

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

Lindsey M. Stepp
 Commissioner

Carollynn J. Lear
 Assistant Commissioner

June 3, 2019

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 an amendment with Robert Half International, Manchester, NH (Vendor #176161), for temporary data entry services, by increasing the contract amount by \$70,000 from \$140,000 to \$210,000 and by extending the completion date from June 30, 2019 to June 30, 2020 effective July 1, 2019 and with Governor and Council approval. The contract was originally approved by Governor and Council on August 23, 2017 (item #59) and then again as a first year amendment on August 22, 2018 (item #24). **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	FY20	\$70,000
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EXPLANATION

DRA seeks data entry services in order to fully process tax-related information for critically needed taxpayer account maintenance as well as State financial reconciliation, for purposes of year end statutorily required work.

DRA seeks qualified Data Entry Specialists to validate and, when necessary, key tax related form data. Documents have been scanned, with images and data available via Optical Character Recognition (OCR) technology. The data must be validated and, at times, keyed within the system. It is essential that the data be entered correctly; accuracy is critical to success. DRA also seeks a qualified Data Entry Lead to provide supervisory oversight and time management of the Data Entry Specialists, together with performing validation and, when necessary, keying of tax related form data.

The original contract had the option to renew for a period not to exceed two years, under the same terms, conditions and pricing structure, subject to the approval of Governor and Council. The Department is choosing to exercise the full renewal options with this second year renewal amendment.

Source of funds: 100% General Funds

Respectfully Submitted,

Lindsey M. Stepp
 Commissioner of Revenue Administration

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.

AMENDMENT No. 2
PROFESSIONAL SERVICES CONTRACT

Now comes the New Hampshire Department of Revenue Administration (DRA) and Robert Half International (Contractor) and, pursuant to an agreement for temporary data entry services between the DRA and the Contractor which was approved by the Governor and Council on August 23, 2017 (item #59), as amended by that certain Amendment No. 1 dated August 9, 2018 (item #24), hereby agree to amend and modify said agreement as follows:

1. Item 1.7 of the agreement is hereby amended such that the completion date is changed from June 30, 2019 to June 30, 2020.
2. Item 1.8 of the agreement is hereby amended such that the price limitation is changed from \$140,000 to \$210,000
3. Exhibit A of the agreement is hereby amended to change term of the contract to change to June 30, 2020.
4. Exhibit B of the agreement is hereby amended to change all relevant references therein from \$140,000 to \$210,000.

This amendment and modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and shall be attached to said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the 10th day of May, 2019.

Department of Revenue Administration

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

Robert Half International

By: Barry Roy
Barry Roy, Regional Manager



Acknowledgement:

State of New Hampshire County of Hillsborough on May 10 2019 before the undersigned officer, personally appeared the person identified as the Grantee, or satisfactorily proven to be the person whose name is associated with the Grantee and acknowledged that s/he executed this document in the capacity indicated.

Katherine F Crete Katherine F Crete
Signature of Notary Public/Justice of the Peace Name and Title of Notary Public/Justice of the Peace

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

By: [Signature] On: 05/30/2019

Approved by the New Hampshire Governor and Executive Council

By: _____ On: _____

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ROBERT HALF INTERNATIONAL INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on July 23, 1991. 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: 158172

Certificate Number : 0004513626



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of May A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF INCUMBENCY

I do hereby certify that effective as of May 9, 2019, Barry Roy, Regional Manager of Robert Half International Inc., shall be authorized to sign the State of New Hampshire Department of Revenue Administration Data Entry Services Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the date set forth below.



Evelyn Crane-Oliver
Senior Vice President, Secretary and General Counsel

5/9/19

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2019

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203	CONTACT NAME: Robert Half Certificates	
	PHONE (A/C, No., Ext): 818-539-1463	FAX (A/C, No): 818-539-1801
E-MAIL ADDRESS: roberthalf_certificates@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Federal Insurance Company		20281
INSURER B : XL Insurance America, Inc.		24554
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1326366505 **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 <input checked="" type="checkbox"/> Stop Gap Em.Liab <input checked="" type="checkbox"/> in OH, WA, WY, ND GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3579-66-87	6/1/2019	6/1/2020	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Employer Liability	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7323-32-17	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Comp/Coll.Ded:	\$ 1,000/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			7921-71-07	6/1/2019	6/1/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	See Attached Supplemental	6/1/2019	6/1/2020	<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)
Named Insured includes the following: Accountemps, Office Team, Robert Half Finance & Accounting, Robert Half Technology, Robert Half Management Resources, Robert Half Legal, and The Creative Group which are direct subsidiaries of the parent company: Robert Half International 2613 Camino Ramon; San Ramon CA 94583 .
Evidence of Insurance only.

CERTIFICATE HOLDER State Of New Hampshire Dep. of Revenue 109 Pleasant St. P.O. Box 457 Concord NH 03301	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

2019-2020 RHI Workers Compensation Policy Numbers

Policy# States Policy Entity Eff. Date Exp. Date Issuing Company

Robert Half International Inc. and Protiviti Inc.					
RWD3001140-03	AOS: AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV, WY	RHI/ Protiviti	6/1/2019	6/1/2020	XL Insurance America, Inc.
RWR3001141-03	WI	RHI/ Protiviti	6/1/2019	6/1/2020	XL Insurance America, Inc.

Protiviti Government Services, Inc.					
RWR3001142-03	AOS: AZ, CA, DC, MD, OK, TX, VA	Prot. Govt. Svs.	6/1/2019	6/1/2020	XL Insurance America, Inc.



Lindsey M. Stepp
Commissioner

State of New Hampshire Department of Revenue Administration

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



Carolynn J. Lear
Assistant Commissioner

August 10, 2018

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

REQUESTED ACTION

Authorize the Department of Revenue Administration to enter into a retroactive amendment with Robert Half International, Manchester, NH (Vendor #176161), for temporary data entry services by increasing the contract amount by \$70,000 from \$70,000 to \$140,000 and by extending completion date from June 30, 2018 to June 30, 2019 effective upon Governor and Council approval. **100% General Funds.** The contract was originally approved by Governor and Council on August 23, 2017 (item #59).

Funding is available in the following account:

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

103-502664 Contracts for OP Services FY 2019 \$70,000

EXPLANATION

This request is **retroactive** due to the Department of Revenue Administration's (DRA) needs for such services beginning after the contract's end date of June 30, 2018. The services provided by the vendor are primarily utilized during fall months and again during spring filing returns.

DRA seeks data entry services in order to fully process tax-related information for critically needed taxpayer account maintenance as well as State financial reconciliation, for purposes of year end statutorily required work.

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

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.

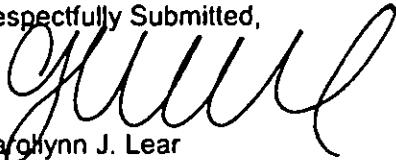
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

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

The original contract had the option to renew for a period not to exceed two years, under the same terms, conditions and pricing structure, subject to the approval of Governor and Council. The Department is choosing to exercise one year of the renewal option with this amendment, leaving open the option for a further amendment for a period not to exceed one (1) year.

Source of funds: 100% General Funds

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Carolyn J. Lear', written in a cursive style.

Carolynn J. Lear
Assistant Commissioner of Revenue Administration

AMENDMENT No. 1
PROFESSIONAL SERVICES CONTRACT

Now comes the New Hampshire Department of Revenue Administration (DRA) and Robert Half International (Contractor) and, pursuant to an agreement for temporary data entry services between the DRA and the Contractor which was approved by the Governor and Council on August 23, 2017 (item #59), hereby agree to amend and modify said agreement as follows:

1. Item 1.7 of the agreement is hereby amended such that the completion date is changed from June 30, 2018 to June 30, 2019.
2. Item 1.8 of the agreement is hereby amended such that the price limitation is changed from \$70,000 to \$140,000
3. Exhibit A of the agreement is hereby amended to change term of the contract to change to June 30, 2019.
4. Exhibit B of the agreement is hereby amended to change all relevant references therein from \$70,000 to \$140,000.
5. Exhibit C of the agreement is hereby amended to strike the following sentence "Section 13 of the Agreement is modified to insert the word "negligent" before the words "acts or omissions of the Contractor"" from item 23.

This amendment and modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and shall be attached to said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the 9 day of August, 2018.

Department of Revenue Administration

By: [Signature]
Carollynn J. Lear, Assistant Commissioner

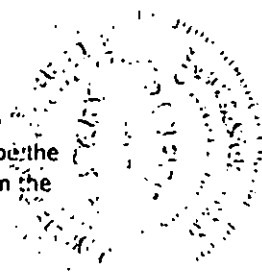
Robert Half International

By: [Signature]
Barry Roy, Regional Manager

Acknowledgement:

State of NH County of Merrimack on Aug 9, 2018 before the undersigned officer, personally appeared the person identified as the Grantee, 6 satisfactorily proven to be the person whose name is associated with the Grantee and acknowledged that s/he executed this document in the capacity indicated.

Katherine F Crete Notary Public
Signature of Notary Public/Justice of the Peace Name and Title of Notary Public/Justice of the Peace



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

KATHERINE F. CRETE, Notary Public
My Commission Expires April 23, 2019

By: [Signature] On: 8/10/2018

Approved by the New Hampshire Governor and Executive Council

By: _____ On: _____



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

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



John T. Beardmore
Commissioner

Lindsey M. Stepp
Assistant Commissioner

July 17, 2017

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

REQUESTED ACTION

Authorize the Department of Revenue Administration (DRA) to enter into a contract with Robert Half International (Vendor #176161), Manchester, NH in the amount of \$70,000.00 for temporary data entry services, with the option to renew for additional periods not to exceed two years, effective upon Governor and Council approval through June 30, 2018. **100% General Funds**

Funding is available in the following account:

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

103-502664 Contracts for OP Services FY 2018 \$70,000.00

EXPLANATION

The Department of Revenue Administration (DRA) seeks data entry services in order to fully process tax-related information for critically needed taxpayer account maintenance as well as State financial reconciliation, for purposes of year end statutorily required work.

DRA seeks qualified Data Entry Specialists to validate and, when necessary, key tax related form data. Documents have been scanned, with images and data available via Optical Character Recognition (OCR) technology. The data must be validated and, at times, keyed within the system. It is essential that the data be entered correctly; accuracy is critical to success. DRA also seeks a qualified Data Entry Lead to provide supervisory oversight and time management of the Data Entry Specialists, together with performing validation and, when necessary, keying of tax related form data.

A Request for Bid (RFB) (RFB #2017-01) was issued and advertised on the State Purchasing website. Three companies responded to this RFB. The bid evaluation team

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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

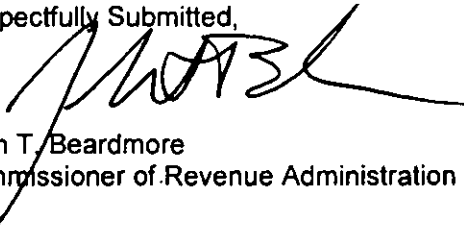
members included: Debra Bourbeau, Taxpayer Services Director, and Roger Marchand, Project Manager.

This team was assembled based upon each having an area of expertise in documents processing, contracts and employment law, and operational needs of the business. Accountemps, a Robert Half International company, was chosen over the other responding agencies.

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

Source of funds: 100% general funds

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'JTB', is written over the printed name of John T. Beardmore.

John T. Beardmore
Commissioner of Revenue Administration

Department of Revenue Administration
Request for Bid – 2017-001
Summary of Bidders

Vendor Name	Rank	Data Entry Lead (1)	Data Entry Specialist (6)	Hourly Rate
R. Half International, NH	1	\$17.54	\$15.26	\$109.10
Fedcap, NY	2	\$41.86	\$24.71	\$190.12
Team Consulting Group, AZ	3	\$45.00	\$35.00	\$255.00

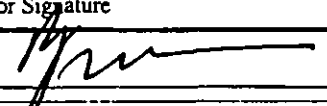
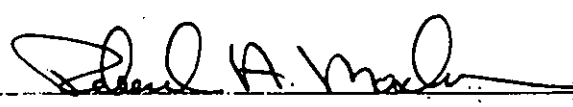
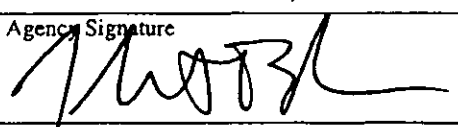
An RFB opening was held on May 25, 2017 at 10:00 AM at the NH Department of Revenue Administration. The RFB review panel consisted of the following employees from the Department of Revenue. Debra Bourbeau, Director, Taxpayer Services Division and Roger Marchand, Project Management Office.

Subject: Data Entry Services FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

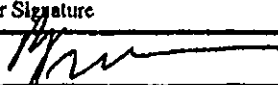
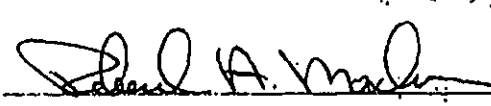
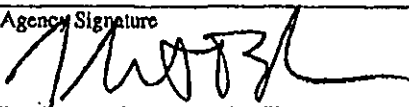
1. IDENTIFICATION.

1.1 State Agency Name <u>State of NH, Department of Revenue Administration</u>		1.2 State Agency Address <u>109 Pleasant Street, PO Box 457, Concord NH 03302-0457</u>	
1.3 Contractor Name <u>Robert Half International Inc., doing business through its Acco</u>		1.4 Contractor Address <u>1155 Elm Street, 7th Floor, Manchester, NH 03101</u>	
1.5 Contractor Phone Number <u>603-641-9400</u>	1.6 Account Number <u>01-84-84-840030-1788</u>	1.7 Completion Date <u>June 30, 2018</u>	1.8 Price Limitation <u>\$70,000.00</u>
1.9 Contracting Officer for State Agency <u>Debra A. Bourbeau, Director Document Processing</u>		1.10 State Agency Telephone Number <u>603-230-5912</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>William DeStoll, District Director</u>	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> <u>7/6/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily known to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity stated in block 1.12.			
1.14 Signature of Notary Public or Justice of the Peace  [Seal]			
1.15 Name and Title of Notary or Justice of the Peace <u>Deborah A. Moxham, District Administrative Coordinator</u>			
1.16 State Agency Signature 		1.17 Name and Title of State Agency Signatory <u>John Boardman, Commissioner</u>	
1.18 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.19 Approval by the Attorney General (Form, Substance and Execution) By: <u>RWR</u> On: <u>7/19/17</u>			
1.20 Approval by the Governor and Executive Council By: _____ On: _____			

Subject: Data Entry Services FORM NUMBER P-37 (version 1/09)

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

1. IDENTIFICATION.

1.1 State Agency Name State of NH, Department of Revenue Administration		1.2 State Agency Address 109 Pleasant Street, PO Box 457, Concord NH 03302-0457	
1.3 Contractor Name Robert Half International Inc., doing business through its Accep		1.4 Contractor Address 1155 Elm Street, 7th Floor, Manchester, NH 03101	
1.5 Contractor Phone Number 603-641-9400	1.6 Account Number 01-84-84-840510-1501 01-84-84-840030-1788	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$70,000.00
1.9 Contracting Officer for State Agency Debra A. Bourbeau, Director Document Processing		1.10 State Agency Telephone Number 603-230-5912	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William Driscoll, District Director	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>7/6/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity identified in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace Deborah A. Moxham, District Administrative Coordinator			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory John Boardman, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

**State of New Hampshire
Department of Revenue
Contractual Services Document**

EXHIBIT A

**Provide Temporary Services-Data entry for the State of NH
Department of Revenue Administration**

Introduction

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

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

Vendor Staff Requirement

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

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

Term

The term of the contract shall commence upon the date of Governor and Executive Council approval of the contract up to June 30, 2018.

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

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

Contract Points Of Contact

Contract Manager: Barry Roy, Branch Manager Accountemps, a Robert Half Co. 1155 Elm Street Manchester, NH 03101 Tel: 603-641-9400 <u>barry.roy@rhi.com</u>	State Point of Contact: Debra Bourbeau, Director NH Dept. of Revenue 109 Pleasant Street, PO Box 637 Concord, NH 03301 Tel: 603-230-5025 Debra.Bourbeau@dra.nh.gov
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Scope of Work

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

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

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

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
CONTRACTUAL SERVICES DOCUMENT**

EXHIBIT B

The NH Department of Revenue Administration will be billed bi-weekly for Vendor services provided. The invoices will be based on the number of hours worked.

The Vendor employees will fill out time sheets for hours worked each week. The hours logged will be verified and approved by the Data Entry Lead and DRA. DRA will be invoiced by the Vendor bi-weekly for the services provided, which invoices will be based on the number of hours worked.

The approved time sheets will be sent to Robert Half International, who will then invoice the Department of Revenue Administration, Attn: Deb Bourbeau, 109 Pleasant Street, PO Box 637, Concord, NH 03301.

Payment terms are Net 30 days.

Budget for this contract not to exceed \$70,000.00 ("Not-to-Exceed Amount"). Notwithstanding anything to the contrary in this Agreement: (i) Vendor shall have no obligation to continue performance of the services once the Not-to-Exceed Amount has been attained; (ii) NH Department of Revenue Administration shall have sole responsibility for monitoring fees charged in relation to the Not-to-Exceed Amount; (iii) NH Department of Revenue Administration will either terminate the assignment or increase the Not-to-Exceed Amount prior to attainment of the Not-to-Exceed Amount; and (iv) NH Department of Revenue Administration shall be responsible for all charges in the event NH Department of Revenue Administration fails to notify Vendor of termination of the assignment or fails to increase the Not-to-Exceed Amount.

Service	Rate
Data Entry Specialist	\$15.26/hr
Data Entry Lead	\$17.54/hr

Checks will be payable to:
Accountemps
12400 Collections Center Drive
Chicago, IL 60693

Page 1 of 1

2017 Data Entry Services

Initial and date all pages:

Initials MB Date 7/6/17

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
CONTRACTUAL SERVICES DOCUMENT**

DATA ENTRY SERVICES

EXHIBIT C-SPECIAL PROVISIONS

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

Page 1 of 2

2017 Data Entry Services

Initial and date all pages:

Initial  Date 7/6/17

13. All Vendor Staff Requirements listed in Exhibit B shall be ready, willing, and able to work for up to twenty (20) weeks from contract start date.
14. If necessary, Vendor shall participate in status reviews weekly to discuss the status of the work effort and employee performance.
15. At all times during the term of the Contract six (6) Data Entry Specialists and one (1) Data Entry Lead shall be actively working on site at DRA.
16. Vendor's employees must execute a Vendor Confidentiality Agreement.
17. Vendor's employees must submit to a background check performed by DRA.
18. Data Entry Specialists are not permitted to use mobile phones or cameras within the work area.
19. Vendor's employees shall be allowed only in areas where work is being performed.
20. Vendor's employees shall observe all regulations or special restrictions in effect at DRA.
21. State shall supervise Vendor's employees providing services to State. State shall not permit or require a temporary employee (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents), (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, (v) to operate machinery (other than office machines) or automotive equipment or (vi) to perform services remotely (e.g., on premises other than State's or State's customer's premises), or to use computers, software or network equipment owned or licensed by the temporary employee. Since Vendor is not a professional accounting firm, State agrees that it will not permit or require Vendor's temporary employees (a) to render an opinion on behalf of Vendor or on State's behalf regarding financial statements, (b) to sign the name of Vendor on any document or (c) to sign their own names on financial statements or tax returns.
22. Vendor checks references and determines qualification and skills only by asking specific questions to select past employers with regard to skills and work history before placing an individual on his or her first assignment.
23. Vendor will have no duty of indemnification with respect to any acts or omissions of the State. Section 13 of the Agreement is modified to insert the word "negligent" before the words "acts or omissions of the Contractor."
24. Vendor shall not be prohibited from hiring or representing employees of State who come to Vendor through indirect means.
25. This Agreement is only applicable to, and the only Vendor branch or division obligated under this Agreement, is the Accountemps division of the Manchester, NH branch located at the address listed in Section 1.4 of the Agreement.

Page 2 of 2

2017 Data Entry Services

Initial and date all pages;

Initial h Date 7/6/17