



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



Carollynn J. Lear  
Assistant Commissioner

May 30, 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 (DRA) to enter into a contract with I.C. System, Inc., (Vendor # 229213), a Minnesota company with a business address of 444 Highway 96 East, St. Paul, MN 55127, to perform work with the DRA Collections Division to collect delinquent debt, with the option to renew for additional one year periods not to exceed a period of five (5) years, effective upon Governor and Council approval through 6/30/2020. This contract incurs no outlay of State funds as I.C. System, Inc., will be compensated by retaining a percentage of any recovery of any delinquent debt. As payment for services, I.C. System, Inc., the Vendor, as a first placement debt collector in the debt collection process, will retain the following Fee Structure:

- Fee Charged - Debt Aged Over 7 Years w/Legal Action: 25.00%
- Fee Charged - Debt Aged Over 7 Years w/o Legal Action: 6.95%
- Fee Charged - Debt Aged Between 3 and 7 Years w/Legal Action: 25.00%
- Fee Charged - Debt Aged Between 3 and 7 Years w/o Legal Action: 6.95%

## EXPLANATION

The Department of Revenue Administration seeks the assistance of I.C. System, Inc., to perform collection, skip tracing, asset location, and where necessary, related legal services concerning the collection of any debt as authorized and referred by the DRA. Vendor will maintain the confidentiality of any debt collection information provided to them by DRA in the course of their work. These activities shall be governed by RSA 21-J:14. The Department is authorized to enter into such contracts under RSA 21-J:3, XXVII

Collections activity will encompass all tax types, such as but not limited to, Interest and Dividends Tax, Business Taxes and Meals and Rentals Tax. Currently, the DRA has over \$4,169,668.52 in outstanding debt aged over 7 years and \$6,366,254.13 in outstanding debt aged between 3 and 7 years. These debts are for various tax liabilities, interest, and penalties that are owed to the State of New Hampshire.

The DRA Collections Division's protocol will be utilized in order to effectively collect on taxpayer accounts. Unresponsive accounts will then be turned over to the Department's third party debt

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

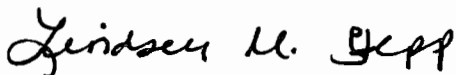
collection vendor, I.C. System, Inc. for debt collection of aged accounts for further collection efforts. I.C. System, Inc. shall maintain records sufficient to track collection activities on each account.

The DRA shall have the right to terminate the contract at any time by giving the Vendor a thirty (30) day written notice. The contract may be extended for subsequent one-year periods under the same or newly negotiated terms, conditions, and pricing structure upon the mutual agreement between the Vendor and the Commissioner of the Department of Revenue Administration with the approval of Governor and Executive Council, not to exceed a total of five (5) years.

An RFB was posted on the State of New Hampshire Administrative Services' Purchase and Property website to solicit bids for this service. The posting was open for twenty-eight (28) days. As questions from applicants were received, both the questions and the answers were posted immediately for public access viewing. Three (3) bidders provided a bid proposal. Attached hereto as Schedule A is the list of all bidders. The bid evaluation team included: Ora LeMere, Director of Collections and Roger Marchand, Project Manager. This team was assembled based upon each having expertise in collections, collections law within New Hampshire, and/or management/administrative expertise in managing a third party collection agency.

We respectfully request your consideration regarding this matter.

Respectfully Submitted,



Lindsey M. Stepp  
Commissioner of Revenue Administration

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

**Schedule A: RFB: 2018-01 Third Party Debt Collections list of Bidders**

**Respondent List for RFB 2018-01 Respondent List for Third Party Debt Collection Service  
Proposal Opening Date and Time Wednesday, April 04, 2018 @10:00AM**

Company Name	Address
I.C. System, Inc.	St. Paul, Minnesota 55127
MSB Government Services	Austin, Texas 78754
TSI	Fort Washington, Pennsylvania 19034

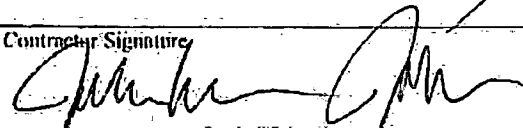
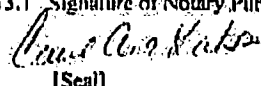
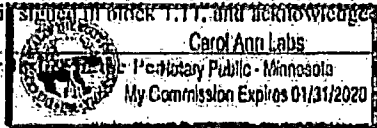
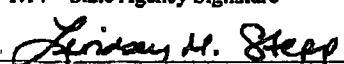
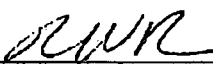
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION:**

1.1 State Agency Name Department of Revenue Administration		1.2 State Agency Address 109 Pleasant Street PO Box 457, Concord, NH 03302	
1.3 Contractor Name I.C. System, Inc.		1.4 Contractor Address 444 Hwy 96 E, Saint Paul, MN	
1.5 Contractor Phone Number (651)-270-8393	1.6 Account Number TBD	1.7 Completion Date <del>6-30-2018</del> 6-20-2020	1.8 Price Limitation NoCost
1.9 Contracting Officer for State Agency Lindsey Stepp, Commissioner		1.10 State Agency Telephone Number (603)230-5006	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John Erickson, President and CEO	
1.13 Acknowledgement: State of <u>Minnesota</u> , County of <u>Ramsey</u> On <u>4/30/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is stated in block 1.12, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <u>5/3/18</u>		1.15 Name and Title of State Agency Signatory <u>Lindsey M. Stepp, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/14/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

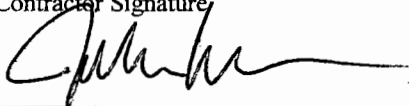
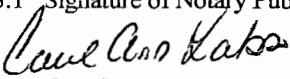
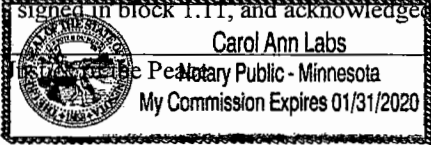
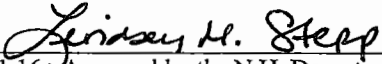

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1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lindsey M. Stepp, Commissioner	
Date: <u>5/3/18</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/14/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



**State of New Hampshire - Department of Revenue Administration**  
**Contract for Third-party Debt Collection Services**

**EXHIBIT A**

**1. Introduction**

The Department of Revenue Administration ("State") seeks to enter into a contract with I.C. System, Inc., ("Vendor"), a Minnesota company with a business address of 444 Highway 96 East, St. Paul, MN 55127, to perform third party debt collection services.

The Department seeks the assistance of the Vendor in debt collection of delinquent taxpayer accounts. The Department is authorized to enter into such contracts under RSA 21-J:3, XXVII. Although the Department has excellent legal tools available to perform appropriate collections activity within New Hampshire, it lacks adequate legal means outside of its jurisdictional limits, so would benefit from the services of the Vendor in this area as well.

The DRA has the responsibility of administering sixteen different taxes. Most taxpayers voluntarily comply with New Hampshire State tax law; however, a small percentage of taxpayers do not. The DRA assesses tax liabilities against those who fail to comply. If not resolved, collection of these liabilities becomes the responsibility of the DRA Collection Division.

Currently, the DRA has over \$4,169,668.52 in outstanding debt aged over 7 years and \$6,366,254.13 in outstanding debt aged between 3 and 7 years. These debts are for various tax liabilities, interest, and penalties that are owed to the State of New Hampshire. The details of these debts will be provided as part of the contract award, subject to the confidentiality requirements of RSA 21-J:14.; in accordance with the requirements of this Request for Bid Proposal and any resulting contract(s).

**2. Term**

The term of the contract shall commence upon the date of Governor and Executive Council approval of the contract. The term of the contract shall be for a period of two years. The DRA shall have the right to terminate the contract at any time by giving the Vendor a thirty (30) day written notice.

The contract may be extended for subsequent one-year periods under the same or newly negotiated terms, conditions, and pricing structure upon the mutual agreement between the Vendor and the Commissioner of the Department of Revenue Administration with the approval of Governor and Executive Council, and not to exceed a total of five (5) years.

**3. Project Requirements**

I.C. System, Inc. will meet and comply with all the requirements called out in *Attachment A, RFB: DRA 2018-01 for Third-Party Debt Collection Services; Section 3 Project Requirements.*

**State of New Hampshire - Department of Revenue Administration  
Contract for Third-party Debt Collection Services**

**4. Contract Administration**

**VENDOR CONTRACT MANAGER**

The Vendor Contract Manager who shall be responsible for all contractual authorization and administration under the contract is:

Contract Manager: Karen Jonas, VP of National Accounts  
Address: 444 Hwy 96 E  
St. Paul, Minnesota 55127  
Telephone: (651)-270-8393  
E-mail: Kjonas@icsystem.com

**STATE CONTRACT MANAGER**

The State Contract Manager who shall be responsible for all contractual authorization and administration under the contract is:

Contract Manager: Ora LeMere  
Address: 109 Pleasant Street, PO Box 637  
Concord, NH 03301  
Telephone: 603-230-5910  
E-mail: ora.lemere@dra.nh.gov

**5. Scope of Work**

In accordance with the terms of this contract, the third-party debt collection agency shall, upon request, perform services of collection, skip tracing, asset location, and where necessary, related legal services concerning the collection of any debt as authorized and referred by the DRA. The Vendor will be required to acknowledge that the details of the debts and case referrals are confidential. If the DRA discloses any confidential information to the Vendor during the course of the Vendor performing its services hereunder, then Vendor shall take all reasonable precautions to maintain the confidentiality of such confidential information. The Vendor shall be legally bound by RSA-21-J: 14. All Vendor personnel performing services under this contract shall be knowledgeable of RSA21-J: 14. The Vendor shall employ all collection activities necessary to collect accounts referred to the Vendor by the DRA up to and including legal action, which can be defined as appropriate lien placement.

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

**State of New Hampshire - Department of Revenue Administration  
Contract for Third-party Debt Collection Services**

**EXHIBIT B**

1. FEE SCHEDULE

As payment for services, the Contractor, as a first placement debt collector in the debt collection process, I.C. System, Inc., will retain the following Fee Structure:

- Fee Charged - Debt Aged Over 7 Years w/Legal Action: 25.00%
- Fee Charged - Debt Aged Over 7 Years w/o Legal Action: 6.95%
- Fee Charged - Debt Aged Between 3 and 7 Years w/Legal Action: 25.00%
- Fee Charged - Debt Aged Between 3 and 7 Years w/o Legal Action: 6.95%

2. PAYMENT SCHEDULE

Collected funds shall be remitted to the Department as full or partial collection amounts that are recovered by the Vendor, said amounts shall be remitted to the DRA, minus the agreed-upon commission fee, by the fifteenth day of the month for the previous month's activity.

The DRA will not be responsible for fees for checks returned for non-sufficient funds.

3. REPORTING REQUIREMENT

The Vendor shall provide a bi-weekly inventory report (via portal or on paper) listing all accounts and indicating those that have been contacted, are under payment agreement or settlement, have been recommended for legal action, or are deemed uncollectible. *See Attachment A, RFB: DRA 2018-01 for Third-Party Debt Collection Services; Exhibit B - Account Status Report Format.*

Collection Checklist Report: Unresolved accounts aged over seven years which do not qualify for legal action must be returned to the DRA within 120 days and include the recommended course of action. Refer *Attachment A, RFB: DRA 2018-01 for Third-Party Debt Collection Services; Exhibit C - Collection Checklist.*

Collection Checklist Report: Unresolved accounts aged between three and seven years which do not qualify for legal action must be returned to the DRA within 180 days and include the recommended course of action. Refer to *Attachment A, RFB: DRA 2018-01 for Third-Party Debt Collection Services; Exhibit C - Collection Checklist.*

Collection Remittance and Statements: The Vendor shall remit collected funds with statements to the DRA in a format currently in use by DRA each calendar month. The statements shall include a breakdown of amounts collected, including tax period, tax type, collection fees, tax, interest, penalties and bank or lien fees, to facilitate automatic posting of the remittance (refer to *Attachment A, RFB: DRA 2018-01 for Third-Party Debt Collection Services; Exhibit D*).

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DRA 2018-01 Third Party Debt Collections Service

Initial and date all pages:

Initials      Date 4/30/2018

**State of New Hampshire - Department of Revenue Administration**  
**Contract for Third-party Debt Collection Services**

**EXHIBIT C**

**SPECIAL PROVISIONS**

1. **Authority:** The work to be performed shall be carried out in cooperation and under the direction of the DRA. The business roles of the DRA and the Vendor shall be that of client and attorney, respectively.
2. **Referral of an Account:** The Vendor agrees that all case referrals by the DRA to the Vendor shall remain the Vendor's responsibility unless specifically removed from the case in writing by the DRA or until the Vendor determines that they are unable to be resolved. This condition shall remain in effect during the term of the contract; however, all casework shall be done in accordance with the terms, conditions, and provisions of this agreement.
3. **Acknowledge Receipt of an Account:** The Vendor agrees to acknowledge each account placed by the DRA within 30 days.
4. **Documentation:** The Vendor shall furnish the DRA with copies of any judgment(s), copies of any statement(s) of costs filed, any transcript(s) of judgment debtor examinations or post-judgment interrogatories or deposition transcript(s) and other legal pleadings. Other material, reports and correspondence prepared under this agreement shall be available upon the DRA's request or as agreed to.
5. **Scope of Collection Activity:** The Vendor shall perform all aspects of collection, including without limitation asset investigation, skip tracing, debtor negotiation, and legal action (lien placement) as needed to successfully resolve each account that has been referred. The Vendor must have access to the latest skip tracing methods and must demonstrate a progressive degree of effort on smaller dollar amounts as well as larger dollar amounts.
6. **Status Reports:** The Vendor shall provide the DRA with bi-weekly reports reflecting the status of all accounts referred to the Vendor. In addition, the Vendor shall notify the DRA of any significant event pertaining to an account within 48 hours of the event's occurrence.
7. **Procedures and Controls for Confidentiality:** The Vendor shall be legally bound by RSA-21-J:14 and shall establish and maintain procedures and controls acceptable to the DRA to ensure full compliance with the confidentiality requirements of RSA 21-J:14.
8. **Conflicts of Interest:** At the time the DRA refers an account to the Vendor, the Vendor shall advise the DRA of any perceived conflict and whether the conflict is remote or disqualifying. The Vendor may decline to accept the referral of any account that the Vendor believes to be a disqualifying conflict of interest.
9. **Confidential Communications:** Communications between the Vendor and the DRA shall be that of attorney and client and, therefore, shall be confidential and shall have all privileges and immunities afforded to such communication. Except as required by law, no confidential communication shall be disclosed to any public agency, insurance company, rating organization, contractor, vendor or other entity or individual without the prior consent of the DRA.
10. **Debtor Communications:** The Vendor shall respond to all requests and inquiries from taxpayer-debtors in a courteous and professional manner within five (5) business days. The Vendor shall ensure that the debtor understands that collection is on behalf of the

Page 1 of 3

DRA 2018-01 Third Party Debt Collections Service

Initial and date all pages:  
Initial *JM* Date *4/30/18*

**State of New Hampshire - Department of Revenue Administration**  
**Contract for Third-party Debt Collection Services**

State of NH DRA.

11. **Separate Records:** The Vendor shall maintain books and records sufficient to track and audit its collection activities on behalf of the DRA. Upon at least 3 business days' notice, the Vendor shall permit DRA auditors full access to Vendor's facilities and books and records to ensure compliance with the terms of this Agreement and all applicable laws, rules, and regulations.
12. **Collection Remittance and Statements:** The Vendor shall remit collected funds with statements to the DRA in a format currently in use by DRA each calendar month. The statements shall include a breakdown of amounts collected, including tax period, tax type, collection fees, tax, interest, penalties and bank or lien fees, to facilitate automatic posting of the remittance (refer to Attachment A, RFB: DRA 2018-01 for Third-Party Debt Collection Services; Exhibit D).
13. **Clearance of Debtor's Payment:** The Vendor agrees that all payments received by negotiable instruments must be deposited and held by the Vendor until the payment has cleared. The Vendor shall not endorse any check as paid in full or provide the debtor a receipt as paid-in-full without verifying the current unpaid balance with the DRA.
14. **Delinquent Accounts:** The Vendor agrees to accrue interest, penalties, fees or other additional charges on delinquent accounts in accordance with statute and as specified by the DRA when accounts are referred or as additional charges accrue.
15. **Compromise or Settle Account:** The Vendor shall not compromise or settle any account without the approval of the DRA. Unauthorized compromise or settlement by the Vendor of any account for less than the entire amount due, accrued interest, penalties, attorney fees, other costs or applicable charges will render the Vendor liable.
16. **Individual Debtor Status Report:** The Vendor will furnish individual account status reports within 3 business days of a request from the DRA. Status reports shall include the debtor name, account number, initial amount of the debt, amount of payments to date, present balance, and status of the account.
17. **Review and Audit of Accounts:** The DRA shall have the right to review or audit particular accounts with the Vendor at any time during regular business hours of the Vendor.
18. **Applicable Laws and Regulations:** The Vendor agrees to become familiar with and abide by all applicable State and/or Federal statutes and /or regulations and the DRA policies and procedures governing accounts and the collections of accounts.
19. **Suspension of an Account:** The Vendor shall agree to suspend action, either temporarily or permanently, on any account upon receipt of notification by the DRA.
20. **Reduced or Canceled Accounts:** In the event an account is reduced or cancelled by the DRA, no collection fee shall be due to the Vendor for the amount of the reduction or cancellation.
21. **Delinquent Accounts:** The Vendor agrees to accrue interest, penalties, and attorney fees or other additional charges on delinquent accounts in accordance with statute and as specified by the DRA when accounts are referred or as additional charges accrue.
22. **Compromise or Settle Account:** The Vendor shall not compromise or settle any account without the approval of the DRA. Unauthorized compromise or settlement by the Vendor of any account for less than the entire amount due, accrued interest, penalties, attorney fees, other costs or applicable charges will render the Vendor liable.
23. **Individual Debtor Status Report:** The Vendor will furnish individual account status reports within 3 business days of a request from the DRA. Status reports shall include the debtor name, account number, initial amount of the debt, amount of payments to date,

Page 2 of 3

DRA 2018-01 Third Party Debt Collections Service

Initial and date all pages:

Initial CM Date 4/22/18

**State of New Hampshire - Department of Revenue Administration**  
**Contract for Third-party Debt Collection Services**

present balance, and status of the account.

24. **Review and Audit of Accounts:** The DRA shall have the right to review or audit particular accounts with the Vendor at any time during regular business hours of the Vendor.
25. **Applicable Laws and Regulations:** The Vendor agrees to become familiar with and abide by all applicable State and/or Federal statutes and /or regulations and the DRA policies and procedures governing accounts and the collections of accounts.
26. **Suspension of an Account:** The Vendor shall agree to suspend action, either temporarily or permanently, on any account upon receipt of notification by the DRA.
27. **Reduced or Canceled Accounts:** In the event an account is reduced or canceled by the DRA, no collection fee shall be due to the Vendor for the amount of the reduction or cancellation.

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DRA 2018-01 Third Party Debt Collections Service

Initial and date all pages:

Initial OM Date 4/30/18

**Attachment A - RFB: DRA 2018-01 for Third-Party Debt Collection Services**

**Remainder of page intentionally left blank**

STATE OF NEW HAMPSHIRE BID PROPOSAL TRANSMITTAL LETTER

Date: March 27, 2018

Company Name: I.C. System, Inc.  
Address: 444 Hwy 96 E, Saint Paul, MN 55127

To: Point of Contact: Ora LeMere  
Telephone: (603)-230-5910  
Email: DRA-PMO@DRA.NH.GOV

RE: Department of Revenue Administration Request for Bid Proposal for Third-party Debt Collection Services

BID Posted Date and Time: Wednesday, March 7, 2018 @ 1:30 PM  
BID Submission Deadline Date and Time: Tuesday, March 27, 2018 @ 1:30 PM  
BID Proposal Opening Date and Time: Wednesday, April 04, 2018 @ 10:00 AM (109 Pleasant Street, Concord NH- Training Room)

Dear Ora LeMere:

[Insert name of signor] John Erickson, President and CEO, on behalf of I.C. System, Inc. [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written Bid submitted herewith ("Bid") to the State of New Hampshire in response to Bid# DRA 2018-01 Third-party Debt Collection Services Contract(s) at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

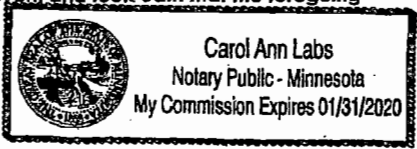
Authorized Signor's Signature [Signature] Authorized Signor's Title President and CEO

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Ramsey STATE: MN ZIP: 55127

On the 27 day of March, 2018, personally appeared before me, the above named John Erickson, in his/her capacity as authorized representative of Vendor/CEO, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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



My commission expires: 1/31/2020 (Date) Form P37-A



**REQUEST FOR BID FOR A CONTRACT(S) TO  
PROVIDE Third-party DEBT COLLECTION SERVICES FOR  
NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION**

**1. PURPOSE**

The purpose of this bid invitation is to establish a contract, under the authority of RSA 21-J:3, XXVII with the New Hampshire Department of Revenue Administration (DRA). DRA is soliciting proposals from qualified entities to work with the DRA Collection Division to perform third-party debt collection services. It is the DRA's intention to award one contract as a result of this RFB; however, the DRA reserves the right to award no contracts, at its sole discretion. Any contract awarded is intended to supplement, not supplant, the overall collection efforts of the DRA.

The DRA has the responsibility of administering sixteen different taxes. Most taxpayers voluntarily comply with New Hampshire State tax law; however, a small percentage of taxpayers do not. The DRA assesses tax liabilities against those who fail to comply. If not resolved, collection of these liabilities becomes the responsibility of the DRA Collection Division.

Currently, the DRA has over \$4,169,668.52 in outstanding debt aged over 7 years and \$6,366,254.13 in outstanding debt aged between 3 and 7 years. These debts are for various tax liabilities, interest, and penalties that are owed to the State of New Hampshire. The details of these debts will be provided as part of the contract award, subject to the confidentiality requirements of RSA 21-J:14.; in accordance with the requirements of this Request for Bid Proposal and any resulting contract(s).

**2. SCOPE OF SERVICES**

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

In accordance with the terms of this contract, the third-party debt collection services shall, upon request, perform services of collection, skip tracing, asset location, and where necessary, related legal services concerning the collection of any debt as authorized and referred by the DRA. Details will be provided at the referral of a case. The Vendor will be required to acknowledge that the details of the debts and case referrals are confidential. If the DRA discloses any confidential information to the Vendor during the course of the Vendor performing its services hereunder, then Vendor shall take all reasonable precautions to maintain the confidentiality of such confidential information. The Vendor shall be legally bound by RSA-21-J: 14. All Vendor personnel performing services under this contract shall be knowledgeable of RSA21-J: 14. The Vendor shall employ all collection activities necessary to collect accounts referred to the Vendor by the DRA up to and including litigation.

**3. PROJECT REQUIREMENTS**

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

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

	<b>BUSINESS REQUIREMENTS</b>	<b>M/O</b>	<b>Y/M/N</b>	<b>VENDOR COMMENTS</b>
B-1	The Vendor shall be able to collect debts on behalf of the DRA in every state.	<b>M</b>	<b>Y</b>	

B-2	The Vendor shall possess errors and omissions and malpractice insurance and shall indemnify the DRA and hold the DRA harmless for Vendor collection activities, including all legal activities.	M	Y	IC System complies and will provide proof of insurance upon request.
B-3	The Vendor's personnel shall be trained, qualified, and experienced to use acknowledged best practices to service the State's placement, including the use of DRA procedures to yield the most appropriate resolution.	M	Y	
B-4	The Vendor's personnel shall be knowledgeable of RSA 21-J:14,V(f).	M	Y	
B-5	The Vendor shall have sufficient financial capacity, working capital, and other financial, technical, and management resources to perform the contract.	M	Y	
B-6	The Vendor shall meet with DRA personnel on a quarterly basis to exchange updated information, including but not limited to processes, techniques, and/or legislative updates.	M	Y	
B-7	The Vendor shall commit to a maximum 30-day startup after execution of the contract.	M	Y	
B-8	The Vendor shall retain legal services for out of state lien placement and refer qualifying accounts on behalf of DRA.	M	Y	
B-9	The Vendor shall provide a secure portal that is accessible by DRA staff so accounts can be monitored on an ongoing basis.	M	Y	
B-10	The Vendor shall provide a bi-weekly inventory report (via portal or on paper) listing all accounts and indicating those that have been contacted, are under payment agreement or settlement, have been recommended for legal action, or are deemed uncollectible. See Exhibit B - Account Status Report Format.	M	Y	
B-11	Unresolved accounts aged over seven years which do not qualify for legal action must be returned to the DRA within 120 days and include the recommended course of action. See Exhibit C - Collection Checklist.	M	Y	
B-12	Unresolved accounts aged between three and seven years which do not qualify for legal action must be returned to the DRA within 180 days and include the recommended course of action. See Exhibit C - Collection Checklist.	M	Y	
B-13	The Vendor must be able to accept an existing data transfer format and provide a secure FTP site for all data exchange.	M	Y	
B-14	The Vendor shall employ IT staff with the skill and experience to support the data exchange requirements of the contract.	M	Y	

B-15	The Vendor shall be able to maintain all funds in a depository within the State and transfer money electronically to the DRA Treasury. Instructions on how to transfer monies will be provided to winning bidder.	M	Y	
B-16	The Vendor shall be certified for information security by an acceptable accreditation source. Vendor must follow the NIST Special Publication 800-88, Revision 1: Guidelines for Media Sanitization when applicable.	M	Y	
B-17	The Vendor must comply with the Additional Mandatory Provisions in Exhibit A	M	Y	
<b>GENERAL REQUIREMENTS</b>				
G-1	The Contract shall begin upon receipt of notification from the State of New Hampshire regarding G&C approval.	M	Y	
G-2	The Vendor must prove that they have previous experience with other similar state agencies as it pertains to Third Party Debt Collection.	M	Y	IC System complies. Please refer to our references.
<b>SECURITY REQUIREMENTS</b>				
S-1	Contracted employees must execute a Vendor Confidentiality Agreement	M	Y	
S-2	Vendor staff shall not have been convicted of a felony.	M	Y	
S-3	The Vendor must prove that formal background checks are performed on all employees handling DRA accounts.	M	Y	IC System performs background checks on all employees, and will provide proof upon request.

**4. VENDOR REFERENCES**

The Contractor shall provide a list of three references. Reference information should include the following: Client Name, Street Address, City, State, Zip Code, Contact Information, Title, Contact Phone Number and Contact E-Mail Address:

<b>Reference #1</b>	
Company Name: Street Address City, State, Zip Contact Name Phone Number Email Address	Georgia Department of Revenue 1800 Century Blvd NE Suite 9200, Atlanta, GA 30345 404-417-6621 Leo Zomparelli Leo.Zomparelli@dor.ga.gov
<b>Reference #2</b>	
Company Name: Street Address City, State, Zip Contact Name Phone Number Email Address	New York City Department of Finance 59 Maiden Lane, 24th floor, New York, NY 10038 212-291-4270 Shenneth King kingshenneth@finance.nyc.gov
<b>Reference #3</b>	
Company Name: Street Address City, State, Zip Contact Name Phone Number Email Address	City of Minneapolis, MN 250 South 4th St, Suite 230, Minneapolis, MN 55415 612-673-2268 Ali Salemohamed imliaz.salemohamed@ci.minneapolis.mn.us

**5. TERM OF CONTRACT**

The term of the contract shall be for a period of two years. Upon selection of a successful bidder (hereinafter called the "Vendor"), the term of the contract shall commence upon the date of Governor and Executive Council approval of the contract and shall terminate two years from the date of approval, unless terminated earlier. The DRA shall have the right to terminate the contract at any time by giving the Vendor a thirty (30) day written notice. The contract may be extended for subsequent one-year periods under the same or newly negotiated terms, conditions, and pricing structure upon the mutual agreement between the Vendor and with the approval of the Commissioner of the Department of Revenue Administration or designee, and not to exceed a total of five (5) years.

**6. BID PROPOSAL FORM AND SUBMISSION**

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

Submission of Bid Proposal may be made via mail or fax (603-230-5946) and addressed to:

**State of New Hampshire Department of Revenue Administration  
 c/o Ora LeMere RFB DRA 2018-01- Closing Date: 3/27/18 @ 1:30 PM  
 Bid# RFB DRA 2018-01 to Provide Third Party Debt Collection Services**

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

**Vendor Must complete and sign the attached Bid Offer Sheet.**

**7. PROPOSED TIMETABLE**

Request for Bid Proposals Posted - Issued	Wednesday, March 07, 2018
Last day for Questions, Clarifications, and/or requested changes to bid	Tuesday, March 13, 2018
Responses to questions sent to all	Wednesday, March 21, 2018
Bid Submission Closing Date by 1:30PM	Tuesday, March 27, 2018
Bid Opening at 10:00 AM - Location (109 Pleasant Street, Concord NH- Training Room)	Wednesday, April 04, 2018
Contract Negotiation Process Concludes	Tuesday, April 24, 2018
Governor & Council Approval Process	TBD

**8. AWARD OF CONTRACT**

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

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

8.1 The Vendor must agree to the terms and conditions of the attached State of New Hampshire Form P-37 and complete the following sections and requirements;

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

- Section 1.13.1 Signature of Notary Public or Justice of the Peace  
 Section 1.13.2 Name & Title of Notary or Justice of the Peace

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

\*Provide a certificate of good standing from the NH Secretary of State.

#### **9. VENDOR RESPONSIBILITY**

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

#### **10. CONFORMANCE WITH STATUTES**

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

#### **11. AMENDING OR CANCELLING**

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

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

#### **12. REJECTION FOR MISREPRESENTATION**

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

#### **13. LIABILITY**

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

#### **14. PUBLIC DISCLOSURE OF SUBMISSIONS**

Pursuant to RSA 21-G:37, all responses to this RFB shall be considered confidential until the award of a contract. The Agency will hold a public opening of bids and the name and bid price will be publicly available at that time.

The content of each shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFB) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). However, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempted from disclosure. Marking of the entire bid or entire sections of the bid (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFB to the contrary, Vendor pricing will be subject to disclosure upon approval of the contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the Agency to view portions of a Bid that the Vendor has properly and clearly marked confidential, the Agency will notify the Proposer of the request and of the date the Agency plans to release the records. By submitting a bid, Vendor agrees that unless the Vendor obtains a court order, at

its sole expense, enjoining the release of the requested information, the Agency may release the requested information on the date specified in the Agency's notice without any liability to the Vendor.

**15. TERMINATION**

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

**16. VENDOR CERTIFICATIONS**

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

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

**17. BID PROPOSAL INQUIRIES**

All questions regarding this Request for Bid Proposal, including clarifications and proposed specification changes shall be submitted to Ora LeMere, Director of Collections, at DRA-PMO@DRA.NH.GOV 603-230-5910.

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

(Remainder of page intentionally left blank)

Attachments:  
**BID OFFER SHEET**

**Instructions:** Bidders are directed to submit a Bid Price as defined in the Pricing/ Offer Section. Bidders must further complete the Vendor Information Section.

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

**The lowest bid will be determined based on the lowest percentage fees charged as listed on the Bid Offer Sheet below.**

**PRICING/OFFER**

Special charges, surcharges, or processing charges of any kind by whatever name may not be added on at any time. Any and all charges **must be built into your bid price** at the time of the bid.

- The DRA will not be responsible for fees for checks returned for non-sufficient funds.
- Fees shall be proposed as percentages of gross amounts actually collected by the Vendor.
- As full or partial collection amounts are recovered by the Vendor, said amounts shall be remitted to the DRA, minus the agreed-upon commission fee, by the fifteenth day of the month for the previous month's activity.
- Bid Amount by Fee Percentages
  - Fee Charged - Debt Aged Over 7 Years w/Legal Action: % 25.0
  - Fee Charged - Debt Aged Over 7 Years w/o Legal Action: % 6.95
  - Fee Charged - Debt Aged Between 3 and 7 Years w/Legal Action: % 25.0
  - Fee Charged - Debt Aged Between 3 and 7 Years w/o Legal Action: % 6.95
  - **Average Total Fees Charged Over All Outstanding Debt:** % 15.975

**VENDOR INFORMATION**

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

Karen Jonas, VP of National Accounts	<u>(651) 270-8393</u>
Contact Person	Telephone Number
<u>(651) 204-1212</u>	<u>kjonas@icsystem.com</u>
Fax Number	E-mail Address
<u>I.C. System, Inc.</u>	<u>07-135-1985</u>
Vendor Company Name	DUNS #
<u>444 Hwy 96 E, Saint Paul, MN 55127</u>	
Vendor Address	

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

**EXHIBIT "A"**  
**ADDITIONAL MANDATORY PROVISIONS**

**Authority:** The work to be performed shall be carried out in cooperation and under the direction of the DRA. The business roles of the DRA and the Vendor shall be that of client and attorney, respectively.

**Referral of an Account:** The Vendor agrees that all case referrals by the DRA to the Vendor shall remain the Vendor's responsibility unless specifically removed from the case in writing by the DRA or until the Vendor determines that they are unable to be resolved. This condition shall remain in effect during the term of the contract; however, all casework shall be done in accordance with the terms, conditions, and provisions of this agreement.

**Acknowledge Receipt of an Account:** The Vendor agrees to acknowledge each account placed by the DRA within 30 days.

**Documentation:** The Vendor shall furnish the DRA with copies of any judgment(s), copies of any statement(s) of costs filed, any transcript(s) of judgment debtor examinations or post-judgment interrogatories or deposition transcript(s) and other legal pleadings. Other material, reports and correspondence prepared under this agreement shall be available upon the DRA's request or as agreed to.

**Scope of Collection Activity:** The Vendor shall perform all aspects of collection, including without limitation asset investigation, skip tracing, debtor negotiation, and legal action (lien placement) as needed to successfully resolve each account that has been referred. The Vendor must have access to the latest skip tracing methods and must demonstrate a progressive degree of effort on smaller dollar amounts as well as larger dollar amounts.

**Status Reports:** The Vendor shall provide the DRA with bi-weekly reports reflecting the status of all accounts referred to the Vendor. In addition, the Vendor shall notify the DRA of any significant event pertaining to an account within 48 hours of the event's occurrence.

**Procedures and Controls for Confidentiality:** The Vendor shall be legally bound by RSA-21-J:14 and shall establish and maintain procedures and controls acceptable to the DRA to ensure full compliance with the confidentiality requirements of RSA 21-J:14.

**Conflicts of Interest:** At the time the DRA refers an account to the Vendor, the Vendor shall advise the DRA of any perceived conflict and whether the conflict is remote or disqualifying. The Vendor may decline to accept the referral of any account that the Vendor believes to be a disqualifying conflict of interest.

**Confidential Communications:** Communications between the Vendor and the DRA shall be that of attorney and client and, therefore, shall be confidential and shall have all privileges and immunities afforded to such communication. Except as required by law, no confidential communication shall be disclosed to any public agency, insurance company, rating organization, contractor, vendor or other entity or individual without the prior consent of the DRA.

**Debtor Communications:** The Vendor shall respond to all requests and inquiries from taxpayer-debtors in a courteous and professional manner within five (5) business days. The Vendor shall ensure that the debtor understands that collection is on behalf of the State of NH DRA.

**Separate Records:** The Vendor shall maintain books and records sufficient to track and audit its collection activities on behalf of the DRA. Upon at least 3 business days' notice, the Vendor shall permit DRA auditors full access to Vendor's facilities and books and records to ensure compliance with the terms of this Agreement and all applicable laws, rules, and regulations.

**Collection Remittance and Statements:** The Vendor shall remit collected funds with statements to the DRA in a format currently in use by DRA each calendar month. The statements shall include a breakdown of amounts collected, including tax period, tax type, collection fees, tax, interest, penalties and bank or lien fees, to facilitate automatic posting of the remittance (refer to Exhibit D).

**Clearance of Debtor's Payment:** The Vendor agrees that all payments received by negotiable instruments must be deposited and held by the Vendor until the payment has cleared. The Vendor shall not endorse any check as paid in full or provide the debtor a receipt as paid-in-full without verifying the current unpaid balance with the DRA.



**Delinquent Accounts:** The Vendor agrees to accrue interest, penalties and attorney fees or other additional charges on delinquent accounts in accordance with statute and as specified by the DRA when accounts are referred or as additional charges accrue.

**Compromise or Settle Account:** The Vendor shall not compromise or settle any account without the approval of the DRA. Unauthorized compromise or settlement by the Vendor of any account for less than the entire amount due, accrued interest, penalties, attorney fees, other costs or applicable charges will render the Vendor liable.

**Individual Debtor Status Report:** The Vendor will furnish individual account status reports within 3 business days of a request from the DRA. Status reports shall include the debtor name, account number, initial amount of the debt, amount of payments to date, present balance, and status of the account.

**Review and Audit of Accounts:** The DRA shall have the right to review or audit particular accounts with the Vendor at any time during regular business hours of the Vendor.

**Applicable Laws and Regulations:** The Vendor agrees to become familiar with and abide by all applicable State and/or Federal statutes and /or regulations and the DRA policies and procedures governing accounts and the collections of accounts.

**Suspension of an Account:** The Vendor shall agree to suspend action, either temporarily or permanently, on any account upon receipt of notification by the DRA.

**Reduced or Canceled Accounts:** In the event an account is reduced or canceled by the DRA, no collection fee shall be due to the Vendor for the amount of the reduction or cancellation.

**Governor and Executive Council Approval:** Vendor contracts shall be approved by the Governor and Executive Council.

(Remainder of page intentionally left blank)

**EXHIBIT "B"**

<b><u>ACCOUNT STATUS REPORT FORMAT</u></b>							
TP ID	TP Name	Date contacted	Under agreement	Legal action	Unable to collect	Unable to locate	Possible recovery

**EXHIBIT "C"**  
**COLLECTION CHECKLIST**

Collection Activity Summary and Recommendation

Taxpayer: \_\_\_\_\_

Tax Type: \_\_\_\_\_

FEIN: \_\_\_\_\_

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

**Recommendation:**

- Lien needed
- Uncollectible
- Unable to locate
- Future recovery expected

**Assets**

Lien placed:  No  
 Yes (complete section below)

NH Deeds County(ies) \_\_\_\_\_

Property Located at: Book \_\_\_\_\_ Page \_\_\_\_\_ County \_\_\_\_\_ Date \_\_\_\_\_

Bank lien placed?  No  
 Yes Bank name(s): \_\_\_\_\_

**Transferee Liability**  Yes  
 No Reason: \_\_\_\_\_

**Business Operations**

Sold/liquidated?  No  Yes Sale Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Final return filed?  Yes  No Proceeds received by DRA \_\_\_\_\_

**Skip Tracing**

- Internet/social media  Search Engine  Online Directory
- Accurint  Employment Security  UCC filings

Last known address: \_\_\_\_\_

Last known phone number: \_\_\_\_\_

Recommended by: \_\_\_\_\_

**EXHIBIT "D"**

Remittance Statement										
TP ID	TP Name	Tax Period	Total Received	Remitted	Tax	Interest	FTP	FTF	Other	Retained

**Michelle Kreidler Dove**  
General Counsel  
Chief Compliance Officer

651.481.6509

mdove@icsystem.com



**IC System, Inc.**  
444 Highway 96 East  
Vadnais Heights, MN 55127

651.481.6495

www.icsystem.com

April 26, 2018

To Whom It May Concern:

John A. Erickson, Chief Executive Officer and President of I.C. System, Inc. ("ICS"), has been authorized by the ICS Board of Directors to execute, submit, deliver and amend, on behalf of ICS any and all documents or contracts with the State of New Hampshire.

Sincerely,

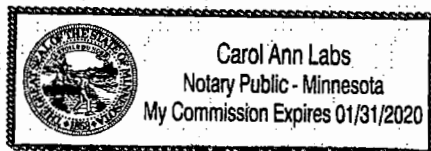
A handwritten signature in cursive script that reads 'Michelle Kreidler Dove'.

Michelle Kreidler Dove, Esq.  
Corporate Secretary  
General Counsel/Chief Compliance Officer

SWORN TO AND SUBSCRIBED before me, a  
Notary Public, on this the 26<sup>th</sup> day of April 2018.

A handwritten signature in cursive script that reads 'Carol Ann Labs'.

Notary Public in and for the State of Minnesota



# State of New Hampshire

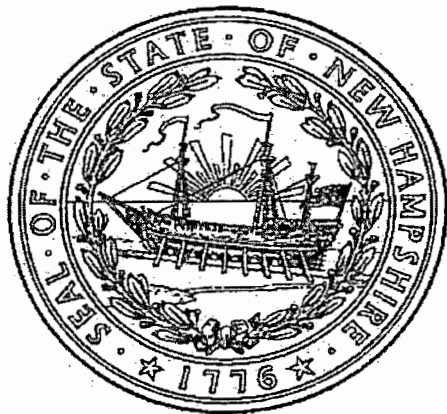
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that I. C. SYSTEM, INC. is a Minnesota Profit Corporation registered to transact business in New Hampshire on November 03, 1975. 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: 1886

Certificate Number: 0004085365



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of April A.D. 2018.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/20/2018

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 Hays Companies  80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323	CONTACT NAME: Tony Reed or Katie Hedican PHONE (A/C, No, Ext): 612-333-3323 E-MAIL ADDRESS: khedican@hayscompanies.com FAX (A/C, No): 612-373-7270
INSURED I.C. System, Inc.  444 Highway 96 East St. Paul, MN 55127-2557		INSURER(S) AFFORDING COVERAGE INSURER A: ZURICH AMER INS CO 16535 INSURER B: AMERICAN INS CO 21857 INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**                      **CERTIFICATE NUMBER:** 52632708                      **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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>		CPO488789108	03/01/18	03/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPO488789108	03/01/18	03/01/19	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 type="checkbox"/> RETENTION \$			FAU00015332406	03/01/18	03/01/19	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WC488789309	03/01/18	03/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is additional insured as respects general liability policy where required by written contract subject to the policy terms and conditions.

<b>CERTIFICATE HOLDER</b> NH Department of Revenue Administration  109 Pleasant Street, P.O. Box 457 Concord, NH 03302-0457  USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**I. C. System, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC      C Corporation      S Corporation      Partnership      Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**P. O. Box 64808**

6 City, state, and ZIP code

**Saint Paul, MN 55164-0808**

7 List account number(s) here (optional)

Requester's name and address (optional)

See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

OR

Employer identification number									
4	1	-	0	7	3	9	1	8	3

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

*Kit J. Steubinger*

Date ▶

*1-5-2018*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*