24 Sole

New Hampshire Employment Security
www.nhes.nh.gov
"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE
32 SOUTH MAIN STREET
CONCORD, NH 03301-4857

GEORGE N. COPADIS, COMMISSIONER
RICHARD J. LAVERS, DEPUTY COMMISSIONER

February 12, 2014

Sole Source

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a **sole source** contract with William A. Reichert (VC# 257868), Eliot, ME in the amount not to exceed $20,000.00 for IT consultation services during NHES's move to the Tobey facility from the date of Governor and Council approval through June 30, 2014. 100% Federal funds.

		FY 2014
02 - 27 - 27 - 270010 - 8041	**DEPT OF EMPLOYMENT SECURITY**	
10 - 02700 - 80410000 - 046 - 500466	IT Consultant - Non Benefited	$ 20,000.00

Vendor Code: 257868 William A. Reichert
RQ #: 144435

EXPLANATION

NHES is requesting approval of the attached **sole source** contract for IT consultation services during NHES's move to the Tobey facility. William A. Reichert is the recently retired Technical Support Specialist VI who had a 23 year career at NHES and is the only individual with the level of detailed and intricate knowledge of NHES setup and operations sufficient enough to help ensure a smooth transition. Mr. Reichert has extensive knowledge and training in the network technologies (i.e. VoIP, Video Conferencing, Carrier Ethernet, Network Design, etc.) and agency security that is utilized within NHES. While NHES has received assurances from DoIT that substantial knowledge transfer took place prior to Mr. Reichert's retirement to provide adequate support for resolving day to day issues, the move to the Tobey facility is an incredibly complicated undertaking from an IT perspective. NHES is consolidating four separate locations and we need to be confident that we will be able to minimize any disruption to the services we are able to provide to the public in their ability to file unemployment claims on our web based filing system and also reaching agency staff on our VoIP phone system. In order to ensure the IT fit-up of the Tobey facility is done correctly then Mr. Reichert's services are critical.

Mr. Reichert is the designer and implementer of the current NHES network throughout 14 different locations, and is the architect of the new layout and network that will be implemented into the new NHES Tobey facility. DoIT is currently working on filling Mr. Reichert's vacated position.

If this contract is not approved this will jeopardize the transition of four locations and over 230 employees who support the unemployed citizens of New Hampshire and employers who pay taxes to New Hampshire.

Approval of this contract will help ensure NHES network and telecommunications functionality will continue without issue during the transition from four separate buildings to the renovated Tobey facility. The contract total of $20,000.00 is for the period beginning upon Governor and Council approval through June 30, 2014.

Respectfully submitted,

George N. Copadis
Commissioner

GNC/jdr

Print Form

Subject: William Reichert IT Consult Project

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Employment Security	1.2 State Agency Address 32 South Main Street, Concord, NH 03301
1.3 Contractor Name William A. Reichert VC #257868 B001	1.4 Contractor Address 27 Ambush Rock Road, Eliot, Maine, 03903
1.5 Contractor Phone Number 207-451-7786 1.6 Account Number 010-027-8041-0046-0466	1.7 Completion Date June 30, 2014 1.8 Price Limitation $20,000.00
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner	1.10 State Agency Telephone Number 603-228-4000
1.11 Contractor Signature WAR	1.12 Name and Title of Contractor Signatory William A Reichert

1.13 Acknowledgement: State of Maine, County of York

On 2/10/2014, 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

JOANNE M. SMALL exp 02.23.2014

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory George N. Copadis, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Sara J Willingham Acting Director, On: 2/11/14

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: On: 2/12/14

1.18 Approval by the Governor and Executive Council

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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

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

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

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

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

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

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

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

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

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

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

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Date 2-11-14

EXHIBIT A

SCOPE

This document defines specific services, and/or transportation necessary to provide all phases of IT consultation services supplied by William Reichert for NH Employment Security.

DESCRIPTION OF WORK

William A. Reichert, hereafter referred to as Contractor, will provide IT consulting and IT services as needed and as defined by NH Employment Security (NHES). Contractor may be required to travel in order to provide such services.

Services will include but are not limited to:

- Help coordinate and implement any and all IT issues associated with Tobey move, as needed.
- Administer NHES Network by maintaining, monitoring, evaluating and analyzing communications network performance.
- Oversee resolution of Wide Area Network problems and issues to ensure minimum downtime; coordinate with vendor to finalize technical solutions.
- Coordinate design of Tobey networking solutions and coordinate with management to assure network functionality, capacity, performance, and availability.
- Plan, manage, and perform installation/upgrade of network infrastructure to enable users to access client/server and internet systems.
- Research technical material to develop solutions to problems; forecast potential problems and identify long-term solutions.
- Coordinate with technical staff in operation and tuning of hardware and data communications links, and peripherals, to ensure minimum service interruptions.
- Develop and maintain accurate documentation of network closets, patch panels and devices in order to minimize downtime.
- Consult network personnel for state agencies to resolve system outages.
- Install and maintain vendor-supplied operating systems and subsystems.

SAFETY

Safety and protection of NH Employment Security personnel and property is of utmost concern. All work will be conducted to interfere as little as possible with NH Employment Security business. Contractor will, at his expense wherever necessary or required, furnish safety devices and take necessary precautions to protect life and property.

Work performed will be compliant with existing State and Federal safety regulations and standards including, but not limited to, OSHA and U.S. Department of Labor to ensure safety of worker, NH Employment Security staff and the general public.

EXHIBIT B

INVOICE

Contractor agrees to provide NH Employment Security with services indicated in Exhibit A of this agreement at prices quoted and shown below. Contractor agrees to perform services in a professional manner and to meet specifications as outlined and approved by NH Employment Security representative. Contractor work schedule will be set by NHES IT.

Contractor will invoice NH Employment Security as services are rendered. Contractor rate is fifty ($50.00) dollars per hour.

Contractor will provide services on as needed basis up to but not to exceed $20,000.00 for the duration of this agreement.

Contract not to exceed $20,000.00

Invoice must include:

- **Brief description of work done, location of work, and hours of performance.**

NHES will make payment through normal state payment process, up to 30 days following receipt of approved invoice.

Invoices will be sent to: **Helen A. Dinsmore**
NH Employment Security
32 South Main St
Concord, NH, 03301

EXHIBIT C

TERM & EXTENSION

This agreement will begin upon New Hampshire Employment Security or New Hampshire Governor and Council approval and terminate June 30, 2014.

TERMINATION

Either party may terminate this agreement at any time. Terminating party must give written notice of termination, by certified mail, at least thirty (30) days prior to effective termination date. If Contractor fails to perform services this agreement will, without notice, become void and of no effect, with no liability on the part of NH Employment Security beyond date Contractor fails to perform required services.

DAMAGE

Contractor agrees that damage to buildings, materials, equipment, grounds or other property during performance of services will be repaired at his expense. Contractor agrees to return buildings, materials, equipment, grounds or property to original or better condition and acceptance by NH Employment Security representative. Contractor agrees to obtain prior approval of NH Employment Security representative for sub-contractor performing repair work.

INSURANCE

Insurance requirements are waived for this temporary position, occupied by recently retired DOIT employee, Bill Reichert.