



STATE OF NEW HAMPSHIRE
DEPARTMENT of CULTURAL RESOURCES

Division of Historical Resources, State Council on the Arts,
State Library, Film & Television Office,
Commission on Native American Affairs (administratively attached)

20 Park Street
Concord, New Hampshire 03301



MICHAEL YORK
Acting Commissioner
michael.york@dcr.nh.gov

TEL: 603-271-2397
FAX: 603-271-6826
www.nh.gov/nhculture

October 25, 2016

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House Concord, NH 03301

REQUESTED ACTION

The Department of Cultural Resources, New Hampshire State Library, requests authorization to make a one-time payment to COSLINE, (Vendor Code 154755), in the amount of \$20,845.45 for the Cooperative Library Services and Technology Act Evaluation. 100% Federal Funds.

Funds are available in the account titled Federal Library Programs as follows:

	<u>FY 2017</u>
01-34-340510-7180000-102-500731 Contracts for Program Services	\$20,845.45

EXPLANATION

The Council of State Library Agencies in the Northeast (COSLINE) is a consortium of eleven State Libraries in the Northeast. By joining together they are able increase their buying power and offer better pricing of services to their member libraries.

Every five years the institute of Museum and Library Services (IMLS) requires all 50 State Libraries to evaluate their Library Service and Technology Act programs. COSLINE, under the authorization of the members, published a request for proposals to conduct the evaluation and prepare the final reports required by IMLS. Results were received and evaluated by the eleven state librarians. QualityMetrics LLC of Maryland was selected to perform this evaluation process and prepare the final report to the federal government for each of the participating State Libraries.

This invoice represents New Hampshire's share of the competitively bid contract.

Respectfully submitted

Kathleen M. Stanick
for Michael York
Acting Commissioner

**Council of State Library Agencies In
The Northeast**

INVOICE

20 Park Street
Concord, NH 03301
Phone (603) 271-2397 Fax (603) 271-6826

PO Number : 3485963
Invoice Number : COS 101

TO:
New Hampshire State Library

Date: 10/1/16
FOR:
LSTA FIVE YEAR EVALUATION CONSULTING
SERVICE

DESCRIPTION	AMOUNT
LSTA Five Year Evaluation Consulting Service	\$ 20,845.45
TOTAL	\$ 20,845.45

Make all checks payable to: COSLINE
If you have any questions concerning this invoice, contact Michael York at 271-2397.

Thank you!

Council of State Library Agencies in the Northeast (COSLINE) Professional Services Contract

This contract is by and between the Council of State Library Agencies in the Northeast hereinafter referred to as COSLINE and QualityMetrics LLC, Library Consultants, a Maryland company, hereinafter called the CONSULTANTS.

1. Effective Date and Duration

This contract shall become effective on the date at which every party has signed this contract. Unless earlier terminated or extended, this contract shall expire on April 30, 2017. However, such expiration shall not extinguish or prejudice COSLINE's right to enforce this contract with respect to:

- (i) any breach of a CONSULTANTS warranty; or
- (ii) any default or defect in CONSULTANTS performance that has not been cured.

2. Statement of Work

The statement of work to be performed is contained in COSLINE's Request for Proposal/Project Description (RFP) released by COSLINE on June 21, 2016, and in the CONSULTANTS' response entitled "Response to the Cooperative Library Services and Technology Act Five-Year Plan Evaluation 2013-2017: Council of State Library Agencies in the Northeast (COSLINE)," which was submitted to COSLINE on July 18, 2016. The RFP and the CONSULTANTS' proposal are attached hereto and by this reference are made a part hereof. The proposal includes eleven states and the proposed payment schedule may be adjusted if necessary to accommodate the needs of associates to be paid for work performed in a timely fashion based on communication with Michael York, New Hampshire State Librarian and Acting Commissioner, Department of Cultural Resources.

3. Consideration

COSLINE agrees to pay the CONSULTANTS the sum of \$ 229,300 for accomplishing the work required by this contract. The maximum, not-to-exceed compensation payable to the CONSULTANTS under this contract, which includes any and all allowable expenses, is \$ 229,300.

Interim payments to the CONSULTANTS shall be made only in accordance with the schedule and requirements described in Exhibit A.

4. Terms and Conditions

1. Independent CONSULTANTS

The CONSULTANTS shall perform the work required by this contract as an independent contractor. Although COSLINE reserves the right:

- (i) to determine (and modify) the delivery schedule for the work to be performed and,
 - (ii) to evaluate the quality of the completed performance,
- COSLINE cannot and will not control the means or manner of the CONSULTANTS' performance. The CONSULTANTS are responsible for determining the appropriate means and manner of performing the work.

2. Subcontracts and Assignment; Successors in Interest

CONSULTANTS shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of COSLINE. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

3. No Third Party Beneficiaries

The COSLINE and the CONSULTANTS are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract

4. Termination

This contract may be terminated at any time by mutual consent of both parties, or by COSLINE upon 30 days' notice, in writing and delivered by certified mail or in person if:

- (i) The CONSULTANTS fails to provide services called for by this contract within the time specified herein or any extension thereof; or
- (ii) The CONSULTANTS fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COSLINE, fails to correct such failures within 14 calendar days or such other period as COSLINE may authorize or require.

Upon receiving a notice of termination, the CONSULTANTS shall immediately cease all activities under this contract, unless expressly directed otherwise by COSLINE in the notice of termination. Further, upon termination, CONSULTANTS shall deliver to COSLINE all contract documents, information, works in-progress and other property that are or would be deliverables had the contract been completed. Upon termination, CONSULTANTS shall be entitled to retain progress payments previously made, but COSLINE shall have no further liability.

5. Records Maintenance: Access

The CONSULTANTS shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, the CONSULTANTS shall maintain any other records pertinent to this contract in such a manner as to clearly document the CONSULTANTS' performance hereunder. The CONSULTANTS acknowledge and agree that COSLINE and their duly authorized representative shall have access to such fiscal records and to all other books, documents, papers, plans and writings of the CONSULTANTS that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. All such fiscal records, books, documents, papers, plans, and writings shall be retained by CONSULTANTS and kept accessible for a minimum of five years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.

6. Compliance with Applicable Law

The CONSULTANTS shall comply with all federal, state and local laws and ordinances applicable to the work under this contract.

7. Choice of Law and Forum Governing Law:

This contract shall be governed by and construed in accordance with the laws of the State of Connecticut. The contractor agrees to be bound by the laws of the State of Connecticut and the federal government where applicable and agrees that this agreement shall be construed and interpreted in accordance with Connecticut law and federal law where applicable.

8. Indemnity

CONSULTANTS shall defend, save, hold harmless, and indemnify COSLINE, its officers, employees, agents, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of CONSULTANTS or its officers, employees, subcontractors, or agents under this contract.

9. Ownership of Work Product

All work products of the CONSULTANTS that result from this contract ("the work products") are "works made for hire" under the copyright laws of the United States and COSLINE shall have the exclusive ownership rights therein.

10. Force Majeure

Neither COSLINE nor the CONSULTANTS shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, COSLINE's or the CONSULTANTS' reasonable control. The CONSULTANTS shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

5. Travel and Other Expenses

No reimbursement other than that which is included in the not-to-exceed compensation of \$ 229,300 will be provided to the CONSULTANTS for all work excluding those services specifically described as being optional.

6. Amendments

The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

Approved by COSLINE

Approved by the CONSULTANTS

Michael York
signature

Michael York
print or type name

Treasurer
title

8/15/16
date

Martha Kyrillidou
signature

MARTHA KYRILLIDOU
print or type name

Principal
title

8/15/2016
date

APPENDIX A

Payment Schedule

The CONSULTANTS will invoice COSLINE in the following manner. All payments will be made promptly upon certification by the New Hampshire State Librarian that work is progressing as outlined in the Consultants Proposal:

1. On or about November 30, 2016, the CONSULTANTS will invoice COSLINE for \$32,000 as a progress payment.
2. On or about December 30, 2016, the CONSULTANTS will invoice COSLINE for \$32,000 as a progress payment.
3. On or about January 31, 2017, the CONSULTANTS will invoice COSLINE for \$32,000 as a progress payment.
4. On or about February 28, 2017, the CONSULTANTS will invoice COSLINE for \$32,000 as a progress payment.
5. On or about March 30, 2017, the CONSULTANTS will invoice COSLINE for \$32,000 as a progress payment.
6. On or about April 30, 2017, the CONSULTANTS will invoice COSLINE for \$32,000 as a progress payment.
7. On or about May 15, 2017, the CONSULTANTS will invoice COSLINE for \$37,300 upon certification by the New Hampshire State Librarian that the project has been completed to the satisfaction of all eleven states.as a progress payment.

CONSULTANTS' Data and Certification

Name of Contractor: QualityMetrics LLC, Library Consultants

Address 1404 Flora Lane, Silver Spring, MD 20910

Business Designation: LLC sole proprietor

Federal Tax ID #: 81-1741633

Certification: Under penalties under perjury, do hereby certify that:

- (a) the number shown on this form is my correct taxpayer ID
- (b) I am not subject to backup withholding.

Signature and Title of Authorized Contractor Representative

Martha Kyrillidou

signature

Principal
title

MARTHA KYRILLIDOU

print or type name

PRINCIPAL
print title

8/15/2016

date

The Following State Libraries have agreed to be part of this group and pay \$20,845.45 COSLINE for the work done by Quality Metrics on their behalf in accordance with the contract.

Connecticut

Maine

Maryland

Massachusetts

New Hampshire

New Jersey

Pennsylvania

Rhode Island

Vermont

Washington, DC

West Virginia