Extent of risk of identity theft.
- e. Failure to encrypt and/or protect passwords.
- f. Failure to cooperate in an investigation.
- g. Failure to report any known or suspected unauthorized disclosure.
- h. The number of previous violations of this Policy by the Responsible Party.

Contractor Initials *JD*
Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

- i. Whether the violation was a willful, reckless or negligent act.

F. INCIDENT RESPONSE TESTING

1. Annually, the Disclosure Officer shall coordinate a test of the DRA's incident response capability by performing tabletop test exercises for Section IV(C) of this Policy and Procedure, using scenarios that include a data breach of FTI as such is described in Pub 1075.
2. The Disclosure Officer shall consult with the DoIT DRA Lead or other DRA employees responsible for maintaining consolidated data centers and off-site storage in the tabletop exercises.
3. Following each tabletop exercise, the Disclosure Officer shall produce a report to Revenue Counsel that shall address if the policy or procedures contained within should be updated or amended.

G. REQUIRED CONTRACT TERMS

Every contract entered into by the DRA with a Contractor shall contain contract terms substantially similar to those contained in "Confidential Information Contract Provisions" attached hereto as Exhibit A.

H. DISCLOSURE OFFICER

The Disclosure Officer, Alternate Disclosure Officer, and DoIT Helpdesk are incident response support resources, and may offer advice and assistance to users of the system for the handling and reporting of security and privacy incidents.

I. ANNUAL REVIEW

This Policy and Procedure shall be reviewed by Revenue Counsel annually and any required updates or amendments shall immediately be forwarded to the DRA Policy and Procedure Committee as set forth in DRA Policy #13-005, Policy and Procedure Committee.

Contractor Initials 

Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

EXHIBIT D: Section IV; Paragraph G; Attachment A Required Contract Terms

The 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. The Contractor also acknowledges that its access to Confidential Information is subject to Exhibit E- Department of Revenue Administration Policy No. 22-001, "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 Confidential Information has read, understands, and has signed Dep't of Revenue Administration Policy No. 22-001, "Disclosures 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 Confidential Information in strictest confidence for the sole and exclusive benefit of the State. The Contractor shall not use Confidential Information except for the purpose of performing its obligations under the Contract, and shall not disclose 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 Confidential Information, regardless of whether disclosure is permitted or required by judicial decree or state or federal laws/rules.

The 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. The 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 under the Contract, 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 Exhibit E - Dep't of Revenue Administration Policy No. 22-001, "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

Contractor Initials 

Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

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 Agreement, the provision of this Section shall govern.

Contractor Initials 
Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

EXHIBIT E - IRS Pub 1075 EXHIBIT 7 SAFEGUARDING CONTRACT LANGUAGE

I. PERFORMANCE

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

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format 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 or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the

Contractor Initials
Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI 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 FTI for a purpose not authorized herein constitutes felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal

Contractor Initials 

Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) 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.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertification's must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures 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 10) For the initial certification and the annual recertification's, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

Contractor Initials P
Date 3/1/2022

STATE OF NEW HAMPSHIRE - DEPARTMENT OF REVENUE ADMINISTRATION
CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

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. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

Contractor Initials 
Date 3/1/2022

Attachment A

RFB DRA 2021-01 Protiviti Government Services Response.

STATE OF NEW HAMPSHIRE BID PROPOSAL TRANSMITTAL LETTER

Date: 6/18/2021

Company Name: Protiviti Government Services, Inc
Address: 1840 King St, Suite 400, Alexandria VA 22314

To: Point of Contact: Debra Bourbeau
Telephone: (603)-230-5912
Email: DRA-PMO@dra.nh.gov

RE: Department of Revenue Administration Request for Bid Proposal for Data Entry Services
BD Submission Deadline Date and Time: June 23, 2021 @ 1:30 PM
BD Proposal Opening Date and Time: June 24, 2021 @ 10:00 AM (109 Pleasant Street Concord NH- Training Room)

Dear Ms. Bourbeau:

(Insert name of signor) John Owen, on behalf of Protiviti Government Services, Inc (insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written Bid submitted herewith ("Bid") to the State of New Hampshire in response to Bid# DRA2021-01 for Data Entry Services Contract(s) at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

Authorized Signor's Signature [Signature]

Authorized Signor's Title Managing Vice President

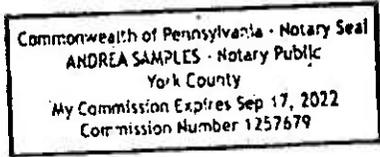
NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: York STATE: PA

ZIP: _____

On the 21 day of June, 2021, personally appeared before me, the above named John Owen in his/her capacity as authorized representative of Protiviti, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.
[Signature]
(Notary Public/Justice of the Peace)



My commission expires: 9/17/2022 (Date)

**REQUEST FOR BID FOR A CONTRACT TO
PROVIDE DATA ENTRY SERVICES FOR
NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION**

1. PURPOSE

The purpose of this Request for Bid Proposal ("RFB") is to establish a contract with a qualified vendor to provide services to assist with performing data validation/data entry of tax-related forms data into Department of Revenue Administration ("DRA") information and imaging systems. In accordance with the requirements of this RFB and any resulting contract(s), the successful Bidder will be called upon to perform these services during peak tax season times throughout the year at the discretion of the DRA.

2. SCOPE OF SERVICES

Vendor shall be responsible for provision of all labor, transportation, and permits as necessary to supply the required level of services as described herein.

DRA seeks qualified Data Entry Specialists to validate and, when necessary, key tax-related form data into the Imaging System. Documents have been scanned with images of data available via Optical Character Recognition (OCR) technology. It is essential that the data be entered correctly; accuracy is critical to success. Therefore, DRA also seeks a qualified Data Entry Lead to provide supervisory oversight and time management of the Data Entry Specialists, together with performing validation and, when necessary, keying of tax-related form data into the imaging system. Data Entry Specialists and the Data Entry Lead will be provided with up to one day of hands-on training by Department staff. The training period is included within the contract time frame.

The Data Entry Specialists shall consist of qualified persons familiar with the products and equipment they shall use. The Data Entry Specialists' work will be spot checked weekly for errors and are expected to maintain an acceptable accuracy rate. Data Entry Specialists who fail to meet an acceptable accuracy rate will be asked to be replaced at the State's discretion. The number of Data Entry Specialists needed at any given time during the contract period will be determined by DRA from time to time in its sole discretion to meet peak document processing load driven by external customer filing activity.

The Data Entry Lead shall be familiar with performing supervisory level work, and shall possess, among others, the following skills: Strong communication skills; ability to provide daily/weekly updates on status of work efforts to DRA's Point of Contact; ability to supervise work effort and time management of multiple data entry specialists; ability to perform data entry/validation work; and knowledge of, and ability to maintain confidentiality requirements. DRA's Point of Contact will communicate through the Data Entry Lead the need to dismiss from the work any contracted employees that are deemed incompetent, careless, insubordinate, otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interests of upholding customer and agency data security.

All services performed under this Contract shall be performed Monday through Friday between the hours of 8:00 am and 4:00 pm. Any requests for limited deviations in work hours shall be pre-approved by DRA's Point of Contact. The State requires three-day advance knowledge of any need to temporarily vary work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

Due to the highly confidential nature of the tax information contained on the forms, this work must be performed at 109 Pleasant Street in Concord, NH, and individuals assigned will need to submit to a criminal background check by completing a Criminal Record Release Authorization Form, as well as execute a Vendor Confidentiality Agreement.

Vendor shall ensure that all personnel shall be in appropriate business attire, which shall be neat and clean in appearance with Department badge identification that is visible at all times.

While on State property, Vendor's staff shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State. All compensation, benefits, tax compliance and any other regulatory responsibilities associated with the employment relationship of Vendor's staff shall be solely and exclusively the responsibility of Vendor. Vendor shall indemnify and hold harmless the State for any claims arising from said relationship or the conduct of Vendor's staff regarding any third persons.

The Vendor agrees that any damage or injury to buildings, materials, equipment or to other property caused by Vendor's staff during the performance of this service will be repaired at Vendor's own expense.

The Vendor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

3. PROJECT REQUIREMENTS

Bidders must fill out the requirements table listed below. Only vendors who meet the mandatory requirements or meet the requirements with modifications acceptable to the State, will be considered for award.

Key	
M/O	Y/M/N
M = Mandatory Requirement	Y = Yes, our Quote complies
O = Optional Requirement	M = Yes, our Quote complies (with some modifications)
	N = our Quote does not comply

	BUSINESS REQUIREMENTS	M/O	Y/M/N	VENDOR COMMENTS
B-1	Vendor staff must have knowledge of Fairfax data processing equipment and its operation, as well as experience with FairFax Quick Key Data entry tool.	M	Y	
B-2	Vendor staff shall be able to follow simple and complex oral and written instructions, and maintain data entry requirements by following data program techniques and procedures.	M	Y	
B-3	Vendor staff shall be able to perform data entry using Fairfax's Quick Key Tool.	M	Y	
B-4	Vendor staff shall be able to communicate effectively, both orally and in writing in the English language.	M	Y	
B-5	Vendor staff shall be able to maintain a professional and harmonious relationship with associates and DRA personnel.	M	Y	
B-6	Vendor staff must be able to accurately enter account data by reviewing, correcting, deleting, or reentering data from within the FairFax Quick Tool.	M	Y	
	GENERAL REQUIREMENTS			
G-1	The Contract shall begin upon receipt of notification from the State of New Hampshire regarding G&C approval and	M	Y	The contract shall be subject to review and execution by Vendor

	shall extend no later than June 30, 2022.			
G-2	Vendor and Data Entry Lead shall participate in an initial kick-off meeting prior to the start of work. The Vendor and Data Entry Lead may participate by phone.	M	Y	
G-3	Prior to the initial kick-off meeting, Vendor shall provide resumes to the Point of Contact for DRA. Resumes shall include: candidate's educational background; overview of candidate's work history; at least two references, with contact information that can address the candidate's performance on past projects; and FairFax Quick Key experience	M	Y	
G-4	At the discretion of the DRA the Vendor personnel shall begin working onsite during peak tax season times.	M	Y	
G-5	If necessary, Vendor shall participate in status reviews weekly to discuss the status of the work effort and staff performance.	M	Y	
G-6	At the sole discretion of the DRA during peak tax season times, during the term of the Contract up to six (6) Data Entry Specialists and one (1) Data Entry Lead shall be actively working on site at DRA.	M	Y	
SECURITY REQUIREMENTS				
S-1	Contracted employees must execute a Vendor Confidentiality Agreement.	M	Y	
S-2	Vendor staff shall not have been convicted of a felony.	M	Y	Subject to background check by DRA
S-3	Contracted individuals must submit to a background check performed by the end using agency.	M	Y	
S-4	Contracted Data Entry Specialists are not permitted to use mobile phones or cameras within the work area.	M	Y	
S-5	Vendor's personnel shall be allowed only in areas where work is being performed.	M	Y	
S-6	Vendor's personnel shall observe all regulations or special restrictions in effect at the DRA premises.	M	Y	

4. VENDOR STAFF REQUIREMENTS

The Contractor shall provide full-time personnel with the qualifications listed in Sections 2 and 3 for this engagement:

Staff Title	Skills & Qualifications	Quantity
Data Entry Lead	Data entry & Supervisory skills	One (1)
Data Entry Specialists	Data entry skills	Up to Six (6)

5. TERM OF CONTRACT

The term of the contract shall be from the date of award through June 30, 2022. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure.

upon the mutual agreement between the successful Vendor and the DRA, contingent upon sufficient funds being available, and subject to the approval of Governor and Council; however, such contract shall not exceed a period of more than two (2) years.

6. BID PROPOSAL FORM AND SUBMISSION

Read the entire Request for Bid document prior to filling it out. Complete the pricing information in the "Bid Offer Sheet" attachment below. This attachment contains detailed information on how to fill out the pricing information found on the Bid Offer Sheet. You must also complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page 1 of the bid invitation. All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified as the "Bid closing date" below.

Submission of Bid Proposal may be made via email, mail or fax (603-230-5945) and addressed to: Email RFB Submission to: DRA-PMO@dra.nh.gov

Debra Bourbeau, Director, Taxpayer Services
 NH Department of Revenue Administration
 109 Pleasant Street
 Concord, NH 03302

Bid Proposals shall be marked as:

**State of New Hampshire Department of Revenue Administration
 RFB DRA 2021-01- Closing Date: 6/23/2021 @ 1:30 PM
 Bid# RFB DRA:2021-01 Proposal to Provide Data Entry Services**

Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

Vendor Must complete and sign the attached Bid Offer Sheet.

7. PROPOSED TIMETABLE

Request for Bid Proposals Issued	Friday, June 11, 2021
Last day for Questions, Clarifications and/or requested changes to bid	Wednesday, June 16, 2021
Responses to questions sent to all	Thursday, June 17, 2021
Bid Submission Closing Date by 1:30PM	Wednesday, June 23, 2021
Bid Opening at 10:00 AM (109 Pleasant Street, Concord NH- Training Room)	Thursday, June 24, 2021
Contract Negotiation Process Concludes	Thursday, July 1, 2021
Governor & Council Approval Process	TBD

8. AWARD OF CONTRACT

If a contract is awarded, the award will be made to the Vendor(s) whose bid meets all of the Project Scope in Section 2 and Requirements in Section 3 of this RFB and who offers the lowest Offer Price.

The State reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid and to waive irregularities that it considers immaterial to the bid.

8.1.1. If awarded a contract. The Vendor must agree to the terms and conditions of the attached State of New Hampshire Form #P-37 and complete the following sections and requirements;

- Section 1.3 Contractor(s) Name
- Section 1.4 Contractor(s) Address
- Section 1.11 Contractor(s) Signature
- Section 1.12 Name & Title of Contractor(s) Signor
- Section 1.13 Acknowledgement
- 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

8.1.2. Vendor must provide certificate of insurance with proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and workers' compensation. The State shall be listed as an additional insured on the applicable Certificate of Insurance.

8.1.3. Vendor must provide a certificate of good standing from the NH Secretary of State.

9. VENDOR RESPONSIBILITY

The successful bidder shall be solely responsible for meeting all terms and conditions specified in the Request for Bid Proposal, and any resulting contract(s).

10. CONFORMANCE WITH STATUTES

Any contract awarded as a result of this RFB must be in full conformance with the laws of the State of New Hampshire.

11. AMENDING OR CANCELLING

11.1 The State reserves the right to amend or cancel this RFB, prior to the due date if it is in the best interest of the State.

11.2 The resulting Contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and the Vendor.

12. REJECTION FOR MISREPRESENTATION

The State reserves the right to reject the Bid Proposal of any vendor for misrepresentation.

13. LIABILITY

The State shall not be held liable for any costs incurred by the Vendor in the preparation of their Bid or for work performed prior to any contract approval and issuance.

14. PUBLIC DISCLOSURE OF SUBMISSIONS

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

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 211:13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

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

15. TERMINATION

The State of New Hampshire shall have the right to terminate the contract at any time by giving the successful Vendor a thirty (30) day written notice.

16. VENDOR CERTIFICATIONS

Prior to award of a contract, ALL Vendors SHALL be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- 17. STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be 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):
State of New Hampshire - Online Vendor Registration (nh.gov)
- 18. NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>.
- 19. CONFIDENTIALITY & CRIMINAL RECORD:** All Vendor staff performing services under the contract must execute a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the Point of Contact for DRA prior to the start of any work.
- 20. BID PROPOSAL INQUIRIES:** All questions regarding this Request for Bid Proposal, including clarifications and proposed specification changes shall be submitted to the Point of Contact for DRA, Debra Bourbeau, Director of Taxpayer Services, at DRA-PMO@dra.nh.gov 603-230-5912.

Vendor shall include complete contact information including the Vendor's name, telephone number, fax number, and e-mail address.

(Remainder of page intentionally left blank)

Attachments:
BID OFFER SHEET

Instructions: Bidders are directed to fill in each element of the pricing information, including hourly rate lines for each position listed in the Offer Section Below and the Total Hourly Team Rate which is calculated as the sum of the hourly rates for each position. Bidders must further complete the Vendor Information Section.

In order to be considered for award, this bid must be signed and notarized on the front cover sheet in the space provided.

The lowest bid will be determined based on the lowest hourly team rate as listed on the offer sheet. The resulting contract will include hourly rates offered by the successful bidder with a not to exceed price set by the State.

PRICING/OFFER

Vendor hereby offers to sell the services required under this RFB to the State of New Hampshire at the following hourly price(s):

POSITION	HOURLY RATE (\$USD)
Data Entry Lead	\$ 18.85 /per hour
Data Specialist #1	\$ 18.47 /per hour
Data Specialist #2	\$ 18.47 /per hour
Data Specialist #3	\$ 18.47 /per hour
Data Specialist #4	\$ 18.47 /per hour
Data Specialist #5	\$ 18.47 /per hour
Data Specialist #6	\$ 18.47 /per hour
<u>TOTAL HOURLY TEAM RATE</u> <u>(Sum of all hourly rates listed above)</u>	\$ 129.67 /per hour

VENDOR INFORMATION

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

Josh Britt	571 -282 -7067
Contact Person 703.299.3406	Telephone Number Josh.Britt@roberthalfgovernment.com
Fax Number Protiviti Government Services, Inc	E-mail Address 157628210
Vendor Company Name 1640 King St Suite 400 Alexandria VA 22314	DUNS #
Vendor Address	

** Protiviti Government Services Inc ("PGS"). would like to make the following clarifications with respect to the certifications listed in Section 6 of the first page of this Bid Proposal.

The term "affiliates" means Robert Half International Inc. ("RHI")'s subsidiaries. The term "principal officers" means PGS's executive officers. The certifications made in Section 6 are made to the best of PGS's knowledge. With regards to (f) and (g), RHI is a publicly traded corporation on the New York Stock Exchange and as of December 31, 2019, had 326 offices in 42 states and 17 foreign countries. RHI employs approximately 16,000 full-time employees and approximately 205,600 temporary employees. RHI places temporary employees at the client's workplace. Federal, state, and local laws involving regulation of the workplace results in infrequent violations for wage and hour, safety, and labor issues which RHI believes are non-material and normal in the ordinary course of business for corporations of RHI's size. Due to the size and scope of our organization, RHI is infrequently subject to an order of the department of labor, department of employment security, or another state department, agency, board, or commission finding RHI is not in compliance with the laws or rules of that department, agency, board, or commission. Sanctions and penalties are rare, but do occur. RHI typically works with the department, agency, board, or commission to satisfactorily address any violations that may arise. None of the foregoing would have any impact on RHI's ability to provide services to your organization.

Executive Summary

About Protiviti Government Services

Protiviti Government Services, Inc. is proud to submit this proposal for Data Entry Services through its staffing division, Robert Half Government. Protiviti Government Services is the federal contracting practice of Robert Half International (www.roberthalf.com), which is the oldest and largest specialized talent solutions firm with practice groups areas of accounting & finance, technology, administrative, customer support, marketing & creative, legal, and management resources. Robert Half also owns Protiviti Inc., a global consulting firm. Protiviti Government Services, part of Protiviti Inc., delivers Robert Half's talent solution capabilities and Protiviti's consulting services, to assist us in delivering excellent performance to the State of New Hampshire's Department of Revenue Administration.

Most of our Staffing Professionals have previously had careers in the professions and industries they serve. They understand the function of the position to be filled, the work to be done and the skills needed.

For example: Accounting & Finance

Most of the Talent Solutions Professionals in our Finance and Accounting divisions have significant experience that qualifies them to evaluate candidates; many have held a significant position with a bank or financial services company, are a CPA or have other advanced certifications. Our Talent Solutions Professionals understand your business environment. Their candidate interviews are more focused. Their questions dig deeper. And they evaluate candidates more accurately. In short, they help you hire people who can hit the ground running, fit more smoothly into your operation, and be less likely to turnover. These are differences that matter if you want to save time and money on staffing.

Company Profile

Founded in 1948, Robert Half International is the world's leading provider of specialized talent solution services. Our expertise lies in supplying just-in-time professionals for specialized needs in distinct markets. This includes contract and full-time professionals in the practice groups of accounting & finance, technology, administrative, customer support, marketing & creative, legal, and management resources. Robert Half maintains its specialized divisions through its network of more than 300 branch offices located throughout the U.S. and in leading international centers of business.

Protiviti Government Services Inc. through its talent solutions division Robert Half Government, is the public sector practice of Robert Half. Backed by over two decades in government workforce solutions, we provide a cost-effective, customized talent and consulting solution to meet the needs of our federal, state, and local government agency clients. We specialize in the deployment of contractors with special security requirements to support your mission and move key projects

forward. The blend of people with technology gives you the best of both worlds and allows us to deliver superior customer service, local market intelligence, and most important, deploy the right resources for your needs – fast. Through the capabilities of our Managed Solutions teams, we can deliver contractors as well as strategic and operational thought leadership and management - so that we can either deliver the talent for you to manage or run the whole project for you.

Selecting Robert Half Government to provide staffing gives your agency a competitive advantage because:

- **We're highly specialized.** Robert Half Government's key personnel conducting your search have worked in the professional areas they service that qualifies them to evaluate candidates. Because we understand the assignment and the skills it requires, we're better able to assess talent and identify the most skilled candidates available.
- **Our candidate pool is larger and deeper.** We have one of the largest databases in the industry, which provides us with a broader range of skilled candidates from which to select.
- **Our evaluation process is more thorough.** The candidates we present will have the skills and experience you need. Our key personnel understand your business environment. Our candidate interviews are more focused. Our questions dig deeper. And we evaluate candidates more accurately.

Experience

Robert Half is the world's first and largest specialized temporary staffing service for accounting, finance, and bookkeeping professionals.

We provide highly qualified candidates on a contract and contract-to-hire basis through an accounting or finance department, and can provide your company with:

- Data Entry
- Accounting Manager
- Accounts Payable Clerk
- Auditor
- Billing Clerk
- Bookkeeper
- Controller
- Credit & Collections
- Financial Analyst
- Financial Services
- Payroll Clerk
- Senior Accountant
- Staff Accountant
- Tax Preparation

Connecting With Top Talent

Our candidate pool is larger and deeper

One of the most critical aspects of our business is ensuring that Robert Half Government attracts highly skilled professionals. We focus our recruiting efforts on:

- Communicating our more than 70-year history and widely recognized reputation for professionalism, ethical practices, leadership, and innovation.
- Leveraging our long-standing, strong relationships with major online job boards and social media outlets, including LinkedIn; Monster; CareerBuilder; and websites that include

diversity programs, such as DirectEmployers.com, Hirepurpose and Professional Diversity Network. Robert Half posts more than 10,000 jobs each week.

- Reaching out to highly skilled but "passive" job seekers who are open to new opportunities yet are not actively searching or posting their resume.
- Actively participating in trade associations, networking events, and civic and professional groups/clubs, as well as participating in and hosting job fairs.
- Regularly maintaining/updating/refreshing our database of the best available candidates.
- Utilizing our unique network of branch offices and major recruiting hubs located throughout the U.S., which are dedicated to locating the best individuals available to meet our customers' temporary and consulting requirements in any work location.
- Soliciting referrals from current contractors and other sources.
- Investing in, and supporting our contractors with highly competitive pay, benefits, training, and professional development opportunities.

With our proprietary recruiting platform, built on the Salesforce Cloud, our Talent Solutions Professionals are equipped not only to manage our private talent database but also to have access to job seekers applying for positions within our areas of specialization across hundreds of job boards. The Salesforce Cloud also allows Robert Half to post or announce more than 10,000 positions across hundreds of sites each week.

Each Robert Half practice group, and our local branch offices, have strategic partnerships with many of the world's premier trade associations. Increasingly, we are choosing to focus more on nurturing local alliance relationships (e.g., AFWA, FEI, IIA, etc.). Through ongoing, consistent local participation, our Staffing Professionals build long-lasting relationships with clients and highly skilled candidates within their own markets. These alliances give us access to a larger pool of candidates than other firms can offer. This is particularly valuable because the skilled professionals involved with these organizations are typically more serious about their careers and more dedicated to their professions. These business relationships include:

Finance & Accounting Practice Group:

- American Institute of Certified Public Accountants (AICPA)
- American Payroll Association (APA)
- Accounting and Financial Women's Alliance (AFWA)
- The Institute of Internal Auditors (The IIA)
- Financial Executives International (FEI)
- Association of Latino Professionals for America (ALPFA)

Administrative & Customer Support

- Local Chambers of Commerce across the U.S.
- RetirementJobs.com certified us as an Age Friendly Employer

Information Technology Practice Group

- Microsoft Partner Network (Gold / Silver)
- International Association of Microsoft Channel Partners (IAMCP)
- Oracle (as a Gold Partner)
- HDI

Creative & Marketing Practice Group

- AIGA
- American Advertising Federation (AAF)
- HOW Magazine
- Graphic Design USA (GDUSA)
- Rhode Island School of Design (RISD)

Legal Practice Group:

- Association of Corporate Counsel (ACC)
- Association of Legal Administrators (ALA)
- Minority Corporate Counsel Association (MCCA)

As an industry leader, many of our contract talent highly regard us and continue to use our services throughout their careers. As we continue to provide them with outstanding service, our contract talent often have peers and colleagues who are skilled professionals and are willing and eager to refer them to a firm they trust and respect. All Robert Half branches incorporate "matrix recruiting" into their daily process and are constantly identifying new job seekers with the most in-demand core skill sets. Our database is the largest in the industry containing more than 8 million contractors, all of whom have been interviewed and assessed, and are ready to begin work.

Each morning, our teams across all practice groups around the country, review every open position and our matrix to determine where it will be necessary to recruit. Our team strategy for recruiting aligns our efforts with the immediate needs of our customers. These combined efforts give our clients access to the largest offering of active and passive job seekers in the market, the first step in facing hiring challenges.

Evaluating Top Talent

Our evaluation process is more thorough

One of Robert Half Government's key strengths is the high degree of specialization and personal experience our Staffing Professionals bring to our customers. We not only have experts in the areas of accounting, finance, technology, marketing, creative, legal, and administrative placements but also have a high degree of expertise and understanding of public sector requirements. In each area, we carefully select our staff, choosing those professionals who have previously had careers in the professions we serve. They understand the functions of the positions, the work to be done and the skills needed. This value-add is key as we assess our contract talent and match them with our client's needs.

Our proprietary assessment process helps us assess each job seeker's skills, experience, and preference for working environment, so they can be productive from Day One.

1. The job seeker's work history is evaluated through an analysis of his or her resume, and an initial assessment conducted by either phone, email, or Skype. Our Staffing Professionals conduct an evaluation of each job seeker's education and employment history and formulate questions and clarifications in preparation for an interview.
2. An in-depth interview is conducted by a Staffing Professional with a specific understanding of the job seeker's areas of expertise and the customer's requirements for the role.
 - Talent Solutions Professionals with experience in accounting and finance, for example, interview job seekers within these professional disciplines.
 - With our network of branch locations, delivery teams and recruiting hubs located throughout the United States, we can conduct in-person and video interviews in real time as job seekers are identified and available.
3. Computerized skills testing is administered to measure a job seeker's proficiencies, identify training opportunities, and provide our Staffing Professionals with the information necessary to match the most appropriate individual to our clients' specific needs. The Robert Half Skills Assessment offers:

- A library of more than 2,000 evaluations, many specific to each line of business. These are added to and updated quarterly to ensure they represent the most current technologies and programs used in the workplace.
- Access to IKM TeckChek™ assessment products, an industry leader in IT evaluations.
- Microsoft 2016 evaluations to assess proficiency in this application suite.
- Interactive assessments that are scenario-based or mimic job activities.
- Individual evaluation results are benchmarked against historical result averages for the branch, division, or entire company. This provides an assessment of a job seeker's proficiency compared to others with the same skill set.
- The ability to build assessments from proprietary content, allowing us to customize evaluations to the specific needs of each customer.
- Evaluations in many native languages for Robert Half's international markets.

4. Robert Half will check employee references. To verify information, such as professional experience, skills and rehire status, we complete a minimum of two recent supervisory references prior to placement on a temporary or consulting job order.

- Robert Half's reference check policy is mandatory.
- Our approach to reference checking is customized to each job order so that we're able to verify that the individuals presented have the right skills to meet our customer's requirements.

After candidates are interviewed, tested, and evaluated, their information is entered into our proprietary database which tracks:

- Work experience
- Educational history
- Test scores
- Preferred employment location(s)
- Experience and skills
- Previous and desired rate of pay
- History and hours previously worked and billed with Robert Half

Our goal is to walk away from this first screening process with a firm understanding of what our contract talent are looking for in their job search. This is our opportunity to connect with them and develop a relationship that will lead to a well-matched job placement. Determining what factors are most important to them as they evaluate their options like flexible work schedules, remote or hybrid work models, commute time, dynamic work environments that are challenging, and the opportunity to enhance their skills as they are all ranked amongst the top factors contract talent assess when weighing opportunities. This cannot be overlooked, it's a key element to this initial screening so that we know what will result in a well-placed job assignment match.

The candidates we present will have the skills and experience you need. Our key personnel understand your business environment. Our candidate interviews are more focused. Our questions dig deeper. And we evaluate candidates more accurately. This is what drives the results our clients expect from us.

Quality

Experience has shown us that having a strong quality assurance program increases the loyalty of our clients and our candidates, and plays a critical role in our continued success. We're committed to understanding what works best for both our customers and candidates-and delivering it quickly and consistently. Robert Half Government's Quality Assurance Program focuses on maintaining regular contact with our clients and candidates and evaluating our performance using the Quality Assurance Survey (QAS). This includes:

Weekly monitoring throughout the assignment period

To achieve our goal of providing consistent service, each of our field offices follows standardized practices, which include weekly contact with both the client and employee throughout the assignment period.

By obtaining immediate feedback, we can:

- Pass on positive comments to our employees as they're earned.
- Address any concerns as soon as they arise.
- Document and track any issues.
- Ensure any issues raised are brought to a satisfactory conclusion.
- Detailed reviews are completed during and after each assignment.

Detailed Response

Robert Half Government is able to comply with project requirements outline in Section 3.

Robert Half had worked with the State of New Hampshire regarding talent solutions on many occasions over the last 20+ years. We have worked with the Department of Revenue in particular every year from 2003-2020 in providing Data Entry Services. Managers we have worked with at the DRA in the past have been Debra Bourbeau, Victoria Crowe, Ann-Marie Hartshorn and Tara Camire. We were told that our candidates did a great job each year. We have also worked with Joseph Bouchard at State of New Hampshire, Administrative Services and Thomas Martin at the Department of Transportation on Accounting staffing needs in the past.

Our local office is located downtown Manchester NH and we have been here in NH for over to 20 years. We have 30+ full-time Talent Solutions Managers here to service our clients. Because we are local, we are able to meet, in person or via video, every candidate that we represent. We interview, in person, north of 200 data entry, administrative and accounting candidates each month giving us a deep pool of candidates to choose from. Each candidate is reference checked and tested on their data entry and computer skills. Any candidate that doesn't test above the average accuracy and speed would not be consider for this project. Once a candidate is placed we make consistent customer service calls to the client to assure the individual is achieving expectations.

We have had past success in staffing this type of project for the DRA and know the office environment well. Base on the volume of candidates we have in inventory and our thorough candidate screening process I am confident, if Robert Half Government is awarded this bid, it will be a complete success. Example of Personnel Resumes are provided below.



John W Russell III

Employment History:

Accountemps/State of NH Dept. of Revenue
Data Entry Specialist (Temp to Hire)

April 2018 - Present

Elm Grove Properties
Accounting Assistant

November-December 2017

- Sorted, opened, and delivered mail to various employees.
- Entered all utility bills & some material bills for Home Depot into Rent Manager to be paid later.
- Entered other material bills for Home Depot into Sage to be paid later.
- Filed all bills once entered to be matched to checks to be paid out.
- Matched all bills paid for in a certain timeframe to checks and distributed checks to be signed before being mailed out to the utilities and other municipalities.
- Once checks signed, mailed checks and placed them in box for post office to pick up.
- Scanned documents into system to keep as a permanent record for both Rent Manager & Sage.
- Other jobs as directed by management.

Lincoln Financial Group
Coding Clerk

2016-2017

- Entered new personal life insurance policies from AWD, an indexing system where the files that came into the company were scanned & placed, into two different systems, Navisys, from October 2016 through March 2017, then ALIP from March 2017 through July 2017, to ensure individuals have life insurance coverage in a timely manner.
- Information then transferred from Navisys/ALIP to LifeWriter, where information was verified for corrections, & requirements sent out to the insurance agent if information was not received or was incorrect, such as if the insured's date of birth was missing or if the payment option the insured chose does not go along with the coverage & face amount the insured chose.
- Used IMPACT to verify if the agent that wrote the policy is in the company's system, if they were appointed in the state where the policy was written, and if there were any other issues.
- If there were any issues with the agent, an agent issue-log was created to go to the agent compliance department to verify & correct any issues.

SNHU
Data Entry Clerk

2016

- Entered online student electronic assignments. To ensure student gets credit for course assignment for progress toward graduation.

Accountemps has interviewed this candidate. We usually check candidate references by asking specific questions of selected previous employers with regard to qualifications and work history. Accountemps has not verified all representations made by the candidate in this resume. We recommend that our clients also perform their own reference checking.

United Healthcare

2000-2015

Senior Enrollment Rep

- Implemented small new groups, 2-50 employees for Pulse software & all size new groups 2-2000 employees for PRIME software for health insurance in a timely manner. To ensure group gets benefits within a certain timeframe.
- Produced renewal letters to groups with plan design & rates prior to renewal effective dates. For possible retention of groups with our company.
- Completed Renewal As-Is & Renewal with Changes & exceptions & corrected errors after renewal date. Resulting in lower costs to clients & ensure better accuracy.
- Consolidated large group policies to small group policies and state to state group policies changing completed format for processed conversions. Ensuring groups & members get right plans & rates for state group moved to.
- Assisted co-workers on procedures & policies when questions needed answering. Ensuring accuracy
- Installed small group members, 2-50 live groups for Pulse software & all size new groups for Prime software. Insuring members got ID cards within a certain timeframe.
- Assisted in transferring 2500 groups from one company that moved to our company. Adding approximately 25,000 members to our company.

Education

- Hesser College Associates Degree in Accounting 4 years.
- WorkReady NH Manchester Community College

Awards & Certificates

- Received many certificates for years of service.
- Perfect attendance for quarters & years of service
- Number of months meeting productivity goals & meeting & exceeding quality goals.
- Taking initiative in helping fellow employees in setting up their computers for a special project without being asked by management.

Accountemps has interviewed this candidate. We usually check candidate references by asking specific questions of selected previous employers with regard to qualifications and work history. Accountemps has not verified all representations made by the candidate in this resume. We recommend that our clients also perform their own reference checking.

Mary Bickford

Abilities

- Operate business machines
- Operate calculating devices
- Operate duplicating equipment
- Perform typing or data entry for extended duration
- Use computers to enter, access or retrieve data
- Use spreadsheet software
- Reconcile or balance financial records

Employment History

Data Entry Lead 11/2018 - Present
Data Entry Specialist 11/2012 - 11/2018
Accountemps/State of NH Dept. Of Revenue.

A/R Processor

Granite State Management & Resources 03/2004 - 07/2010

- Performed payment processing of opening mail, separate payments from other correspondence.
- Processed and entered payments. Provide backup for A/P and
- A/R Processor as needed. Researched and responded to payment inquiries received from borrowers and other departments. Assisted with reconciliation of daily deposit.

Medicaid Biller

Harbor Homes, Inc. 02/2001 - 05/2003

- Data entry of individual and per diem to be transmitted to EDS for processing. Entered Sales and
- A/R month end reports on all clients. Part time receptionist.

Collection Associate

Oxford health Plans, Inc 03/1998 - 08/1999

- Took phone messages for manager.
- Kept track and sent write off reports to home office.
- Supported Collection Dept. correspondence of all letters of termination, bounced checks and reinstatement letters.

Customer Service Temp

06/1997 - 04/1998

- Answering members questions on their policies, billing and claims.

Accountemps has interviewed this candidate. We usually check candidate references by asking specific questions of selected previous employers with regard to qualifications and work history. Accountemps has not verified all representations made by the candidate in this resume. We recommend that our clients also perform their own reference checking.

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 PROTIVITI GOVERNMENT SERVICES, INC. is a Maryland Profit Corporation registered to transact business in New Hampshire on March 31, 2011. 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: 646898

Certificate Number: 0005744189



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2022.

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

William M. Gardner
Secretary of State

Certificate of Attestation

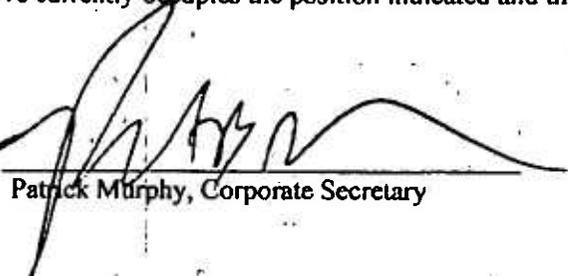
Corporate Secretary Attestation

I, Patrick Murphy, hereby certify that I am a duly appointed Secretary of Protiviti Government Services Inc. I hereby certify that John Owen, Managing Vice President, is duly authorized to execute contracts on behalf of Protiviti Government Services Inc. and its staffing Division Robert Half Government and may bind the company thereby.

I further certify that it is understood that the State of New Hampshire will rely on this attestation as evidence that the person listed above currently occupies the position indicated and that he has full authority to bind the corporation.

Dated: 2/18/2022

Attest:

A handwritten signature in black ink, appearing to read 'Patrick Murphy', is written over a horizontal line. The signature is fluid and cursive.

Patrick Murphy, Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2021

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).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203	CONTACT NAME: Robert Half Certificates PHONE (A/C, No, Ext): 818-539-1463 FAX (A/C, No): 818-539-1801 E-MAIL ADDRESS: roberthalf_certificates@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Protiviti Government Services, Inc. 1640 King Street Suite 400 Alexandria, VA 22314	INSURER A: Federal Insurance Company	NAIC # 20281
	INSURER B: Safety National Casualty Corporation	NAIC # 15105
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 543514572 **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 SURR INSD YWYD	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 <input checked="" type="checkbox"/> Stop Gap Em.Liab <input checked="" type="checkbox"/> in OH, WA, WY, ND GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		3579-66-87	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Employer Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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		7323-32-17	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Compr/Col.Ded: \$ 1,000/\$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		7921-71-07	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	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 <input type="checkbox"/> N/A	See Attached Supplemental	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)
 Evidence of Insurance Only.

CERTIFICATE HOLDER New Hampshire Department of Revenue Administration 109 Pleasant Street, PO Box 457 Concord NH 03302-0457	CANCELLATION 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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2021-2022 RHI Workers Compensation Policy Numbers

<u>Policy#</u>	<u>States</u>	<u>Eff. Date</u>	<u>Exp. Date</u>	<u>Issuing Company</u>	<u>NAIC #</u>
Robert Half International, Inc./Prosviti, Inc./Prosviti Government Services, Inc.					
LDS4064812	AOS: AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV, WY	6/1/2021	6/1/2022	Safety National Casualty Corp	15105
PS 4064813	WI	6/1/2021	6/1/2022	Safety National Casualty Corp	15105