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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
www.nh.gov/doi

Denis Goulet  
Commissioner

July 13, 2016

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

**REQUESTED ACTION**

Authorize the Department of Information Technology, for the benefit of the Department of Revenue, to enter into a **sole source contract** with Information Builders, Inc. (Vendor #174875) of New York, NY, in the amount of \$24,976.00 for procurement of onsite consulting and development of revenue transparency reports utilizing WebFOCUS active technologies. The contract will be effective upon Governor and Executive Council approval through October 30, 2016.

Funds to support this request are available in the following accounts in State Fiscal Year 2017. **Source of funds: 100% (Agency Class 027) General Funds.**

	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME- AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC	JOB #	AMOUNT
2017	01-03-03-030010-76840000-DoIT – IT for Revenue Administration 046-500465-IT Consul-Non-Benefit	03840072	\$ 24,976.00
		<b>TOTAL</b>	\$ 24,976.00

**EXPLANATION**

This is a **sole source** contract because Information Builders is the only vendor with technical access and legal authority to maintain the software WebFOCUS and knowledge transfer. WebFOCUS is an information retrieval tool developed by Information Builders and used in business intelligence which will allow the public to filter the data, change the visualization, and select a specific output format. In addition, WebFOCUS will enable users to gain access to numerous databases and file systems through a Web browser.

The Department of Revenue is seeking to provide improved public facing transparency reports utilizing the tools that were previously purchased. On-site consulting from Information

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

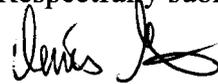
Page 2

Builders will provide knowledge transfer and mentoring to the Senior Financial Analyst to deliver reports that offer active technologies on the Department's public facing web page. Data that is not confidential will be available to the public in an interactive, dynamic form.

The Department of Revenue leverages the Information Builders' WebFOCUS software as its only business intelligence application. Information Builders will provide a senior consultant to perform comprehensive on-site training and knowledge transfer in order to build active transparency revenue reports that will benefit the public sector.

The Department of Information Technology has reviewed and approved the request for this contract and we respectfully request your approval.

Respectfully submitted,



Denis Goulet  
Commissioner

DG/mh  
2016-128  
RID 18959

*[Handwritten initials]*  
7/29



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[www.nh.gov/doiit](http://www.nh.gov/doiit)

**Denis Goulet**  
*Commissioner*

July 18, 2016

John T. Beardmore, Commissioner  
Department of Revenue Administration  
109 Pleasant Street  
Concord, NH 03301

Dear Commissioner Beardmore,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Information Builders, Inc. of New York, NY, in the amount of \$24,976.00 for procurement of onsite consulting, as described below and referenced as DoIT No. 2015-066.

The purpose of this contract is to procure onsite consulting and development of revenue transparency reports utilizing WebFOCUS active technologies. Onsite consulting from Information Builders will provide knowledge transfer and mentoring to the Senior Financial Analyst to deliver reports that offer active technologies on the Department's public facing web page. The contract will be effective upon Governor and Executive Council through October 30, 2016.

A copy of this letter should accompany the Department of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal flourish extending to the right.

Denis Goulet

DG/mh  
2016-128

CC: Karen Sampson, DoIT

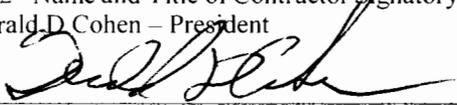
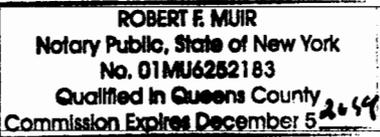
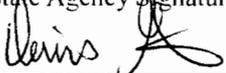
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Information Technology		1.2 State Agency Address 27 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Information Builders, Inc.		1.4 Contractor Address Two Penn Plaza New York, NY 10121-2898	
1.5 Contractor Phone Number 212-736-4433	1.6 Account Number 010 - 003 - 7684 - 0300 - 046 - 0465	1.7 Completion Date 10/30/2016	1.8 Price Limitation \$24,976.00
1.9 Contracting Officer for State Agency Michael O'Neil, Director of ASD		1.10 State Agency Telephone Number 603-230-3456	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Gerald D. Cohen - President 	
1.13 Acknowledgement: State of <u>New York</u> County of <u>New York</u> On <u>July 14, 2016</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 <u>Robert Muir - Contracts Manager - Prod. Services</u>			
1.14 State Agency Signature  Date: <u>7/19/2016</u>		1.15 Name and Title of State Agency Signatory <u>Denis Goulet</u> <u>Commissioner &amp; CIO</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director. On: _____			
1.17 Approval by the Attorney General (Form. Substance and Execution) (if applicable) By:  On: <u>7/26/2016</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

Contractor Initials DDC  
Date 7/14

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

Contractor Initials           DVC            
Date           7/14

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
2016-128 WebFOCUS Consulting Services  
EXHIBIT A - STATEMENT OF WORK**

**1. INTRODUCTION**

The State of New Hampshire ("State") desires to contract with Information Builders, Incorporated (IBI), a New York, NY corporation, to procure onsite consulting services to the Department of Revenue Administrations.

The Contract price is \$24,976.00

**2. CONTRACT DOCUMENTS**

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

- a. *State of New Hampshire Terms and Conditions, General Provisions Form P-37*
- b. Exhibit A Statement of Work
- c. Exhibit B Payment Schedule –Fixed Price
- d. Exhibit C Special Provisions
- e. Attachment 1 to Exhibit A- IBI's SOW
- f. Attachment 2 to Exhibit A- Safeguarding Language

**3. SCOPE OF SERVICES**

IBI shall provide the State the Services and Deliverables required under this Contract, as set forth Exhibit B, *Payment Schedule-Fixed Price*.

**4. TERM**

**4.1 Period of Performance**

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval.

The Contract will begin on the Effective Date and extend through October 30, 2016.

**4.2 Termination for Convenience**

Notwithstanding the foregoing, the State may terminate this Contract, at its sole discretion, for any reason upon thirty (30) days written notice to Information Builders. Upon termination for convenience, Information Builders shall refund any unused portion of the Contract to the State.

*JV*  
*7/14*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
2016-128 WebFOCUS Consulting Services  
EXHIBIT A - STATEMENT OF WORK**

**5. CONTRACT ADMINISTRATION**

**5.1 IBI CONTRACT MANAGER**

IBI shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person is:

Jay Scherr, VP of Sales –  
Government Accounts  
Information Builders, Inc.  
Two Penn Plaza  
New York, NY  
10121-2898  
Tel: 973-975-7144  
Email: [Jay\\_Scherr@ibi.com](mailto:Jay_Scherr@ibi.com)

**5.2 STATE CONTRACT MANAGER**

The State shall designate a Contract Manager who shall function as the State's representative with regard to Contract administration. This person is:

Michael O'Neil, Director of  
ASD  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301  
Tel: 603-223-5703  
Email: [Michael.Oneil@doit.nh.gov](mailto:Michael.Oneil@doit.nh.gov)

**6. STATEMENT OF WORK/DELIVERABLES/WORK PLAN**

Information Builders shall provide the Services and Deliverables described in this Contract, *including but not limited to*, the Information Builders Statement of Work dated June 6, 2016.

Information Builders will provide a senior consultant to perform comprehensive onsite training and knowledge transfer to assist with the delivery of revenue transparency reports.

**6.1 CHANGES**

Any changes or additions to the Services or Deliverables set forth in this SOW require a mutually executed Change Order describing the cost and schedule impact.

**6.2 PERIOD OF PERFORMANCE**

The period of performance will begin on the Effective Date and shall continue until all hours of service are exhausted.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
2016-128 WebFOCUS Consulting Services  
EXHIBIT A - STATEMENT OF WORK**

**7. ADDITIONAL TERMS AND CONDITIONS**

**7.1 INTELLECTUAL PROPERTY RIGHTS, AND CONFIDENTIALITY**

IBI agrees to maintain the confidentiality of, and to protect from unauthorized use, disclosure, publication, and reproduction, all confidential information of the State that becomes available to IBI in connection with its performance under the Contract. IBI shall not use any information obtained from the State during the performance of the Contract, except as is directly connected to and necessary for IBI performance under the Contract.

Any disclosure of the State's confidential information shall require prior written approval of the State. Information shall include, but not be limited to all data, record telecommunications content, studies, reports, written and software data files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. The State's confidential information includes but is not limited to information of the State that is not predetermined to be subject to public disclosure under the laws of the State of New Hampshire.

IBI shall immediately notify the State if a subpoena or other legal process is served upon IBI regarding the State's confidential information, and IBI shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the State's confidential information, IBI shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law or in equity, including, but not limited to injunctive relief.

IBI shall not disclose any information obtained from the State during the performance of the Contract, except as is directly connected to and necessary for IBI performance under the Contract.

Insofar as IBI seeks to maintain the confidentiality of its confidential or proprietary information, IBI must clearly identify in writing the information it claims to be confidential or proprietary. IBI acknowledges that the State is subject to the Right to Know Law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with applicable state and federal law, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by IBI as confidential or proprietary, the State shall notify IBI and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be IBI responsibility and at IBI sole expense. If IBI fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to IBI without liability to IBI

Title, right and interest in the IBI Proprietary hardware and software shall remain with IBI.

This section 7.1 shall survive the termination of the Contract.

**8. FORCE MAJEURE**

Neither IBI nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, block outs, riots, acts of

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War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

**9. INTERNAL ESCALATION PROCEDURE FOR DISPUTES**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Dispute Resolution Responsibility and Schedule Table**

Level	IBI	The State	Cumulative Allotted Time
First	Bill Mackey, PS BDM	Karen Sampson, IT Leader	5 Business Days
Second	John Ellison, PS VP Delivery- Eastern Region	Michael O'Neil, ASD Director	10 Business days
Third	Jay Scheer, VP Sales- Government Accounts	Denis Goulet, Commissioner	15 Business days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

**10. ASSIGNMENT, DELEGATION and SUBCONTRACTS**

IBI shall not assign, delegate or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the other party. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.

IBI shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Successor") are used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall not relieve IBI of any of its obligations under the Contract; not affect any remedies available to the State against IBI that may arise from any event of default of the provisions of the Contract; and the State will consider IBI to be the sole point of contact with regard to all contractual matters.

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including payment of any and all charges resulting from the Contract.

**11. THE CONTRACTOR'S RELATION TO THE STATE**

In the performance of the Contract, IBI is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither IBI, nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

**12. WARRANTY**

**Services**

IBI warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

**Personnel**

IBI 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. IBI will use commercially reasonable efforts to assist Client in performance of the programming specified. IBI, however, does not promise that the work can be completed for the amount estimated or within any specified time period. It is Client's responsibility to determine its data processing needs and to satisfy itself that the work ordered will meet those needs. IBI is not responsible for the selection, use of, or results obtained from work done by IBI so long as its work meets the applicable warranty. If any services do not meet the warranty set forth above, IBI will use its commercially reasonable efforts, without charge, to bring its services to the specified level. However, any other services will be on a time and materials basis. In order to obtain warranty service, the problem must be reported to IBI within ninety (90) days of delivery of the item in question.

Except for its warranty set forth above, IBI makes no other warranty express or implied. IBI disclaims any implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

In no event shall IBI be liable for any punitive, indirect, incidental, special, or consequential damages, including loss of profits, revenue, data, or use, whether in an action in contract or tort, even if IBI had been advised of the possibility of such damages. IBI's liability for damages shall in no event exceed the amount of fees paid to IBI for the relevant services giving rise to the claim. This limitation of liability does not apply nor in any way limit the parties' rights and responsibilities under section 13. INDEMNIFICATION.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
2016-128 WebFOCUS Consulting Services  
EXHIBIT B - PRICING**

**1. DELIVERABLE PAYMENT SCHEDULE.**

All charges by Information Builders, Inc under this Contract shall be at a fixed price in accordance with the schedules set forth in Table 1 below.

**2. FIXED PRICE PAYMENT SCHEDULE**

**Table 1: Payment Schedule:**

<b>Deliverables</b>	<b>Payment Amount</b>
112 hours of consulting and knowledge transfer by a Senior IBI Consultant at the rate of \$223/hour, billable monthly	<b>24,976.00</b>
<b>Total Cost</b>	<b>24,976.00</b>

Notwithstanding any other provision of this Contract, in no event shall the total payment made by the State exceed \$24,976.00

**3. PAYMENTS**

The State shall pay Information Builders, Inc. when in receipt of a correct and undisputed invoice.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
2016-128 WebFOCUS Consulting Services  
EXHIBIT C – SPECIAL PROVISIONS**

The following will replace and/or amend the corresponding provisions in the P-37, General Terms and Conditions:

1. Amend **7. PERSONNEL** to include the following:

**7.4.** 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 State of New Hampshire Department of Revenue Administration 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 Contractor employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

New Hampshire Department of Revenue Administration – Statement of Work  
**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**2016-128 WebFOCUS Consulting Services**

**Attachment 1 – IBI Statement of Work**



Information Builders,  
Inc. Two Penn Plaza  
New York, New York 10121-2898  
Tel: (212) 736-4433

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**STATEMENT OF WORK**

This Statement of Work sets forth the services to be provided hereunder ("Services") pursuant to the terms and conditions of the End User License Agreement ("Agreement") dated July 14, 2016 between Information Builders, Inc. ("Contractor") and State of New Hampshire Department of Revenue Administration ("State") and which terms and conditions are incorporated herein by reference.

**PROJECT APPROACH**

State has sought the assistance of Contractor's Professional Services personnel ("Consultants") to provide WebFOCUS mentoring in various aspects of application development (the "Project"). Information Builders Consultant(s) will provide knowledge transfer and mentoring for the Project. Mentoring and support shall be delivered to assist with the delivery of revenue transparency reports which will be public facing. The Consultant(s) shall work at the direction of the State's project manager who shall manage and direct the Project in accordance with its own project and/or implementation methodology. The State will coordinate all Contractor and State resources during the Project. Advice and guidance provided hereunder is not intended to replace or achieve more formal end user and technical training of Client's Users, which is separately available from Contractor.

Contractor will provide State with one (1) Consultant, in the role identified below to work full-time as a part of State's project team (the "Project Team") at State's Concord, NH facilities, or such other designated facilities as the parties may agree. The Consultant shall augment and support the Project Team, at the direction of the State's Project Manager, commencing on the effective date and continuing for an anticipated period of three (3) weeks.

**STATE RESPONSIBILITIES**

State acknowledges that it has a number of responsibilities and obligations that it must fulfill before Contractor is able to successfully perform its obligations hereunder. State's responsibilities and obligations include but are not limited to the following:

1. Prior to the start of the Project, workspaces, computers, and telephone access will be available for all Contractor staff assigned to the Project. Specifically, State is responsible for providing the following: office space, workstations, network logon ID(s) and system access for each consultant, as necessary to complete the Project. Also required is telephone access with local and long distance dialing capabilities, internet access for email communication and access to a network printer. Such facilities, equipment and access shall be comparable to what State provides its own employees.
2. State shall be responsible for ensuring the necessary prerequisite background training, qualifications and availability of its staff for mentoring in accordance with the scheduled billable time of the Contractor consultant(s).
3. State has established and is responsible for maintaining the appropriate development environment(s).
4. The parties acknowledge that in the course of their business relationship and in the provision of Professional Services, that Contractor shall not have or receive any State customer or



personal information that can be used to identify an individual as part of their normal course of business dealings. It will be State's responsibility to assess the necessity of providing such information to Contractor on a case by case basis and in the event that State deems it necessary, then State and Contractor shall agree as to the method and means of its dissemination and timely removal. To the extent State is providing test data to Contractor, such data shall have any such customer or personal information removed or redacted unless the parties otherwise agree in writing.

**PROJECT STAFFING**

Contractor will assign the following resource(s) to work as part of the State's project team:

1. Senior Consultant

Contractor will schedule the appropriate resource(s) upon execution of this Statement of Work. A two to three week notice may be necessary.

**PAYMENT TERMS**

All Services related to this Project, as outlined in this Statement of Work, shall be performed on a time and materials basis. Services are estimated and billed on an hourly basis, based upon an eight (8) hour workday per Consultant and a forty (40) hour workweek per Consultant. The applicable billing rate for the Consultant shall be at the rates shown below per Consultant per hour. Any and all hours in excess of ten (10) hours per day per Consultant or fifty (50) hours per week per Consultant require the prior written consent of Contractor; however, all hours worked will be billed to and paid by State. All overtime shall be billed at the same hourly rate per Consultant as regular time for such Consultant.

Resource Level	Hourly Rate (US\$)	Hours	Total (US\$)
Senior Consultant	\$223	112	\$24,976
<b>Total Estimated Fees</b>			<b>\$24,976</b>

The estimated consulting hours provided above is for budgeting purposes only and should not be construed as a fixed price quotation. In the event additional hours are required, Contractor will extend these services subject to the availability of personnel, on a time and materials basis, upon receiving written authorization from State.

Payment: All fees and charges shall be billed on a monthly basis and such bills shall be due and payable upon receipt. All invoices shall be provided to:

State's Name: Dept. of Information Techno.  
 State's Address: 109 Pleasant Street  
 City, State, Zip: Concord, NH 03301  
 Attn: Name: Karen Sampson  
 Phone Number: 603 230-5990  
 Email Address: Karen.Sampson@doit.nh.gov

State shall inform Contractor promptly in writing if it changes the person to whom invoices should be sent. State agrees that invoices are due and payable upon receipt.

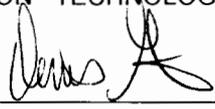
State shall be solely responsible for payment of any sales taxes (but expressly not for taxes on Contractor's income, employee benefits, employee, officer, director or affiliate salaries or other compensation or for licenses or other governmental permits required in order for Contractor to do business generally) associated with Contractor's provision of the Services; should Contractor be required to pay any taxes or other incidental charges associated with the provision of the Services outlined in this Statement of Work, then such taxes or other charges shall be billed to and paid in full by State.

Miscellaneous: All pricing is valid through October 30, 2016 for the Services performed hereunder provided that this Statement of Work is executed on or before August, 2016.

The Effective Date of this Statement of Work shall be upon Governor and Council Approval.

**Executed By:**

NEW HAMPSHIRE DEPARTMENT OF  
INFORMATION TECHNOLOGY

Signature: 

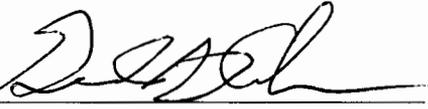
Name: Denis Goulet

Title: Commissioner & CIO

Date: 7/19/2016

**Executed By:**

INFORMATION BUILDERS, INC.

Signature: 

Name: Gerald D Cohen

Title: President

Date: 7/14/16

INITIAL HERE  


**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
2016-128 WebFOCUS Consulting Services  
ATTACHMENT 2 – Safeguarding Contract Language**

**PUBLICATION 1075 EXHIBIT 7 Safeguarding Contract Language**

**CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**

**I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (7) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) (Include any additional safeguards that may be appropriate.)

*BVC 7/14*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
2016-128 WebFOCUS Consulting Services  
ATTACHMENT 2 – Safeguarding Contract Language**

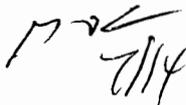
**II. CRIMINAL/CIVIL SANCTIONS**

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount

equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
2016-128 WebFOCUS Consulting Services  
ATTACHMENT 2 – Safeguarding Contract Language**

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

**III. INSPECTION**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

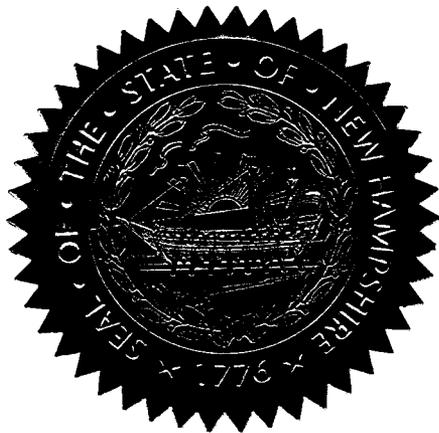
*BVC*  
*7/14*

# 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 INFORMATION BUILDERS, INC. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on October 6, 1998. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22<sup>nd</sup> day of June, A.D. 2016

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE - NO CHANGE**

I, Frank Molitor, of Information Builders, Inc., do hereby certify that:

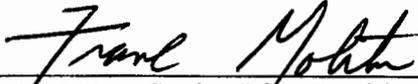
1. I am the duly elected Senior Vice President and Chief Financial Officer of Information Builders, Inc.;
2. The current Certificate of Vote attesting to the following two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on June 25, 2012; remains unchanged in full force in effect.

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Revenue Administration.

RESOLVED: President is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Gerald D. Cohen is the duly elected President of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of July 14, 2016.

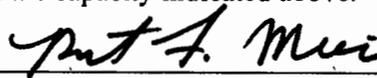
IN WITNESS WHEREOF, I have hereunto set my hand as the Senior Vice President and Chief Financial Officer of the corporation this 14th day of July, 2016.

  
\_\_\_\_\_  
Frank Molitor, Senior Vice President and CFO

Acknowledgement: State of New York, County of New York

On July 14, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is in the signature block, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace: \_\_\_\_\_



[Seal]

