



Lindsey M. Stepp
Commissioner

State of New Hampshire
Department of Revenue Administration: 48 DAS

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



Carolynn J. Lear
Assistant Commissioner

April 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 **sole source** contract with Montagne Communications LLC (Montagne) (Vendor # 166353), 814 Elm Street, Suite 205, Manchester, NH 03101, to provide strategic communications and public relations services to the DRA, in an amount not to exceed \$30,000, effective upon Governor and Council approval through June 30, 2019. **100% General Funds**

Funding is available in the following account:

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

103-502664 Contracts for OP Services FY 2018 \$30,000.00

EXPLANATION

This request is **sole source** because the DRA has an established relationship with the vendor. In FY2016 DRA sought the assistance of the Department of Resources and Economic Development's Division of Travel and Tourism Development (DTTD) for marketing the DRA's 2015-2016 Tax Amnesty Program, in order to efficiently utilize the State's resources. This partnership allowed the DRA to utilize DTTD's contracted advertising and public relations resources, including Montagne, to develop an integrated strategic communications campaign that efficiently targeted taxpayers who could most benefit from the Tax Amnesty Program.

With Montagne's assistance promoting Tax Amnesty, DRA collected nearly \$19

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.

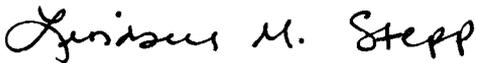
million in unpaid taxes; an amount that exceeded legislative estimates by \$3 million.

In FY18, the DRA determined that communications and taxpayer outreach should be a primary agency priority. In order to evaluate the DRA's current communication and outreach strategy the DRA entered into a separate contract with Montagne, for an amount not to exceed \$9,900, to complete a comprehensive communications audit of the DRA and to deliver and implement a plan to improve its communications effectiveness.

After a careful review of the communication audit results, DRA would like to continue our partnership with Montagne so they can continue to assist the DRA in implementing the communications plan that resulted from Montagne's communications audit. Montagne's longstanding experience with New Hampshire state agencies is uniquely suited to provide strategic communications support for DRA. The communications support provided by Montagne will assist the DRA in achieving our mission to fairly and efficiently administer the tax laws of the State of New Hampshire through proactive and effective taxpayer and tax practitioner communications.

Source of funds: 100% general funds

Respectfully Submitted,



Lindsey M. Stepp
Commissioner of Revenue Administration

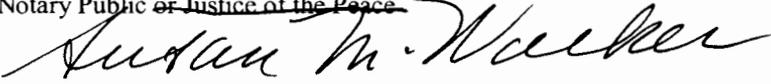
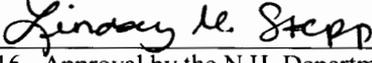
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 P.O. Box 457 Concord, NH 03302-0457	
1.3 Contractor Name Montagne Communications		1.4 Contractor Address 814 Elm Street Suite 205 Manchester, NH 03101	
1.5 Contractor Phone Number (603) 644-3200	1.6 Account Number 01-84-84840510-1501	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$30,000.00
1.9 Contracting Officer for State Agency Lindsey M. Stepp, Commissioner		1.10 State Agency Telephone Number (603) 230-5006	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory E.J. Powers, Executive Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>4/3/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace SUSAN M. WALKER, Notary Public State of New Hampshire My Commission Expires May 18, 2021			
1.14 State Agency Signatory  Date: <u>4/6/18</u>		1.15 Name and Title of State Agency Signatory Lindsey M. Stepp, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/25/18</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.

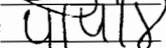
14. INSURANCE.

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.

Contractor Initials 
Date 

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.

Contractor Initials

Date

Handwritten signature and date.

EXHIBIT A

SCOPE OF SERVICES

1. SERVICES

The Contractor shall provide to the State the strategic communications and public relations services identified and more particularly described in EXHIBIT F, "Communications Proposal dated April 4, 2018," including, but not limited to ongoing strategic communications services.

2. ADDITIONAL SERVICES

The State may request that the Contractor provide design and production services. All design and production services will be estimated by the Contractor prior to initiation with prior written approval of the State necessary to begin.

3. POINTS OF CONTACT

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

The Contractor's Point of Contact is:

E.J. Powers
Executive Vice President
Montagne Communications
814 Elm Street, Suite 205
Manchester, NH 03101
(603) 644-3200
epowers@montagnecom.com

The State's Point of Contact is:

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

EXHIBIT B

CONTRACT PRICE, METHOD OF PAYMENT, AND TERMS OF PAYMENT

1. PRICE LIMITATION

The total of all payments authorized or actually made by the State under this Agreement shall not exceed \$30,000.

2. COMPENSATION

2.1 The Services performed by the Contractor shall be performed at the hourly rate of \$125.

2.2 The hourly rate shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in connection with the performance of the Services under this Agreement, and shall be the only and the complete compensation to the Contractor for the Services. The State will not be responsible for any travel or out-of-pocket expenses incurred by the Contractor in connection with the performance of the Services under this Agreement.

2.3 The Contractor may submit monthly invoices to the State based on the hourly rate, provided that, within those months, the Contractor performed Services.

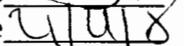
3. INVOICING

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

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

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

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

4. OVERPAYMENTS TO CONTRACTOR

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

5. CREDITS

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

Handwritten signature and date in black ink. The signature is stylized and appears to be 'JA'. The date is written as '11/1/18'.

EXHIBIT C

SPECIAL PROVISIONS

1. CONFLICT OF INTEREST

The Contractor represents and warrants that the Contractor has no business, professional, personal, or other interest that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, the Contractor shall immediately inform the State in writing of such conflict. Notwithstanding any provision of this Agreement to the contrary, if, in the reasonable judgment of the State, such conflict poses a material conflict to or with the performance of the Contractor's obligations under this Agreement, the State may terminate this Agreement immediately after giving the Contractor notice of termination. In the event of such a termination, Contractor shall be entitled only to payment for work actually performed up to the date of the notice of termination.

2. REFERENCE AND BACKGROUND CHECKS

The State may, at the Contractor's expense, conduct reference and background screening of the Contractor's personnel. Subject to applicable laws and regulations, the State shall maintain the confidentiality of any background screening results.

3. USE OF STATE'S INFORMATION, CONFIDENTIALITY

In performing its obligations under this Agreement, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information deemed confidential and privileged under RSA 21-J:14 and/or information exempted from public disclosure under RSA Chapter 91-A (see e.g. RSA Chapter 91-A:5 Exemptions). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of this Agreement, except as directly connected to and necessary for the Contractor's performance under this Agreement.

4. STATE'S PROPERTY

All materials including artwork, mechanicals, computer graphics and software that is commissioned by the State, produced exclusively for the State and paid for by the State, excluding any items or Services procured on behalf of the State without unlimited usage rights, shall become the exclusive property of the State.

5. LIMITATION OF LIABILITY

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the Price Limitation set forth in Form P-37, block 1.8.

Handwritten initials and date.

6. TERMINATION FOR CONVENIENCE

Notwithstanding any provision of this Agreement to the contrary, the State may, at its sole discretion, terminate this Agreement for convenience by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price for Services provided prior to the date of termination.

7. CHANGE OF OWNERSHIP

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under this Agreement with the Contractor, its successors or assigns for the full remaining term of this Agreement; continuing under this Agreement with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate this Agreement without liability to the Contractor, its successors or assigns.

8. TERMINATION PROCEDURE

- 8.1 In the event of an early termination of this Agreement for any reason other than the completion of Services, the State, in addition to any other rights provided in this Agreement (including those in Form P-37, block 10), may require the Contractor to deliver to the State any property of the State, including without limitation, artwork, mechanicals, computer graphics, and software.
- 8.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:
- a. Stop work under this Agreement on the date, and to the extent specified, in the notice;
 - b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and call claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - c. Take such action as the State directs, or as necessary to preserve and protect the property related to this Agreement which is in the possession of the Contractor and in which the State has an interest;


Date 4/11/8

- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- e. Provide written Certification to the State that the Contractor has surrendered to the State all said property; and
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

9. SURVIVAL

The terms, conditions and warranties contained in this Agreement that by their context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

EA
04/18

EXHIBIT D

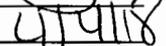
STATE CONFIDENTIAL INFORMATION

The Contractor acknowledges that its performance of this Agreement includes access to State Confidential Information, including, but not limited to, any information obtained from the State's records, files, or returns, that is subject to state or federal laws/rules restricting the access, use, and disclosure of confidential information, including, but not limited to, RSA 21-J:14 and Internal Revenue Code Sections 7213 and 7213A. The Contractor also acknowledges that its access to State Confidential Information is subject to EXHIBIT E – State Policy No. 16-007, “Contractor Disclosures of Taxpayer and Department Information,” and EXHIBIT C – Special Provisions, which are incorporated herein by reference. The Contractor shall ensure that every employee or subcontractor with access to State Confidential Information has read, understands, and has signed State Policy No. 16-007, “Contractor Disclosure of Taxpayer and Department Information,” and shall provide copies of the signed document upon request of the State.

The Contractor agrees to hold and maintain State Confidential Information in strictest confidence for the sole and exclusive benefit of the State. The Contractor shall not use State Confidential Information except for the purpose of performing its obligations under this Agreement, and shall not disclose State Confidential Information in any manner to any person without prior written approval of the State. The Contractor shall immediately notify the State upon request for any State Confidential Information, regardless of whether disclosure is permitted or required by judicial decree or state or federal laws/rules. The Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

The Contractor shall implement, maintain, and use safeguards to protect State Confidential Information from any unauthorized use or disclosure in at least the same manner and to the same degree the Contractor protects its own confidential information. The Contractor shall carefully restrict access to State Confidential Information to the Contractor's personnel engaged in the Services, and shall advise those persons that they are prohibited from using State Confidential Information except for the purpose of performing the Contractor's obligations under this Agreement, and from disclosing Confidential Information. It is unlawful for any officer or employee of the Contractor willfully to disclose Confidential Information to any person. Any violation of RSA 21-J:14 or Internal Revenue Code Sections 7213 or 7213A is punishable upon conviction by a fine or imprisonment or both.

In the event of any unauthorized use or disclosure of State Confidential Information, the Contractor shall immediately notify the State both orally and in writing. The State shall investigate whether an offense has been committed in accordance with EXHIBIT E – State Policy No. 16-007, “Contractor Disclosure of Taxpayer and Department Information,” which is incorporated herein by reference. Any such offense is an Event of Default under this Agreement. The Contractor's failure to immediately notify the State both orally and in writing of any unauthorized use or disclosure of Confidential Information is also an Event of Default, regardless of whether the State determines that an offense has been committed. Upon the occurrence of an

Event of Default, the State may immediately treat this Agreement as breached and pursue any remedies at law or in equity or both.

If any provision of this Exhibit conflicts with any provision of this Agreement, the provision of this Exhibit shall govern.

EXHIBIT E

STATE POLICY NO. 16-007

Contractor Disclosures of Taxpayer and Department Information

NOTE: This Policy and Procedure is intended for the use of the Department of Revenue Administration and its contractors and vendors and is not intended to establish any higher standard of care in any civil or criminal court proceeding or action than is otherwise provided by applicable state or federal law.

I. Purpose

The purpose of this Policy and Procedure is to set forth the policy for required contractor contract terms relevant to the disclosure of taxpayer and Department of Revenue Administration (DRA) information, the procedure for a contractor to report disclosures of taxpayer or DRA information, and the investigatory procedure when a contractor disclosure incident is reported.

This Policy on Contractor Disclosure of Taxpayer and DRA Information ("Policy") shall be read in a manner that is consistent with state and federal law, including RSA 21-J:14 and Internal Revenue Code Sections 7213 and 7213A, as well as state administrative rules governing both the confidentiality of taxpayer information and procurement, and all relevant contracts including contracts for the exchange of information with the federal government and other states. In instances where this policy conflicts with the aforementioned authorities, those authorities shall govern.

For purposes of this Policy, the term "contractor" shall mean any individual or organization, including employees and subcontractors, that the DRA contracts with for the provision of goods or services that does or may have access to any DRA information, including taxpayer records, files, returns, or return information. The term shall include any employee of a temporary employment or staffing agency assigned to work at the DRA.

II. Policy

Any DRA information, including taxpayer records, files, returns, or return information contained in the records of the DRA or the contractor, or developed by the contractor through its activities on behalf of the DRA, is confidential and privileged pursuant to RSA 21-J:14, even in instances where identical information is public information in another individual's or organization's records. The use of such confidential information for purposes other than for tax administration on behalf of the DRA is a violation of New Hampshire RSA 21-J:14 and, when federal tax information is involved, United States Internal Revenue Code (IRC) Sections 7213 and 7213A. A willful violation of RSA 21-J:14 constitutes a class A misdemeanor, punishable in accordance with RSA 626:2. A willful violation of IRC Sections 7213 and 7214A may constitute up to a felony. An impermissible disclosure includes, but is not limited to: (1) disclosing taxpayer information or DRA records or files to an individual or entity not authorized to receive it


Date

under RSA 21-J:14; (2) accessing taxpayer information or DRA records or files that exceeds what is necessary for the contractor to perform the services the contractor has been contracted to provide the DRA (each contractor employee shall access only that information that is necessary to perform that employee's individual job duties); (3) comingling taxpayer information or DRA records or files with any other files or records of the contractor; and (4) misusing, abusing, losing, or damaging the DRA's records or information, including the failure to safeguard records, files, returns, or return information contained in the records of the contractor, or developed by the contractor.

The severity of an impermissible disclosure will depend upon the extent to which the disclosure may compromise the DRA's proprietary information, the extent and type of information lost or destroyed, whether the impermissible disclosure was made for personal gain, the extent to which the loss of information impacts the DRA, the extent of the risk of identity theft, the failure to encrypt or protect passwords, the failure to cooperate in the investigation, the failure to report any known or suspected impermissible disclosure, and the number of previous impermissible disclosures by the contractor.

It is the policy of the DRA that contracts include provisions addressing the contractor's obligations with respect to taxpayer and DRA information as outlined below. It is also the policy of the DRA that impermissible contractor disclosures of taxpayer or DRA information are to be reported and investigated in accordance with the procedures below.

III. Procedures

A. REPORTING DISCLOSURE INCIDENTS

1. When a contractor knows or suspects that an impermissible disclosure has been made by the contractor or one of the contractor's employees or subcontractors, the following procedure shall govern:

- a. The contractor shall immediately report the incident to the DRA.
- b. The DRA employee that receives the report shall immediately notify the Assistant Commissioner of the incident and all facts and documentary evidence provided by the contractor.

2. When a DRA employee receives notification or other information from anyone other than the contractor indicating that an impermissible disclosure has or may have been made by the contractor or one of the contractor's employees or subcontractors, the following procedure shall govern:

- a. The DRA employee that receives the notification or other information indicating that an impermissible disclosure has or may have occurred shall immediately notify the Assistant Commissioner of the incident and all facts and documentary evidence provided by the person reporting the incident.

- b. The Assistant Commissioner shall immediately notify the contractor that a potential disclosure incident has been reported and that an investigation shall be conducted.

B. INVESTIGATING REPORTED INCIDENTS

When the Assistant Commissioner's Office receives a report of an incident, the following procedure shall govern:

1. The Assistant Commissioner shall review the information and documents provided by the reporting party and request that the Internal Auditor conduct an investigation of the incident.
2. The Internal Auditor shall interview the contractor, any employee or subcontractor of the contractor, and any other individual believed to have information relating to the incident. The Internal Auditor shall request:
 - i. All documentation concerning the incident;
 - ii. The names of all employees or other individuals believed to have knowledge of the incident; and
 - iii. Any further information that the Internal Auditor deems necessary to evaluate the incident.
3. The Internal Auditor shall conduct any further research and interviews necessary to investigate the incident.
4. At the close of the investigation, the Internal Auditor shall complete and sign a Vendor Disclosure Investigation Report ("VDIR") and submit the completed VDIR to the Assistant Commissioner's office.
5. Upon receipt of the completed and signed VDIR from the Internal Auditor, the Assistant Commissioner shall review the VDIR and determine whether the VDIR contains enough information to determine whether the incident was an impermissible disclosure. If the VDIR requires further information, the Assistant Commissioner shall refer it back to the Internal Auditor with written instructions on the additional information required. The Internal Auditor shall file the requested additional information with the Assistant Commissioner upon obtaining the requested information.
6. Once the VDIR is complete, the Assistant Commissioner shall perform an analysis to determine whether an impermissible disclosure has occurred. If an impermissible disclosure has not occurred, the Assistant Commissioner shall so notify the contractor. If an impermissible disclosure has occurred, that finding shall be issued and referred to Revenue Counsel for consultation on the appropriate response.

EXHIBIT F

COMMUNICATIONS PROPOSAL DATED April 4, 2018


4/4/18

RECAP



Communications Audit

DRA engaged Montagne Communications to assist with a full external communications audit to serve as the foundation for a detailed communications plan and communication tactics moving forward.

Methodology

- Discovery session with DRA to determine internal perception and goals
- Assessment of communication to key audiences through interviews with stakeholders - M&R operators, CPAs, accountants
- Evaluation of DRA's communications vehicles - presentations, website, flyers, e-blasts, letters, reports, TIRs

Deliverables

- Full audit presentation with recommendations for improved content, communication vehicles, protocol and execution
- 2018 Communications Plan outline
- Media list (for Montagne media distribution and outreach)



Communications Plan in Action

Following the Communications Audit presentation, DRA and Montagne determined priorities and agreed on a calendar of initiatives. During January, February and March, Montagne delivered the following:

Influencer Grid

- Includes contact information for key elected officials, Chambers of Commerce, associations and law/CPA/accounting groups

Communications Calendar

- Month-by-month plan of initiatives with tactics and ownership

Press Release: Announcing Lindsey as new commissioner

- Input call, press release drafting, statewide and regional media distribution and follow up, media interview coordination, coverage placement

Press Release: Top 10 tips for filing taxes

- Press release drafting, statewide media distribution and follow up, coverage placement (still in progress)



2018 First Quarter Results

Total Volume of Clips: 53

Total Impressions: 106,408

The total number of print subscriptions and broadcast viewership where articles appeared in print

Total Unique Visitors: 32,361,851

The total number of new monthly visitors to websites where articles appeared online

Total Ad Value: \$299,347

The total value of article space or airtime for online, print and broadcast coverage



Highlights

AP **NH BUSINESS REVIEW** **BUSINESSNH**

CONCORD **MONITOR** **WMUR** **NH1**

The **Laconia Daily Sun** **NEW HAMPSHIRE** **UNION LEADER**

- Coverage generated by press releases and media follow up appeared in statewide and local media including Business NH Magazine, NH1, Concord Monitor and more.
- Lindsey participated in phone interviews on behalf of DRA including Union Leader, Bloomberg Law Tax Notes and more.
- Associated Press published an article from the commissioner announcement, which was published by 26 additional national media sources including Washington Times, US News & World Report and more.



Budget Breakdown

Based on the communications audit and status report, we have identified the following initiatives to take us through the remainder of FY 2018:

- Assistant commissioner announcement
- Tax reform legislation
- Stakeholder communication
- Low & Moderate Income Homeowners Property Relief applications
- Technology development initiatives

Given the volume of work in FY 2018, priorities identified in the Communications Audit and flexibility for unexpected opportunities, we estimate \$30,000 would be sufficient to support this work through FY 2019.

State of New Hampshire

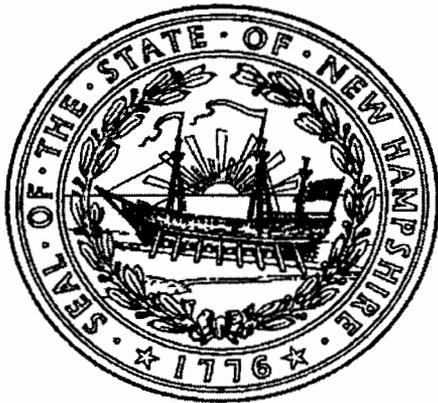
Department of State

CERTIFICATE

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

Business ID: **576010**

Certificate Number: **0004076941**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th 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 Authority

Partnership Certification of Authority

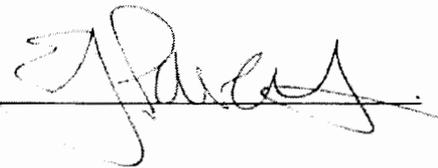
I, EJ Powers, hereby certify that I am the General Partner of
(Name)

Montagne Communications a general partnership under RSA 304-A. I certify
(Name of Partnership)

that I am authorized to bind the partnership.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership and the authority has not expired or been revoked.

DATED: 2/18/18

ATTEST: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2018

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 Wieczorek Insurance 166 Concord St. Manchester NH 03104	CONTACT NAME: Donna Deyo	
	PHONE (A/C, No, Ext): (603) 668-3311 FAX (A/C, No): (603) 668-8413 E-MAIL ADDRESS: donna@wizinsurance.com	
INSURED Montagne Communications, LLC 814 Elm Street Suite 205 Manchester NH 03101	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Peerless Indemnity	18333
	INSURER B: Liberty Mutual	24198
	INSURER C: Axis Insurance	37273
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: **17-18 AI** REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		BZA57101714-18	5/21/2017	5/21/2018	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/>		US057101714-18	5/21/2017	5/21/2018	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		<input checked="" type="checkbox"/>				\$
	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"/> Y / <input checked="" type="checkbox"/> N / A				PER STATUTE
							OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability			ECN000030991701	05/25/2017	05/25/2018	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is named as Additional Insured with regards to liability if required by signed written contract or agreement. 30 day Cancellation notice exception: 10 days notice applies for non-payment of premium and/or substantial increase in hazard. Policy BZA57101714-18 includes Business Personal Property in the amount of \$8,948 at Replacement Cost cause of loss Special Form with 100% co-insurance

CERTIFICATE HOLDER NH Department of Revenue Administration 109 Pleasant St. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Robert Wieczorek/DMD 

© 1988-2014 ACORD CORPORATION. All rights reserved.