



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

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Ora M. LeMere
Assistant Commissioner

March 6, 2024

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

REQUESTED ACTION

Authorize the Department of Revenue Administration (“DRA”) to exercise a renewal option and amend the contract with Montagne Powers, LLC (Vendor #166353), a Manchester, New Hampshire company, to increase the contract amount by \$40,000.00 from \$40,000.00 to \$80,000.00, and extend the completion date from June 30, 2024 to June 30, 2025 to allow Montagne Powers to continue providing strategic communications and public relations services to the DRA effective upon approval of Governor and Council. The contract was originally approved by Governor and Council on August 02, 2023 (item #26).

100% General Funds

Funding is available in the following account:

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

103-502664 Contracts for OP Services FY 2025 \$40,000.00

EXPLANATION

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

- Continued support with frequent open and transparent communications with the public.
- Continue providing strategic communications and public relations services.

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.

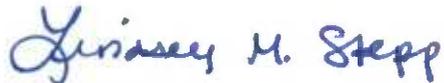
- Continue utilizing the contractor's deep level of understanding of the DRA's needs in communicating to the taxpayer and practitioner communities on important topics like cases, technology updates, and legislative changes.
- Continued outreach efforts regarding DRA's Revenue Information Management System (RIMS) in order to promote a major operating system upgrade to the DRA's Revenue Information Management System (RIMS) and the public outreach that will accompany the rollout of the DRA Website Redesign.

The original contract beginning on August 02, 2023 had the option to renew for three additional one-year terms at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term and approval of the Governor and Council. With the proposed amendment, the Department is choosing to exercise this renewal option for an additional one-year term, to expire June 30, 2025.

Amendment No. 1 modifies the Contract's completion date and increases the contract price by \$40,000.00.

We request your consideration regarding this matter.

Respectfully Submitted,



Lindsey M. Stepp
Commissioner of Revenue Administration

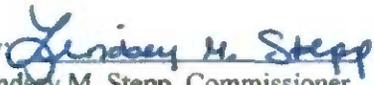
Amendment No. 1 of the Department of Revenue Administration
Contract for Strategic Communication and Public Relations Services,
RFP REV 2023-02, Dated July 12, 2023

The New Hampshire Department of Revenue Administration (DRA) and Montagne Powers, LLC, (Vendor #166353) a Manchester, New Hampshire company with a business address of 814 Elm Street Suite 205, Manchester, N.H. 03101, are parties to an agreement for Strategic Communication and Public Relations Services which was approved by Governor and Council on August 02, 2023 (item #26) (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, 2024, to June 30, 2025.
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 \$40,000.00 to \$80,000.00.
3. Effective Date and Continuance
The Amendment is effective upon Governor and Council approval. All Other Terms and conditions remain the same.

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

The parties hereto have set their hands on the 31 day of January 2024

By: 
Lindsey M. Stepp, Commissioner
Department of Revenue Administration

By: 
E. J. Powers, Partner
Montagne Powers, LLC

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

By:  On: March 5, 2024
Mark W. Dell'Orfano
Assistant Attorney General

Approved by the New Hampshire Governor and Executive Council

By: _____ On: _____

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

Business ID: 576010

Certificate Number: 0006366531



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of January A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority

Corporate Resolution

I, SCOTT TRANCHENMONTAGNE, hereby certify that I am duly elected Clerk/Secretary
(Name)
of MONTAGNE POWERS. I hereby certify the following is a true copy of
(Name of Business)

a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 1/3/24
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That E J. POWERS is duly authorized to enter a contract on
(Name and Title)
behalf of MONTAGNE POWERS with the State of New Hampshire and any of its
(Name of Corporation or LLC)
agencies or departments and further is authorized to execute any documents which may in
his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

DATED: 1-4-2024 ATTEST: Scott Tranchenmontagne



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2023

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 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 Wieczorek Insurance 166 Concord St. Manchester NH 03104	CONTACT NAME: Donna Deyo PHONE (A/C, No, Ext): (603) 668-3311 E-MAIL ADDRESS: donna@wizinsurance.com FAX (A/C, No): (603) 668-8413													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Peerless Indemnity</td> <td>18333</td> </tr> <tr> <td>INSURER B: Liberty Mutual</td> <td>24198</td> </tr> <tr> <td>INSURER C: Risk Placement Services, Inc.</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: Peerless Indemnity	18333	INSURER B: Liberty Mutual	24198	INSURER C: Risk Placement Services, Inc.		INSURER D:		INSURER E:		INSURER F:
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INSURER F:														
INSURED Montagne Powers, LLC 814 Elm Street Suite 205 Manchester NH 03101														

COVERAGES **CERTIFICATE NUMBER:** 23-24 AI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BZA57101714 (24)	5/21/2023	5/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BZA57101714 (24)	5/21/2023	5/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> 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 \$ 10,000		X	US057101714-24	5/21/2023	5/21/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability			EOWRPF161691222-002	5/25/2022	5/25/2023	Limit 5,000,000
D	Cyber			HCKCYB-P-5056651	8/25/2022	8/25/2023	Limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is named as Additional Insured with regards to liability if required by signed written contract or agreement. 30 day Cancellation notice exception: 10 days notice applies for non-payment of premium and/or substantial increase in hazard. Policy BZA57101714-20 includes Business Personal Property in the amount of \$20,000 at Replacement Cost cause of loss Special Form with 100% co-insurance

CERTIFICATE HOLDER Roger.Marchand@dra.nh.gov NH Department of Revenue Administration 109 Pleasant St. 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 Robert Wieczorek/DMD
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Lindsay M. Stepp
Commissioner

0 JUL 13 '23 PM 2:28 RCY
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

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Ora M. LeMere
Assistant Commissioner

July 12, 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 enter into a retroactive contract with Montagne Powers LLC (Vendor #166353) ("Montagne"), of Manchester, New Hampshire, to provide strategic communications and public relations services to the DRA, in an amount not to exceed \$40,000, with three options to renew for one additional year each, effective July 1, 2023 upon Governor and Council approval through June 30, 2024.

Funding is available in the following account:

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

	FY 2024
103-502664 Contracts for OP Services	\$40,000.00

EXPLANATION

This request is retroactive because the Department required more time to acquire the necessary documents to finalize the terms of the contract than was anticipated. As a result, the Department was unable to present this request to the Governor and Executive Council in June 2023. Therefore, the Department requests the contract be retroactively effective to July 1, 2023 to avoid any interruption of the services provided to the agency.

The DRA seeks the assistance of Montagne with strategic communications and public relations services in furtherance of the DRA's mission to fairly and efficiently administer the tax laws of the State of New Hampshire in a manner that merits the highest degree of public confidence in our integrity. One way that the DRA achieves this goal is through frequent open and transparent communications with the public. The DRA has previous experience with receiving strategic communications and public relations services from Montagne and feels that continued utilization of a professional vendor in this field is the most efficient and effective way to communicate important topics like cases, technology updates, and legislative changes to the taxpayer and practitioner community. Additionally, in the next year the DRA

TDD Access: Relay NH 1-800-735-2984

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.

expects that Montagne will assist with extensive public outreach that will accompany the rollout of the DRA Website Redesign and a major operating system upgrade to the DRA's Revenue Information Management System (RIMS).

On February 8, 2023, the DRA issued a Request for Proposal (RFP), RFP REV 2023-02 Strategic Communications and Public Relations Services with proposal responses due on March 14, 2023. The bid evaluation team included Commissioner Lindsey Stepp, Assistant Commissioner Ora LeMere, Taxpayer Services Director Lisa Crowley, Collection Director Bonnie Walshaw, and Project Manager Roger Marchand. The bid evaluation and scoring team was assembled based upon each having an area of expertise in management and/or administrative procedures relative to external communications. Two proposals were evaluated on the basis of 100 points in the following categories: Technical (15 points), Solution (15 points), Experience (20 points) and Cost (50 points). Attached hereto as Attachment A, is the list of all bidders and their scores. Based on the evaluation criteria, Montagne was chosen as the highest scoring proposal. Source of funds: **100% General Funds**

We respectfully request your consideration and approval of this contract.

Respectfully Submitted,



Lindsey M. Stepp
Commissioner of Revenue Administration

Attachment A

PROPOSAL EVALUATION SUMMARY

RFP REV 2023-02 Strategic Communications and Public Relations Services

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

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

Summary Table
RFP REV 2023-02 Strategic Communications and Public Relations Services

Summary Table	Company Address	Technical 15 points	Solution 15 Points	Vendor Company Qualifications 20 Points Max	Average Solution Cost	Solution Cost Points 50 Points Max	TOTAL 100 Points Max
Montagne Powers	814 Elm St. Suite 205 Manchester, NH 03101	12.00	12.00	18.00	\$ 38,600	60.0	92.0
Broadreech Public Relations	18 Commercial Street Portland, ME 04101	10.00	8.70	18.00	\$ 144,375	12.7	88.0

DRA Individual Scorer Name	Individual Scorer Position/Agency
Lindsey Stepp	Commissioner - NH Department of Revenue Administration
Ora LeMere	Assistant Commissioner - NH Department of Revenue Administration
Lisa Crowley	Director of Taxpayer Services Division - NH Department of Revenue Administration
Bonnie Walshaw	Director of Collections Division - NH Department of Revenue Administration
Roger Marchand/Diane Dawson	Project Manager/Assistant Project Manager - NH Department of Revenue Administration

REV 2023-02 Strategic Communications and Public Relations Services Contract

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

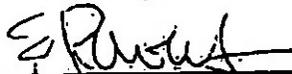
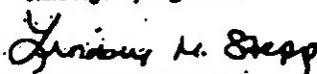
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Revenue Administration		1.2 State Agency Address 109 Pleasant Street P.O. Box 457 Concord, NH 03302-0457	
1.3 Contractor Name Montagne Powers, LLC		1.4 Contractor Address 814 Elm Street Suite 205 Manchester, 03101	
1.5 Contractor Phone Number (603) 644-3200	1.6 Account Unit and Class 01-84-84840510-1080	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$40,000
1.9 Contracting Officer for State Agency Lindsey M. Stepp, Commissioner		1.10 State Agency Telephone Number (603) 230-5006	
1.11 Contractor Signature  Date: 6/20/23		1.11 Name and Title of Contractor Signatory E.I. Powers, Partner	
1.13 State Agency Signature  Date: 6/23/23		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: <u>Lorrie A Rudis</u> Director, On: <u>7/12/2023</u>			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 6/20/23

REV 2023-02 Strategic Communications and Public Relations Services Contract

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

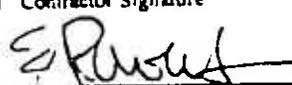
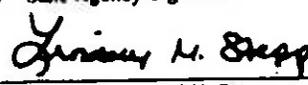
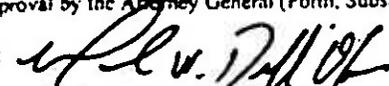
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1.1 State Agency Name Department of Revenue Administration		1.2 State Agency Address 109 Pleasant Street P.O. Box 457 Concord, NH 03302-0457	
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1.9 Contracting Officer for State Agency Lindsey M. Stepp, Commissioner		1.10 State Agency Telephone Number (603) 230-3006	
1.11 Contractor Signature  Date: 6/20/23		1.11 Name and Title of Contractor Signatory E.J. Powers, Partner	
1.13 State Agency Signature  Date: 6/23/23		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: 06/27/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials
Date 6/20/23



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

ED
Date 12/20/03

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A, and any applicable renewals 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 of benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.3, herein.

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

[Handwritten Signature]
[Handwritten Date]

**RFP REV 2023-02 STRATEGIC COMMUNICATIONS
AND PUBLIC RELATIONS SERVICES CONTRACT FOR THE NDRA**

**Exhibit A
Special Provisions**

- **Winning Vendor must read and sign DRA Non-Disclosure and Confidentiality Agreement.**

Contractor Initials

Date

ED
9/20/23

**RFP REV 2023-02 STRATEGIC COMMUNICATIONS
AND PUBLIC RELATIONS SERVICES CONTRACT FOR THE NHDRA**

**Exhibit B
Scope of Services**

1. Introduction

Montagne Powers, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, Department of Revenue Administration (hereinafter referred to as the "State") with strategic communications and public relations services in accordance with RFP REV 2023-002 attached in Exhibit F and the Contractor's response to the State's Request with its Proposal Submission as described herein in Exhibit G; Proposal Submission RFP REV 2023-02.

2. Contract Documents

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37, including:
 - i. Exhibit A Special Provisions
 - ii. Exhibit B Scope of Services
 - iii. Exhibit C Payment Terms
 - iv. Exhibit D Non-Disclosure and Confidentiality Agreement,
- b. Request for Proposal RFP REV 2023-02
- c. Proposal Submission RFP REV 2023-02
- d. Offer Sheet

3. Term of Contract

This Contract shall commence upon the approval of Governor and Executive Council and shall terminate on June 30, 2024, a period of approximately one (1) year, unless extended for additional terms as set forth below.

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

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

4. Scope of Work

Services

The Contractor shall competently and timely perform a variety of strategic communications and public relations services as defined in *Exhibit G, Proposal Submission RFP REV 2023-02*, including, but not limited to: develop and maintain a Strategic Communications and Public Relations Plan; a Strategic Communication Initiative Calendar; Influencer List; Relationship Building Program for Meals and Rentals Tax Vendors; and a Media Initiative Program both reactive and planned.

Additional Services

Contractor Initials

Date


The signature is a stylized 'JP' and the date is '6/20/23'.

**RFP REV 2023-02 STRATEGIC COMMUNICATIONS
AND PUBLIC RELATIONS SERVICES CONTRACT FOR THE NHDRA**

The State may request that the Contractor provide design and production services. All design and production services will be estimated by the Contractor prior to initiation with prior written approval of the State necessary to begin. The services and additional services described in this section shall hereinafter be collectively referred to as the "Services." Such projects will be billed at AGENCY'S discounted hourly rate of \$150.

Points of Contact

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

The Contractor's Point of Contact is:

E.J. Powers
Partner, Montagne Powers, LLC
814 Elm Street, Suite 205
Manchester, NH 03101
(603) 644-3200
ej@montagnepowers.com

The State's Point of Contact is:

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

Contractor Initials

Date

Handwritten signature and date: 4/10/23

RFP REV 2023-02 STRATEGIC COMMUNICATIONS
AND PUBLIC RELATIONS SERVICES CONTRACT FOR THE NHDRA

Exhibit C
Contract Price, Method of Payment, and Terms of Payment

1. Price Limitation

- 1.2 The total of all payments authorized or actually made by the State under this Contract shall not exceed \$40,000 as specified in Attachment B Offer Sheet

2. Compensation

- 2.1 The Services performed by the Contractor shall be performed at the hourly rate of \$150.
- 2.2 The hourly rate shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in connection with the performance of the Services under this Contract and shall be the only and the complete compensation to the Contractor for the Services. The State will not be responsible for any travel or out-of-pocket expenses incurred by the Contractor in connection with the performance of the Services under this Contract.
- 2.3 The Contractor may submit monthly invoices to the State based on the hourly rate, provided that, within those months, the Contractor performed Services.

3. Invoicing

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

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

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

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

4. Overpayments To Contractor

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

Contractor Initials
Date

SP
8/20/23

**RFP REV 2023-02 STRATEGIC COMMUNICATIONS
AND PUBLIC RELATIONS SERVICES CONTRACT FOR THE NHDRA**

5. Credits

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

Contractor Initials
Date

EA
12/12/23

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 MONTAGNE TOWERS ("Contractor"), dated as of June 21, 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.

Contractor Initials
Date

[Handwritten Signature]
[Handwritten Date]

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

ERP
12/12/23

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

Contractor Initials 
Date 6/11/23

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 NHORA 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 NHORA, 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 NHORA 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 NHORA'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 NHORA 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: Erin M. Stepp
Name: Erin M. Stepp
Title: Commissioner

Date: June 23, 2023

[CONTRACTOR]

By: E.J. Powers
Name: E.J. POWERS
Title: Partner, MONTAGNE POWERS

Date: June 21, 2023

Contractor Initials EJP
Date 6/23/23

Exhibit E

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION
109 Pleasant Street
CONCORD, NEW HAMPSHIRE 03301-6398

ADDENDUM # 1

TO RFP REV # 2023-02

PROPOSAL DUE DATE: March 13, 2023

PROPOSAL DEADLINE: 1:30 EST

FOR: Strategic Communications and Public Relations Services for the NHORA

Table with 2 columns: RFP SECTION and CHANGE DESCRIPTION. The table details amendments to RFP REV 2023-02, including changes to the timeline, additional requirements, company profile, vendor onboarding forms, and appendices.

CONTACT: Roger Marchand
TEL. NO.: (603) 230-5074

BIDDER _____ ADDRESS _____

BY _____
(This document must be signed)

(Please type or print name) TEL. NO. _____

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



**Lindsey M. Stepp
Commissioner**

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

RFP Posted Date (on or by): 2/08/2023
RFP Amended Date: 3/01/23
RFP Closing Date and Time: 3/13/2023 @ 1:30 PM (EST)

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SECTION 1 – OVERVIEW AND SCHEDULE

Purpose

The purpose of this RFP REV 2023-02 Strategic Communications and Public Relations Services for NHDRA (the "RFP") is to procure consulting services for strategic communications and public relations services for the State of New Hampshire Department of Revenue Administration ("NHDRA") as indicated in the SCOPE OF SERVICES and Appendix A: OFFER sections of this RFP (the "Services"), in accordance with the requirements of this RFP and any resulting contract (the "Contract"). NHDRA desires to contract with a single company that can supply one or more consultants with the requisite skills and experience as well as depth of knowledge required to complete these tasks ("Vendor" or "Prospective Vendor").

Timeline Schedule of Events

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

Wednesday, February 8, 2023	Request for Bid Proposals Posted - Issued
Wednesday, February 8, 2023	Vendor Questions Period begins (on or about)
Thursday, March 2, 2023	Last day for Questions, Clarifications, and/or request changes to bid
Tuesday, March 7, 2023	Final NHDRA responses to Vendor Questions
Monday, March 13, 2023	Bid Submission Closing Date by 1:30PM
Tuesday, March 14, 2023	Bid Opening at 10:00 AM - Location (109 Pleasant Street, Concord NH- Training Room)
Wednesday, March 15, 2023	Winning Vendor notification
Wednesday, March 29, 2023	Contract negotiation concludes
Wednesday, July 5, 2023	Governor and Council approval & new Contract start

Instructions to Vendors

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

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

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

Background

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

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

- entered into a separate contract with a vendor, to complete a comprehensive communications audit of NHDRA and to deliver and implement a plan to improve its communications effectiveness.
- In late FY 2018, the NHDRA, after a careful review of the communication audit results, decided to continue to receive services to assist NHDRA in implementing the communications plan that resulted from the communications audit.
 - For the last four years NHDRA utilized the Vendor selected through this RFP process who assisted NHDRA with strategic communications and supported continued outreach efforts regarding NHDRA's Revenue Information Management System (RIMS) to promote:
 - Rollout 1, which occurred on October 28, 2019, included Meals and Rooms (Rentals) Tax, the Medicaid Enhancement Tax, and the Nursing Facility Quality Assessment.
 - Rollout 2, which occurred on October 5, 2020, and included Business Profits Tax, Business Enterprise Tax (BET), Interest and Dividends Tax (I&D), and Communications Services Tax (CST).
 - Rollout 3, which occurred on August 5, 2021, included Real Estate Transfer Tax, Utility Property Tax, Railroad/Private Car Tax, Tobacco/Smokeless Tobacco Tax, Timber Tax, Excavation Tax, Low & Moderate Program taxpayers.
 - Continued support with frequent open and transparent communications with the public.
 - Continued strategic communications and public relations services and outreach efforts.
 - Communicating to the taxpayer and practitioner communities on important topics like cases, technology updates, and legislative changes.

SECTION 3 – PROPOSED SCOPE OF SERVICES

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

Requirements

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

Business Requirements

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

General Requirements

- The Proposal is date and time stamped before the Final Date for Proposal Submissions as defined in Section 1: Timeline Schedule of Events.
- The Contract requirements set forth in Section 3: Requirements, herein and Appendix B: Form P37 Agreement and Standard Terms and Conditions - General Provisions shall constitute the basis for any Contract resulting from this RFP.
- The Contract and all obligations of the parties thereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approve the Contract (the "Effective Date").
- Vendor shall have a minimum of five (5) years of relevant experience providing similar services to similar governmental entities. Administrative and technical staff shall be of sufficient size and knowledge base to support NHDRA in its initiatives. In order to demonstrate market experience and breadth, identify other product offerings or tools from your company within the response.
- Vendor shall be bound by applicable NHDRA confidentiality policies.
- The Contract shall include NHDRA's Confidential Information Contract Provisions. The Vendor shall be legally bound by RSA-21-J:14 and shall establish and maintain procedures and controls acceptable to NHDRA to ensure full compliance with the confidentiality requirements of RSA 21-J:14.

Subcontractors

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

Additional Requirements

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

SECTION 4 – PROCESS FOR SUBMITTING A PROPOSAL

Proposal Submission, Deadline, and Location Instructions

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

RFP#REV 2023-02 Strategic Communications and Public Relations Services for NHDRA

c/o Roger Marchand, Project Manager
NH Department of Revenue Administration
109 Pleasant Street
Concord NH 03301

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

Proposal Inquiries

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

To: Roger Marchand at email: DRA-PMO@DRA.NH.GOV

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

Addenda

In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, NHDRA will post on the Department of Administrative Services web site any addenda. Before your submission and periodically prior to the RFP closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the RFP. The web site address is <https://das.nh.gov/Purchasing/vendorresources.asp>.

Restriction of Contact with State Employees

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

SECTION 5 - CONTENT AND REQUIREMENTS FOR A PROPOSAL

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

a) Executive Summary (1-2 Pages)

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

b) Company Profile (1-2 Pages)

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

- Full legal company name;
- Year business started;
- If applicable, information on any parent/subsidiary relationships with any other company or companies;
- State of incorporation;

- Location of headquarters;
- Current number of people employed;
- Details of any litigation during the last ten (10) years that your company is or was a party to;
- Presence in the State of New Hampshire;
- Identification of which services are provided via the Vendor and those intended to be resold or provided by a subcontractor;
- Sub-contractors, including company name, address, contact person and three references for clients they are currently servicing.

c) Experience in Providing Similar Service (4-8 Pages)

- Provide three (3) detailed examples of engagements where the Vendor implemented strategic communications and public relations services. Details must include customer contact information allowing NHDRA to contact the respective Vendor customer. All contact information must be current. NHDRA is not responsible to search for contact individuals to verify information;
- Provide detailed examples of other strategic communications and public relations services that the Vendor has performed for similar governmental entities. Vendor must discuss implementation schedule and any significant project milestones;
- Provide three (3) detailed references for each sub-contractor intended to be used by the Vendor. Details must include customer contact information allowing NHDRA to contact the respective Vendor customer. All contact information must be current. NHDRA is not responsible to search for contact individuals to verify or update information;
- Describe your project team and provide resumes of key staff that will provide the Services. (Page Count does not apply for Resumes).

d) Strategic Communications and Public Relations (up to 7 Pages)

Prepare and submit responses to the following items:

- Describe your company's methodology and approach to handling media relations and public relations ("PR");
- Provide a list of your company's most current clients receiving said services;
- Outline a successful PR campaign your company has implemented. (Limit response to one page);
- Describe your approach in utilizing PR in support of a mission, or business campaign. (Limit response to one page);
- Describe a campaign that successfully increased visibility and awareness of services and brand recognition. Provide an example of your creativity, design and storytelling;
- Define your company's technical approach and methodology of providing the Services, addressing all RFP aspects as noted within the Scope of Services;
- Describe your company's approach to strategic planning and the evaluation measures that are imposed during the process to ensure that the thinking generated and solutions presented best serve the interests of the client;
- Provide an explanation of how your company measures/determines the effectiveness of advertising/marketing programs and campaigns including return on investment;
- Provide a detailed work plan defining how the Services will be implemented for NHDRA including a timeframe for implementation of the Services.

e) Value Added Services (1-2 Pages)

Vendors are invited to offer value added services not defined within the Scope of Services but related to communications and public relations. Define all such offerings in a narrative within the Proposal. NHDRA shall be the sole determinant in accepting or rejecting any additional service offerings.

f) Cost/Pricing

Prepare and submit your best pricing offer and cost sheet (the "Price Proposal") in your Proposal.

- Pricing must be provided and presented in hourly rates based on work to be performed and include hourly amount when/if agreed upon hours have expired;
- Pricing should include, but not be limited to, the following categories:
 - o Services
 - o Electronic newsletters and communications

- o Media creation, planning, negotiation
- o Content creation
- o Creative development
- The price quoted should be inclusive.

SECTION 6 – EVALUATION OF PROPOSALS

Criteria for Evaluation and Scoring

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

There will be a committee within NHDRA who will evaluate each Proposal (the "Evaluation Committee"). The Evaluation Committee will use a scoring scale of 100 points: a maximum of 50 points will be awarded based on the Price Proposal; a maximum of 20 points will be awarded for Experience; a maximum of 15 points will be awarded for the Requirements & Implementation section; and a maximum of 15 points will be awarded for your proposed Approach & Creativity. The maximum points that will be awarded are shown in the Vendor Scoring Categories table below.

Formal Presentations/Demonstrations/Discussions

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

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

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

Planned Evaluations

NHDRA plans to use the following evaluation process:

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

Initial Screening

The Agency will conduct an initial screening step to verify Vendor compliance with the submission requirements set forth in the RFP and the minimum content set forth in Section 5 of this RFP. NHDRA may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

Preliminary Scoring of Proposals

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

Oral Interviews and Product Demonstrations

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

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors shall not alter the basic substance of their Proposals during the oral interviews and product demonstrations. NHDRA may ask the Vendor to provide written clarifications of elements in its Proposal regardless of whether it intends to conduct Oral Interviews. Information gained from oral interviews and product demonstrations will be used to refine Vendor Proposal review scores assigned from the initial review of the Proposals.

Final Scoring of Proposals

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

Price Proposal Review

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

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

Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Number of Points for Score.
The lowest proposed price is defined as the lowest price proposed by a Vendor who has been qualified to submit a Proposal.

No Best and Final Offer

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

Award

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

If NHDRA determines to make an award, NHDRA will issue an "intent to negotiate" notice to a Vendor based on the evaluations. Should NHDRA be unable to reach agreement with the selected Vendor during contract discussions, NHDRA may then undertake contract discussions with the second preferred Vendor and so on, or NHDRA may reject all Proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

SECTION 7 – TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

RFP Addendum

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

Non-Collusion

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

Property of the State

All material received in response to this RFP shall become property of the State of New Hampshire and will not be returned to the Vendor. Upon award of the Contract, NHDRA reserves the right to use any information presented in any Proposal.

Confidentiality of a Proposal

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

Public Disclosure

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

To the extent consistent with applicable state and federal laws and regulations, as determined by NHDRA, including, but not limited to RSA Chapter 91-A, NHDRA shall, after final negotiations with the selected Vendor are complete, attempt to maintain the confidentiality of portions of a Proposal that are clearly and properly marked by the Vendor as confidential.

Non-Commitment

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

Proposal Preparation Cost

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

Ethical Requirements

From the time this RFP is published until the Contract is awarded, no Vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who works for NHDRA and/or will be on the Evaluation Committee. Any Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from responding to the RFP, and every such Vendor shall be disqualified from bidding on or responding to any RFP or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is

subsequently dismissed, results in an acquittal, or is annulled, may notify the New Hampshire Department of Administrative Services, which shall note that information on the list maintained on the State of New Hampshire's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

SECTION 8 – CONTRACT TERMS AND AWARD

Non-Exclusive Contract

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

Award

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

Standard Contract Terms

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

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

To the extent a Vendor believes that exceptions to the Standard Terms and Conditions of the State of New Hampshire will be necessary for the Vendor to enter into the Contract, the Vendor should note those issues during the Vendor Inquiry Period. NHDRA will review requested exceptions and accept, reject or note that it is open to negotiation at its sole discretion. If NHDRA accepts a Vendor's exception, NHDRA will, at the conclusion of the Vendor Inquiry Period, provide notice to all Vendors of the change to the P-37 and indicate that the change is available to all Vendor Proposals.

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

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

- Section 1.3 Vendor name
- Section 1.4 Vendor address
- Section 1.11 Vendor signature
- Section 1.12 Name & Title of Vendor signor
- Section 1.13 Acknowledgements

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

Certificate of Insurance

The Vendor awarded the Contract shall be required to submit proof of comprehensive general liability insurance prior to performing any services for NHDRA. The coverage shall include general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Vendor Onboarding Forms and Agreements

Before commencing work on the Contract, the Vendor must complete various onboarding forms and agreements, including non-disclosure agreements, criminal record and background check policies, procedures and forms, and other appropriate policies and agreements, as determined by the NHDRA (the "Onboarding Forms and Agreements"), which can be found in NHDRA's Onboarding Package at [link]: <https://www.revenue.nh.gov/procurement/documents/onboarding-package-non-ii-component.pdf>

Termination

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

Vendor Certifications

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

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

Invoicing

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

Payment

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

Notification and Award of Contract(s)

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

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

APPENDIX A: OFFER

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

Cost of Proposed Solution: Table 1

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

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

VENDOR CONTACT INFORMATION:

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

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

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

APPENDIX B: FORM P37 AGREEMENT AND STANDARD TERMS AND CONDITIONS

SAMPLE FORM TO BE COMPLETED UPON AWARD

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

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

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State

of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

APPENDIX C: RFP TRANSMITTAL LETTER

STATE OF NEW HAMPSHIRE REQUEST FOR PROPOSAL TRANSMITTAL LETTER

Date: _____

Company Name: _____
Address: _____

Point of Contact: Roger Marchand
Telephone: 603-230-5074
Email: DRA-PMO@DRA.NH.GOV

Proposal Invitation Name: **Strategic Communications and Public Relations Services for the DRA**
RFP Number: **REV 2023-02**
RFP Posted Date (on or by): **2/8/2023**
RFP Closing Date and Time: **3/13/2023 @ 1:30 PM (EST)**

[Insert name of signor] _____ on behalf of _____ [insert name of entity submitting a proposal (collectively referred to as "Vendor")] hereby submits an offer as contained in the written proposal submitted herewith ("Proposal") to the State of New Hampshire in response to RFP # 2023-02 for Strategic Communications and Public Relations Services for the New Hampshire Department of Revenue Administration ("NHDRA") [the "RFP"] at the price(s) quoted herein in complete accordance with the RFP.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the RFP.
2. The Vendor has not altered any of the language or other provisions contained in the RFP document.
3. The Proposal is effective for a period of 180 days from the RFP Closing date as indicated above.
4. The prices Vendor has quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands the RFP.
6. Further, in accordance with RSA 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 NHDRA of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:1-c within the past year.

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

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ STATE: _____

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

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

**RFP REV 2023-02 STRATEGIC COMMUNICATIONS
AND PUBLIC RELATIONS SERVICES FOR THE NHDRA**

Exhibit F COVER SHEET

**Montagne Powers, LLC Submission for
REV 2023-02 STRATEGIC COMMUNICATIONS
AND PUBLIC RELATIONS SERVICES**

Remainder of Page Intentionally Left Blank

Contractor Initials _____
Date _____

Ed. 919



Proposal for Services

March 2023

a) Executive Summary

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

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

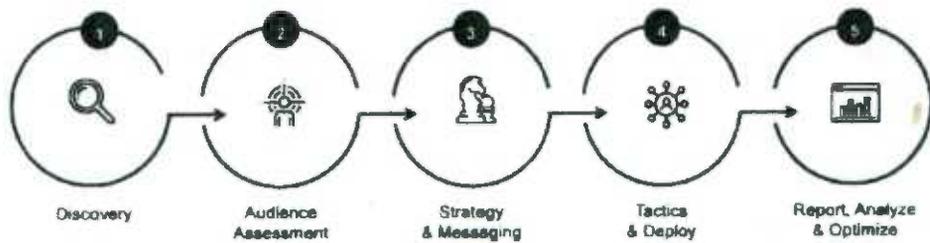
Since 2019, we have provided ongoing, proactive and reactive campaigns to create positive media awareness DRA. We have played a key role in every major milestone for DRA – from the preparation and public launch of Granite Tax Connect, to communicating DRA's efforts through COVID and beyond.

No firm knows DRA better, is more qualified or excited to work with the department than Montagne Powers.

Executive Summary – Methodology

MP has developed the following methodology to deliver success by design, as outlined below and shared in-depth in subsequent slides

This process has already been completed for DRA, enabling us to seamlessly continue our work and to continue creating success. However, regularly review and refine our approach and suggest that being a component of future efforts



b) Company Profile

Montagne Powers is Northern New England's leading full-service strategic communications firm, helping clients reach and influence audiences in their backyard, across the country or the globe.

Montagne Powers is redefining strategic communications for corporate clients, startups, nonprofits and causes by offering:

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

Full legal name: Montagne Powers, LLC

Year business started: 2007

State of incorporation: New Hampshire

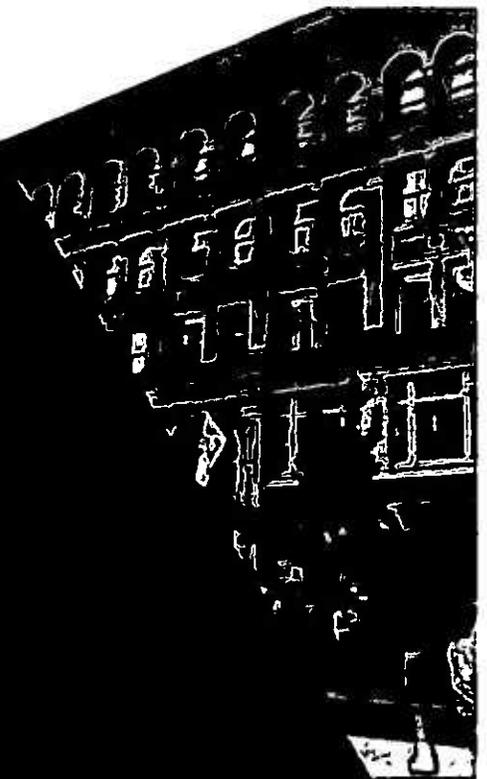
Location of headquarters: Manchester, NH

Current number of employees: 12 full-time

Litigation: N/A

Services provided by vendor: All outlined in this proposal

Subcontractors: N/A





**c) Experience in Providing
a Similar Service**



Granite Tax Connect

GRANITE



Successfully completing the modernization of a 30-year old information system responsible for processing thousands of dollars in payments during a pandemic was no easy task. With others with more technical backgrounds at a Department that deserve the real credit, the 34-month project MP played a critical role in successfully developing and deploying a multi-year communication strategy to ensure that taxpayers of all types and crucial key stakeholders were aware of ERA's efforts and key milestones. Over those 34-months MP developed comprehensive plans, roll-out lists, assets and communications for three rollouts, engaged with thousands of stakeholders, and secured 302 individual pieces of positive media coverage. Most importantly, we successfully communicated that one of NH's most important state agencies delivered for the citizens - online and in-person.



NH Lottery

Over \$2 Billion and Counting for our Schools

The principals of Montagne Powers have worked with the NH Lottery for over 25 years. A number of milestones have taken place in two-and-a-half decades, including the **launch of sports betting in New Hampshire**. MP developed and executed a multi-year strategy preparing for this initiative – from explaining NH’s approach to adopting this new form of gaming, to the bill signing, to votes in NH communities authorizing sports betting, to the launch in late 2019. Since that time, we’ve **driven the PR strategy for every major milestone** – the one millionth bet, opening of physical sports books, \$200 million in revenue, and more – even crisis situations – all while underscoring the benefit sports betting provides to New Hampshire citizens – securing critical funds for education. **If you ask the NH Lottery – one sure bet is that Montagne Powers will deliver results, time after time.**

c) Experience in Providing Similar Service

References

New Hampshire Liquor Commission

Joseph Mollica

Chairman

603.230.7005

joseph.mollica@liquor.nh.gov

Dartmouth Health

Jennifer Gilkie

Chief Communications & Marketing Officer

917.449.9426

Jennifer.E.Gilkie@hitchcock.org

New Hampshire Lottery

Maura McCann

Director of Marketing

603.271.7111

Maura.McCann@lottery.nh.gov

NH Department of Revenue Administration

Lindsey Stepp

Commissioner

603.230.5010

lindsey.stepp@dra.nh.gov

Montagne Powers / DRA Team



E.J. Powers
Partner

E.J. has successfully developed and executed strategy, communications campaigns designed to help clients reach and influence audiences in their backyard, across the country, and around the world.

E.J. provides strategic counsel and support for CEOs, senior executives and marketing and communications teams in a variety of industries, including wine and spirits, tourism, telecom, energy, health care, manufacturing, hospitality, real estate, government, tech and nonprofit.

He has received coverage in prominent media outlets, including the New York Times, Good Morning America, USA Today, TIME, Parade, ABC News, NBC News, New York Daily News, The Weather Channel, Chicago Tribune, MSNBC, Arizona, PC Mag and more. He's notably so effective helping clients stay out of the spotlight, navigating complex crisis communication situations.

E.J. is actively involved in his community. He serves on the Board of Trustees of Catholic Charities New Hampshire. He previously had board leadership roles with Shaw-Werk-Pax, NH, the Saint Anselm College Alumni Council, Building on Hope, Saint Clair Strength's Taste of the Nation, and the Manchester Young Professionals Network.

E.J. is a member of the 2008 class of Leadership Greater Manchester. In 2016, he was recognized by the New Hampshire Youth Leader as one of the state's 40 emerging leaders under the age of 40. That year he also received the Robert B. Jaramour School Community Service Award for his work on behalf of Easter Seals. In 2017, he was named New Hampshire Charitable Foundation's Emerging Leader in the Manchester Region and was a member of the 2018 class of Leadership New Hampshire.

E.J. graduated from Saint Anselm College, where he studied at the Notre-Henri Centre Institute of Foreign and received a BA in Politics and a Certificate in Public Policy.

Montagne Powers / DRA Team



Jeff Mucciere
Vice President

As Vice President, Jeff Mucciere develops custom communications strategies and plans to deliver the right message for a diverse array of state agency budgets and program priorities, including the New Hampshire Department of Revenue Administration, New Hampshire Department of Transportation, New Hampshire State Police, New Hampshire State Parks and Landscapes Management, Superior Environmental, New Hampshire Charitable Foundation and the New Hampshire Farm Bureau.

In addition to working closely with clients, Jeff supports the business development, competitive analysis, program planning, vision and strategy work of the entire organization.

Jeff has been at Montagne Powers for more than a year. Prior to joining Montagne Powers, Jeff worked as the Senior News Writer at The Upper Meriden Register for five years, writing about the environment, public policy and political events, and as the Upper Meriden Register's editor for two years at the Meriden Press-Herald.

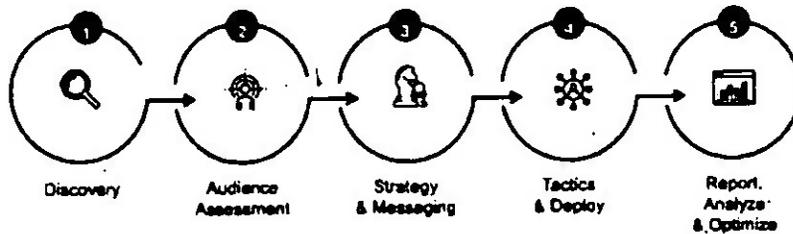
Jeff received a Bachelor's Degree in English and Communications from Wakefield State University and went on to receive a Master's of Science Degree in Journalism from the University of Virginia where he worked in the department of Journalism. He is a former member of the Sigma Chi Fraternity.

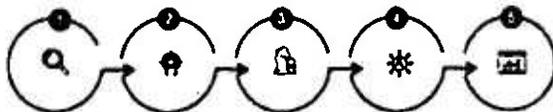
Jeff lives in Westford, Mass. with his wife, three children, a dog and a very picky dog named "Sadie".

d) Strategic Communications & PR

Methodology – We pride ourselves on our media and public relations services. It is at the core of our services and what sets us apart from competitors. Anyone (well, almost anyone) can draft a press release and send it to general media addresses.

We distinguish ourselves by knowing how to correctly package a story, what methods we should use to communicate it (press release, media pitch, simple email), who to communicate it to (leveraging our deep media connects) and never giving up. We aggressively, but respectfully, undertake media relations follow-up for every press release or media pitch, calling and emailing reporters to actively pitch your story. It's the reason we have been successful securing continuous coverage for DRA and why we have been successful as an agency for 15+ years.





Step 1 – Discovery

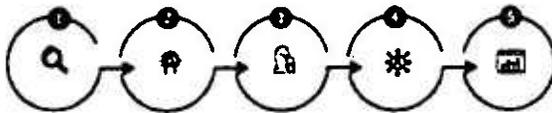
We begin each client engagement with Discovery, where we immerse ourselves in the assignment and ask direct questions, which will enable us to better identify campaign goals and objectives.

We conduct a series of interviews with your team, talk with key staff and other key stakeholders and explore to obtain a better understanding the assignment and develop a plan to achieve your vision.

Step 2 – Audience Assessment

An Audience Assessment follows, which will identify your key audiences and how they are influenced via earned media (public relations) and owned media (web, social, email, video, collateral, etc.).

Identifying the most effective means of communicating with key audiences will help guide our strategic recommendations for allocating budget over time.



Step 3 – Strategy & Messaging

Once audiences and key media are defined, we would develop a strategy, targeted messaging and tactics for reaching and influencing these audiences, outlined in a monthly calendar.

Step 4 – Tactics & Deploy

Our calendar would outline tactics, themes and a timeline for deployment based on key milestones

Step 5 – Report, Analyze & Optimize

Evaluating our progress, reporting and optimizing our strategy and tactics on a regular basis is key to creating ongoing success. Please review "ROI" overview on subsequent pages.

Client Experience



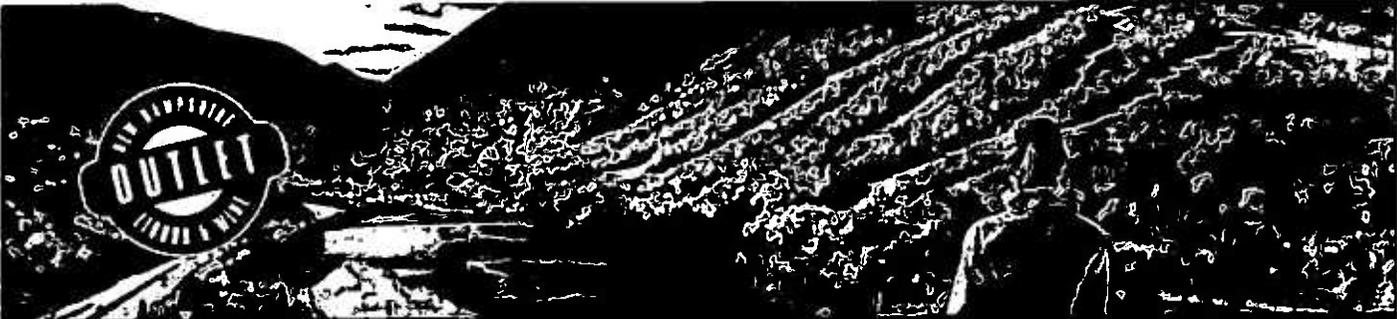
d) Strategic Communications & PR

Describe a campaign that increased visibility and awareness – See NH Liquor Commission case study (next page).

Approach in utilizing PR to support a mission or business campaign – See previous Dartmouth Health case study.

Approach to strategy planning / evaluation – Our history with DRA dating back to the Tax Amnesty campaign and success over the past four-plus years, showcases our critical thinking, strategic planning and ability to deliver results.

Bi-weekly status meetings ensure we are in synch with DRA priorities and our regular communication ensures we have an understanding of what is happening at the agency. Our ability to quickly react to unforeseen events (ex: COVID, criminal actions), capitalize on current events/trends (ex: tax law changes, annual tips) and translate complicated topics so the 'average person' can understand, demonstrates critical thinking to best serve DRA.



\$4,007,176,396

See the New Hampshire Liquor Commission was founded in 1954, since that \$4 billion in net profits have been generated to support essential state services like education, health and social services, transportation, natural resource protection, addiction treatment and prevention programs.

What is a cent of state? Why does it benefit New Hampshire citizens? What is the General Fund? Where does the money go? Major powers answered those questions and more when the NH Liquor Commission surpassed the \$4 billion milestone in net revenue generated.

We developed and launched a paid, earned and owned media campaign centered around www.wheredoesthemonneygonh.com - our "where" live web site demonstrating NH LC's value.

The effort successfully engaged customers, policy makers, and industry members generating widespread media attention, nearly 1 million impressions, 33,500 website visits and over 11,000 emails from customers entered for the chance to win four \$1,000 gift cards.

d) Strategic Communications & PR

Measuring ROI – Evaluating our progress, reporting and optimizing our strategy and tactics on a regular basis is key to creating ongoing success. We hold regular meetings to review the status of active projects and provide regular media coverage reports to chronicle our success and articulate Return on Investment (ROI).

Montagne Powers utilizes MuckRack, one of the most advanced public relations management and media monitoring software platforms available. MP is able to effectively monitor, analyze news and report on and media coverage for DRA and identify media through the industry's most accurate media database.

Our media coverage reports deliver clear metrics in terms of volume of media coverage, tone (positive, negative, neutral), reach (impressions, circulation, unique monthly visitors to websites where stories appear), and advertising value equivalency – offering a measurable return on investment and benchmark for future efforts.

d) Strategic Communications & PR – Detailed Work Plan

Month	Initiative	Tactic	Target Audience	Status & Next Steps
March	DRA Simplifies Tax Season Offer DRA as a resource and promote transparency by providing annual tax tips/recommendations and highlighting GTC	Press Release	Statewide Media	Team to work with DRA on updating tax tips; collecting data on GTC accounts; ACH payment information; MP to draft press release
April	FTA Awards Draft and finalize submission on DRA innovations, such as Power of Attorney Form Revision. Leverage submission for media pitching purposes.	Award Submission / Pitch	Industry / Statewide Media	Collect data from DRA and draft submission / pitch
May	New Website / Low & Moderate Income Tax Relief Highlight new website and transparency features Promote tax relief program and updated income levels	Press Releases	Statewide Media	Obtain details and draft materials
June	Commitment to Innovation, Transparency & Efficiency Highlight DRA's ongoing efforts to implement creative, innovative solutions to improve efficiency & transparency with targeted pitch	Pitch	Statewide / Industry Media	Gather stats to build compelling case; draft and distribute media pitch
July	Legislative Changes Identify substantive legislative tax changes and draft and distribute press release	Press Release	Statewide Media	Work with Deputy Commissioner and staff to identify and make key stakeholders aware of changes.

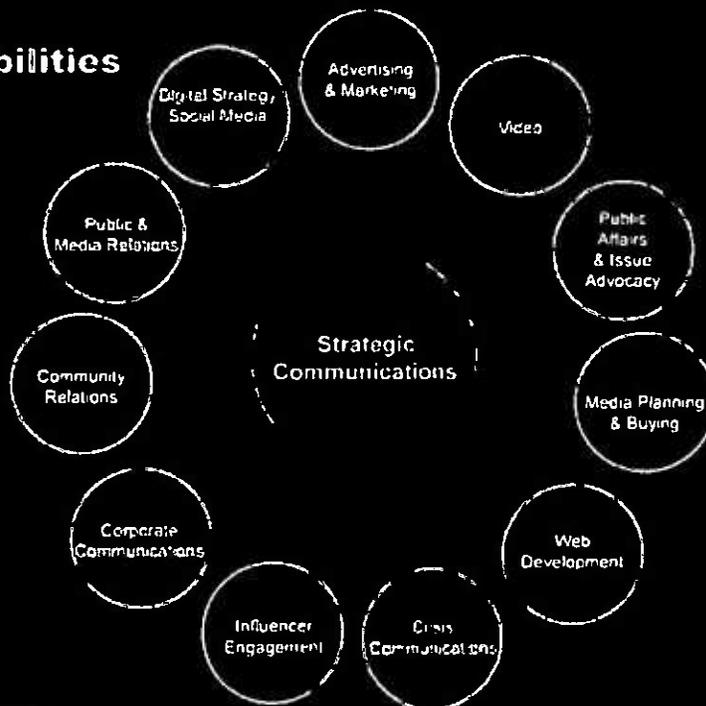
d) Strategic Communications & PR – Detailed Work Plan

August – Beyond – Initiatives & Concepts

In addition to items listed and ongoing and responding to reactive media inquiries, we recommend pursuing opportunities in the following areas:

- **Getting to know DRA**
 - Develop pitch “demystifying” DRA, understanding its critical role and keeping NH government functioning
 - Educating the public on how tax rates are set (esp. municipal tax rates)
- **Granite Tax Connect**
 - Highlight success of the program. Emphasize availability and accessibility of portal. Promote key milestones
- **Branding**
 - Evaluate DRA’s current brand and recommend enhancements – from creating a style-guide and standard presentation template to developing a new logo and collateral (note – creative design and printing costs would be estimated separately)
- **Communications Audit**
 - Undertake an updated communications audit, ensuring messaging, audiences and tactics are relevant and forward-looking
 - Explore social media, particularly LinkedIn as a brand-building, communication and recruitment vehicle
- **Enforcement**
 - Support with message development, press releases and media relations (as needed)

Capabilities



e) Value Added Services

No firm has more experience navigating the Granite State's education, political and nonprofit landscape as Montagne Powers. We have worked with multiple state agencies, dozens of nonprofits (as clients and pro-bono), Chambers of Commerce, economic development organizations, cities and towns, colleges, universities and high schools.

We expertly helped these groups communicate with and influence key external stakeholders – clients, donors, local, state and federal elected officials – as well as internal stakeholders – board members, employees, students, faculty, and parents.

This process can be complicated and requires a strategic, nuanced approach.

The following slide lists the statewide organizations that we have had the pleasure to serve.

e) Value Added Services

New Hampshire State Agencies

Department of Physical and Recreational Activities for Commission

Lottery Commission

Division of Travel & Tours

Legislative Office Conference NH 1000

Department of Transportation

Motor Vehicle Authority

Chambers, Communities & Economic Development

Manufacturing

Greater Manchester Chamber

Greater Nashua Chamber of Commerce

Norwood's Fine Arts Society

City of Portsmouth

Regional Economic Development Center

Northern Community Investment Corporation

Live Free or Die

Live Free or Die

Live Free or Die

Live Free or Die

Nonprofits

NH Committee for United Way

NH Food Bank

Catholic Charities New Hampshire

United Way NH

United Way NH

United Way NH

Manchester Young Professionals

City Year

Girl's Inc

Building on Hope

Education

University System of New Hampshire

Highland Falls University

State House of Education

NH PBS/PTV

Bishop Sullivan High School

f) Cost/Pricing

While a specific budget was not defined, based on our experience, we recommend the following budget at our discounted state agency rate of \$150/hour (standard hourly rate is \$200/hour). This would enable us to provide a high level of service and address the items outlined in the detailed work plan – including newer items surrounding branding / social media.

Cost Item	Hours (monthly)	Hourly Rate	Hours x Hourly Rate (monthly)
Develop, maintain and implement a strategic communications and public relations plan	10	\$150	\$1,500
Develop and maintain a strategic communication and initiative calendar for the State	2	\$150	\$300
Develop and maintain influencer list for NHDRA	2	\$150	\$300
Develop and maintain relationship building program for Meals and Rentals Tax Operators	2	\$150	\$300
Develop and maintain a media initiative program both reactive and planned	8	\$150	\$900
Total Monthly Hours & Budget	22	\$150	\$3,300
Total Annual Hours & Budget	264	\$150	\$39,600

Thank You

Thank you for the opportunity to submit this proposal.

If you have any questions, please contact:

E.J. Powers, Partner
Office: 603 (644) 9200 ext
Mobile: 413, 441, 4772
ej@montagnepowers.com
814 Elm Street, Suite 205
Manchester, NH 03101
DUNS: # 012632740
www.MontagnePowers.com

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APPENDIX C: RFP TRANSMITTAL LETTER

STATE OF NEW HAMPSHIRE REQUEST FOR PROPOSAL TRANSMITTAL LETTER

Date: 3/10/23

Company Name: Montague Rivers
Address: 814 ELM ST, SUITE 205
MANCHESTER, NH 03101

Point of Contact: Roger Marchand
Telephone: 603-230-5074
Email: DRA-PMO@DRA.NH.GOV

Proposal Invitation Name: Strategic Communications and Public Relations Services for the DRA
RFP Number: REV 2023-02
RFP Posted Date (on or by): 2/8/2023
RFP Closing Date and Time: 3/13/2023 @ 1:30 PM (EST)

[Insert name of signor ED POWERS, on behalf of MONTAGUE RIVERS (insert name of entity submitting a proposal (collectively referred to as "Vendor") hereby submits an offer as contained in the written proposal submitted herewith ("Proposal") to the State of New Hampshire in response to RFP # 2023-02 for Strategic Communications and Public Relations Services for the New Hampshire Department of Revenue Administration ("NHDR") at the price(s) quoted herein in complete accordance with the RFP

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the RFP
2. The Vendor has not altered any of the language or other provisions contained in the RFP document.
3. The Proposal is effective for a period of 180 days from the RFP Closing date as indicated above.
4. The prices Vendor has quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands the RFP
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the State of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise NHDR of any conviction, plea finding, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

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

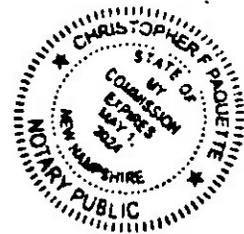
NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Hillsborough STATE: NH

Signed and sworn to (or affirmed) before me on 3-10-23 (date) by Christopher Powers (name) as Partner (Title) of Montague Rivers (name of party on behalf of whom this attestation is made).

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

My commission expires: 5-24 (Date)



STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

109 Pleasant Street

CONCORD, NEW HAMPSHIRE 03301-6398

ADDENDUM # 1

TO RFP REV # 2023-02

PROPOSAL DUE DATE: March 13, 2023

PROPOSAL DEADLINE: 1:30 EST

FOR: Strategic Communications and Public Relations Services for the NHDRA

RFP SECTION	CHANGE DESCRIPTION
RFP REV 2023-02	<p>The attached RFP REV 2023-02 has been amended by replacing it with a version that incorporates some changes in format, style and substance. NHDRA has endeavored to summarize the substantive changes as shown below. Read through the amendment carefully and ask questions by the extended inquiry deadline. Following are the most notable substantive changes:</p> <ol style="list-style-type: none">1. <u>Timeline Schedule of Events</u> – some dates have been extended;2. Section 3 - <u>Additional Requirements</u> – the reference to Attachment #1 and to a confidentiality agreement has been removed and replaced with language added to Section 8 "Vendor Onboarding Forms and Agreements";3. Section 5 – <u>Company Profile</u> – the litigation that must be disclosed has been broadened by removing the qualifier "in which an adverse decision might result in a material change in the company's financial condition or future viability";4. Section 8 - <u>Vendor Onboarding Forms and Agreements</u> – this subsection has been added along with a link to the required onboarding documents to require the Vendor awarded the Contract to execute the onboarding documents and agreements before commencing work under the Contract;5. <u>Appendix B</u> – original Appendix B was updated by replacing the 2019 version of the P-37 form with the February 2023 version; and6. <u>Appendix C</u> – original Appendix C was removed and original Appendix D (Proposal Transmittal Letter) was renamed as Appendix C, and the dates on the Transmittal Letter were updated/extended.

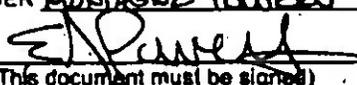
CONTACT: Roger Marchand

TEL. NO.: (603) 230-5074

814 ELM ST, SUITE 205

BIDDER MONTAGNE POWERS

ADDRESS MANCHESTER, NH 03101

BY 
(This document must be signed)

E.J. POWERS
(Please type or print name)

TEL. NO. 603-644-3200 x 11

RFP ADDENDUM #1

**RFP REV 2023-02 STRATEGIC COMMUNICATIONS
AND PUBLIC RELATIONS SERVICES FOR THE NHDRA**

Attachment B - Montagne Powers Offer Sheet

f) Cost/Pricing

While a specific budget was not defined, based on our experience, we recommend the following budget at our discounted state agency rate of \$150/hour (standard hourly rate is \$200/hour). This would enable us to provide a high level of service and address the items outlined in the detailed work plan – including newer items surrounding branding / social media.

Cost Item	Hours (monthly)	Hourly Rate	Hours x Hourly Rate (monthly)
Develop, maintain and implement a strategic communications and public relations plan	10	\$150	\$1,500
Develop and maintain a strategic communication and initiative calendar for the State	2	\$150	\$300
Develop and maintain influencer list for NHDRA	2	\$150	\$300
Develop and maintain relationship building program for Meals and Rentals Tax Operators	2	\$150	\$300
Develop and maintain a media initiative program both reactive and planned	6	\$150	\$900
Total Monthly Hours & Budget	22	\$150	\$3,300
Total Annual Hours & Budget	264	\$150	\$39,600

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

Business ID: 576010

Certificate Number: 0006202850



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

The undersigned, being the sole manager (the "Manager") of Montagne Powers, LLC, a New Hampshire limited liability company (the "Company"), hereby certifies that (1) the Manager is the sole manager of the Company and is qualified and authorized to make this certification and to give this certificate, and (2) per RSA 304-C:83, 1, the person identified below (the "Authorized Person") is authorized to take all action and to prepare, execute, deliver, and file all such agreements, amendments, instruments, documents, and certificates in the name and on behalf of the Company that are necessary or convenient to bind the Company contractually with the State of New Hampshire.

Authorized Person:

Edward J. Powers III, Member

IN WITNESS WHEREOF, the undersigned Manager has executed this Certificate of Authority as of the date written below to be effective as of June 20, 2023. This certificate may be signed and delivered electronically and is binding to the same extent as an original, ink-signed certificate.

MONTAGNE POWERS, LLC
A New Hampshire limited liability company

By: Scott Tranchemontagne Date: 6/28/23

Name: Scott A. Tranchemontagne

Its: Sole Manager

Attachment D



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2023

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

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

PRODUCER Wieczorek Insurance 166 Concord St. Manchester NH 03104	CONTACT NAME: Donna Deyo PHONE: (603) 668-3311 FAX: (603) 668-3413 EMAIL: donna@wisinsurance.com ADDRESS:
INSURED Montagne Powers, LLC 814 Elm Street Suite 205 Manchester NH 03101	INSURER(S) AFFORDING COVERAGE: INSURER A: Peerless Indemnity 18333 INSURER B: Liberty Mutual 24198 INSURER C: Risk Placement Services, Inc. INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 23-24 AI** **REVISION NUMBER:**

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

LINE	TYPE OF INSURANCE	ADD. NUMBER	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. ACT <input type="checkbox"/> LOC OTHER:	X	BSA57101714 (24)	5/21/2023	5/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BSA57101714 (24)	5/21/2023	5/21/2024	DAMAGED SINGLE CARY (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<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 \$ 10,000	X	UB047101714-24	5/21/2023	5/21/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/RENDERER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
C	Professional Liability		CONRPF161491222-609	5/25/2022	5/25/2023	Limit 5,000,000
D	Cyber		RCNCTB-P-3035431	6/25/2022	8/25/2023	Limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is named as Additional Insured with regards to liability if required by signed written contract or agreement. 30 day Cancellation notice exception: 10 days notice applies for non-payment of premium and/or substantial increase in hazard. Policy BSA57101714-20 includes Business Personal Property in the amount of \$20,000 at Replacement Cost cause of loss Special Form with 100% co-insurance

CERTIFICATE HOLDER Roger.Marchand@dra.nh.gov NH Department of Revenue Administration 109 Pleasant St. 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 Robert.Wieczorek/DMD
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2023

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 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 AP INTEGO INSURANCE GROUP LLC 76250848 375 WOODCLIFF DRIVE STE 103 FAIRPORT NY 14450	CONTACT NAME:	
	PHONE (888) 289-2939 IAC, No. Ext:	FAX IAC, No.:
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: Twin City Fire Insurance Company		29459
INSURED MONTAGNE POWERS LLC 814 ELM ST STE 205 MANCHESTER NH 03101-2130	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

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

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

DESC LTR	TYPE OF INSURANCE	ADOL INTL	SUBR INTL	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRER AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			75 WEG GD0758	04/24/2023	04/24/2024	<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)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER New Hampshire Department of Revenue Administration 109 PLEASANT ST 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 <i>Susan O. Costarida</i>
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