



**New Hampshire
Employment
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



September 6, 2016

GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

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

REQUESTED ACTION

— To authorize New Hampshire Employment Security (NHES) to enter into an agreement with LinguaLinx (VC 275089), Troy, NY in the amount not to exceed \$27,493.72 for document translation services from the date of Governor and Council approval through December 31, 2016. 100% Federal funds.

Federal funding is available in State FY 2017 as follows:

02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2017</u>
10-02700-80400000-230-500765	Interpreter Services	\$27,493.72
Vendor Code: 275089 LinguaLinx		
RQ#: TBD		

EXPLANATION

NHES is requesting approval of the attached agreement for document translation services. NHES applied for and was awarded supplemental federal funds to support this translation project. This contract will help ensure equal, effective and meaningful access to NHES' Unemployment Insurance Program and its benefits, services and information. The contract total of \$27,493.72 includes an additional 10%, or \$2,500 for changes in word counts to be translated and is for the period upon Governor and Council approval through December 31, 2016.

A competitive bid process was undertaken for document translation services. A "Request For Proposal" (RFP) was simultaneously posted to two (2) state websites. Additionally, NHES sent forty-six (46) vendors, all of which were obtained from an agency vendor database, the RFP. Eighteen (18) vendors submitted proposals for document translation services. Each proposal was evaluated and scored with regard to the solution and services proposed, qualifications, experience, and cost. The vendor receiving the highest score was selected. A list containing vendor names and scores is attached.

Respectfully submitted,

George N. Copadis
Commissioner

Attachments
GNC/jdr

NH DEPT OF EMPLOYMENT SECURITY

Request For Proposal (RFP) NHES2017-03

DOCUMENT TRANSLATION SERVICES

Proposal Opening 08/19/2016 @ 3:00pm

	CATEGORY 1	CATEGORY 2*	TOTAL
	RANK	RANK	RANK
VENDOR	Technical Proposal	Price Proposal	
Acceant	17		17
Access 2 Interpreters	3	3	3
ALC, Inc	11		11
American Language Services	12		12
Baystate Interpreters	8		8
Elite TransLingo	18		18
FTMLS	16		16
Idea Translations	14		14
Indus Translation Services	7		7
ITC Global Translations	5	2	4
Language Bank	10		10
LATN Language Solutions	1	4	2
Lingualinx	2	1	1
Lionbridge	5	5	6
LTC Language Solutions	9		9
Stratus	15		15
Transperfect	4	6	5
WS Translations	12		12

* Pursuant to Section 4.3.2 Preliminary Technical Scoring of Proposals of RFP NHES 2017-03, only vendors receiving the required minimum score of 50 or greater (out of a possible 70) in Category 1 - Technical Proposal had their Price Proposals considered.

RFP Scoring Committee Members:

Colleen O'Neill, Assistant to the Commissioner

Dianne Carpenter, Director, Unemployment Compensation Bureau

Jill Revels, Business Administrator III

Joshua Kelly, Program Specialist II

Karen Levchuk, Counsel

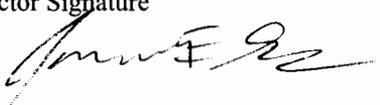
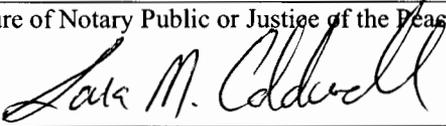
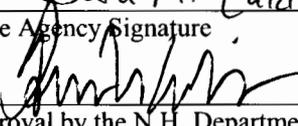
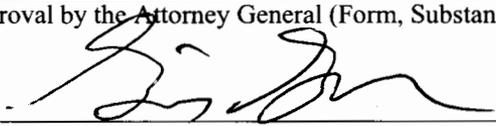
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Employment Security		1.2 State Agency Address 45 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name LinguaLinx, Inc.		1.4 Contractor Address 433 River Street, Suite 6001, Troy, NY 12180	
1.5 Contractor Phone Number 518-388-9000	1.6 Account Number 10-027-8040-230-500765	1.7 Completion Date December 31, 2016	1.8 Price Limitation \$27,493.72
1.9 Contracting Officer for State Agency George N. Copadis		1.10 State Agency Telephone Number (603) 228-4000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan Smith - COO	
1.13 Acknowledgement: State of <u>NY</u> , County of <u>Albany</u> On <u>08/31/16</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] 		Sara M. Caldwell Notary Public - State of New York No. 01CA6268401 Qualified in Albany County My Commission Expires <u>9/10/20</u>	
1.13.2 Name and Title of Notary or Justice of the Peace Sara M. Caldwell (Accounting Clerk)			
1.14 State Agency Signature  Date: <u>9/14/16</u>		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: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>9/2/16</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

JS
8/31/16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials *B*
Date 8/31/16

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.

EXHIBIT A

1 SCOPE OF SERVICES

New Hampshire Employment Security (NHES) administers unemployment compensation benefits and oversees programs designed to assist unemployed individuals in seeking and finding gainful employment. **NHES is contracting for document translation services to help ensure equal, effective and meaningful access to NHES' Unemployment Insurance (UI) Program and its benefits, services and information.** In its delivery of services, NHES strives to ensure that information about UI benefit processes, including claims filing, Benefits Rights Information (BRI), continued claims filing, fact-finding, adjudication and determinations, and appeals hearings/decisions, as well as referrals and links to reemployment services, are accessible to all claimants, including those with limited English proficiency. In support of this goal, translation services are required in the following languages: Spanish, Vietnamese, Bosnian, Arabic and Simplified Chinese.

1.1 PHASE I

NHES offers a web-based application that allows unemployed individuals to file on-line for benefits. Screen pages are presented for completion and additional screens may be dynamically presented based on previous answers. This application has been available on-line since 2009 in English and Spanish. The entire on-line claimant application, including initial application screens, multiple informational screens, and weekly certification (also referred to as a continued claim) has recently been rewritten. Help text and validation and error messages have also been revised with the goal of assisting users and enabling NHES to gather higher quality information. All of the changes and improvements made to the screens and information provided to claimants must now be translated into Spanish (Latin-American Spanish) in order to complete the planned dual language deployment to the public. The Phase I scope of work is the priority for immediate completion under this Agreement. **The content for application screens for Phase I will be provided electronically.** Required completion dates appear below.

1.2 PHASE II

NHES is committed to providing its limited English proficiency claimant population with information and supportive documentation regarding the State unemployment benefit program. In furtherance of that goal, translation to several languages is required for a variety of commonly used program documents. Several of the documents are multiple page information and/or instruction booklets; others are one page, single-sided or double-sided handouts and forms. All documents will be required to be translated into Spanish (Latin-American Spanish), and will also be translated into four additional languages, including Vietnamese, Bosnian, Arabic and

Contractor Initials 
Date 8/31/16

Simplified Chinese. **Documents will be provided in Word format. Document volumes and word counts are as described in Attachments #1 and #2, found at pages 7 through 9 herein.**

The project will consist of performing all work, and providing all labor, materials, expertise, tools, equipment and transportation necessary to provide language translation from English to Spanish in Phase I for the text identified in **Attachment #1** and from English to Spanish, Vietnamese, Bosnian, Arabic, and Simplified Chinese in Phase II for the documents and materials identified in **Attachment #2**. Source documents and text will be made available in English. The documents and text which are the subject of this Agreement are instructive in nature and should be translated in a way to make them as accessible as possible to readers of the various languages. Although the Phase I work is the agency priority, the work for Phase I and Phase II may be performed simultaneously as long as all deadlines and other requirements are maintained.

1.3 COMPLETION DEADLINES

The deadline for completing all translation services required in Phase I above is **thirty (30) days** from the effective date of the contract. The deadline for completing all translation services required in Phase II above is **sixty (60) days** from the effective date of the contract. The effective date of the contract is the date the contract is approved by the NH Governor & Executive Council, currently estimated to occur on September 21, 2016. The translation work described herein will not commence until after the onsite project meeting described at Section 1.4 below.

Time is of the essence in completing all work described above.

1.4 DELIVERABLES

The Contractor will be provided timely access to electronic copies of materials and other resources as may be needed to complete the work. The Contractor must maintain confidentiality of all materials used in connection with this project to the extent they are not already in the public domain. All material translated in the course of the Project will remain the property of NHES.

A mandatory on site project meeting will be held at the NHES main office location in Concord, New Hampshire on or before October 1, 2016.

The Contractor will be responsible for the translation of on-line application screen content into Spanish only (Phase I) and the translation of documents, pamphlets and forms into the five languages described above (Phase II). **Attachment #1** and **Attachment #2** hereto describe the types of text and documents to be translated, the volume of such materials, and approximate word counts.

Contractor Initials JS
Date 9/21/16

In keeping with the terms of the Request for Proposal dated August 10, 2016, all translation work must be performed by qualified translators. Computer aided translation software may be used as described in the Contractor's Proposal dated August 17, 2016 ("Proposal"). The Proposal, which is hereby incorporated herein by reference, provides that "CAT (Computer-Aided Translation) tools are used to supplement the human translation process, but no software (machine translation) [will be] used to create or initialize a translation." The Contractor will provide expertise in translating, editing, formatting, and proofreading of program materials and in managing the delivery of completed work.

1.5 PROJECT STAFFING

Project staffing shall be provided as described in the Proposal. There shall be a designated Point of Contact, a Team Leader for oversight of translation project management and a Project Manager to assist with quality assurance for the project. A Project Management Coordinator will also be assigned to the Phase I and Phase II work. Qualified translators selected to work on the Phase I and Phase II work will be as identified in the Proposal unless otherwise reviewed with and consented to by NHES.

1.6 PROJECT PLAN AND QUALITY ASSURANCE

The work shall proceed in accordance with the Project Plan identified in the Proposal, including communication process, client service, internal tracking, escalation and problem resolution and program evaluation. The Contractor's Management activities will include the oversight of schedule, quality of deliverables and client service. The Contractor's responsibilities include meeting all contract requirements and upholding quality standards identified in the Proposal. The Contractor's Quality Assurance Process, including translation, editing and proofreading, internal QA and continuous quality improvement, shall be carried out in all respects as per the Proposal.

1.7 COMMUNICATION

The Contractor has provided a single point of contact for the project. In order to ensure that the goals of the Project are fully understood and met, the Contractor, through one or more representatives, will attend a mandatory meeting at the NHES main office in Concord, New Hampshire on or before October 1, 2016. The Contractor and NHES will use this meeting to discuss the specific work of NHES and any special issues arising from technical and/or legal language used in the documents to be translated.

Contractor Initials 15
Date 8/21/16

EXHIBIT B

2 PRICE TERMS

2.1 PRICING IN ACCORDANCE WITH PROPOSAL

The Contractor agrees to provide NHES with services as indicated in **Exhibit A** of this Agreement at prices quoted in the Proposal and as shown below. The Contract is for a term beginning upon Governor and Council approval and continuing through December 31, 2016. All invoices must be submitted by no later than December 14, 2016 to allow processing within the Contract term. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

Per English Word Translation Rates					Phase I Cost	Phase II Cost
Spanish	Vietnamese	Bosnian	Arabic	Simplified Chinese		
\$0.120	\$0.160	\$0.160	\$0.160	\$0.120	\$2,860.92	\$22,132.80

The Phase I and II costs above are based on the estimated scope of translation work and document volumes. Per English Word translation rate pricing is inclusive of translating, editing, proofreading, formatting and delivery of materials.

Total Contract Cost Not to Exceed for the term: **\$27,493.72**

Total Contract Cost includes an additional \$2,500 due to potential for changes in word counts to be translated.

2.2 INVOICES

The Contractor will invoice upon completion of each Phase of work for document translation services provided.

NHES will make payment within thirty (30) days following receipt of approved invoices in accordance with the normal State payment process.

Invoices should be sent to:

Jill Revels, Business Administrator
New Hampshire Employment Security
Fiscal Management Section
45 South Fruit Street
Concord, NH 03301

Contractor Initials *JS*
Date 4/21/16

EXHIBIT C

3 ADDITIONAL PROVISIONS

3.1 TERM & EXTENSION

The agreement will begin upon Governor and Council approval and remain in effect until December 31, 2016, unless terminated sooner as provided for in applicable contract documents.

3.2 CONTRACT DOCUMENTS

Standard terms and conditions are set forth in the Standard State Contract form, P-37. In the case of any conflict in terms between Exhibit C and the P-37, the provisions of the P-37 form will control.

3.3 TERMINATION FOR CONVENIENCE

If Contractor fails to perform services as required, this agreement may be terminated for cause as provided in the P-37 contract form. Either party may terminate this agreement for convenience at any time prior to effective date of termination by giving thirty (30) days advance written notice of intent to terminate to the other party.

3.4 CONFIDENTIALITY AND CRIMINAL RECORD

Contractor and each of its employees working on NHES property will be required to sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORD AUTHORIZATION FORM** prior to the start of any work under this Agreement. There is a fee for each background check required, which must be paid by the Contractor.

3.5 DAMAGE

Contractor agrees that any damage to building(s), materials, equipment or other property during performance of its services will be repaired at its expense. Contractor agrees to return all buildings, materials, equipment or property affected by the Contractor's work to their original condition or better. Contractor agrees to obtain approval of NH Employment Security representative assigned to project for any sub-contractor performing such repair work.

3.6 INSURANCE

Contractor will furnish a Certificate of Insurance as evidence of the existence of Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim and \$2,000,000 per incident. Contractor agrees to maintain workers' compensation and employer's liability insurance for all Contractor employees engaged in the performance of the agreement and provided updated certificates for such coverage.

3.7 SUB-CONTRACTING

Contractor will not assign, subcontract or otherwise transfer any duty obligation, or written performance required by this agreement without the prior written consent of NH Employment Security.

Contractor Initials
Date 5/21/16

3.8 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or State agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.

3.9 VENDOR APPLICATION/ALTERNATE W-9

In connection with this Contract, the Contractor shall have completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property.

3.10 DAVIS-BACON ACT

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and subcontractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

3.11 AMERICANS WITH DISABILITIES ACT

The undersigned Contractor agrees to comply with all Federal, State and Local ADA rules and regulations.

3.12 NON-DISCRIMINATION

In connection with the furnishing of services under the Contract, the Contractor agrees to comply with all laws, regulations, and orders of federal, state, county or municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws.

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.

Contractor Initials AS
Date 8/21/16

ATTACHMENT #1 (PHASE I)

The format for screen text translation appears below. Each tab contains multiple lines of words, phrases and/or sentences for translation. There will be three (3) columns. The first is for NHES purposes and is to not to be translated or changed. The second provides the English version of what needs to be translated. The third column is for the Spanish translation, per line.

TRANSLATION NOT REQUIRED	ENGLISH	SPANISH TRANSLATION
state.not.selected	Please select a state for the claim.	
primaryOccExp.required	Please enter the months of experience for your primary occupation.	
jobId.required	Please enter the Job ID # pertaining to this work search entry. Enter 0000 if no Job ID # is available.	
validationError.Occured	We are unable to log you in at this time. Please contact NHES at 1-800-266-2252	
typeMismatch.cmtBirthDt	Date of birth is not in MM/DD/YYYY format.	
clmtLoginFlow.noBrowserButtonsMsg	While entering information and navigating through the application, DO NOT use your web browser buttons, especially the BACK button. This may cause your session to be terminated. Once you have provided all the information sought, you will have the opportunity to review the information you have entered and to return to any page to make corrections at that time.	
HELP TEXT	In the File for Benefits section you may file a new application for benefits, reopen an existing claim or file weekly continued claims. Your filing option will display based on your current status. To file a claim, click on the application name and you will be navigated to the online claim application. This section will also provide information regarding the applicable effect dates and the deadlines in which to file the claim. If a deadline has been missed, any unprocessed claims will be deleted and no longer display as being available to file.	

Contractor Initials AS
Date 5/21/06

ATTACHMENT #1 – (PHASE I Cont'd)

Estimated Word Count

The estimated word count that follows is based on an Excel spreadsheet that will be provided with multiple tabs.

<u>Subject Matter</u>	<u>Estimated Word Count</u>
Initial claim error messages	2288
Continued claim error messages	1295
Log-in and other error messages	375
Labels	7834
Special labels	2218
Drop down lists	94
Questions	382
NMI list	1788
Fact finding phrases	454
SUBTOTAL	16,728
Help Text	7113
ESTIMATED TOTAL	23,841

Contractor Initials *AS*
Date 7/21/16

ATTACHMENT #2 (PHASE II)

Estimated Word Count

Estimated word count is based on documents that will be provided electronically in a Microsoft Word format. Documents may consist of single-page notices, double-sided leaflets and multi-page booklets.

<u>Document Title</u>	<u>Word Count</u>
Rights and Obligations Booklet	9500
Quick Tips Rights and Obligations Booklet	2976
Addendum to Rights and Obligations Booklet	346
Package Form Letter for Interstate Rights and Obligations Booklet	235
Confidentiality Form	245
Election to Withhold Federal Income Tax	242
Affidavit – Lost /Stolen Check	253
Alien Verification Form	152
Claimant’s Guide to an Appeal Hearing	1355
NH Working- Return to Work Initiative Information for Trainees	670
NH Working – Pathway to Work	590
How to File an Initial UI Application	879
How to File Weekly Claims Sheet	610
How to File Weekly Claims with Screenshots	932
UI Initial Application	1186
Job Match Instruction Sheet	302
Release of Information – NH Works System Partners	264
Federal Bonding Brochure	327
Work Opportunity Tax Credit Brochure	582
Employment Services Brochure	1343
Continued Claim Form	500
New Claim Instruction Sheet	989
Work Search Warning	326
QC: Info for Claimants Brochure	516
QC: Separation Pay Letter	197
BPC: Request for Employment and Earnings	774
BPC: Second Request for Employment and Earnings	729
BPC: Request for Wage Information	609
BPC: Notice of Potential Overpayment	465
BPC: New Hire Notification Letter	188
BPC: Decision of Commissioner	802
BPC: Claimant Audit Letter	210
Appellate: Consideration Regarding Oral Presentations	190
Appellate: Importance of Hearing	194
Appellate: LOB Directions	255
Appellate Request Received	189
Appellate: Hearing Scheduled	220
Appellate: Limitation of Fees	303
Appellate: Appeal Rights	495
<u>ESTIMATED TOTAL</u>	<u>30,740</u>

Contractor Initials AS
Date 9/30/16

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 Lingualinx Language Solutions, Inc., a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on September 1, 2016. I further certify that all fees 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 1st day of September, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority # 1

(Corporation or LLC - Non-specific, open-ended)

Corporate Resolution

I Charlotte Kroell, hereby certify that I am duly elected Clerk/Secretary of
(Name)
Linguavix, Inc. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on 8/31, 2016
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jonathan Smith, COO (may list more than one person) is
(Name and Title)
duly authorized to enter into contracts or agreements on behalf of

Linguavix, Inc with the State of New Hampshire and any of
(Name of Corporation or LLC)

its agencies or departments and further is authorized to execute any
documents which may in his/her judgment be desirable or necessary to effect
the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full
force and effect as of the date of the contract to which this certificate is attached. I further
certify that it is understood that the State of New Hampshire will rely on this certificate as
evidence that the person(s) listed above currently occupy the position(s) indicated and that
they have full authority to bind the corporation. To the extent that there are any limits on the
authority of any listed individual to bind the corporation in contracts with the State of New
Hampshire, all such limitations are expressly stated herein.

DATED: 9/01/2016

ATTEST: Charlotte Kroell, Director of Admin.
(Name & Title)



LINGHOL-01

WILD11

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sykes-Mallia Associates, Inc. 160 Lafayette St. Schenectady, NY 12305	CONTACT NAME: PHONE (A/C, No, Ext): (518) 393-3618 FAX (A/C, No): (518) 393-3621 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Main Street America Assurance Company</td> <td style="text-align: center;">29939</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Main Street America Assurance Company	29939	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Main Street America Assurance Company	29939														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Lingualex Language Solutions Inc, dba Lingualex Inc & Globalscript, Lingualex 433 River St, Suite 6001 Troy, NY 12180															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BPV91240	09/05/2016	09/05/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BPV91240	09/05/2016	09/05/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIMB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Dept of Employment Security Fiscal Mgmt Section 45 South Fruit St Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ten Eyck Group 1924 Western Avenue Albany NY 12203	CONTACT NAME: PHONE (A/C, No, Ext): (518) 464-0059		FAX (A/C, No): (518) 456-7076
	ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #		
INSURED LINGUALINX LANGUAGE SOLUTIONS INC 433 RIVER STREET STE 6001 Suite 6001 TROY NY 12180	INSURER A: Charter Oak Fire Insurance Co		25615
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1512706468 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	IOUB3F77152815	12/12/2015	12/12/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER New Hampshire Employment Security 45 South Fruit Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Charles Barnes/AMP 

© 1988-2014 ACORD CORPORATION. All rights reserved.