



New Hampshire
Employment
Security

"We're working to keep New Hampshire working"

DEC 11 '14 PM 1:11 DAS

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

December 9, 2014

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

REQUESTED ACTION

To authorize New Hampshire Employment Security ("NHES") to enter into a sole source contract amendment with Geographic Solutions, Inc. (VC# 171714), of Palm Harbor, Florida, increasing the contract amount by \$217,002.00, from \$1,484,084.00 to \$1,701,086.00, for an additional year of maintenance and support of the Job Match & Labor Exchange System ("JMS"), from July 1, 2015 to June 30, 2016. The amendment will also serve to extend maintenance on the Spanish language version of JMS through June 30, 2016.

The original contract was approved by Governor and Council on September 17, 2008, as Item # 36. There have been two amendments to the contract with Geographic Solutions. Amendments A and B, approved by Governor and Council on May 25, 2011 (Item #32) and on April 17, 2013 (Item #41) respectively.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal year 2016 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

01 - 03 - 03 - 030010 - 76270000	DoIT for NH Employment Security	<u>SFY 2016</u>
038 - 509038	Technology Software	\$ 217,002.00
03270127	Job Code	

EXPLANATION

NHES is requesting approval of the attached contract amendment for an additional year of maintenance and support of the Job Match & Labor Exchange System, which provides job matching, case management and reporting capabilities for United States Department of Labor ("USDOL") programs. Geographic Solutions, Inc. has been providing this service as the developer and owner of the software and the sole organization that is permitted to support the software in conjunction with New Hampshire DoIT. This additional one-year extension will allow NHES time to consider responses to a forthcoming Request for Information as it explores the possibility of putting the JMS system back out to bid.

Attached is the approval letter from the Office of Information Technology (DoIT 2009-013C).

Respectfully submitted,



George N. Copadis, Commissioner
New Hampshire Employment Security



Steven J. Kelleher, Acting Commissioner
Department of Information Technology

KAL
Attachments



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/doiit

Steven J. Kelleher
Acting Commissioner

December 10, 2014

George N. Copadis, Commissioner
State of New Hampshire
New Hampshire Employment Security
32 South Main St
Concord, NH 03301-4857

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend contract 2009-013 with Geographic Solutions, Inc., Palm Harbor, FL, (Vendor # 171714) for an additional year of ongoing maintenance and support for the Job Match and Labor Exchange System as described below and referenced as DoIT No. 2009-013C.

This request is to enter into a contract amendment to provide ongoing maintenance and support for the Job Match and Labor Exchange System for the Department of Employment Security, while the Department of Employment Security issues a new Request for Proposal for a replacement system. The current contract amount will increase by \$217,002.00, from \$1,484,084.00, to a new total of \$1,701,086.00. Upon Governor and Council approval, the new contract period will begin on July 1, 2015 and extend through June 30, 2016.

A copy of this letter should accompany the Department of Employment Security submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Steven J. Kelleher".

Steven J. Kelleher

SJK/ltn
DoIT 2009-013C

cc: Karen Levchuk, NHES
Leslie Mason, DoIT

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY
JOB MATCH LABOR EXCHANGE SYSTEM
2009-013
CONTRACT AMENDMENT C**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2009-013, on September 17, 2008, Item #36, hereinafter referred to as "Agreement," Geographic Solutions, Inc., hereinafter referred to as "Vendor," agreed to supply certain services upon terms and conditions specified in the Agreement, and in consideration of payment by New Hampshire Employment Security ("NHES");

WHEREAS, pursuant to Agreement Section 13.16: The Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by Governor and Executive Council;

WHEREAS, said Agreement was modified by contract amendment (Contract Amendment A) dated March 18, 2011 and approved by Governor and Council on May 11, 2011 (Item #32) to allow two years of ongoing maintenance of the Job Match & Labor Exchange System ("JMS");

WHEREAS, said Agreement was further modified by contract amendment (Contract Amendment B) dated March 18, 2013 and approved by Governor and Council on April 17, 2013 (Item #41) to allow two additional years of maintenance and support of JMS from July 1, 2013 through June 30, 2015;

WHEREAS, Vendor and NHES have agreed to amend Contract 2009-013B in certain respects;

WHEREAS, NHES wishes to extend Contract 2009-013B from its current completion date of June 30, 2015 to June 30, 2016 to allow NHES a seamless transition as it publishes a Request for Information and allows vendors the opportunity to submit proposals with respect to maintenance and support and possible improvements to the JMS system;

WHEREAS, NHES wishes to increase the contract price by \$217,002.00, increasing the Amended Agreement total from \$1,484,084.00 to a new total of \$1,701,086.00 to cover the cost of services through the new completion date; and

WHEREAS, NHES and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Amended Agreement and set forth herein, the parties agree as follows:

The General Provisions of the Amended Agreement, including but not limited to, the P-37 Form, Statement of Work, Contract Term, and Exhibit B, are hereby amended as follows:

1. Amend Section 1.6 of Amended Agreement P-37 Form to reflect a new completion date of June 30, 2016.
2. Amend Section 1.8 of Amended Agreement P-37 Form by increasing the Price Limitation from \$1,484,084.00 to \$1,701,086.00.

3. Amend Section 1.4 of Amended Agreement Statement of Work as further described in Table 1.

Table 1

Contract #2009-013C Statement of Work	AMENDED TEXT															
Contract Term Section 2.1 Term	<p>Currently reads: Term 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 (“Effective Date”).</p> <p>The Contract shall begin on the Effective Date and extend through June 30, 2015 with no additional extensions allowed.</p> <p>Replace with: Term 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 (“Effective Date”).</p> <p>The Contract shall begin on Effective Date and extend through June 30, 2016. The term may be extended for one (1) additional one year period, (“Extended Term”) at the sole option of the State, subject to the parties’ prior written agreement on applicable fees for the extended term, up and including June 30, 2017.</p>															
Contract #2009-013C Exhibit A	AMENDED TEXT															
Section 2.1 Implementation Schedule – Activities/ Deliverables/ Milestones	<p>ADD:</p> <table border="1" data-bbox="563 1356 1372 1757"> <thead> <tr> <th data-bbox="563 1356 761 1455">Reference Number</th> <th data-bbox="761 1356 968 1455">Activity, Deliverable, or Milestone</th> <th data-bbox="968 1356 1169 1455">Deliverable Type</th> <th data-bbox="1169 1356 1372 1455">Projected Delivery Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="563 1455 761 1556">48</td> <td data-bbox="761 1455 968 1556">Ongoing Maintenance and Support</td> <td data-bbox="968 1455 1169 1556">Software</td> <td data-bbox="1169 1455 1372 1556">July 1, 2015- June 30, 2016</td> </tr> <tr> <td data-bbox="563 1556 761 1757">49</td> <td data-bbox="761 1556 968 1757">Extend support of Spanish Version (VOS) of JMS software.</td> <td data-bbox="968 1556 1169 1757">Software</td> <td data-bbox="1169 1556 1372 1757">August 25, 2015- June 30, 2016</td> </tr> </tbody> </table>				Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	48	Ongoing Maintenance and Support	Software	July 1, 2015- June 30, 2016	49	Extend support of Spanish Version (VOS) of JMS software.	Software	August 25, 2015- June 30, 2016
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date													
48	Ongoing Maintenance and Support	Software	July 1, 2015- June 30, 2016													
49	Extend support of Spanish Version (VOS) of JMS software.	Software	August 25, 2015- June 30, 2016													

Contract #2009-013C Exhibit B	AMENDED TEXT				
Section 1.1 Not to Exceed	<p>Currently reads: This is a Not to Exceed (NTE) Contract totaling \$1,484,084.00 for the period between the Effective Date through June 30, 2015. Geographic Solutions, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Geographic Solutions, Inc. to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p> <p>Replace with: This is a Not to Exceed (NTE) Contract totaling \$1,701,086.00 for the period between the Effective Date and June 30, 2016. Geographic Solutions, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Geographic Solutions, Inc. to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p> <p>ADD:</p>				
	Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
	48	Ongoing Maintenance and Support	Software	July 1, 2015 - July 1, 2016	\$211,602.00
	49	Extend support of Spanish Version (VOS) of JMS software.	Software support.	August 25, 2015- June 30, 2016	\$5,400.00

Remainder of page intentionally left blank.

Section 2 – Total Contract Price	<p>Currently reads: Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$1,484,084.00. (“Total Contract Price”). The payment by the State of the total contract price shall be the only, and the complete reimbursement to Geographic Solutions, Inc. for all fees and expenses, of whatever nature, incurred by Geographic Solutions, Inc. in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.</p> <p>Replace with: Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$1,701,086.00. (“Total Contract Price”). The payment by the State of the total contract price shall be the only, and the complete reimbursement to Geographic Solutions, Inc. for all fees and expenses, of whatever nature, incurred by Geographic Solutions, Inc. in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.</p>
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Table 2 Contract 2009-013C – JOB MATCH LABOR EXCHANGE SYSTEM

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2009-013	Original Job Match Labor Exchange System Contract	June 30, 2011	\$ 650,000.00
2009-013A	First Amendment to the Job Match Labor Exchange System Contract	June 30, 2013	\$ 410,880.00
2009-013B	Second Amendment to the Job Match Labor Exchange System Contract	June 30, 2015	\$ 423,204.00
2009-013C	Third Amendment to the Job Match Labor Exchange System Contract	June 30, 2016	\$ 217,002.00
	CONTRACT TOTAL		\$1,701,086.00

Let the intent of the amended monies, dates, and expectations be fully realized as stated and carry full weight and force throughout the Amended Agreement even if not specified due to human error.

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Except as provided herein, all provisions of the Amended Agreement will remain in full force and effect. This modification will take effect upon the date of approval by Governor and Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

[Signature]
Paul Toomey, President
Geographic Solutions, Inc.

Date: 12/8/2014

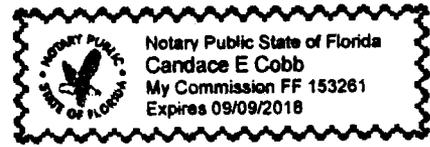
Corporate Signature Notarized: STATE OF FLORIDA

COUNTY OF PINELLAS

On this the 8 day of December, 2014, before me, Paul Toomey, the undersigned Officer, personally appeared and acknowledged her/himself to be the President of Geographic Solutions, Inc., a corporation, and that she/he, as such President, being authorized to do so, executed the foregoing instrument in furtherance of the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.
[Signature]
Notary Public/Justice of the Peace

My Commission Expires: 9-9-18



(SEAL)

State of ~~New Hampshire~~,
[Signature]
George N. Copadis, Commissioner
State of New Hampshire
Department of Employment Security

Date: 12/9/14

[Signature]
Steven J. Kellner, Acting Commissioner
Department of Information Technology

Date: 12/10/14

Approved by the Attorney General (Form, Substance and Execution)

[Signature]
State of New Hampshire, Department of Justice

Date: 12/11/14

Initial all pages
Vendor Initials [Signature]

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 GEOGRAPHIC SOLUTIONS, INC. a(n) Florida corporation, is authorized to transact business in New Hampshire and qualified on March 13, 2001. 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 10th day of December, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE TO VOTE

(Corporation with Seal)

I, Candace E Cobb, Clerk/Secretary of Geographic Solutions, Inc., do hereby certify that:

- (1) I am duly elected and acting Clerk/Secretary of Geographic Solutions, Inc., a Florida Corporation;
- (2) I maintain and have custody and am familiar with the minute books for the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 5 day of December, 2014, which meeting was duly held in accordance with Florida law and the by-laws of the Corporation:

RESOLVED: That this corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Information Technology, providing for the performance of certain IT Consulting services, and that the President be and hereby is authorized and directed for and on behalf of the Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements, and other instruments (and any amendments, revisions or modifications thereto) and he may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any Officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

- (5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;
- (6) the following person has been duly elected to and now occupy the office(s) indicated below:

<u>Paul Toomey</u>	President
<u>Paul Toomey</u>	Vice President
<u>Paul Toomey</u>	Treasurer

- (7) the corporation has seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 5 day of December, 2014.

Candace E Cobb Clerk/Secretary

STATE OF Florida

COUNTY OF Pinellas

On this the 5 day of December, 2014, before me, Virginia Pancaro, the undersigned Officer, personally appeared Candace E Cobb, who acknowledged herself to be the Secretary, of Geographic Soltuions, Inc., a corporation, and that she as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Virginia Pancaro
Notary Public/Justice of the Peace



My Commission Expires: 9/25/18



CERTIFICATE OF LIABILITY INSURANCE

GEOGR-1

OP ID: PP

DATE (MM/DD/YYYY)

11/26/2014

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 Stahl & Associates Insurance 3939 Tampa Road Oldsmar, FL 34677 Michael Pagano, AAI	Phone: 727-784-8554 Fax: 727-789-2823	CONTACT NAME: Patsy Penn PHONE (A/C, No, Ext): 813-818-5355 FAX (A/C, No): 813-818-5396 E-MAIL ADDRESS: patsy.penn@stahlinsurance.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Geographic Solutions, Inc. Candace Cobb 1001 Omaha Circle Palm Harbor, FL 34683	INSURER A : Chubb Group	
	INSURER B : Alterra America Insurance Co	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			35935113	05/25/2014	05/25/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
A	<input checked="" type="checkbox"/> Professional Liab			35935113	05/25/2014	05/25/2015	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> Prof Liab						\$ 1,000,000
A	AUTOMOBILE LIABILITY			99486726	05/25/2014	05/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			79880107	05/25/2014	05/25/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71743072	05/25/2014	05/25/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			MAXA3IM0048084B	04/13/2014	04/13/2015	

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

CERTIFICATE HOLDER NEWHA-3 New Hampshire Employment Security 45 S Fruit St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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