



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
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March 11, 2020

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), Division of Purchase and Property, to enter into a contract with The Segal Company, 333 West 34th Street, 3rd floor, New York, NY 10001-2402 (Segal) (VC# 164079) in an amount not to exceed \$125,000.00, for a wage and benefits total compensation comparison study. This contract shall be effective upon Governor and Executive Council approval and extend through March 11, 2022.

Funding is available in account Personnel Admin Support as follows:

	<u>FY20</u>
01-14-14-141010-10440000103-502664 Contracts for Operational Service	\$125,000

EXPLANATION

This contract requires Segal to deliver two wage and benefit total compensation comparison studies to allow the DAS and the Department of Safety to perform legislatively mandated personnel compensation analyses.

Chapter 346:328 mandates the first study and requires DAS to perform an assessment of a reallocation request of all sworn police troopers from the rank of probationary trooper through the rank of Executive Major. As required by Chapter 346: 328, Segal will perform a wage and benefit total compensation comparison study of seven Department of Safety positions: Trooper I, Trooper II, Sergeant, Captain, Lieutenant, Major, and Executive Major. This first study will follow an expedited timeline so that DAS can comply with the law and report the results of the study to the Joint Legislative Fiscal Committee before the end of State Fiscal Year (SFY) 2020. Upon approval of the Joint Legislative Fiscal Committee, Chapter 346:328 provides an appropriation of \$1.45 million to the Department of Safety to support the reallocation of the seven positions in the last six months of SFY 2021.


Chapter 346:243 mandates the second study and requires DAS to perform a comprehensive review of the state's personnel system. Generally, compensation studies are conducted based on a comparison study of a representative sample of positions and their associated total compensation and the study's findings are then extrapolated across the employer's job classification and compensation plan. This second study will be comprised of a wage and benefit total compensation comparison study of 100 classified and unclassified positions as agreed to by the parties. The contract terms require this study to be final by October 30, 2020 so that DAS can make the study available to the Governor and legislature as well as other interested parties in time for it to be considered as the FY 2022-2023 budget is reviewed and finalized.

This contract is the result of a Request for Proposal (RFP) that was issued by the DAS on January 23, 2020. Notifications of the RFP were sent by the Division of Procurement and Support Services through the appropriate Institute for Public Procurement (NIGP) industry code database. The RFP was also posted on the Division of Procurement and Support Services public website. On February 14, 2020, one proposal was received from the following: Segal Company (Eastern States), Inc. (Segal).

The scoring was based upon the areas of: Financial (40%) and Technical (60%). Based on the foregoing, the proposal submitted by Segal received a score that was accepted by unanimous vote by the evaluation members. The evaluation team consisted of the following members: Financial: Gary Lunetta, DAS Director of Procurement and Support Services, and Ryan Aubert, DAS Purchasing Agent; Technical: Carolyn Russell, DAS Senior Operational Analyst, Steven Lavoie, DOS Director of Administration, and Laura Holmes, DAS Administrator IV. The final evaluation scores are attached.

Based on the foregoing, I am respectfully recommending approval of the contract with Segal.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

RFP 2293-20 Total Scoring Summary

	Total Available Points	Segal
Total Cost		\$ 125,000.00
Vendor's Financial Score	40	40.00

	Total Available Points	Segal
Bidder Company and Staff Qualifications	25	22
Government Project Experience	5	4
Specifications of Work to be Performed	30	24
Vendor's Technical Score	60	50.00

Vendor's Total Score	100	90
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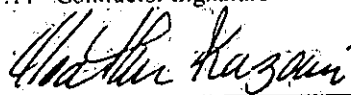
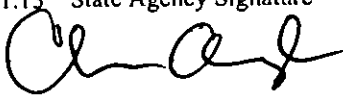

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name The Segal Company (Eastern States), Inc. d/b/a Segal		1.4 Contractor Address 333 West 34 th St. 3 rd Floor New York, NY 10001-2402	
1.5 Contractor Phone Number 617-424-7300	1.6 Account Number Various	1.7 Completion Date 3/11/2022	1.8 Price Limitation \$125,000.00
1.9 Contracting Officer for State Agency Ryan Aubert, Purchasing Agent		1.10 State Agency Telephone Number 603-271-0580	
1.11 Contractor Signature  Date: 2/27/2020		1.12 Name and Title of Contractor Signatory Heather Kazemi, Vice President	
1.13 State Agency Signature  Date: 3/2/2020		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
By: 		On: 3/3/2020	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

Contractor Initials 
Date 2/27/2020

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials *JK*
Date *2/22/2020*

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials *JK*
Date *2/27/2020*

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

The Segal Company (Eastern States) Inc. d/b/a Segal (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State") with Job Classification, Total Compensation and Benefits Study Services in accordance with the proposal submission in response to State Request for Proposal # 2293-20 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFP 2293-20

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFP 2293-20."

3. TERM OF CONTRACT

The term of this Contract shall commence upon the approval by the Governor and Executive Council and shall continue thereafter for a period of two (2) years.

4. SCOPE OF WORK

Contractor shall deliver two wage and benefit total compensation comparison studies to determine whether New Hampshire maintains a competitive market position to attract, retain, compensate, and provide benefits to its employees. The part 1 study shall include a wage and benefit total compensation comparison study with respect to the following 7 State Police positions: Trooper I, Trooper II, Sergeant, Captain, Lieutenant, Major, and Executive Major. The part 2 study shall include a wage and benefit total compensation comparison study of 100 classified and unclassified positions as agreed to prior by the parties.

A. Technical Requirements

A.1 Contractor Qualifications

Contractor's administrative and technical staff shall be of sufficient size and knowledge base to support the State in its initiatives.

- 1) Scope of Services

Contractor shall deliver a wage and benefit total compensation comparison study to determine whether New Hampshire maintains a competitive market position to attract, retain, compensate, and provide benefits to its employees. Findings, as detailed in the written report, shall facilitate the State in comparing classified and unclassified job classifications and total compensation including the salary and benefits structure and associated stipends required by law and collective bargaining agreements for state-paid positions with the appropriate external labor markets in which it competes for talent while maintaining internal equity among its job classifications.

The study shall provide a final comprehensive wage and benefit total compensation and benefits study report that the Department of Administrative Services (DAS) will make available to the Governor, Legislature and interested parties regarding the pay for classified and unclassified state-paid positions under the New Hampshire Job Classification and Compensation Plan.

Benefits, in the context of this Contract, shall include:

- The HMO Health Benefit Plan, including medical, RX and vision benefits and the associated employee total out of pocket cost
- Dental benefits and associated employee total out of pocket cost
- Basic life insurance benefits
- New Hampshire retirement benefits including employer and employee contributions
- Paid employee leave (total number of paid days off)

2) Payment Schedule

- a. The State will pay 50% of the total cost within 30 days of the agreement being fully executed; and
- b. The State will pay the remaining 50% within 30 days of receipt and acceptance of a completed report and consultation.

Funding and time periods presented here are subject to change. Continuance of Contract payments is contingent upon the availability and continued appropriation of funds.

3) Project Deliverables and Estimated Timeline

Contractor shall:

- Attend an on-site kickoff meeting with State staff to explain the methodology and confirm proposed strategy and plan of action for analysis of classified and unclassified personnel. Criteria for State acceptance of Deliverables will also be discussed.
- Make staff available for additional on-site and/or video-conference meetings as required.
- Participate in weekly calls with DAS staff to discuss project updates and other issues of concern.
- Provide market data and analysis for similar positions in New Hampshire state government, local government agencies (counties, towns and cities), and other related public sector organizations. Research should also include other northern New England or other applicable state systems as well as other appropriate private sector comparisons.
- With respect to Part 1 (State Police), compare state positions (7) to a minimum of five (5) New England States and five (5) New Hampshire cities and towns of varying demographic and regional representation.

- With respect to Part 2, compare 100 classified and unclassified positions to up to 10 surveyed entities, to include other New England States, New Hampshire cities and towns, and private sector data, as agreed to by the parties.
- Work with DAS staff to identify appropriate benchmark positions.
- Analyze job classifications, salary structure, and pay compression issues.
- Provide findings in a written report for Part 1 (State Police) to DAS that includes:
 - A comparative analysis that identifies the State's competitive position in the labor market.
 - Salary and benefit structures, pay compression issues, and relevant pay policies.
 - The plotting of positions against the salary structure (labor grades).
- Provide findings in a written report for Part 2 (Classified and Unclassified Positions) to DAS that includes:
 - A comparative analysis that identifies the State's competitive position in the labor market.
 - Salary and benefit structures, pay compression issues, and relevant pay policies.
 - The plotting of positions against the salary structure (labor grades).
- Meet with DAS leadership to review the written report.
- Provide database of information collected during the project in support of the study.
- Provide training and instructional information to allow DAS staff to conduct individual job/salary audits and recommend adjustments consistent with study methods.
- Provide implementation support and training, as needed.

Deliverable #	Description	Due Date
1 Kick-off Meeting with State Project Team	Meet with State to explain the methodology and confirm proposed strategy and plan of action for analysis of classified and unclassified personnel	Within 10 business days of receipt of fully-authorized contract
2 Weekly calls and/or video meetings	Discuss project updates and other issues of concern. Provide preliminary information on findings and analytical approach	Weekly Calls and/or video meetings at pre-scheduled time
3 List of Benchmark Positions	Work collaboratively with the State Project Team to identify a list of classified and unclassified benchmark positions to be analyzed in the study for Part 2	25 business days after receipt of fully-authorized contract
4 Draft Part 1 Report	Draft report on analysis of State Police classification titles	April 22, 2020
5 Final Part 1 Report	Final report on analysis of State Police classification titles	No later than May 11, 2020
6 Draft Part 2 Report	Draft report on analysis of classified and unclassified job titles within the Executive Branch of NH State Government	August 28, 2020
7 Final Part 2 Report	Final report on analysis classified and unclassified job titles within the Executive Branch of NH State Government	October 30, 2020
8 Data Collected	Provide a database of information collected in support of the analysis prepared under this contract	October 30, 2020

9 Training	Provide training and instructional information to allow DAS staff to conduct individual job/salary audits and recommend adjustments consistent with study methods	November 2020
10 Implementation	Provide implementation support and training	November 2020

4) Budget

The State will not provide reimbursement for any travel, expenses, operational or other costs outside of the budgeted amount listed in Exhibit C.

B. Subcontractors (Solution)

- 1) Contract shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other vendor without prior written approval by the State.
- 2) If subcontractors are to be used, the Contractor must clearly explain their participation.
- 3) If subcontractors are to be used, Contractor must provide the State with information regarding the proposed subcontractors including the name of the company, their address, contact person, resumes for specific staff to be engaged, and three references for clients they are currently servicing.
- 4) The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.
- 5) Subcontractors must abide by all terms and conditions under any this Contract.

C. Additional Requirements

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

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

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

Contractor Initials
Date 2/27/2020

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

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

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

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

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFP # 2293-20, as described herein, and under the terms of this Contract.

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

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

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

8. INSURANCE

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

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Job Classification, Total Compensation and Benefits Study services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$125,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Cost Item	Number of Positions	Total Cost
Job Classification, Total Compensation, and Benefits Studies (Parts 1 & 2)	107	\$125,000.00

3. INVOICE TERMS

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

4. PAYMENT

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

Contractor Initials: 
Date: 2/27/2020

EXHIBIT D

RFP # 2293-20 is incorporated here within.

Contractor Initials JK
Date 2/27/2020

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 THE SEGAL COMPANY (EASTERN STATES), INC. is a New York Profit Corporation registered to transact business in New Hampshire on August 10, 2004. 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: 481832

Certificate Number: 0004614152



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of November A.D. 2019.

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

William M. Gardner
Secretary of State



THE SEGAL COMPANY (EASTERN STATES), INC.

CORPORATE RESOLUTION CERTIFICATION

I, Ricardo M DiBartolo, Chief Financial Officer and Treasurer, of The Segal Company (Eastern States), Inc. a Corporation duly organized and operating under the laws of New York.

DO HEREBY CERTIFY *that a Unanimous Written Consent dated November 29, 2006 was signed, which gives the Corporate Secretary and/or the Treasurer authority to certify, on behalf of the Board of Directors, that officers of The Segal Company (Eastern States), Inc. may execute proposals, agreements, and other legal documents.*

I further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

I further CERTIFY that Heather Kazemi, Vice President, is empowered to execute and deliver in the name and on behalf of this Corporation contracts, bids and other documents to the State of New Hampshire and to bind the Corporation to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature and the Corporate Seal of the Corporation, this 27th day of February, 2020.

Ricardo M. DiBartolo, Senior Vice President,
Chief Financial Officer and Corporate Treasurer



