



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

September 3, 2019

His Excellency, Governor Christopher T. Sununu  
 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 \$127,491, from \$2,585,714 to \$2,713,205, for the setup and installation of servers and software to accommodate the Workforce Connect Single-Sign-On solution for the Job Match & Labor Exchange System, from the date of Governor and Council approval through June 30, 2020.

The original contract was approved by Governor and Council on September 17, 2008, as Item #36. There have been five amendments to the contract with Geographic Solutions, Amendments A, B, C, D and E, approved by Governor and Council on May 25, 2011 (Item #32), on April 17, 2013 (Item #41), on December 23, 2014 (Item #32), on June 15, 2016 (Item #35) and on May 17, 2017 (Item #32), respectively.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal year 2020 forward:

		<u>SFY 2020</u>
02-27-27-270010-80400000	DEPT OF EMPLOYMENT SECURITY	
038-509038	Agency Application Software	\$127,491.00

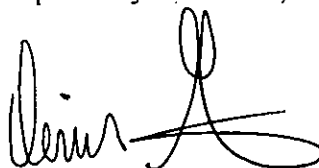
EXPLANATION

NHES is requesting approval of the attached contract amendment for the setup, installation and maintenance/support of servers and software to accommodate the Workforce Connect Single-Sign-On (SSO) solution for the Job Match & Labor Exchange System (JMS). The Workforce Connect SSO solution will enable NHES to comply with the Federal Workforce Innovation and Opportunity Act (WIOA) by connecting partners and providing a seamless experience for job seekers by acting as a virtual "common front door" for workforce agencies programs and systems – including unemployment insurance, employment services and workforce/training. The SSO solution will simplify and streamline

the customer experience by allowing for common registration across these multiple programs and services including JMS maintained by Geographic Solutions. Not only will this simplify registration for the customer but through the common dashboard will also allow for the display of events, messages and job lists unlike anything we have ever been able to do before.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Denis Goulet". The signature is fluid and cursive, with a large loop at the end.

Denis Goulet, Commissioner  
Department of Information Technology

A handwritten signature in black ink, appearing to read "George N. Copadis". The signature is cursive and somewhat stylized, with a prominent initial "G".

George N. Copadis, Commissioner  
New Hampshire Employment Security



**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/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

August 23, 2019

George N. Copadis, Commissioner  
New Hampshire Employment Security  
State of New Hampshire  
45 South Fruit Street, Suite 14  
Concord, NH 03301

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a **sole source** contract with Geographic Solutions, Inc, of Palm Harbor, FL as described below and referenced as DoIT No. 2009-013F.

This request is to enter into a contract amendment with Geographic Solutions, Inc (GSI) for the setup and installation of servers for the Workforce Connect Single-Sign-On (SSO), including a failover application server. The SSO solution will enable web services to authenticate job seeker user types, and call GSI web services to create and/or update job seeker registration information and perform job searches. Overall, the solution will allow Workforce Connect to deliver web services to support authentication and authorization protocols for individual users and enable a display of events, messages and job lists on their Workforce Connect Dashboards.

The contract amount will increase by \$127,491.00 from \$2,585,714.00, to a new total of \$2,713,205.00, effective on the date of Governor and Council approval with no change to the end date of June 30, 2020.

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

Sincerely,

Denis Goulet

DG/ik  
DoIT No. 2009-013F  
cc: Bill Laycock, DoIT

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

WHEREAS, as a result of RFP #2009-013, and pursuant to an Agreement approved by Governor and Council on September 17, 2008, Item #36, hereinafter referred to as "Agreement," Geographic Solutions, Inc., hereinafter referred to as "Vendor," agreed to supply certain products and services in connection with its proprietary Job Match and Labor Exchange System ("Job Match System" or "JMS"), based upon terms and conditions specified in the Agreement, and in consideration of payment of certain sums 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, the Agreement was modified by Contract Amendment A dated March 18, 2011, and approved by Governor and Council on May 11, 2011 (Item #32), to allow for two years of ongoing maintenance of the Job Match System;

WHEREAS, the Agreement was modified by 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, the Agreement was further modified by Contract Amendment C dated December 9, 2014, and approved by Governor and Council on December 23, 2014 (Item #32), to allow for an additional year of maintenance and support of JMS from July 1, 2015 to June 30, 2016 while NHES put out a Request for Information to consider other job match products and services;

WHEREAS, on January 14, 2015, NHES published an RFI seeking information from suppliers of competing job match systems to determine whether there were products available that should be considered in lieu of continuing with this sole source contract. Based on the results of the RFI, NHES determined that Geographic Solutions, Inc. continued to provide the best solution for its business needs at the best value in terms of price;

WHEREAS, on May 20, 2016, NHES executed Contract Amendment D, approved by Governor and Council on June 15, 2016 (Item #35), which extended maintenance and support for an additional year, from June 30, 2016 to June 30, 2017;

WHEREAS, on May 5, 2017, NHES executed Contract Amendment E, approved by Governor and Council on May 17, 2017 (Item #32), which extended maintenance and support for a period of three years to June 30, 2020, and also provided for upgrading the technology supporting resume services to allow integration between the Job Match System and the New Hampshire Unemployment Insurance Benefit System (NHUIS) and implementing an interface allowing resume services to create resumes from claimant view and to update work history when new employment was entered;

WHEREAS, NHES plans to work with the Vendor on implementation of a new application called Workforce Connect, which integrates a Single-Sign-On module for job seekers.

M

See also, separate Agreement with CESER, approved by G & C on November 14, 2018 (Item #42). This scope of work will include assistance with the setup and installation of servers for the Workforce Connect Single-Sign-On (SSO) and installing Job Match System software with new functionality on the new servers. The SSO solution will enable web services to authenticate job seeker user types, and call Geographic Solutions, Inc. (GSI) web services to create and/or update job seeker registration information and perform job searches. Overall, the solution will allow Workforce Connect to deliver web services to support authentication and authorization protocols for individual users and enable a display of events, messages and job lists on their Workforce Connect Dashboards.

**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 and Exhibits A and B, are hereby amended as follows:

1. Amend Section 1.8 of Amended Agreement P-37 Form by increasing the Price Limitation from \$2,585,714.00 to \$ 2,713,205.00.
2. Amend Exhibits A and B of Amended Agreement as further described in Tables 1 and 2. Summary of amendments provided in Table 3.

**Table 1**

Contract #2009-013C Exhibit A	AMENDED TEXT			
Section 2.1 Implementation Schedule – Activities/ Deliverables/ Milestones	<b>ADD:</b>			
	<b>Reference Number</b>	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>
	53	Assist with setup and installation of servers for the Workforce Connect Single-Sign-On, including failover application server.	Software	Sep. 18, 2019 - Dec. 31, 2019
54	Develop a Single-Sign-On Solution to authenticate job seeker user types and call GSI web services to create and/or update job seeker registration information and perform job searches, to include GSI modifications to redirect job seekers to SSO to modify usernames and passwords.	Software	Sep. 18, 2019 - Dec. 31, 2019	

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
55	Enable Web Services allowing Workforce Connect to support authentication and authorization protocols for individual users to receive a display of events, messages and job lists on their Workforce Connect Dashboards.	Software	Sep. 18, 2019 - Dec. 31, 2019
56	Increase monthly maintenance fees as shown to include coverage of system upgrades.	Software	Through June 30, 2020

**Table 2**

<b>Contract #2009-013C Exhibit B</b>	<b>AMENDED TEXT</b>
<b>Section 1.1 Not to Exceed</b>	<p><b>Currently reads:</b></p> <p>This is a Not to Exceed (NTE) Contract totaling <b>\$2,585,714.00</b> for the period between the Effective Date and June 30, 2020. 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><b>Replace with:</b></p> <p>This is a Not to Exceed (NTE) Contract totaling <b>\$2,713,205.00</b> for the period between the Effective Date and June 30, 2020. 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 on a pro-rata monthly basis for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p>

Initial all pages  
Vendor Initials *[Signature]*

<b>ADD:</b>				
<b>Reference Number</b>	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>	<b>Payment Amount</b>
53	Setup servers for Workforce Connect Single-Sign-On.	Software	Sep. 18, 2019 - Dec. 31, 2019	\$12,950.00
54	Develop a Single-Sign-On Solution and design GSI modifications to redirect job seekers to Single-Sign-On.	Software	Sep. 18, 2019 - Dec. 31, 2019	\$45,535.00
55	Enable Web Services to support updates to Workforce Connect dashboards.	Software	Sep. 18, 2019 - Dec. 31, 2019	\$39,250.00
56	Increase monthly maintenance fees as shown to include coverage of system upgrades.	Software	Through June 30, 2020	\$29,756.00

<b>Section 2 – Total Contract Price</b>	<p><b>Currently reads:</b></p> <p>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 <b>\$2,585,714.00</b> (“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><b>Replace with:</b></p> <p>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 <b>\$2,713,205.00</b>. (“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 3**  
**Contract 2009-013C – JOB MATCH LABOR EXCHANGE SYSTEM**

<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>END DATE</b>	<b>CONTRACT AMOUNT</b>
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
2009-013D	Fourth Amendment to the Job Match Labor Exchange System Contract	June 30, 2017	\$ 217,002.00
2009-013E	Fifth Amendment to the Job Match Labor Exchange System Contract	June 30, 2020	\$ 667,626.00
2009-013F	Sixth Amendment to the Job Match Labor Exchange System Contract	June 30, 2020	\$ 127,491.00
	<b>CONTRACT TOTAL</b>		<b>\$ 2,713,205.00</b>

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.

Initial all pages  
 Vendor Initials



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: 8/28/2019

Corporate Signature Notarized: STATE OF FLORIDA  
COUNTY OF PINELLAS

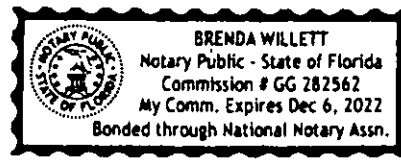
On this the 28 day of August, 2019, before me, Paul Toomey, the undersigned Officer, personally appeared and acknowledged her/himself to be the President of Geographic Solutions, Inc., a corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument in furtherance 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: Dec. 6, 2022

(SEAL)



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

Date: 8/29/19

[Signature]  
Dennis Goulet, Commissioner/CIO  
Department of Information Technology

Date: 8/29/2019

Approved by the Attorney General (Form, Substance and Execution)  
[Signature]  
State of New Hampshire, Department of Justice

Date: 8/30/2019

Governor & Council Approval  
\_\_\_\_\_

Date: \_\_\_\_\_

Initial all pages  
Vendor Initials HT

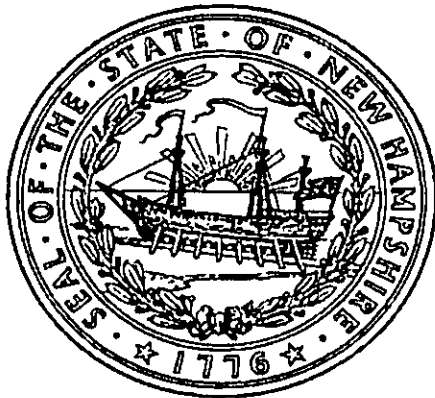
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GEOGRAPHIC SOLUTIONS, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on March 13, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 369360

Certificate Number: 0004572929



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of August A.D. 2019.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation with Seal)

I, Candace E. Cobb, Accounting Manager of  
(Corporation Representative Name) (Corporation Representative Title)  
Geographic Solutions, Inc., do hereby certify that:  
(Corporation Name)

(1) I am the duly elected and acting Clerk/Secretary of  
(Corporation Representative Title)  
Geographic Solutions, Inc., a Florida corporation (the  
"Corporation");  
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(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

28th day of August, 2019, which meeting was duly held in accordance with  
Florida law and the by-laws of the Corporation:  
(State of Incorporation)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the New Hampshire Employment Security (NHES), providing for the performance by the Corporation of certain IT Consulting services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, 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) as (she) (he) (any of them) 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 described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

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

Paul Toomey President Name  
Paul Toomey Vice President Name  
Paul Toomey Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary  
(Title)

of the Corporation and have affixed its corporate seal this 28th day of August, 2019.

Candace E Cobb  
(Clerk/Secretary)

(Seal)

STATE OF Florida

COUNTY OF Pinellas

On this the 28th day of August, 2019, before me, Ayana Merrills, the undersigned officer, personally appeared Candace E. Cobb, who acknowledge her/himself to be the

Secretary, of Geographic Solutions, Inc., a corporation, and that she/he, as (Title) (Name of Corporation)

such Secretary being authorized to do so, executed the foregoing instrument for the (Title)

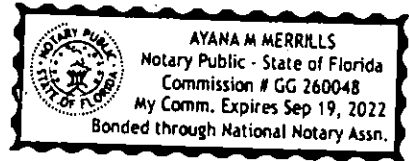
purposes therein contained, by signing the name of the corporation by her/himself as

Secretary

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

Ayana M. Merrills  
Notary Public/Justice of the Peace

My Commission expires: Sep 19, 2022





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/28/2019

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Stahl & Associates Insurance Inc. 3939 Tampa Road Oldsmar FL 34677		<b>CONTACT NAME:</b> Brooke Valentin <b>PHONE (A/C, No, Ext):</b> (813) 818-5300 <b>FAX (A/C, No):</b> (813) 818-5396 <b>E-MAIL ADDRESS:</b> brooke.valentin@stahlinsurance.com	
<b>INSURED</b> Geographic Solutions, Inc. 1001 Omaha Circle Palm Harbor FL 34683		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Great Northern Insurance Co	NAIC #: 20303
		INSURER B: Federal Insurance Company	20281
		INSURER C: Phoenix Insurance Company	25823
		INSURER D: Endurance American Specialty Ins Co	41718
		INSURER E: National Union Fire	19445
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19-20 Master COI 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.

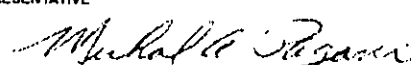
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		Y	35935113	05/25/2019	05/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Combined Total Agg \$ 5,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			99486726	05/25/2019	05/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79880107	05/25/2019	05/25/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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	UB-6N916326	05/25/2019	05/25/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Tech E&O / Cyber			PRO10011187902	05/25/2019	05/25/2020	Aggregate \$5,000,000

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

NH Department of Employment Security is designated as additional insured with regard to general liability under the additional insured form 80022367 (attached), subject to policy terms, conditions, and exclusions.

## CERTIFICATE HOLDER

## CANCELLATION

NH Department of Employment Security 45 South Fruit Street 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 

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Stahl & Associates Insurance Inc.		NAMED INSURED Geographic Solutions, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: : Notes

D 1st Excess Layer: Tech E&O / Cyber MTE903511202 5/25/2019 - 5/25/2020 Aggregate \$10,000,000  
E 2nd Excess Layer: Tech E&O / Cyber 014214550 5/25/2019 - 5/25/2020 Aggregate \$15,000,000  
C 3rd Excess Layer: Tech E&O / Cyber PRX10011194202 5/25/2019 - 5/25/2020 Aggregate \$20,000,000



ADMINISTRATIVE OFFICE  
 45 SOUTH FRUIT STREET  
 CONCORD, NH 03301-4857



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

May 3, 2017

His Excellency, Governor Christopher T. Sununu  
 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 \$667,626, from \$1,918,088 to \$2,585,714, for three additional years of maintenance and support plus enhancement of the Job Match & Labor Exchange System ("JMS"), from July 1, 2017 to June 30, 2020.

The original contract was approved by Governor and Council on September 17, 2008, as Item # 36. There have been ~~three~~ <sup>four</sup> amendments to the contract with Geographic Solutions, Amendments A, B, C and D, approved by Governor and Council on May 25, 2011 (Item #32), on April 17, 2013 (Item #41), on December 23, 2014 (Item #32) and on June 15, 2016 (Item #35), respectively.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal year 2018 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

		State Fiscal Year		
		2018	2019	2020
01-03-03-030010-76270000	DEPT OF INFORMATION TECHNOLOGY			
038-509038	Agency Application Software	\$217,002	\$223,512	\$223,512
02-27-27-270010-80400000	DEPT OF EMPLOYMENT SECURITY			
038-509038	Agency Application Software	\$3,600		

**EXPLANATION**

NHES is requesting approval of the attached contract amendment for three additional years 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")

*NHES is a proud member of America's Workforce Network and NH Works. NHES is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. Auxiliary Aids and Services are available on request of individuals with disabilities*

Telephone (603) 224-3311 Fax (603) 228-4145 TDD/TTY Access: Relay 1-800-735-2964 Web site: www.nhes.nh.gov

programs. The amendment also includes upgrading technology supporting resume services to allow near-real time integration between JMS and NH Unemployment Insurance Benefit System (NHUIS), and implementing an interface to allow resume services to create resumes from claimant view and update work history each time new employment is entered. 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.

On January 14, 2015, NHES published a Request For Information (RFI) seeking information from vendors of competing job match systems to determine whether there were products available that should be considered in lieu of continuing with this sole source contract. Based on the results of the RFI, it was determined Geographic Solutions, Inc. continued to provide the best solution for its business needs at the best value in terms of price.

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

Respectfully submitted,



Denis Goulet, Commissioner  
Department of Information Technology



George N. Copadis, Commissioner  
New Hampshire Employment Security



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

WHEREAS, as a result of RFP #2009-013, and pursuant to an Agreement approved by Governor and Council on September 17, 2008, Item #36, hereinafter referred to as "Agreement," Geographic Solutions, Inc., hereinafter referred to as "Vendor," agreed to supply certain products and services in connection with its proprietary Job Match and Labor Exchange System ("Job Match System" or "JMS") based upon terms and conditions specified in the Agreement, and in consideration of payment of certain sums 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 A dated March 18, 2011, and approved by Governor and Council on May 11, 2011 (Item #32), to allow for two years of ongoing maintenance and support of the Job Match System;

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

WHEREAS, said Agreement was further modified by Contract Amendment C dated December 9, 2014, and approved by Governor and Council on December 23, 2014, to allow for one additional year of maintenance and support of JMS from July 1, 2015 to June 30, 2016, while NHES put out a Request for Information to consider other job match products and services.

WHEREAS, on January 14, 2015, NHES published an RFI seeking information from suppliers of competing job match systems to determine whether there were products available that should be considered in lieu of continuing with this sole source contract. Based on the results of the RFI, NHES determined that Geographic Solutions, Inc. continued to provide the best solution for its business needs at the best value in terms of price;

WHEREAS, on June 15, 2016, NHES entered into Contract Amendment D, which extended maintenance and support for an additional year, from June 30, 2016 to June 30, 2017, and was approved by Governor and Council on June 15, 2016 (Item #35);

WHEREAS, NHES is now required to implement changes to its Job Match System in keeping with the requirements of the federal Workforce Innovation and Opportunity Act ("WIOA"). The required changes include developing and implementing enhancements to the transfer of information between the Job Match System and NH Unemployment Insurance System (NHUIS) with respect to resume services and work history updates, as well as implementing a common portal for the workforce programs, which will be addressed in the future;

WHEREFORE, given NHES's history of successful program management with the existing Job Match System and the need to make changes while preserving the best level of access and service to the public, NHES is seeking to enter into a sole source amendment to extend

Initial all pages  
Vendor Initials *[Signature]*

maintenance and support of JMS for a three (3) year period, while adding scope to achieve the compliance driven system changes described above.

**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 C, 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, 2020.
2. Amend Section 1.8 of Amended Agreement P-37 Form by increasing the Price Limitation from \$1,918,088.00 to \$2,585,714.00.
3. Amend Section 2.1 of Amended Agreement - Statement of Work – Contract Term as further described in Table 1.
4. Amend Exhibit A – Contract Deliverables, Section 2 Implementation Schedule, Milestones and Activities as described in Table 2.
5. Amend Exhibit B – Price and Payment Schedule, Section 1 Deliverable Payment Schedule as described in Table 3.

**Table 1**

Contract #2009-013C Statement of Work	AMENDED TEXT
<p><b>Contract Term</b> <b>Section 2.1 Term</b></p>	<p><b>Currently reads:</b> <b>Term</b> 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 <b>June 30, 2017.</b></p> <p><b>Replace with:</b> <b>Term</b> 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 <b>June 30, 2020.</b></p>

**Table 2**

Contract #2009-013C Exhibit A	AMENDED TEXT			
Section 2.1 Implementation Schedule – Activities/ Deliverables/ Milestones	<b>ADD:</b>			
	Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
	51	Ongoing Maintenance and Support of System Software Modules, including Spanish Language Interface.	Software	July 1, 2017 - June 30, 2020
52	Upgrade technology supporting Resume Services to allow near-real time integration between JMS and NHUIS.  Implement interface to allow Resume Services to create resumes from Claimant View and update Work History each time new employment is entered.	Software/ Consultation	Upon G&C approval – February 28, 2018	

**Table 3**

Contract #2009-013C Exhibit B	AMENDED TEXT
Section 1.1 Not to Exceed	<p><b>Currently reads:</b></p> <p>This is a Not to Exceed (NTE) Contract totaling \$ 1,918,088.00 for the period between the Effective Date and June 30, 2017. 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><b>Replace with:</b></p>

This is a Not to Exceed (NTE) Contract totaling \$2,585,714.00 for the period between the Effective Date and June 30, 2020. 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 on a pro-rata monthly basis for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
51	Ongoing Maintenance and Support of System Software Modules, including Spanish Language Interface, for a three year period.	Software	July 1, 2017 - June 30, 2020 [Year 1 [Year 2 [Year 3	\$664,026.00 \$217,002.00 \$223,512.00 \$223,512.00
52	Upgrade technology supporting Resume Services to allow near-real time integration between JMS and NHUIS.  Implement interface to allow Resume Services to create resumes from Claimant View and update Work History each time new employment is entered.	Software/ Consultation	Upon G&C approval – February 28, 2018	\$3,600.00

<b>Section 2 – Total Contract Price</b>	<p><b>Currently reads:</b> 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 <b>\$1,918,088.00</b>. (“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><b>Replace with:</b> 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 <b>\$2,585,714.00</b>. (“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 4  
Contract 2009-013C – JOB MATCH LABOR EXCHANGE SYSTEM**

<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>END DATE</b>	<b>CONTRACT AMOUNT</b>
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
2009-013D	Fourth Amendment to the Job Match Labor Exchange System Contract	June 30, 2017	\$ 217,002.00
2009-013E	Fifth Amendment to the Job Match Labor Exchange System Contract	June 30, 2020	\$ 667,626.00
	<b>CONTRACT TOTAL</b>		<b>\$2,585,714.00</b>

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: 4/28/2017

Corporate Signature Notarized: STATE OF FLORIDA

COUNTY OF PINELLAS

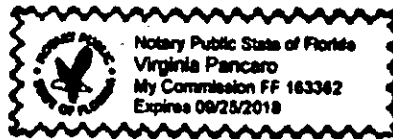
On this the 28 day of April, 2017, before me, Paul Toomey, the undersigned Officer, personally appeared and acknowledged her/himself to be the President of Geographic Solutions, Inc., a corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument in furtherance 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: 9/25/18

(SEAL)



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

Date: 4/25/17

[Signature]  
Denis Goulet, Commissioner/CIO  
Department of Information Technology

Date: 4/27/2017

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

[Signature]  
State of New Hampshire, Department of Justice

Date: 5/3/17



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

April 19, 2017

George N. Copadis, Commissioner  
New Hampshire Employment Security  
State of New Hampshire  
45 South Fruit Street, Suite 14  
Concord, NH 03301

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a **sole source** contract with Geographic Solutions, Inc, of Palm Harbor, FL as described below and referenced as DoIT No. 2009-013E.

This request is to enter into a **sole source** contract amendment to extend ongoing Maintenance and Support of System Software Modules, including the Spanish Language Interface, upgrading technology supporting Resume Services to allow near-real time integration between JMS and NHUIS, and Implementing an interface to allow Resume Services to create resumes from Claimant View and update Work History each time new employment is entered.

The current contract amount will increase by \$667,626.00 from \$1,918,088.00, to a new total of \$2,585,714.00, effective on the date of Governor and Council approval through June 30, 2020.

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

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

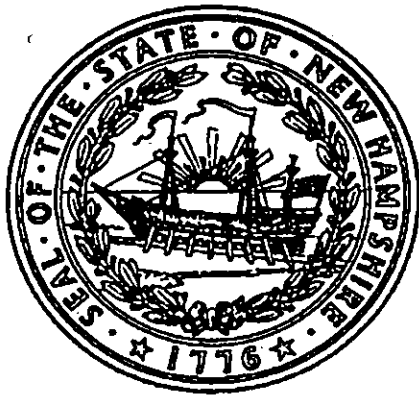
DG/kaf  
DoIT No. 2009-013E  
cc: Bill Laycock, DoIT

**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. is a Florida Profit Corporation registered to transact business in New Hampshire on March 13, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 369360



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State



**Corporate Resolution**

I, Candace Cobb, hereby certify that I am duly elected Clerk/Secretary of  
(Name)

Geographic Solutions, Inc.. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on April 13, 2017,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Paul Toomey is  
(Name and Corporate Title)

duly authorized to enter into contracts or agreements on behalf of

Geographic Solutions, Inc. with the State of New Hampshire and any of  
(Name of Corporation)

its agencies or departments and further is authorized to execute any  
documents which may in his 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 listed above currently occupies the position indicated and that  
they have full authority to bind the corporation. To the extent that there are any limits on the  
authority of the listed individual to bind the corporation in contracts with the State of New  
Hampshire, all such limitations are expressly stated herein.

DATED: 4-18-17

ATTEST: Candace Cobb  
(Name & Title)

Accounting & Payroll  
Specialist



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2016

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).

<b>PRODUCER</b> Stahl & Associates Insurance Inc. 3939 Tampa Road Oldsmar FL 34677		<b>CONTACT NAME:</b> Christina Hayes, CIC <b>PHONE (AC No. Em):</b> (813) 818-5300 <b>FAX (AC No.):</b> (813) 818-5396 <b>E-MAIL ADDRESS:</b> christina.hayes@stahlinsurance.com	
<b>INSURED</b> Geographic Solutions Inc. 1001 Omaha Circle Palm Harbor FL 34683		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Federal Insurance Company	<b>NAIC #:</b> 20281
		<b>INSURER B:</b> Navigators Speciality Insurance Co	<b>NAIC #:</b> 36056
		<b>INSURER C:</b> AIG Speciality Insurance Company	<b>NAIC #:</b> 26883
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 16-17 COI w/Excess

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 <input checked="" type="checkbox"/> Cyber E&O \$2,000,000 Agg GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35935113	5/25/2016	5/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 Employment Practices Lib Ins \$ 5,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			99486726	5/25/2016	5/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79880107	5/25/2016	5/25/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71743072	5/25/2016	5/25/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	CyberE&O Excess of \$2MM			CE16CTL051111IC	5/25/2016	5/25/2017	Per Claim/Pol Period Aggregate \$3,000,000
C	CyberE&O Excess of \$5MM			014201891	5/25/2016	5/25/2017	Policy Limit \$5,000,000

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

**CERTIFICATE HOLDER**

NH 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

M Pagano, AAI/HAYES

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ACORD 25 (2014/01)

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INS025 (201401)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/23/2016

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.

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PRODUCER Stahl & Associates Insurance Inc. 3939 Tampa Road Oldsmar FL 34677	CONTACT NAME: Christina Hayes, CIC
	PHONE (A/C, No, Ext): (813) 818-5300 FAX (A/C, No): (813) 818-5396
	E-MAIL ADDRESS: christina.hayes@stahlinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Federal Insurance Company NAIC # 20281
	INSURER B: Navigators Speciality Insurance Co 36056
	INSURER C: AIG Specialty Insurance Company 26883
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 16-17 COI w/Excess 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
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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	N/A	71743072	5/25/2016	5/25/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	CyberE&O Excess of \$2MM			CB16CTL0511111C	5/25/2016	5/25/2017	Per Claim/Pol Period Aggregate \$3,000,000
C	CyberE&O Excess of \$5MM			014201891	5/25/2016	5/25/2017	Policy Limit \$5,000,000

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

<b>CERTIFICATE HOLDER</b>  NH Department of Information Technology 27 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b>  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  M Pagano, AAI/HAYES <i>M. Pagano</i>

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35 98



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/doit

Denis Goulet  
Commissioner

May 10, 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 (DoIT), for the benefit of 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 \$1,701,086.00 to \$1,918,088.00, for an additional year of maintenance and support of the Job Match & Labor Exchange System (JMS), effective upon approval of Governor and Executive Council through June 30, 2017. 100% Federal funds.

The original contract was approved by Governor and Council on September 17, 2008, as Item # 36. There have been three amendments to the contract with Geographic Solutions, Amendments A, B and C, approved by Governor and Council on May 25, 2011 (Item #32), on April 17, 2013 (Item #41) and December 23, 2014 (Item #32), respectively.

Funding is available in the following State Fiscal Year (SFY) 2017.

01 - 03 - 03 - 030010 - 76270000	DoIT for NH Employment Security	<u>SFY 2017</u>
038 - 509038	Technology Software	\$ 217,002.00
03270127	Job Code	

**EXPLANATION**

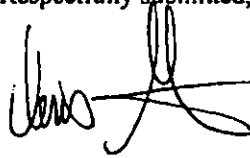
DoIT is requesting approval of the attached contract amendment for an additional year of maintenance and support of the Job Match & Labor Exchange System, which provides job matching, case management and reporting capabilities for United States Department of Labor (USDOL) programs. Geographic Solutions, 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.

On January 14, 2015, NHES published a Request for Information (RFI) seeking information from vendors of competing job match systems to determine whether there were products available that should be considered in lieu of continuing with this sole source contract. Based on the results of the RFI, it was determined Geographic Solutions, Inc. continued to provide the best solution for its business needs at the best value in terms of price.

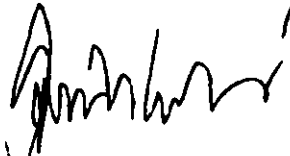
Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
Page 2

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,



Denis Goulet  
Commissioner  
Department of Information Technology



George N. Copadis  
Commissioner  
NH Employment Security

DG/mh  
Contract 2009-013D



**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](http://www.nh.gov/doi)

**Denis Goulet**  
Commissioner

April 27, 2016

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 one year of ongoing maintenance and support for the Job Match and Labor Exchange System as described below and referenced as DoIT No. 2009-013D.

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. The current contract amount will increase by \$217,002.00 from \$1,701,086.00, to a new total of \$1,918,088.00, effective on the date of Governor and Council approval through June 30, 2017.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Denis Goulet', with a large flourish at the end.

Denis Goulet

DG/mh  
DoIT 2009-013D

cc: William Laycock, DoIT

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

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 products and services in connection with its proprietary Job Match and Labor Exchange System ("Job Match System" or "JMS"), based 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 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 System;

WHEREAS, said Agreement was modified by 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, said Agreement was further modified by Contract Amendment C dated December 9, 2014, and approved by Governor and Council on December 23, 2014, to allow for an additional year of maintenance and support of JMS from July 1, 2015 to June 30, 2016 while NHES put out a Request for Information to consider other job match products and services.


WHEREAS, on January 14, 2015, NHES published an RFI seeking information from vendors of competing job match systems to determine whether there were products available that should be considered in lieu of continuing with this sole source contract. Based on the results of the RFI, NHES determined that Geographic Solutions, Inc. continued to provide the best solution for its business needs at the best value in terms of price. Accordingly, consistent with the terms of Contract Amendment C, NHES wishes to extend Contract 2009-013B from its current completion date of June 30, 2016 to June 30, 2017.

WHEREAS, NHES wishes to increase the contract price by \$217,002.00, increasing the Amended Agreement total from \$1,701,086.00 to a new total of \$1,918,088.00 to cover the cost of services through the new completion date; and

**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 C, 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, 2017.

Initial all pages  
Vendor Initials 

2. Amend Section 1.8 of Amended Agreement P-37 Form by increasing the Price Limitation from \$1,701,086.00 to \$1,918,088.00.
3. Amend Section 1.4 of Amended Agreement Statement of Work as further described in Table 1.

**Table 1**

<b>Contract #2009-013C Statement of Work</b>	<b>AMENDED TEXT</b>											
<b>Contract Term Section 2.1 Term</b>	<p><b>Currently reads:</b>  <b>Term</b>  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 <b>one (1) additional</b> 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> <p><b>Replace with:</b>  <b>Term</b>  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 <b>June 30, 2017.</b></p>											
<b>Contract #2009-013C Exhibit A</b>	<b>AMENDED TEXT</b>											
<b>Section 2.1 Implementation Schedule – Activities/ Deliverables/ Milestones</b>	<p><b>ADD:</b></p> <table border="1" data-bbox="570 1421 1295 1823"> <thead> <tr> <th data-bbox="570 1421 751 1513">Reference Number</th> <th data-bbox="751 1421 933 1513">Activity, Deliverable, or Milestone</th> <th data-bbox="933 1421 1115 1513">Deliverable Type</th> <th data-bbox="1115 1421 1295 1513">Projected Delivery Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="570 1513 751 1823">50</td> <td data-bbox="751 1513 933 1823">Ongoing Maintenance and Support of System Software Modules, including Spanish Language Interface.</td> <td data-bbox="933 1513 1115 1823">Software</td> <td data-bbox="1115 1513 1295 1823">July 1, 2016 - June 30, 2017</td> </tr> </tbody> </table>				Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	50	Ongoing Maintenance and Support of System Software Modules, including Spanish Language Interface.	Software	July 1, 2016 - June 30, 2017
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date									
50	Ongoing Maintenance and Support of System Software Modules, including Spanish Language Interface.	Software	July 1, 2016 - June 30, 2017									

Initial all pages  
Vendor Initials



<b>Contract #2009-013C</b> <b>Exhibit B</b>	<b>AMENDED TEXT</b>														
<b>Section 1.1</b> <b>Not to Exceed</b>	<p><b>Currently reads:</b></p> <p>This is a Not to Exceed (NTE) Contract totaling <b>\$1,701,086.00</b> 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><b>Replace with:</b></p> <p>This is a Not to Exceed (NTE) Contract totaling <b>\$1,918,088.00</b> for the period between the Effective Date and June 30, 2017. 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 on a pro-rata monthly basis for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p> <p><b>ADD:</b></p>														
	<table border="1"> <thead> <tr> <th data-bbox="555 1055 708 1183">Reference Number</th> <th data-bbox="708 1055 870 1183">Activity, Deliverable, or Milestone</th> <th data-bbox="870 1055 1026 1183">Deliverable Type</th> <th data-bbox="1026 1055 1162 1183">Projected Delivery Date</th> <th data-bbox="1162 1055 1323 1183">Payment Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="555 1183 708 1630">50</td> <td data-bbox="708 1183 870 1630">Ongoing Maintenance and Support of System Software Modules, including Spanish Language Interface, for a one year period.</td> <td data-bbox="870 1183 1026 1630">Software</td> <td data-bbox="1026 1183 1162 1630">July 1, 2016 - June 30, 2017</td> <td data-bbox="1162 1183 1323 1630">\$217,002.00</td> </tr> </tbody> </table>	Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount	50	Ongoing Maintenance and Support of System Software Modules, including Spanish Language Interface, for a one year period.	Software	July 1, 2016 - June 30, 2017	\$217,002.00				
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount											
50	Ongoing Maintenance and Support of System Software Modules, including Spanish Language Interface, for a one year period.	Software	July 1, 2016 - June 30, 2017	\$217,002.00											

Initial all pages  
Vendor Initials

<b>Section 2 – Total Contract Price</b>	<p><b>Currently reads:</b> 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 <b>\$1,701,086.00</b>. (“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><b>Replace with:</b> 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 <b>\$1,918,088.00</b>. (“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>
---	--

**Table 2 Contract 2009-013C – JOB MATCH LABOR EXCHANGE SYSTEM**

<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>END DATE</b>	<b>CONTRACT AMOUNT</b>
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
2009-013D	Fourth Amendment to the Job Match Labor Exchange System Contract	June 30, 2017	\$ 217,002.00
	<b>CONTRACT TOTAL</b>		<b>\$1,918,088.00</b>

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.

Initial all pages  
Vendor Initials





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 5th day of May, 2016, 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 5th day of May, 2016.

Candace E Cobb Clerk/Secretary

STATE OF Florida

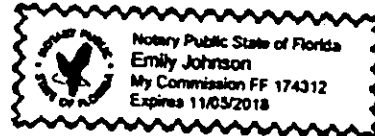
COUNTY OF Pinellas

On this the 5th day of May 2016, before me, Emily Johnson, the undersigned Officer, personally appeared Candace E Cobb, who acknowledged herself to be the Secretary, of Geographic Solutions, 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.

Emily Johnson  
Notary Public/Justice of the Peace

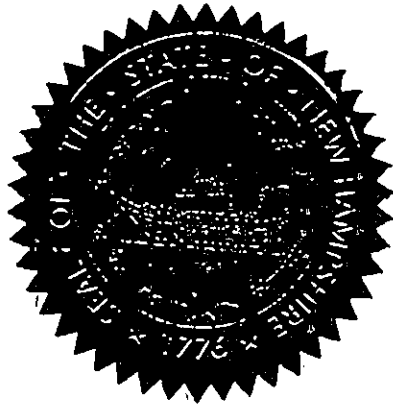
My Commission Expires: 11/05/2018



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 12<sup>th</sup> day of May, A.D. 2016

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

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/21/2016

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 Stahl & Associates Insurance Inc. 3939 Tampa Road Oldsmar FL 34677	CONTACT NAME: Patsy Penn, CIC
	PHONE (A/C No. Ext): (813) 818-5300 FAX (A/C No.): (813) 818-5396 E-MAIL ADDRESS: patsy.penn@stahlinsurance.com
INSURED Geographic Solutions Inc. 1001 Omaha Circle Palm Harbor FL 34683	INSURER(S) AFFORDING COVERAGE
	INSURER A: Chubb Insurance Companies
	INSURER B: Navigators Speciality Insurance Co
	INSURER C: AIG Specialty Insurance Co.
	INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL159242811 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.

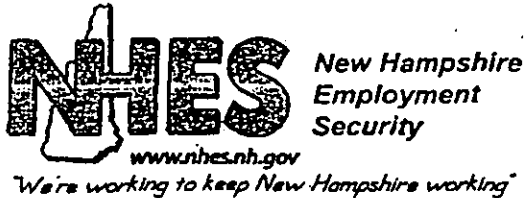
INSUR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR NOVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cyber E&O \$2,000,000 Agg GEM. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35935113	5/25/2015	5/25/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices Lib Ins \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			99486726	5/25/2015	5/25/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79880107	5/25/2015	5/25/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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	N/A	71743072	5/25/2015	5/25/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber E&O - Excess / \$2,000,000			CE15CTLO51111IC	9/21/2015	5/25/2016	Per Claim / Pol Period Aggregate \$3,000,000
C	Cyber E&O - Excess / \$5,000,000			018178975	9/21/2015	5/25/2016	Policy Limit \$5,000,000

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

<b>CERTIFICATE HOLDER</b>  NH Employment Security 45 South Fruit Street Concord, NH 03301	<b>CANCELLATION</b>  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 Mike Pagano, AAI/PENN <i>Michael Pagano</i>

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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

#32  
12/23/14

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:

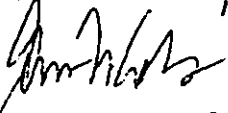
01 - 03 - 03 - 030010 - 76270000	DoIT for NH Employment Security	SFY 2016
038 - 509038	Technology Software	\$ 217,002.00
03270127	Job Code	

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/doi

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,

  
Steven J. Kelleher

SJK/tm  
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**

<b>Contract #2009-013C Statement of Work</b>	<b>AMENDED TEXT</b>															
<b>Contract Term Section 2.1 Term</b>	<p><b>Currently reads:</b>  <b>Term</b>  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><b>Replace with:</b>  <b>Term</b>  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>															
<b>Contract #2009-013C Exhibit A</b>	<b>AMENDED TEXT</b>															
<b>Section 2.1 Implementation Schedule – Activities/ Deliverables/ Milestones</b>	<p><b>ADD:</b></p> <table border="1" data-bbox="532 1357 1247 1747"> <thead> <tr> <th data-bbox="532 1357 699 1453">Reference Number</th> <th data-bbox="699 1357 878 1453">Activity, Deliverable, or Milestone</th> <th data-bbox="878 1357 1062 1453">Deliverable Type</th> <th data-bbox="1062 1357 1247 1453">Projected Delivery Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="532 1453 699 1555">48</td> <td data-bbox="699 1453 878 1555">Ongoing Maintenance and Support</td> <td data-bbox="878 1453 1062 1555">Software</td> <td data-bbox="1062 1453 1247 1555">July 1, 2015- June 30, 2016</td> </tr> <tr> <td data-bbox="532 1555 699 1747">49</td> <td data-bbox="699 1555 878 1747">Extend support of Spanish Version (VOS) of JMS software.</td> <td data-bbox="878 1555 1062 1747">Software</td> <td data-bbox="1062 1555 1247 1747">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													

<b>Contract #2009-013C</b> <b>Exhibit B</b>	<b>AMENDED TEXT</b>				
<b>Section 1.1</b> <b>Not to Exceed</b>	<p><b>Currently reads:</b>  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><b>Replace with:</b>  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><b>ADD:</b></p>				
	<b>Reference Number</b>	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>	<b>Payment Amount</b>
	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.*

<p><b>Section 2 – Total Contract Price</b></p>	<p><b>Currently reads:</b>  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><b>Replace with:</b>  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
	<b>CONTRACT TOTAL</b>		<b>\$1,701,086.00</b>

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.

Amendment B



New Hampshire  
Employment  
Security

www.nhes.nh.gov

We're working to keep New Hampshire working

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



GEORGE N. COPADIS, COMMISSIONER

April 3, 2013

#41  
4/17/13

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 a contract amendment with Geographic Solutions, Inc. (VC# 171714), Palm Harbor, FL, increasing the contract amount by \$423,204 from \$1,060,880 to \$1,484,084 for an additional two years of ongoing maintenance of the Job Match & Labor Exchange System from July 1, 2013 through June 30, 2015. The original contract submission was approved by Governor and Council as item # 36 on September 17, 2008 and amended as item # 32 on May 25, 2011. 100% Federal Funds.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2014 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

02 - 27 - 27 - 270010 - 8041 DEPT OF EMPLOYMENT SECURITY					
				FY 2014	FY 2015
10 -	02700	- 80410000 - 030 -	500312 Computer Software,	\$ 211,602.00	\$ 211,602.00

Major

Vendor Code: 171714 Geographic Solutions, Inc.

RQ#: TBD

Explanation

NHES is requesting approval of the attached contract amendment for an additional two years of maintenance and support of the new the Job Match & Labor Exchange System. Geographic Solutions, Inc. is the only vendor that can provide this service as they are the developer and owner of this software package and the sole organization that is allowed to support the software package.

The purpose of this contract amendment is to assure non-disjunctive operation of the Job Match & Labor Exchange System for two additional years.

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

Respectfully submitted,

George N. Copadis  
Commissioner

GNC/jdr  
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

Peter C. Hastings  
Acting Commissioner

March 15, 2013

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 two years of ongoing maintenance and support for the Job Match and Labor Exchange System as described below and referenced as DoIT No. 2009-013B.

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. The current contract amount will increase by \$423,204 from \$1,060,880, to a new total of \$1,484,084. Upon Governor and Council approval, the new contract period will begin on July 1, 2013 and extend through June 30, 2015.

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 cursive script that reads "Peter C. Hastings".

Peter C. Hastings

PCH/atm  
DoIT 2009-013B

cc: William Laycock, DoIT  
Leslie Mason, DoIT

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

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 Agreement and in consideration of payment by New Hampshire Employment Security, hereinafter referred to as NHES, acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to an Amended Agreement, Contract #2009-013A, approved by Governor and Council, on May 11, 2011, Item #32, hereinafter referred to as Amended Agreement, Vendor agreed to supply certain services upon terms and conditions specified in Amended Agreement and in consideration of payment by NHES, acting for the benefit of the Agency, certain sums as specified therein;

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

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

WHEREAS, NHES wishes to extend Contract 2009-013A from its current completion date of June 30, 2013 to June 30, 2015;

WHEREAS, NHES wishes to increase contract price by \$423,204.00, increasing Amended Agreement amount from \$1,060,880.00 to a new total amount of \$1,484,084.00 to cover the cost of additional services through new completion date;

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

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

General Provisions of Amended Agreement, including but not limited to, P-37 Form, Statement of Work, Contract Term, and Exhibit B are hereby amended as follows below, in word and in tables one and two:

1. Amend Section 1.6 of Amended Agreement P-37 Form to reflect a new completion date of June 30, 2015.
2. Amend Section 1.8 of Amended Agreement P-37 Form by increasing contract price of \$1,060,880.00 to \$1,484,084.00.
3. Amend Section 1.4 of Amended Agreement Statement of Work by increasing Price Limitation by \$423,204.00 from contract amount of \$1,060,880 to \$1,480,880.00.

**Table 1**

Contract # 2009-013B- Statement of Work	AMENDED TEXT
Contract Term Section 2.1 Term	<p>Currently reads:</p> <p><b>Term</b> 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, 2013. The Term may be extended for one (1) additional two (2) year period. ("Extended</p>

Initial all pages  
Vendor Initials PT

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

Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for the extended term, up to but not beyond June 30, 2015.

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").

The Contract shall begin on the Effective Date and extend through June 30, 2015, with no additional extensions allowed.

**AMENDED TEXT**

**Section 2.1**  
**Implementation**  
**Schedule-**  
**Activities/**  
**Deliverables/**  
**Milestones**

**ADD:**

Reference Number	Activity, Deliverable. Or Milestones	Deliverable Type	Projected Delivery Date
46	Ongoing Maintenance and Support	Software	July 1, 2013- June 30, 2014
47	Ongoing Maintenance and Support	Software	July 1, 2014- June 30, 2015

**AMENDED TEXT**

**Section 1.1**  
**Not to Exceed**

**Currently reads:**  
 This is a Not to Exceed (NTE) Contract totaling \$1,060,880 for the period between the Effective Date through June 30, 2013. 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.

**Replace with:**  
 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.

**ADD:**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
46	Ongoing Maintenance and Support	Software	July 1, 2013- June 30, 2014	\$211,602.00

Initial all pages  
 Vendor Initials   fz

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

	47	Ongoing Maintenance and Support	Software	July 1, 2014 - June 30, 2015	\$211,602.00
<b>Section 2 Total Contract Price</b>	<p><b>Currently reads:</b> 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 \$1,060,880.00. ("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><b>Replace with:</b> 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>				

**Table 2 Contract 2009-013B - JOB MATCH LABOR EXCHANGE SYSTEM**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2009-013	Original Job Match Labor Exchange Contract	June 30, 2011	\$ 650,000
2009-013A	First Amendment to the Job Match Labor Exchange System Contract	June 30, 2013	\$ 410,888
2009-013B	Second Amendment to the Job Match Labor Exchange System Contract	June 30, 2015	\$ 423,204
<b>CONTRACT TOTAL</b>			<b>\$1,484,084</b>

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

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

Initial all pages  
Vendor Initials   87

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

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

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

Date: 3/12/2013

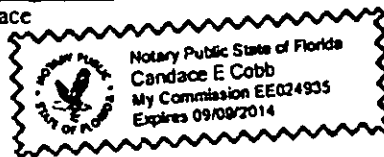
Corporate Signature Notarized: STATE OF Florida  
COUNTY OF Pinellas

On this the 12 day of March, 2013 before me, Candace Cobb,  
the undersigned Officer Paul Toomey, personally appeared and acknowledged her/himself to be the  
President of Geographic Solutions, Inc., a corporation, and that  
she/he, as such Paul Toomey being authorized to do so, executed the foregoing  
instrument for the purposes therein contained, by signing the name of the corporation by her/himself as  
Geographic Solutions, Inc.

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

[Signature]  
Notary Public/Justice of the Peace

My Commission Expires:  
(SEAL)



State of New Hampshire

[Signature]  
Commissioner, New Hampshire Employment Security

Date: 3/14/13

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

[Signature]  
State of New Hampshire, Department of Justice

Date: 3/15/13



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



TARA G. REARDON, COMMISSIONER  
DARRELL L. GATES, DEPUTY COMMISSIONER

May 10, 2011

#32  
5/25/11

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, NH 03301

Requested Action

To authorize New Hampshire Employment Security (NHES) to enter into a contract amendment with Geographic Solutions, Inc. (VC# 171714), Palm Harbor, FL, increasing the contract amount by \$410,880 from \$650,000 to \$1,060,880 for an additional two years of ongoing maintenance of the Job Match & Labor Exchange System from July 1, 2011 through June 30, 2013. The original contract submission was approved by Governor and Council as item # 36 on September 17, 2008. 100% Federal Funds.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2012 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY-2012</u>	<u>FY 2013</u>
10 - 02700 - 80410000 - 030 - 500312 Computer Software	\$ 205,440.00	\$ 205,440.00
Vendor Code: 171714 Geographic Solutions, Inc.		
RQ#: 119155		

Explanation

NHES is requesting approval of the attached contract amendment for an additional two years of maintenance and support of the new the Job Match & Labor Exchange System. Geographic Solutions, Inc. is the only vendor that can provide this service as they are the developer and owner of this software package and the sole organization that is allowed to support the software package.

The purpose of this contract amendment is to assure non-disjunctive operation of the Job Match & Labor Exchange System for two additional years.

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

Sincerely,

Tara G. Reardon  
Commissioner

TGR/jdr  
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

S. William Rogers  
*Acting Commissioner*

April 26, 2011

Darrell L. Gates, Deputy Commissioner  
State of New Hampshire  
New Hampshire Employment Security  
32 South Main St  
Concord, NH 03301-4857

Dear Deputy Commissioner Gates:

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 two years of ongoing maintenance and support for the new Job Match and Labor Exchange System as described below and referenced as DoIT No. 2009-013A.

This request is to enter into a contract amendment to provide ongoing maintenance and support for the new Job Match and Labor Exchange System for the Department of Employment Security. The current contract amount will increase by \$410,880 from \$650,000 to \$1,060,880. Upon Governor and Council approval the new contract period will begin on July 1, 2011 and extend through June 30, 2013.

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

Sincerely,



S. William Rogers

SWR/efg  
DoIT 2009-013A  
RID 11388

cc: William Laycock, IT Manager, Department of Information Technology  
Eileen Grimmer, CPM, Contract Manager, Department of Information Technology

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

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

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

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to extend the Contract completion date from June 30, 2011 to June 30, 2013.

WHEREAS, the Department wishes to increase the Contract price by \$410,880 increasing the contract amount from \$650,000 to a new total contract price of \$1,060,880.

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.6 of the Statement of Work of the Agreement to reflect a new completion date of June 30, 2013.
2. Amend Section 1.8 of the Statement of Work of the Agreement by increasing the Price Limitation by \$410,880 from \$650,000 to \$1,060,880.
3. The Statement of Work of the Agreement is further amended as described in Table 1:

**Table 1**

Contract # 2009-013A -Statement of Work	AMENDED TEXT
Contract Term Section 2.1 Term	<p>Currently reads:</p> <p><b>Term</b> 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, 2011. The Term may be extended for two (2) additional two (2) year periods, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for the extended term, up to but not beyond June 30, 2015.</p>



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

	<p><b>Replace with:</b> <b>Term</b> 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, 2013. The Term may be extended for one (1) additional two (2) 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 to but not beyond June 30, 2015.</p>															
<p><b>Contract # 2009-013A-Exhibit A</b></p>	<p><b>AMENDED TEXT</b></p>															
<p><b>Section 2.1 Implementation Schedule- Activities/ Deliverables/ Milestones</b></p>	<p><b>ADD:</b></p> <table border="1" data-bbox="444 825 1224 1087"> <thead> <tr> <th>Reference Number</th> <th>Activity, Deliverable. Or Milestones</th> <th>Deliverable Type</th> <th>Projected Delivery Date</th> </tr> </thead> <tbody> <tr> <td>44</td> <td>Ongoing Maintenance, and Support</td> <td>Software</td> <td>July 1, 2011- June 30, 2012</td> </tr> <tr> <td>45</td> <td>Ongoing Maintenance and Support</td> <td>Software</td> <td>July 1, 2012- June 30, 2013</td> </tr> </tbody> </table>	Reference Number	Activity, Deliverable. Or Milestones	Deliverable Type	Projected Delivery Date	44	Ongoing Maintenance, and Support	Software	July 1, 2011- June 30, 2012	45	Ongoing Maintenance and Support	Software	July 1, 2012- June 30, 2013			
Reference Number	Activity, Deliverable. Or Milestones	Deliverable Type	Projected Delivery Date													
44	Ongoing Maintenance, and Support	Software	July 1, 2011- June 30, 2012													
45	Ongoing Maintenance and Support	Software	July 1, 2012- June 30, 2013													
<p><b>Contract # 2009-013A -Exhibit B</b></p>	<p><b>AMENDED TEXT</b></p>															
<p><b>Section 1.1 Not to Exceed</b></p>	<p><b>Currently reads:</b> This is a Not to Exceed (NTE) Contract totaling \$650,000.00 for the period between the Effective Date through June 30, 2011. 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><b>Replace with:</b> This is a Not to Exceed (NTE) Contract totaling \$1,060,880 for the period between the Effective Date through June 30, 2013. 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><b>ADD to Table:</b></p> <table border="1" data-bbox="444 1634 1269 1900"> <thead> <tr> <th>Reference Number</th> <th>Activity, Deliverable, or Milestone</th> <th>Deliverable Type</th> <th>Projected Delivery Date</th> <th>Payment Amount</th> </tr> </thead> <tbody> <tr> <td>44</td> <td>Ongoing Maintenance and Support</td> <td>Software</td> <td>July 1, 2011- June 30, 2012</td> <td>\$205,440.00</td> </tr> <tr> <td>45</td> <td>Ongoing Maintenance and Support</td> <td>Software</td> <td>July 1, 2012- June 30, 2013</td> <td>\$205,440.00</td> </tr> </tbody> </table>	Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount	44	Ongoing Maintenance and Support	Software	July 1, 2011- June 30, 2012	\$205,440.00	45	Ongoing Maintenance and Support	Software	July 1, 2012- June 30, 2013	\$205,440.00
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount												
44	Ongoing Maintenance and Support	Software	July 1, 2011- June 30, 2012	\$205,440.00												
45	Ongoing Maintenance and Support	Software	July 1, 2012- June 30, 2013	\$205,440.00												

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

<b>Section 2 Total Contract Price</b>	<p><b>Currently reads:</b></p> <p>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 \$650,000.00. ("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><b>Replace with:</b></p> <p>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 \$1,060,880.00. ("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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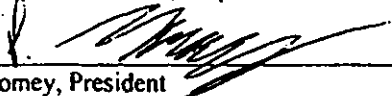
**Table 2 Contract 2009-013A - JOB MATCH LABOR EXCHANGE SYSTEM**

<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>END DATE</b>	<b>CONTRACT AMOUNT</b>
2009-013	Original Job Match Labor Exchange Contract	June 30, 2011	\$ 650,000
2009-013A	First Amendment to the Job Match Labor Exchange System Contract	June 30, 2013	\$ 410,888
	<b>CONTRACT TOTAL</b>		<b>\$1,060,880</b>

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

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

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

  
\_\_\_\_\_  
Paul Toomey, President  
Geographic Solutions, Inc.

Date: April 25, 2011

Corporate Signature Notarized:  
STATE OF Florida

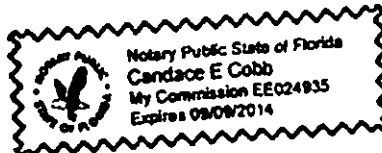
COUNTY OF Pinellas

On this the 25 day of April, 2011, before me, Candace E Cobb, the undersigned Officer Paul Toomey, personally appeared and acknowledged himself to be the President, of Geographic Solutions Inc., a corporation, and that he, as such Paul Toomey being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Geographic Solutions Inc.

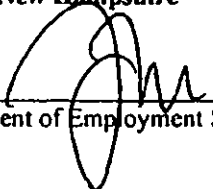
IN WITNESS WHEREOF I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires:  
(SEAL)



State of New Hampshire

  
\_\_\_\_\_  
Department of Employment Security, Commissioner

Date: 4-28-11

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

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice

Date: 5/5/2011



Employment  
SECURITY  
32 SOUTH MAIN STREET  
CONCORD, NEW HAMPSHIRE 03301-4857

Original

#36  
9/17/08

RICHARD S. BROTHERS, Commissioner  
DARRELL L. GATES, Deputy Commissioner

September 3, 2008

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a contract with Geographic Solutions, Inc. (VC# 49812), Palm Harbor, FL in the amount not to exceed \$650,000.00 for a new Job Match and Labor Exchange System from the date of Governor and Council approval through June 30, 2011. 100% Federal funds.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2009 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>
010 - 027 - 8040 - 030 - 0312 Computer Software,	\$ 254,048.00	\$ 196,500.00	\$ 199,452.00
171714 Major			
Vendor Code: 49812 Geographic Solutions, Inc.			

EXPLANATION

NHES is requesting approval of the attached contract for a new Job Match and Labor Exchange System. The current Job Match System (JMS) is a homegrown system that is approximately ten (10) years old and at the end of its life cycle. The proposed new system is a commercial off the shelf (COTS) software package that will replace the current JMS providing a fully operational server-based Internet Job Matching and Labor Exchange System that will be able to provide a job matching process, case management and reporting capabilities for the United States Department of Labor (USDOL) programs, and allow for flexibility to include other programs. Geographic Solutions was the winning bidder on RFP 2009-013 (please see attached). As outlined in the RFP, this project is funded with 100% Federal funds and the total cost of the contract is not to exceed \$650,000. Funds are available as identified in the Approvals and Expenditures (A&E) System, RID 6705. The project shall

begin upon Governor and Executive Council approval, and have an implementation date of March 16, 2009. This project is identified in the New Hampshire Employment Security Technology Plan 2005-2009.

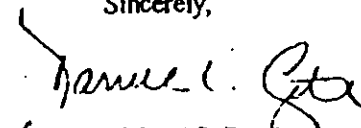
NHES believes this would be more costly and more time consuming to try to enhance the current system to meet current USDOL standards or to develop its own Job Match and Labor Exchange System than to purchase an already built and proven software package. This software package is being used by many other states and it already meets all USDOL standards and guidelines. A major benefit will be having an updated system with new technology and feature sets that are easy to use and that meet USDOL requirements. In addition, the new system will provide improved e-services to the NHES customer-base. This will aid in the effort to get unemployed individuals back to work quicker.

If this product is not procured, then agency operations and State citizens and employers are adversely affected. This application is currently the exclusive means for all client (job seekers and employers) job matching processes, case management and job posting capabilities. This application is responsible for getting unemployed citizens back to work as quickly as possible, and/or providing the training they need to enter a different career path. It is also responsible for all reporting capabilities for the USDOL programs. Without the upgraded system, NHES would not meet the federal requirements for reporting to the USDOL, and that could also cause a potential Federal funding loss for NHES. There is no financial impact on any other municipal or state agency, or the state general fund, as the project is 100% Federally funded.

Attached is the approval letter from the Office of Information Technology (#OIT-2009-013)

Also attached is a list of individuals on the scoring committee, their qualifications and the respective scores of submitted bids.

Sincerely,



for: Richard S. Brothers  
Commissioner

RSB/jr  
Attachments

**Qualifications of Scoring Committee Members:**

Wallace -- She is the lead system analyst on the Job Match System (JMS) technology and development team. She knows the programming code and system specifications better than anyone. Her technical knowledge in the job match area is unmatched at NHES.

Jones & Roy-Innarelli ~ Both are business leaders in the employment service area and have the greatest understanding of what requirements are needed from the new system in order to best meet our customer demand. They are the individuals who can best describe the shortfalls of the current system and what additional features are required going forward. In addition, they know what the United States Department of Labor (USDOL) requirements and standards are for such a system.

Naiditch ~ She is an unbiased individual who does not work for NHES, but works for a partner agency (Workforce Opportunity Council), and is a user of the system. She is very knowledgeable in the area of JMS.

A senior member of the Office of Information Technology Department was involved in the entire evaluation process in an oversight capacity. She was available to only help to guide committee members through the process.

**Scores by Committee Member:**

	<u>Geographic Solutions</u>	<u>America's Job Link Alliance</u>
Wallace	99.0	36.7
Jones	94.5	64.0
Roy-Innarelli	95.0	68.0
Naiditch	91.4	73.5

**Rationale for Scoring (Points Distribution):**

The Proposed Software Solution was given a weight of 40 points because the team felt meeting the requirements, ease of use, aesthetics, and the use of current technology were most important.

Secondly, it was agreed the Corporate Qualifications and Experience of the Vendor's staff would ensure a better product. Therefore, 30 points were assigned to this area.

Vendor's Technical, Service and Project Management were categorized and allotted 10 points in order to do a more refined breakdown.

The Cost Solution was allotted 20 points as this included the initial cost of the software as well as the maintenance cost that had to be within an affordable dollar amount.



STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
Office of the Governor  
27 Hazen Dr., Concord, NH 03301  
603-271-2843 1-800-852-3345 x2843  
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.  
Chief Information Officer

August 29, 2008

Darrell Gates  
Deputy Commissioner  
State of New Hampshire  
Department of Employment Security  
32 Main Street  
Concord, NH 03301

Dear Deputy Commissioner Gates:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your agency's request to enter into an agreement with Geographic Solutions, Inc. (Vendor Code #49812), as described below and referenced as OIT No. 2009-013.

Authorize the New Hampshire Department of Employment Security (NHES) to enter into a contract with Geographic Solutions, Inc. (Vendor Code #49812) of Palm Harbor, Florida 34683 for the purpose of providing a fully operational job Match and Labor Exchange System with job matching, case management, and reporting capabilities for the United States Department of Labor programs with flexibility to include other programs. The contract would be in effect from the date of Governor and Council approval through June 30, 2011, with an implementation date of February 23, 2009. The total cost of the contract is not to exceed \$750,000, of which the contract with Geographic Solutions, Inc. has a price limitation of \$650,000. The additional funds will be held in contingency to be used on new hardware required by the project.

This project is included as an initiative in the New Hampshire Employment Security Technology Plan 2005-2009.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Richard C. Bailey, Jr.", written over a white background.

Richard C. Bailey, Jr.

RCB/efg  
OIT 2009-013  
RID 6705




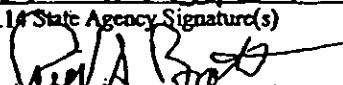
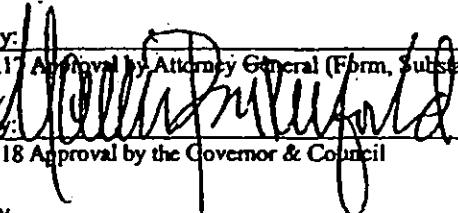
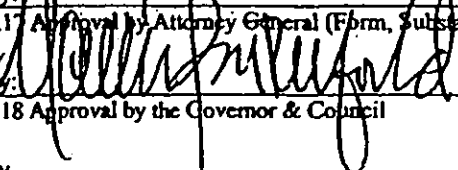
cc: Eileen Grimmer, IT Manager, OIT Bureau of Finance & Administration  
William Laycock, IT Leader, New Hampshire Employment Security, OIT

STATE OF NEW HAMPSHIRE  
 NEW HAMPSHIRE EMPLOYMENT SECURITY  
 JOB MATCH LABOR EXCHANGE SYSEM  
 2009-013  
 CONTRACT  
 CONTRACT DOCUMENT

CONTRACT AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name New Hampshire Employment Security		1.2 State Agency Address 32 South Main Street, Concord, N. H. 03301	
1.3 Contractor Name Geographic Solutions, Inc.		1.4 Contractor Address 1001 Omaha Circle, Palm Harbor, FL 34683	
1.5 Account No. 010-027-8040-030-0312	1.6 Completion Date June 30, 2011	1.7 Audit Date	1.8 Price Limitation \$ 650,000.00
1.9 Contracting Officer for State Agency Richard Brothers		1.10 State Agency Telephone Number	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signor Paul Toomey, President	
1.13 Acknowledgement: State of <u>FL</u> , County of <u>PINELLAS</u> On <u>Aug 27 2008</u> , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactory 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 			
1.13.2 Name & Title of Notary or Justice of the Peace <u>Lisa K. Setser</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) <u>Commissioner Richard Brothers</u>	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants)			
By: 		Director, On:	
1.17 Approval by Attorney General (Form, Substance and Execution)			
By: 		Assistant Attorney General, On: <u>9/4/08</u>	
1.18 Approval by the Governor & Council			
By:		On:	



STATE OF NEW HAMPSHIRE  
 NEW HAMPSHIRE EMPLOYMENT SECURITY  
 JOB MATCH LABOR EXCHANGE SYSTEM  
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**TERMS AND DEFINITIONS**

Capitalized terms used in the Contract shall have the meanings given below:

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A contract duly executed and legally binding.
Certification or Certify	Written Certification and full supporting and written documentation (including, without limitation, test results as applicable) that Geographic Solutions, Inc. has completed development of the Deliverable and certified its readiness for applicable Acceptance Test and/ or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
Contract	This Agreement between the State of New Hampshire and Geographic Solutions, Inc., which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and Geographic Solutions, Inc. who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include, but not be limited to, processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
COTS	Commercial-off-the-shelf software
Data	State's records, files, forms, data and other documents or information in either electronic or paper form that shall be used during the Contract Term.
DBA	Database administrator
Deficiencies	A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. <b>Code Red</b> - Error on page with no content or missing content. <b>Critical</b> -Business process or data error with no workaround. <b>High</b> - Business Process or data error with workaround <b>Medium</b> - Change or fix requested for the current version <b>Low</b> - Change or fix requested for future or current version
Deliverables	Any Written, Software, or Non-Software Deliverable (letter, report,

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	manual, book, other), provided by Geographic Solutions, Inc. to the State under the Contract.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The date of Governor and Executive Council approval.
Fully loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Geographic Solutions, Inc. (GeoSol)	The contractor whose proposal was selected to fulfill the Contract for a new Job Match Labor Exchange System requested in RFP 2009-013 for the Department of Employment Security.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Key Project Staff	Personnel identified by the State and by Geographic Solutions, Inc. as essential to work on the Project.
Non-Exclusive Contract	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Notice to Proceed (NTP)	The State Contract Manager's direction to Geographic Solutions, Inc. to begin work on the Contract on a given date and time.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Order of Precedence	The order in which Contract/Documents preside in the event of a conflict or ambiguity.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Project Team	The group of State employees and Geographic Solutions, Inc. personnel responsible for managing the processes and mechanisms

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	required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Managers	The persons identified in SOW Section 4: <i>Contract Management</i> .
Proposal	Geographic Solutions, Inc.'s written proposal submitted in response to RFP 2009-013.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
Review Period	The period set for Review contained in the Work Plan for a Deliverable. If none is specified, then five (5) business days shall apply.
RFP (Request for Proposal)	Request For Proposal 2009-013
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Service Area	The Service Area for this Contract license is the State of New Hampshire and cities and towns in adjoining states located within 25 miles of the New Hampshire State border.
Services	The work or labor to be performed by Geographic Solutions, Inc. on the Project as described in the Contract.
Software	Virtual OneStop® Software provided by Geographic Solutions, Inc. under the Contract.
Software License	Licenses provided to the State under this Contract for the COTS System.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
SOW	Statement of Work
Specifications	The written specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Employment Security 32 South Main Street Concord, NH 03301
State Confidential Records	State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA

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	Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
State Project Leader	State's representative with regard to Project oversight.
State Project Manager (PM)	State's representative with regard to Project management and technical matters.
Subcontractor	A person, partnership, or company subcontracted by Geographic Solutions, Inc. to perform under the Contract. Mathematica Policy Research, Inc. is the Subcontractor for this Contract
System	All Software, hardware, interfaces, and extensions, integrated and functioning together in accordance with the Specifications.
System Integration Test	A test, described in the Work Plan, executed to ensure that all parts of the application that need to communicate or that have some relationship to each other work properly together.
RSA 541-B:14	<p><b>541-B:14 Limitation on Action and Claims. -</b></p> <p>I. All claims arising out of any single incident against any agency for damages in tort actions shall be limited to an award not to exceed \$475,000 per claimant and \$3,750,000 per any single incident, or the proceeds from any insurance policy procured pursuant to RSA 507-B, whichever amount is greater; except that no claim for punitive damages may be awarded under this chapter. The limits applicable to any action shall be the limits in effect at the time of the judgment or settlement.</p> <p>II. If a claim is filed against the state for time unjustly served in the state prison when a person is found to be innocent of the crime for which he was convicted, such a claim shall be limited to an award not to exceed \$20,000.</p> <p>III. The payment of interest shall be granted on any award authorized under this chapter at the rate provided in RSA 336:1 in the same manner as is provided for in civil actions generally.</p> <p>IV. Any claim submitted under this chapter shall be brought within 3 years of the date of the alleged bodily injury, personal injury or property damage or the wrongful death resulting from bodily injury. As a condition precedent to commencement of the action, the agency shall be provided written notice within 180 days after the time of the injury or damage as to the date, time, and location the injury or damage occurred. The lack of written notice shall not bar a claim unless the agency can show by a preponderance of the evidence that its ability to defend against the action was substantially prejudiced thereby. Such notification may be made either by the claimant or an appropriate representative of the claimant.</p> <p>Source. 1977, 595:2. 1985, 412:10, 11. 1993, 119:1. 1995, 237:2. 1996, 267:3. 2003, 150:11, eff. Jan. 1, 2004. 2007, 356:2, eff. July 17, 2007.</p>

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Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through June 30, 2011.
Transition Services	Services and support provided when Geographic Solutions, Inc. is supporting system changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
Warranty Period	That period following Acceptance/provision of a product during which Geographic Solutions, Inc. shall provide Warranty Services/support to the State at no charge, subject to any extensions for defect correction.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The services to be provided during the Warranty Period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Written Deliverables	Written documentation (letter, report, manual, book, other) provided by Geographic Solutions, Inc. either in paper or electronic format.

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This Contract is by and between the State of New Hampshire, acting on behalf of the New Hampshire Department of Employment Security ("State"), and Geographic Solutions, Inc., a Florida Corporation, ("GeoSol"), having its principal place of business at 1001 Omaha Circle, Palm Harbor, FL 34683.

The project will consist of installing a system that will provide a job matching process, case management and reporting capabilities for the United States Department of Labor, and allow for flexibility to include other workforce programs. The system will be a fully operational, web-based, self-service system for job seekers and employers. It will encompass, at a minimum, the following DOL programs: Wagner-Peyser, Disabled Veterans Outreach Program (DVOP), and Local Veterans Employment Representatives (LVER).

**RECITALS**

The State desires to have Geographic Solutions, Inc. provide a Commercial-off-the-shelf Software System, and associated Services for New Hampshire Employment Security;

Geographic Solutions, Inc. wishes to provide a Commercial-off-the-shelf Software System and associated Services for the State.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

This Contract is comprised of the following documents (Contract Documents):

- a. The Statement of Work
- b. Exhibit A Contract Deliverables
- c. Exhibit B Price and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D Administrative Services
- f. Exhibit E Implementation Service
- g. Exhibit F Testing Services
- h. Exhibit G Maintenance and Support Services
- i. Exhibit H Requirements- Contractor Responses
- j. Exhibit I Work Plan
- k. Exhibit J Software License and related Terms
- l. Exhibit K Warranty and Warranty Services
- m. Exhibit L Training Services
- n. Exhibit M Agency RFP with Addendums, by reference
- o. Exhibit N Contractor Proposal, by reference
- p. Exhibit O Certificate of Vote



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- |              |                                  |
|--------------|----------------------------------|
| q. Exhibit P | Certificate of Authority         |
| r. Exhibit Q | Certificate of Insurance         |
| s. Exhibit R | Performance Bond                 |
| t. Exhibit S | Proposal Transmittal Form Letter |

**1.2 Order of Precedence**

- a. *The State of New Hampshire Terms and Conditions*, as stated in Appendix G, Section G-4 of the RFP and the *General Contract Requirements*, as stated in the RFP Section 6.
- b. State of New Hampshire, Employment Security Contract 2009-013.
- c. RFP 2009-013 Job Match Labor Exchange System, dated April 16, 2008 with its two (2) Addendums incorporated; then
- d. The Contractor Proposal to RFP 2009-013, dated May 28, 2008.
- e. The IT Project Required Work Procedures, Section G-2 of the RFP

**1.3 Non-Exclusive, NOT TO EXCEED Contract**

This is a Non-Exclusive, Not to Exceed ("NTE") Contract with price and term limitations as set forth in the Contract.

The State may, at its discretion, retain other contractors to provide Services or Deliverables procured under this Contract. Geographic Solutions, Inc. shall not be responsible for any delay, act, or omission of such other contractors, except that Geographic Solutions, Inc. shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of Geographic Solutions, Inc..

**1.4 Not to Exceed Contract**

This is a Not to Exceed Contract. Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$650,000.00.

**2. CONTRACT TERM**

**2.1 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").

The Contract shall begin on the Effective Date and extend through June 30, 2011. The Term may be extended for two (2) additional two (2) year periods, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for the extended term, up to but not beyond June 30, 2015.

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Geographic Solutions, Inc. shall commence work upon issuance of a Notice to Proceed by the State. If Geographic Solutions, Inc. commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Geographic Solutions, Inc. and the State shall be under no obligation to pay Geographic Solutions, Inc. for any costs incurred or Services performed.

Time is of the essence in the performance of Geographic Solutions, Inc.'s obligations under the Contract.

**3. COMPENSATION**

**3.1 Contract Price**

The Contract price, method of payment, and terms of payment are identified in Contract Exhibit B: *Price and Payment Schedule*.

**4. CONTRACT MANAGEMENT**

The Project will require the coordinated efforts of a Project Team consisting of both Geographic Solutions, Inc. and State personnel. Geographic Solutions, Inc. shall provide all necessary resources to perform its obligations under the Contract. Geographic Solutions, Inc. shall be responsible for managing the Project to its successful completion.

**4.1 Geographic Solutions, Inc. Contract Manager**

Geographic Solutions, Inc. shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. Geographic Solutions, Inc.'s Contract Manager is:

Paul Toomey  
President  
1001 Omaha Circle, Palm Harbor, FL 34683  
Tel: (727) 786-7955  
Fax: (727) 786-5871  
Email: ptoomey@geosolinc.com

**4.2 Geographic Solutions, Inc. Project Manager**

**4.2.1 Contract Project Manager**

Geographic Solutions, Inc. shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Geographic Solutions, Inc.'s selection of the Geographic Solutions, Inc. Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Geographic Solutions, Inc. Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require

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removal or reassignment of Geographic Solutions, Inc.'s Project Manager who, in the sole judgment of the State, is found unacceptable to the State or is not performing to the State's satisfaction.

- 4.2.2 The Geographic Solutions, Inc. Project Manager shall have full authority to make binding decisions under the Contract, and shall function as Geographic Solutions, Inc.'s representative for all administrative and management matters. Geographic Solutions, Inc.'s Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2: *Roles and Responsibilities*. The Geographic Solutions, Inc.'s Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. Geographic Solutions, Inc.'s Project Manager must work diligently and use her best efforts on the Project. Geographic Solutions, Inc.'s Project Manager must be qualified to perform the obligations required of the position under the Contract.
- 4.2.3 Geographic Solutions, Inc. shall not change its assignment of the Geographic Solutions, Inc. Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Geographic Solutions, Inc.'s Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Geographic Solutions, Inc. Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in SOW Section 4.2.1: *Contract Project Manager*, and in SOW Section 4.10: *Background Checks*, below. Geographic Solutions, Inc. shall assign a replacement Geographic Solutions, Inc. Project Manager within ten (10) business days of the departure of the prior Geographic Solutions, Inc. Project Manager, and Geographic Solutions, Inc. shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Geographic Solutions, Inc. Project Manager.
- 4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Geographic Solutions, Inc. in default and pursue its remedies at law and in equity, if Geographic Solutions, Inc. fails to assign a Geographic Solutions, Inc. Project Manager meeting the requirements and terms of the Contract.
- 4.2.5 The Geographic Solutions, Inc. Project Manager is:  
Samantha Miro  
Project Manager

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1001 Omaha Circle, Palm Harbor, FL 34683  
Tel: (727) 786-7955  
Fax: (727) 786-5871  
smiro@geosolin.com

**4.3 Geographic Solutions, Inc. Key Project Staff**

- 4.3.1 Geographic Solutions, Inc. shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Job Match System (JMS) COTS software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables, Table C.1: System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Geographic Solutions, Inc. Key Project Staff. The State reserves the right to require removal or reassignment of Geographic Solutions, Inc.'s Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with SOW Section 4.10: *Background Checks*.
- 4.3.2 Geographic Solutions, Inc. shall not change any Geographic Solutions, Inc. Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Geographic Solutions, Inc. Key Project Staff will not be unreasonably withheld. The replacement Geographic Solutions, Inc. Key Project Staff shall have comparable or greater skills than the Geographic Solutions, Inc. Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described above in SOW Section 4.3.1 and in SOW Section 4.10: *Background Checks*,
- 4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Geographic Solutions, Inc. in default and to pursue its remedies at law and in equity, if Geographic Solutions, Inc. fails to assign Key Project Staff meeting the requirements and terms of the Contract.

4.3.3.1 Geographic Solutions, Inc. Key Project Staff shall consist of the following individuals in the roles identified below:

**Key Members of the Geographic Solutions, Inc. Team are:**

<u>Key Member(s)</u>	<u>Title</u>
Paul Toomey	President /Contract Manager
Samantha Miro	Project Manager
Lynn Hatfield	Account Manager
Raymund Kubasck	Production Manager

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Tim Himes	Operations Manager
Del Robinson	Quality Assurance Manager
Pamela Johnson	Senior Business Analyst
Sean Read	Senior Software Architect
Troy Deck	Senior Programmer Analyst
Sandy Skidgell	Senior Systems Architect
Jeff Metcalfe	Senior Systems/Network Administrator
Ron Branch	Senior Database Administrator
John Marks	Senior Trainer
Boris Mzhen	Senior System/Integration Analyst
Kim Howe-Thomas	Business Analyst
Mary Pomponio	Senior Quality Assurance Analyst
Patrick Maddox	Quality Assurance Analyst – Automation Lead

**4.4 State Contract Manager**

The State shall assign a contract manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

William Laycock  
Office of Information Technology  
32 South Main Street, Concord, N.H. 03301  
Tel: (603) 228-4189  
Fax: (603) 229-4346  
Email: william.laycock@oit.nh.gov

**4.5 State Project Manager**

The State shall assign a Project Manager. The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all Contractors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change proposals; and
- g. Managing stakeholders' concerns.

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The State IT Project Manager is:

Maureen Wallace  
Office of Information Technology  
32 South Main Street, Concord, N.H. 03301  
Tel: (603) 228-4097  
Fax: (603) 229-4346  
Email: [maureen.wallace@oit.nh.gov](mailto:maureen.wallace@oit.nh.gov)

The State Business Project Manager is:

Christianne Jones  
Assistant Director of Employment Services  
Department of Employment Security  
10 West Street  
Tel: (603) 228-4053  
Fax: (603) 229-4321  
Concord, New Hampshire, 03301  
Email: [JMSRFP@nhes.nh.gov](mailto:JMSRFP@nhes.nh.gov)

#### 4.6 State Meetings and Reports

The State believes that effective communication and reporting is essential to Project success.

Geographic Solutions, Inc. Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract

**Introductory Meeting:** Participants will include Geographic Solutions, Inc. Key Project Staff and State Project Leaders from both Geographic Solutions, Inc. and the Office of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

**Kickoff Meeting:** Participants will include the Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

**Status Meetings:** Participants will include, at the minimum, the Geographic Solutions, Inc. Project Manager and the State Project Manager. These meetings, which will be conducted bi-weekly, will address overall Project status related to the Work Plan, Deliverable status, error report reviews and any additional topics needed to remain on schedule and within budget. A status and error report from Geographic Solutions, Inc. shall serve as the basis for discussion.

The Geographic Solutions, Inc. Project Manager or Geographic Solutions, Inc. Key Project Staff shall submit bi-weekly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. Status reports shall include, at a minimum, the following:

- a. Project status related to the Work Plan;

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- b. Deliverable status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming two (2) week period;
- e. Future activities; and
- f. Issues and concerns requiring resolution.

**The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.

**Special Meetings:** Need may arise for a special meetings with State Personnel to address specific issues, for example: Joint application requirement/design (JAR/JAD) meetings and configuration meetings.

As reasonably requested by the State, Geographic Solutions, Inc. shall provide the State with information or reports regarding the Project. Geographic Solutions, Inc. shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

#### 4.7 State-Owned Documents and Data

Geographic Solutions, Inc. shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon termination of the Contract, Geographic Solutions, Inc. shall turn over all State-Owned Documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

#### 4.8 Records Retention and Access Requirements

Geographic Solutions, Inc. shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention.

Geographic Solutions, Inc. and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Geographic Solutions, Inc. and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including all appeals.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and

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federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals. Geographic Solutions, Inc. shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Geographic Solutions, Inc.'s cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**4.9 Accounting Requirements**

Geographic Solutions, Inc. shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

**4.10 Background Checks**

The State may, at its sole expense, conduct background screening of the Geographic Solutions, Inc. Project Manager and Geographic Solutions, Inc. Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Statement of Work, Section 12: *Use of State's Information, Confidentiality*.

**5. DELIVERABLES**

**5.1 Deliverables and Services**

Geographic Solutions, Inc. shall provide the State with the Deliverables and Services required under this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

**5.2 Non-Software and Written Deliverables Review and Acceptance**

After receiving written Certification from Geographic Solutions, Inc. that a Non-Software or Written Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify Geographic Solutions, Inc. in writing of its Acceptance or rejection of the Deliverable within ten (10) business days of the State's receipt of Geographic Solutions, Inc.'s Written Certification. If the State rejects the Deliverable, the State shall notify Geographic Solutions, Inc. of the nature and class of the Deficiency and Geographic Solutions, Inc. shall correct the Deficiency within the period





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identified in the Work Plan. If no period for Geographic Solutions, Inc.'s correction of the Deliverable is identified, Geographic Solutions, Inc. shall correct the Deficiency in the Deliverable within five (5) business days of receipt of written notification from the State. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify Geographic Solutions, Inc. of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Geographic Solutions, Inc. fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Geographic Solutions, Inc. to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Geographic Solutions, Inc. in default, and pursue its remedies at law and in equity.

**5.3 System/Software Testing and Acceptance**

System and Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

**6. SOFTWARE**

**6.1 COTS Software and Documentation**

Geographic Solutions, Inc. shall provide the State with COTS Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

**6.2 COTS Software Support and Maintenance**

Geographic Solutions, Inc. shall provide the State with COTS Software support and maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

**6.3 Custom Software and Documentation**

Geographic Solutions, Inc. shall provide the State with Custom Software as set forth under the Contract, subject to the License set forth in SOW Section 11: *Intellectual Property*, herein.

**6.4 Custom Software Support and Maintenance**

Geographic Solutions, Inc. shall provide the State with Custom Software support and maintenance Services set forth in the Contract, and particularly described in Exhibit G: *Maintenance and Support Services*.

**7. WARRANTY**

Geographic Solutions, Inc. shall provide the Warranties and Warranties Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

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**8. SERVICES**

Geographic Solutions, Inc. shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

**8.1 Administrative Services**

Geographic Solutions, Inc. shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

**8.2 Implementation Services**

Geographic Solutions, Inc. shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

**8.3 Testing Services**

Geographic Solutions, Inc. shall perform Testing Services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

**8.4 Training Services**

Geographic Solutions, Inc. shall provide the State with Training Services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

**8.5 Maintenance and Support Services**

Geographic Solutions, Inc. shall provide the State with Maintenance and Support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *System Maintenance and Support*.

**9. WORK PLAN DELIVERABLE**

Geographic Solutions, Inc. shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. Geographic Solutions, Inc. shall update the Work Plan as necessary, but no less than bi-weekly, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any such updates must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve Geographic Solutions, Inc. from liability to the State for damages resulting from Geographic Solutions, Inc.'s failure to perform its obligations under the Contract,

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including, without limitation, performance in accordance with the Schedule. In the event of any delay in the Schedule, Geographic Solutions, Inc. must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Geographic Solutions, Inc., or the State, causing the problem; its estimated duration; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. In the event additional time is required by Geographic Solutions, Inc. to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Geographic Solutions, Inc.'s failure to fulfill its obligations under the Contract.

#### 10. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of Geographic Solutions, Inc.'s receipt of a Change Order, Geographic Solutions, Inc. shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

Geographic Solutions, Inc. may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to Geographic Solutions, Inc.'s requested Change Order within five (5) business days. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Orders shall be subject to the Contract amendment process, as determined to apply by the State.

#### 11. INTELLECTUAL PROPERTY

##### 11.1 State's Business

All right, title and interest in State Data shall remain with the State. The State's rights in Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with Geographic Solutions, Inc. The State may not assign, re-license, rent or lease the Software or use the Software for third-party training, commercial time-sharing, or service bureau use.

##### 11.2 Geographic Solutions, Inc.'s Materials

Subject to the provisions of this Contract, Geographic Solutions, Inc. may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, Geographic Solutions, Inc. shall not distribute any products containing or disclose any State Confidential Information. Geographic Solutions, Inc. shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by

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Geographic Solutions, Inc. employees or third party consultants engaged by Geographic Solutions, Inc..

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

### 11.3 Copyright

#### 11.3.1 WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

### 11.4 Survival

This SOW Section 11: *Intellectual Property* shall survive the termination of the Contract.

## 12. USE OF STATE'S INFORMATION, CONFIDENTIALITY

### 12.1 Use of State's Information

In performing its obligations under the Contract, Geographic Solutions, Inc. may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 Exemptions). Geographic Solutions, Inc. shall not use the State Confidential Information except as directly connected to and necessary for Geographic Solutions, Inc.'s performance under the Contract, unless otherwise permitted under the Contract.

### 12.2 State Confidential Information

Geographic Solutions, Inc. shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Geographic Solutions, Inc. in connection with its performance under the Contract, regardless of its form. Any disclosure

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of the State Confidential Information shall require the prior written approval of the State. Geographic Solutions, Inc. shall immediately notify the State if any request, subpoena or other legal process is served upon Geographic Solutions, Inc. regarding the State Confidential Information, and Geographic Solutions, Inc. shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State. In the event of the unauthorized release of State Confidential Information, Geographic Solutions, Inc. shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**12.3 Geographic Solutions, Inc. Confidential Information**

Insofar as Geographic Solutions, Inc. seeks to maintain the confidentiality of its Confidential Information, Geographic Solutions, Inc. must clearly identify in writing all information it claims to be confidential. Notwithstanding the foregoing, the State acknowledges that Geographic Solutions, Inc. considers the Software and Documentation to be Confidential Information. Geographic Solutions, Inc. acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable state and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Geographic Solutions, Inc. as confidential, the State shall notify Geographic Solutions, Inc. and specify the date the State will be releasing the requested information. At the request of the State, Geographic Solutions, Inc. shall cooperate and assist the State with the collection and review of Geographic Solutions, Inc.'s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Geographic Solutions, Inc.'s sole responsibility and at Geographic Solutions, Inc.'s sole expense. If Geographic Solutions, Inc. 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 Geographic Solutions, Inc., without any liability to Geographic Solutions, Inc.

**12.4 Survival**

This SOW Section 12, *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

**13. GENERAL PROVISIONS**

**13.1 Conditional Nature of Contract**

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a

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reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving Geographic Solutions, Inc. notice of such termination.

The State shall not be required to transfer funds from any other account to the account identified in block 1.5: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

**13.2 Compliance by Geographic Solutions, Inc. with Laws and Regulations: Equal Employment Opportunity**

13.2.1 In connection with the performance of the Contract, Geographic Solutions, Inc. shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon Geographic Solutions, Inc., including, but not limited to, civil rights and equal opportunity laws. Geographic Solutions, Inc. shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract.

13.2.2 During the term of the Contract, Geographic Solutions, Inc. shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap or national origin and shall take affirmative action to prevent such discrimination.

13.2.3 If the Contract is funded in any part by monies of the United States, Geographic Solutions, Inc. 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 issues to implement these regulations. Geographic Solutions, Inc. further agrees to permit the State or United States, access to any of Geographic Solutions, Inc.'s pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

**13.3 Regulatory/Government Approvals**

Geographic Solutions, Inc. shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

**13.4 Access/Cooperation**

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State

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shall provide Geographic Solutions, Inc. with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions in a timely manner necessary to allow Geographic Solutions, Inc. to perform its obligations under the Contract.

**13.5 Personnel**

13.5.1 The performance of Geographic Solutions, Inc.'s obligations under the Contract shall be carried out by Geographic Solutions, Inc.. Geographic Solutions, Inc. shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform Geographic Solutions, Inc.'s obligations under the Contract.

13.5.2 During the term of this Contract, Geographic Solutions, Inc. shall not hire, and shall permit no Subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform its obligations under the Contract, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

13.5.3 The Commissioner of the New Hampshire Department of Employment Security shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the Commissioner's decision shall represent the final position of the State.

**13.6 Dispute Resolution**

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 or Confidential Information), 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 under the Contract.

The parties shall use 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:

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**Dispute Resolution Responsibility and Schedule Table**

LEVEL	THE CONTRACTOR	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Samantha Miro Project Manager	Maurcen Wallace, State Project Manager	5 Business Days
First	Paul Toomey President and Contract Manager	William Laycock, IT Manager	10 Business Days
Secondary	Paul Toomey President and Contract Manager	Richard Brothers, Commissioner or his designee	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.

**13.7 Termination**

**13.7.1 Termination for Default**

Unless otherwise provided in the Contract, the State shall provide Geographic Solutions, Inc. written notice of default, and Geographic Solutions, Inc. must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If Geographic Solutions, Inc. fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare Geographic Solutions, Inc. in default, and pursue its remedies at law or in equity, or both.

**13.7.1.1** In the event the State declares Geographic Solutions, Inc. in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

**13.7.1.1.1** Set off against any other obligations the State may owe to Geographic Solutions, Inc. under this Contract;

**13.7.1.1.2** Procure Services that are the subject of the Contract from another source, and Geographic Solutions, Inc. shall be liable for all damages up to the Contract price, including but not limited to (1) the cost difference between the original Contract price for Services acquired from another source and (2) if applicable, all administrative costs directly related to the replacement of the Contract, such as costs of competitive



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bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; and

13.7.1.1.3 Treat the Contract as breached and pursue its remedies at law or in equity, or both.

13.7.1.2 In the event of default by the State, Geographic Solutions, Inc. shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise extended by Geographic Solutions, Inc..

13.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

**13.7.2 Termination for Convenience**

13.7.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Geographic Solutions, Inc.. In the event of a termination for convenience, the State shall pay Geographic Solutions, Inc. the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

13.7.2.2 During the thirty (30) day period, Geographic Solutions, Inc. shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

**13.7.3 Termination for Conflict of Interest**

13.7.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties, hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of contracts. In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance. The State shall pay all other

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contracted payments that would have become due and payable if Geographic Solutions, Inc. did not know, or reasonably did not know, of the conflict of interest.

13.7.3.2 In the event the Contract is terminated as provided above and Geographic Solutions, Inc. knew, or should have known of such a conflict, the State shall be entitled to declare Geographic Solutions, Inc. in default, and to pursue remedies available at law and in equity.

**13.7.4 Termination Procedure**

13.7.4.1 After receipt of a notice of termination, and except as otherwise directed by the State, Geographic Solutions, Inc. shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this SOW Section;
- c. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of Geographic Solutions, Inc. and in which the State has an interest;
- d. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that the Contractor has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonable requested by the State.

**13.8 Force Majeure**

Neither Geographic Solutions, Inc. 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

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negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Except in the event of the foregoing, Force Majeure events shall not include Geographic Solutions, Inc.'s inability to hire or provide personnel needed for Geographic Solutions, Inc.'s performance under the Contract.

**13.9 Geographic Solutions, Inc.'s Relation to the State**

In the performance of the Contract, Geographic Solutions, Inc. is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither Geographic Solutions, Inc. 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.

**13.10 Assignment, Delegation and Subcontracts**

**13.10.1** Geographic Solutions, Inc. shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld.


**13.10.2** Geographic Solutions, Inc. shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. 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 Geographic Solutions, Inc. of any of its obligations under the Contract; not affect any remedies available to the State against Geographic Solutions, Inc. that may arise from any event of default; and the State shall consider Geographic Solutions, Inc. to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

**13.10.3** Notwithstanding the foregoing, nothing herein shall prohibit Geographic Solutions, Inc. from assigning the Contract to the successor of all or substantially all of the assets or business of Geographic Solutions, Inc. provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Geographic Solutions, Inc. should change ownership, as permitted under this SOW Section 13.10.3, the State shall have the option to continue under the Contract with Geographic Solutions, Inc., its successors or assigns for the full remaining term of the Contract; continue under

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Initial All Pages:

Geographic Solutions' initials: 

8/26/2008

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the Contract with Geographic Solutions, Inc., its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Geographic Solutions, Inc., its successors or assigns.

**13.11 Indemnification**

**13.11.1** Geographic Solutions, Inc. shall indemnify, defend 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 Geographic Solutions, Inc., its personnel or agents in connection with Geographic Solutions, Inc.'s performance of the Contract.

**13.11.2** 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.

**13.11.3 Survival**

This SOW Section 13.11, *Indemnification*, shall survive termination of this Agreement.

**13.12 Limitation of Liability**

**13.12.1 State**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Geographic Solutions, Inc. shall not exceed one (1) times the total Contract price set forth in SOW Section 1.8 of the General Provisions.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

**13.12.2 The Contractor**

Subject to applicable laws and regulations, in no event shall Geographic Solutions, Inc. be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Geographic Solutions, Inc.'s liability to the State shall not exceed two times (2X) the total Contract price set forth in SOW Section 1.8 of the General Provisions. Notwithstanding the foregoing, the limitation of liability in this SOW Section 13.12.2 shall not apply to Geographic Solutions, Inc.'s indemnification obligations set forth in SOW Section 13.11:

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*Indemnification and confidentiality obligations in SOW Section 12: Use of State's Information, Confidentiality, which shall be unlimited.*

**13.12.3 State's Immunity**

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 shall survive termination or Contract conclusion.

**13.12.4 Survival**

This SOW Section 13.12: *Limitation of Liability* shall survive termination or Contract conclusion.

**13.13 Insurance**

**13.13.1 Geographic Solutions, Inc. Insurance Requirement**

Geographic Solutions, Inc. shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and
- b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

**13.14 Waiver in Event of Default**

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any 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 default on the part of Geographic Solutions, Inc..

**13.15 Notice**

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO GEOGRAPHIC SOLUTIONS, INC.:      TO STATE:  
Geographic Solutions, Inc.                      State of New Hampshire

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Paul Toomey  
1001 Omaha Circle  
Palm Harbor, FL 34683  
Tel: (727) 786-7955

Department of Employment Security  
c/o William Laycock  
32 South Main Street  
Concord, N.H. 03301  
Tel: (603) 228-4189

**13.16 Amendment**

The Contract 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.

**13.17 Construction of Contract and Terms**

The Contract shall be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

**13.18 Third Parties**

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

**13.19 Headings**

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

**13.20 Contract Exhibits**

The Contract Exhibits referred to and attached to the Contract are incorporated by reference as if fully set forth herein.

**13.21 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of SOW Section 4.8: *Records Retention and Access Requirements*, SOW Section 4.9: *Accounting Requirements*, and SOW Section 12: *Use of State's Information, Confidentiality* and SOW Section 13.11: *Indemnification* which shall all survive the termination of the Contract.

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**13.22 Entire Contract**

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior contracts and understandings.

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**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

Geographic Solutions, Inc. shall provide the State with a job match labor exchange system which will meet and perform in accordance with the Specifications.

Prior to the commencement of work on Non-Software and Written Deliverables, Geographic Solutions, Inc. shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2: *Deliverables, Milestones and Activities Schedule*.

Pricing for Deliverables is set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract. Pricing for any maintenance extension through June 30, 2015, thereof, will be according to the following table:

	7/01/11-06/30/13	7/01/13-06/30/15
Maintenance Ongoing Maintenance and Support	\$410,880	\$423,204

**2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

**2.1 Implementation Schedule – Activities / Deliverables / Milestones**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Project Work Plan – The Project Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment schedule.	Written	Within ten (10) days after approval by Governor and Council and Contract award. The plan shall be updated no less than bi-weekly.
2	Project Kickoff Meeting	Non-Software	Within 14 days after contract award
3	Bi-Weekly Status Meetings and Reports	Non-Software	On-going
4	Monthly Reports – Geographic	Written	Monthly – beginning the



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	Solutions, Inc. will provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date		end of September
5	Service Level Agreement for Application Support	Written	October 14, 2008
6	Defect/Problem Tracking System completed	Software	October 15, 2008
7	Training Plan Finalized	Written	October 22, 2008
8	Conversion Plan	Written	October 22, 2008
9	Implementation Plan (Software and migration procedures defined)	Written	October 22, 2008
10	Documentation of Conversion Requirements	Written	October 28, 2008
11	System Process Flow Chart	Written	October 28, 2008
12	Conversion Data Mapping Completed	Written	November 10, 2008
13	Analysis of Data to be converted	Non-Software	November 17, 2008
14	Plans to customize System to NHES	Written	November 17, 2008
15	Training environment established	Software	December 1, 2008
16	Hardware and Environment Configuration Complete	Non-Software	December 4, 2008
17	UAT Test Plan & Test Scripts Completed	Written	December 15, 2008
18	Test Plan	Written	December 15, 2008
19	GUI - application site map, screens and reports	Software	December 19, 2008
20	Notification of Milestones completed	Written	Ongoing as they occur. See project plan
21	Unit Testing - Completed	Non-Software	January 5, 2009
22	Training Curriculum for End Users and Administrators	Written	January 18, 2009
23	Training manuals in printed and electronic format	Written	January 18, 2009
24	Report Testing completed	Software/ Written	January 23, 2009
25	Assessment Tools Verification completed	Software	January 23, 2009

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26	Conversion Testing Phase I – reports balance from before and after	Non-Software	January 23, 2009
27	Conversion Testing Phase II – User Testing Completed	Non-Software	January 23, 2009
28	Software Delivery/Begin User Acceptance	Software	January 24, 2009
29	On-line tutorials completed	Software	January 30, 2009
30	Interfaces and Web Testing Completed	Software	January 30, 2009
31	System Testing Completed	Non-Software	February 2, 2009
32	User Documentation	Written	January 6, 2009
33	Technical and System Documentation	Written	February 20, 2009
34	Train the Trainer Sessions	Non-Software	February 20, 2009
35	Training for System Administrators	Non-Software	February 23, 2009
36	User Acceptance Completed	Non-Software	March 4, 2009
37	Letter of UAT Acceptance	Written	March 11, 2009
38	Conduct User Training Completed	Non-Software	March 12, 2009
39	Go-Live Implementation Date	Non-Software	March 16, 2009
40	Post Implementation Meeting	Non-Software	March 23, 2009
41	Upgrade System Documentation	Written	On-going
42	End 180 Day Warranty Period – Hold Back Paid	Non-Software	September 16, 2009
43	Letter of System Acceptance	Written	May 8, 2009

**3. TRAINING DELIVERABLES**

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

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4. SOFTWARE LICENSES

Software Licenses for the Job Match Labor Exchange System are set forth in Contract Exhibit J:  
*Software License and Related Terms* and associated pricing is established in Contract Exhibit B:  
*Price and Payment Schedule*.

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 PRICE AND PAYMENT SCHEDULE

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Not to Exceed**

This is a Not to Exceed (NTE) Contract totaling \$650,000.00 for the period between the Effective Date through June 30, 2011. 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.

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Project Work Plan – The Project Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment schedule.	Written	Within ten (10) days after approval by Governor and Council and Contract award. The plan shall be updated no less than bi-weekly.	
2	Project Kickoff Meeting	Non-Software	Within 14 days after contract award	
3	Bi-Weekly Status Meetings and Reports	Non-Software	On-going	
4	Monthly Reports – Geographic Solutions, Inc. will provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date	Written	Monthly – beginning the end of September	
5	Service Level Agreement for Application Support	Written	October 14, 2008	
6	Defect/Problem Tracking System completed	Software	October 15, 2008	
7	Training Plan Finalized	Written	October 22, 2008	
8	Conversion Plan	Written	October 22, 2008	
9	Implementation Plan (Software and migration procedures defined)	Written	October 22, 2008	
10	Documentation of Conversion Requirements	Written	October 28, 2008	10%
11	System Process Flow Chart	Written	October 28, 2008	

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12	Conversion Data Mapping Completed	Written	November 10, 2008	
13	Analysis of Data to be converted	Non-Software	November 17, 2008	
14	Plans to customize System to NHES	Written	November 17, 2008	
15	Training environment established	Software	December 1, 2008	
16	Hardware and Environment Configuration Complete	Non-Software	December 4, 2008	
17	UAT Test Plan & Test Scripts Completed	Written	December 15, 2008	
18	Test Plan	Written	December 15, 2008	
19	GUI - application site map, screens and reports	Software	December 19, 2008	
20	Notification of Milestones completed	Written	Ongoing as they occur. See project plan	
21	Unit Testing - Completed	Non-Software	January 5, 2009	
22	Training Curriculum for End Users and Administrators	Written	January 18, 2009	
23	Training manuals in printed and electronic format	Written	January 18, 2009	
24	Report Testing completed	Software/ Written	January 23, 2009	
25	Assessment Tools Verification completed	Software	January 23, 2009	
26	Conversion Testing Phase I - reports balance from before and after	Non-Software	January 23, 2009	
27	Conversion Testing Phase II - User Testing Completed	Non-Software	January 23, 2009	
28	Software Delivery/Begin User Acceptance	Software	January 24, 2009	20%
29	On-line tutorials completed	Software	January 30, 2009	
30	Interfaces and Web Testing Completed	Software	January 30, 2009	
31	System Testing Completed	Non-Software	February 2, 2009	
32	User Documentation	Written	January 6, 2009	
33	Technical and System Documentation	Written	February 20, 2009	

2009-013 COTS Exhibit B-Price and Payment Schedule

Initial All Pages:


Geographic Solutions, Inc. Initials  8/26/2008  
 Consolidated Exhibits.

Exhibit B

STATE OF NEW HAMPSHIRE  
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34	Train the Trainer Sessions	Non-Software	February 20, 2009	
35	Training for System Administrators	Non-Software	February 23, 2009	
36	User Acceptance Completed	Non-Software	March 4, 2009	
37	Letter of UAT Acceptance	Written	March 11, 2009	20%
38	Conduct User Training - Completed	Non-Software	March 12, 2009	
39	Go-Live Implementation Date	Non-Software	March 16, 2009	20%
40	Post Implementation Meeting	Non-Software	March 23, 2009	
41	Upgrade System Documentation	Written	On-going	
42	End 180 Day Warranty Period - Hold Back Paid	Non-Software	September 16, 2009	10%
43	Letter of System Acceptance	Written	May 8, 2009	20%

**Table 2- Detailed License, Deliverable and Pricing**

Description	License/Type	Quantity	Price	License
<b>Tech Products</b>				
Database	Processor			
Application Server	Processor			
<b>Application Products</b>				
Virtual OneStop® Software License	Software	1	97%	\$193,548
First Year Maintenance and Support	Annual Maintenance and support for Virtual OneStop® 8/16/09 to 7/17/10	1		\$196,500
Second Year Maintenance and Support	Software	1		\$199,452 <i>PC 10/11/10 557222</i>
Microsoft SQL Server 2005 Standard Edition	SQL Server Database Management System	1		\$ 20,000
Corda Pop Chart with highwire-Enterprise Edition	Graphing and web based PDF	1		\$ 18,495
<b>Sub total</b>				<b>\$627,995</b>
<b>Contingency Fund</b>				<b>\$ 22,005</b>
<b>Grand Total</b>				<b>\$650,000</b>

*\$ 19,354.80 10/15/08*

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The State may purchase any additional licenses of the Job Match Labor Exchange System Software Solution at this Contract discount rate, for a period of one (1) year from the Contract effective date.

Table 3- Geographic Solutions, Inc.- Rates/pricing Worksheet (Hourly Rates)			
Position Title	SFY 2009 7/1/2009- 6/30/2010	SFY 2010 7/1/2010- 6/30/2011	SFY 2011 7/1/2011- 6/30/2012
Project Manager	\$175.00	\$175.00	\$175.00
Account Manager	\$100.00	\$100.00	\$100.00
Production Manager	\$225.00	\$225.00	\$225.00
Operations Manager	\$225.00	\$225.00	\$225.00
Quality Assurance Manager	\$185.00	\$185.00	\$185.00
Senior Business Analyst	\$185.00	\$185.00	\$185.00
Senior Developer	\$225.00	\$225.00	\$225.00
Senior Software Architect	\$225.00	\$225.00	\$225.00
Senior Quality Assurance Analyst	\$175.00	\$175.00	\$175.00
Senior Systems/Network Administrator	\$185.00	\$185.00	\$185.00
Senior Database Administrator	\$185.00	\$185.00	\$185.00
Senior Trainer	\$155.00	\$155.00	\$155.00
Senior System Integration Analyst	\$175.00	\$175.00	\$175.00
Configuration Manager	\$175.00	\$175.00	\$175.00
Application Build Technician	\$155.00	\$155.00	\$155.00

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System Integration Analyst	\$155.00	\$155.00	\$155.00
Database Administrator	\$175.00	\$175.00	\$175.00
Network Engineer	\$170.00	\$170.00	\$170.00
Trainer	\$125.00	\$125.00	\$125.00
Senior Programmer Analyst	\$165.00	\$165.00	\$165.00
Quality Assurance Analyst	\$125.00	\$125.00	\$125.00
Business Analyst	\$175.00	\$175.00	\$175.00
Programmer Analyst	\$155.00	\$155.00	\$155.00
Technical Writer	\$125.00	\$125.00	\$125.00
Multi Media Specialist	\$155.00	\$155.00	\$155.00

**2. TOTAL CONTRACT PRICE**

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 \$650,000.00. ("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.

**3. INVOICING**

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. Upon acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.



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PRICE AND PAYMENT SCHEDULE

Invoices shall be sent to:

Department of Employment Security  
Jill Revels  
32 South Main Street  
Concord, N.H. 03301

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

Geographic Solutions, Inc  
c/o Paul Toomey  
1001 Omaha Circle  
Palm Harbor, FL 34683

**5. OVERPAYMENTS TO GEOGRAPHIC SOLUTIONS, INC.**

Geographic Solutions, Inc. shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon notice from the State.

**6. CREDITS**

The State may apply credits due to the State arising out of this Contract, against Geographic Solutions, Inc.'s invoices with appropriate information attached.

**7. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the price for each Deliverable, except the Job Match Labor Exchange System Software license fees, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

**8. RIGHT TO OFFSET**

The State reserves the right to offset from any amounts otherwise payable to Geographic Solutions, Inc. under the Contract those liquidated amounts required or permitted under the Contract, by New Hampshire RSA 80:7 through 7-C, or any other provision of law.

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EXHIBIT C  
SPECIAL PROVISIONS

Section 11.3 under Section 11: *Intellectual Property* reads:

**11.3 Copyright**

**11.3.1 WWW Copyright and Intellectual Property Rights**

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

Change Section 11.3 under Section 11: *Intellectual Property* to read:

**11.3 Copyright**

**11.3.1 WWW Copyright and Intellectual Property Rights**

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

Nothing in this paragraph shall grant to the State any rights to the proprietary software of Geographic Solutions Inc. licensed or accessed hereunder other than as expressly granted under this Agreement

Section 13.1 under Section 13: *General Provisions* reads:

**13.11 Indemnification**

**13.11.1** Geographic Solutions, Inc. shall indemnify, defend 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 Geographic Solutions, Inc., its personnel or agents in connection with Geographic Solutions, Inc.'s performance of the Contract.

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EXHIBIT C  
SPECIAL PROVISIONS

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13.11.1 Geographic Solutions, Inc. shall indemnify, defend 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 Geographic Solutions, Inc., its personnel or agents in connection with Geographic Solutions, Inc.'s performance of the Contract.

Geographic Solutions' obligation to indemnify the State is governed by the State's liability for claims under RSA 541-B: 14. Limitations on Action and Claims.

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EXHIBIT D  
ADMINISTRATIVE SERVICES

**1. STATUS REPORTS**

The State believes that effective communication and reporting is essential to Project success. At a minimum, the State expects the following:

Geographic Solutions, Inc. shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. Geographic Solutions, Inc.'s Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State. Geographic Solutions, Inc. must produce project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two week period
- e. Staff time reporting
- f. Issues and concerns requiring resolution
- g. Financial Status to be updated once a month

**2. STATE-OWNED DOCUMENTS AND DATA**

Geographic Solutions, Inc. shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Geographic Solutions, Inc. shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

Geographic Solutions, Inc. hereby agrees to the conditions of all applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

**3. ACCOUNTING REQUIREMENTS**

Geographic Solutions, Inc. shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

**4. WORK HOURS**

Geographic Solutions, Inc.'s personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of *at least* thirty (30) minutes be taken after five (5) consecutive hours of work.

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 EXHIBIT E  
 IMPLEMENTATION SERVICES

**1. IMPLEMENTATION STRATEGY**

Geographic Solutions, Inc. shall provide the State with the following services:

**1.1 Key Components**

- A. Geographic Solutions, Inc. shall employ an implementation strategy with a timeline set forth in accordance with the Work Plan in their Technical Proposal dated May 28, 2008, response to NHES RFP 2009-013, as listed below:

Timeline- Task Summary	(T.21.2.1)
Timeline- Gantt Chart	(T.21.2.2)
Timeline- Resource Usage	(T.21.2.3)
Software Deliverable Descriptions	(T21.2.4)
Written Deliverable Descriptions	(T21.2.5)
Project Work Plan Assumptions	(T21.2.6)
Recommended Roles and Responsibilities for Geographic Solutions, Inc. Project Team Members	(T21.2.7)
Recommended Roles and Activities for State Project Team	(T21.2.8)
Critical Success Factors	(T21.2.9)

- B. Geographic Solutions, Inc. and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. The Geographic Solutions, Inc. team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.

Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

- D. Geographic Solutions, Inc. shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology

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IMPLEMENTATION SERVICES

transition shall be deemed a priority.

- E. Geographic Solutions, Inc. shall manage project execution and provide the tools needed to create and manage the Work Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the project team, and report status.
- F. Geographic Solutions, Inc. shall adopt an Implementation time-line aligned with the State's required time-line.

**1.2 Timeline**

The timeline is set forth in the Work Plan.

**1.2.1 Planning**

During the initial planning period Project task and resource plans will be established for the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

Geographic Solutions, Inc.'s project management tracking software and processes will be used for managing the project.

**1.2.2 Implementation**

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes will be documented, training established, and the application will be ready for implementation in accordance with the State's schedule.

Implementation shall be piloted in one area/office to refine the training and implementation approach, or the State shall choose a one-time statewide implementation.

**1.2.3 Change Management and Training**

Geographic Solutions, Inc.'s change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

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IMPLEMENTATION SERVICES

**2. IMPLEMENTATION METHODOLOGY**

The Geographic Solutions, Inc. team shall provide the consulting services for the Contract. Its approach includes but is not limited to the following:

Geographic Solutions, Inc. will provide pre-production administration services contingent upon the State arranging server resources and services acceptable to Geographic Solutions, Inc. contingent upon adequate service levels and response times. Geographic Solutions, Inc. shall provide advice and reasonable assistance to State staff regarding promotion of availability of servers and to schedule backup activities. However, Geographic Solutions, Inc. is not responsible for service interruptions or unavailability of servers at the State.

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EXHIBIT F  
TESTING SERVICES

Geographic Solutions, Inc. shall provide the following Products and Services described in this Exhibit F, including but not limited to:

**1. TESTING AND ACCEPTANCE**

Geographic Solutions, Inc. shall bear all responsibilities for the full suite of test planning and preparation throughout the Project. Geographic Solutions, Inc. will also provide training as necessary to the State staff responsible for test activities. Geographic Solutions, Inc. shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

All Testing and Acceptance addressed herein (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, support of the State during User Acceptance Test, Performance Tuning, and Stress Testing and Implementation.

In addition, Geographic Solutions, Inc. shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. Geographic Solutions, Inc. shall correct Deficiencies and support required re-testing as described below.

Geographic Solutions, Inc. shall provide to the State, upon request, all reports and configuration settings on the application scan done using HP SPI Dynamics WebInspect tool as an essential part of the testing process for the Virtual OneStop® System vulnerability and potential security issues.

**1.1 Test Planning and Preparation**

Geographic Solutions, Inc. shall provide the State with an Test Plan that will include identification, preparation, and documentation of planned testing, requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test data, test phases, unit tests, expected results, and "bug" tracking system.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon Geographic Solutions, Inc.'s Project Manager's Certification, in writing, that Geographic Solutions, Inc.'s own staff has successfully executed all prerequisite Geographic Solutions, Inc. testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.



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1.2 Unit Testing

In Unit Testing, Geographic Solutions, Inc. shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

The Geographic Solutions, Inc. developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

Activity	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
Description	For application modules, conversions and interfaces the Geographic Solutions, Inc. team will identify applicable test scripts and installation instructions, adapt them to the project specifics, test the process, and compare with the documented expected results.
Deliverables	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

1.3 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the Geographic Solutions, Inc. team(s) to confirm that the Job Match Labor Exchange System Application integrates with any interfaces. The test emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new Job Match Labor Exchange System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information
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 TESTING SERVICES

	across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
System Integration Test Specifications	<ul style="list-style-type: none"> <li>• Take the lead in developing the Systems Integration Test specifications.</li> <li>• Work jointly with the State to develop and load the data profiles to support the test specifications.</li> <li>• Work jointly with the State to validate components of the test scripts.</li> </ul>
System Integration Test Scripts	<ul style="list-style-type: none"> <li>• Work jointly with Geographic Solutions, Inc. to develop the Systems Integration Test specifications.</li> <li>• Work jointly with Geographic Solutions, Inc. to develop and load the data profiles to support the test specifications.</li> <li>• Work jointly with Geographic Solutions, Inc. to validate components of the test scripts.</li> </ul>
Integration-Tested System	<ul style="list-style-type: none"> <li>• The Integration-Tested System indicates that all interfaces between the Job Match Labor Exchange System application and the legacy and third-party systems, interfaces, and applications are functioning properly.</li> </ul>

**1.4 Conversion Validation Testing**

In Conversion Validation Testing, target application functions are validated.

Conversion Validation Test	The conversion validation test should replicate the entire flow of the converted data through the Job Match Labor Exchange System Application. As the Job Match Labor Exchange System Application is interfaced to legacy or third-party applications, and interfaces, test the flow of the converted data through these interface points.
Conversion and Interface Programs	For conversions and interfaces, the Geographic Solutions, Inc. integration specialists will work with the State to create import programs to convert data from legacy systems.
Validation-Tested Conversion Programs	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Job Match Labor Exchange System Application.

**1.5 Installation Testing**

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

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 TESTING SERVICES

**1.6 User Acceptance Testing (UAT)**

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The State shall be presented with all testing results, as well as written Certification that Geographic Solutions, Inc. has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from Geographic Solutions, Inc. that the Job Match Labor Exchange System is installed, configured, complete and ready for State testing.

User Acceptance Testing is a verification process that consists of performing the tests and verifying the results against the specified Acceptance Criteria and in the requirements defined in the Geographic Solutions, Inc.'s proposal response. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the Job Match Labor Exchange System and the interfaces, and verify implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

System User Acceptance Tests	The System User Acceptance Tests verify System functionality against predefined acceptance criteria that support the successful execution of approved Job Match Labor Exchange System processes.
Acceptance Test Plan	<ul style="list-style-type: none"> <li>• Provide the State an acceptance test plan and selection of test scripts for the Acceptance test.</li> <li>• Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities.</li> <li>• Work jointly with the State in determining the required actions for problem resolution.</li> </ul>
Acceptance Test Execution	<ul style="list-style-type: none"> <li>• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.</li> <li>• Validate the acceptance test environment.</li> <li>• Execute the test scripts and conduct User Acceptance Test activities.</li> <li>• Document and summarize Acceptance test results.</li> <li>• Work jointly with Geographic Solutions, Inc. in determining the required actions for problem resolution.</li> <li>• Provide Acceptance of the validated Systems.</li> </ul>
Acceptance Test Deliverables	The Deliverable for User Acceptance Tests is the User Acceptance

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Description	Test Results. These results provide evidence that the new Job Match Labor Exchange System meets the User Acceptance criteria defined in the Work Plan.
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**1.7 Regression Testing**

Geographic Solutions, Inc. shall be responsible for developing the test plans and all test materials, and for executing all tests and certifying their completion prior to user testing. As a result of the user testing activities, problems will be identified that require correction. Geographic Solutions, Inc. shall perform additional testing activities in response to State and/or user problems identified from the testing results.

During this problem correction process, the State requires that appropriate regression testing occur. By regression testing, the State means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) system components still meet their specified requirements.

When a programming change is made in response to a problem identified during user testing, a Regression Test Plan must be developed by Geographic Solutions, Inc. based on the understanding of the program and the change being made to the program. The Regression Test Plan has two objectives: first, to validate that the change/update is incorporated into the program; and second, to validate that there are no unintended changes to the other portions of the program.

Geographic Solutions, Inc. shall:

1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
3. Manage the entire cyclic process.

Geographic Solutions, Inc. shall execute the Regression Test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified software application to the users for retesting.

In designing and conducting such regression testing, Geographic Solutions, Inc. shall assess the risks inherent in the modification being implemented, identify and assess any unintended consequences, and weigh those risks against the time and effort required for conducting the regression tests.

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1.8 PERFORMANCE TUNING AND STRESS TESTING:

1.8.1 Scope

The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object performance increases as changes are made.

Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

As a result of performance testing, any hardware or infrastructure modifications which are recommended by the team to increase performance will be evaluated by the State of New Hampshire and procured by the State of New Hampshire at their own expense. Geographic Solutions Inc. will not be responsible for the costs associated with any of the hardware, associated third party software, or infrastructure the State deems appropriate to procure.

1.8.2 Test types

Performance testing shall use two (2) different types of testing to determine the stability of the application. They are baseline tests and load tests

**Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each

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business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline which is used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

**Load Tests:** Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on work load distribution. System response time and utilization is measured and recorded.

**Tuning:**

Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing effort. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

### 1.8.3 Implementing Performance and Stress Test

Geographic Solutions shall use the State of New Hampshire license of IBM Rational Performance tester and associated virtual users to provide any necessary automated Performance and Stress Testing prior to the launch of the System. The testing will be of key areas of the application that will be outlined in the Test Plan and will be conducted remotely. The State will facilitate the setup of the test environment required for this testing and will also provide the required remote access to the environment according to the project schedule. The State will also make available an onsite resource knowledgeable in IBM Rational Performance tester to assist in this process.

Should the State not be able to meet the requirements outlined herein, the scheduled Go Live date will not be affected.

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**1.8.4 Scheduling Performance and Stress Testing**

Geographic Solutions, Inc. shall perform test planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Geographic Solutions, Inc. shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment.

Post test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing they will be identified however changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

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When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

**1.9 Successful UAT Completion**

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Implementation Warranty period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

**1.10 System Acceptance**

Upon completion of the Warranty Period, the State shall issue a Letter of Final Job Match Labor Exchange System Acceptance.



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SYSTEM MAINTENANCE AND SUPPORT

**1. SYSTEM MAINTENANCE**

**1.1 Geographic Solutions, Inc.'s Responsibility**

Geographic Solutions, Inc. shall maintain the Job Match Labor Exchange System application in accordance with the Contract. Geographic Solutions, Inc. will not be responsible for maintenance or support for Software developed or modified by the State.

**1.1.1 Maintenance Releases**

Geographic Solutions, Inc. shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and documentation that are generally offered to its customers, at no additional cost.

**1.1.2 Software, Interfaces, and Patches**

All Job Match Labor Exchange System program updates, general maintenance releases, selected functionality releases, patches, and documentation released to the State and applied by Geographic Solutions, Inc. as needed to meet the requirements, shall support and be compatible with the Geographic Solutions, Inc. developed software and interfaces.

**2. SYSTEM SUPPORT**

**2.1 Geographic Solutions, Inc.'s Responsibility**

Geographic Solutions, Inc. will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

**2.2 System Support and Maintenance Levels**

**Code Red** - Error on page with no content or missing content.  
**Critical** - Business process or data error with no workaround.  
**High** - Business Process or data error with workaround  
**Medium** - Change or fix requested for the current version  
**Low** - Change or fix requested for future or current version.

**2.2.1 For Code Red and Critical Deficiencies, Geographic Solutions, Inc. shall have available to the State on-call telephone assistance, with issue tracking available to the State, at a minimum, 8:00 am to 5:00 pm, Monday through Friday with an email / telephone response with a plan of corrective action within two (2) hours of request.**

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Establishment of an 800 number for maintenance support during normal working business hours 8:00 am- to 5:00 pm.

- 2.2.2 For High Deficiencies the State will notify Geographic Solutions, Inc. of such Deficiencies during regular business hours and the Geographic Solutions, Inc. shall respond back within four (4) hours of notification of planned corrective action;
- 2.2.3 Medium, and Low Deficiencies the State will notify Geographic Solutions, Inc. of such Deficiencies during regular business hours and Geographic Solutions, Inc. shall respond back within forty-eight (48) hours of notification of planned corrective action;
- 2.2.4 Repair or replacement of the Software, and maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

For all maintenance Services calls, Geographic Solutions, Inc. shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; and

Geographic Solutions, Inc. must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

In the event Geographic Solutions, Inc. fails to correct a Deficiency within the allotted period of time stated above, the State shall have the right, at its option to: 1) declare Geographic Solutions, Inc. in default, terminate the support Contract, in whole or in part, without penalty or liability to the State; 2) return Geographic Solutions, Inc.'s product and receive a refund for all amounts paid to Geographic Solutions, Inc., including but not limited to, applicable license fees within ninety (90) days of notification to Geographic Solutions, Inc. of the State's intent to request a refund; 3) and to pursue its remedies available in law or in equity.

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**2.3 Support Obligations and Term**

Geographic Solutions, Inc. System support shall commence upon the State's issuance of the User Acceptance Test Letter of Acceptance and remain in effect through the end of the Term, June 20, 2013, and any extensions thereof.

**3. SUPPORT INCIDENT DATA COLLECTION**

**3.1 Records**

Geographic Solutions, Inc. shall maintain a record of the activities related to warranty repair or maintenance and support activities performed for the State. For all maintenance service calls, Geographic Solutions, Inc. shall ensure the following information will be collected and maintained:

1. Nature of the Deficiency;
2. Current status of the Deficiency;
3. Action plans, dates, and times;
4. Expected and actual Completion time; and
5. Deficiency resolution information.

**3.2 System Monitoring**

Geographic Solutions, Inc. shall work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

1. Mean time between reported Deficiencies with the System;
2. Diagnosis of the root cause of the problem; and
3. Identification of repeat calls or repeat System problems.

Geographic Solutions, Inc. shall agree to maintain, repair, and correct deficiencies in the Software, including but not limited to the individual modules or functions, at no additional cost to the State, in accordance with the Support and Maintenance terms and requirements, including without limitation, correcting all Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and documentation.

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 PRIORITY REQUIREMENTS- GEOGRAPHIC SOLUTIONS, INC. RESPONSE

**I. SYSTEM MAINTENANCE**

1.1 Geographic Solutions, Inc. shall provide a fully operational Job Match Labor Exchange Software Solution with the following functionalities:

Table I.1

User Type	Description
Individuals	<b>CORE SERVICES FOR INDIVIDUALS MODULE:</b> My Home Page, Career Services (career tips, career explorer-match your skills-job skills, career explorer-match your skills-personal skills, career informer, job market explorer) Job Seeker Services (Job search, job market trends, employers), Education Services (training providers and schools, training and educational programs, educational program completers), Labor Market Services (labor market facts, area profile, industry profile, occupation profile), Individual Registration, My OneStop Profile (personal profile, search history profile, assessment profile-job and personal skills), Quick Menu (Job Search), Assistance Center, My Resources (My messages, My appointments, My Background, My Home Page, Upcoming Events)
	<b>LABOR EXCHANGE FOR INDIVIDUALS MODULE:</b> Job Seeker Services (10 Steps to find a job, resume builder, background wizard, letter builder, virtual recruiter-for individuals), My OneStop Profile (employment plan), Message Center (appointments, messages), Quick Menu (Resume Builder, My Background) Requires Core Services for Individuals Module.
	<b>CORE ASSESSMENT MODULE:</b> Career Services (career explorer-interest analyzer, career explorer- work importance analyzer, display of individual work values and interests for an occupation), My OneStop Profile (assessment profile- interests, work importance) Requires Core Services for Individuals Module.
Employers	<b>CORE SERVICES FOR EMPLOYERS MODULE:</b> Recruitment Services (candidate search-external search, job market trends) Education Services (training providers and schools, training and educational programs, educational program completers), Labor Market Services (labor market facts, area profile, industry profile, occupation profile), Assistance Center, Employer Registration, My Company Profile (corporate profile, search history profile), My Resources (My messages, My appointments, My Background, My Home Page, Upcoming Events)
	<b>EMPLOYER LABOR EXCHANGE MODULE:</b> Recruitment Services (post a job, candidate search-quick and advanced search for resumes, candidate ranking recruitment and hiring tool, job applicant tracking, candidate market trends, virtual recruiter-for individuals), Company Profile (recruitment plan profile) Quick Menu (post a job, candidate search). Requires Core Services for Employers Module.
Staff	<b>CORE SERVICES FOR STAFF MANAGING INDIVIDUALS MODULE:</b> Manage Individuals (create an individual account, assist an individual), Individuals My OneStop Profile (personal profile, search history profile), View Reports (registered Individuals, feedback surveys).

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	<p><b>CORE SERVICES FOR STAFF MANAGING EMPLOYERS MODULE:</b> Manage Employers (create an employer account, assist an employer, employer system access rights), Employers My Company Profile (corporate profile, search history profile), View Reports (registered employers, feedback surveys).</p>
	<p><b>LABOR EXCHANGE FOR STAFF MODULE:</b> Staff-Assisted Labor Exchange for Individuals, Staff-Assisted Labor Exchange for Employers. Manage Resumes (Advanced Search, Advanced Search by Job Order), Manage Job Orders (job order verification, job order referrals, job order mass referrals, job order follow-up, job order referral results), Manage Labor Exchange ( create/modify job skill sets, automated referral notification and follow up), View Reports (resumes, enrolled individuals, job orders). Requires Core Services for Staff Module.</p>
	<p><b>SERVICE TRACKING MODULE:</b> Manual and Automated Tracking of Services, Managing Individuals (scheduled services, manage individual services) , Case Management Profile (Activities-Service Plan), View Reports (Activities, Services Provided Employers, Services Provided Individuals). Requires Core Services for Staff Module.</p>
	<p><b>CORE CASE MANAGEMENT MODULE:</b> Case Management Profile (Common Intake ,Case Assignment, Case Load, Case Notes, Activities, Programs, Individual Employment Plan (IEP), Objective Assessment Summary (OAS), Assessment Plan. View Reports (case load reports, predictive reports, Federal Reports). . Requires Core Services for Staff Module and Service Tracking Module .</p>
	<p><b>WAGNER PEYSER CASE MANAGEMENT MODULE:</b> Manage Profiling (profiling non-compliance / waived / exempted, profile orientation letter), Veteran Management, View Reports (enrolled individuals, 9002 A-E reports, VETS200, MIC, 9048, WP data validation file). Requires Core Case Management Module.</p>
<p><b>Administrators</b></p>	<p><b>ADMINISTRATION SYSTEM:</b> Email Addresses, System Defaults, LMI Data Control, Administer a Staff Account, Create a Staff Account, Create Privilege Groups, Change Privilege Group Settings, Delete Privilege Groups, Administer Individuals, Administer Employers, Import/Export Data, Data Modification, Archive Records, Restore Records, Administer an Admin Account, Create an Admin Account, Individual /Employer Services.</p>
	<p><b>LMI DATA LOADER:</b> A web based utility that is specifically designed to import and export data to and from the Workforce Information Database (ALMIS). The tool validates all data entered, including checks for empty fields, referential integrity, and primary key violations. Rejected data can be exported to an external file.</p>
	<p><b>WEB CONTENT MANAGEMENT MODULE:</b> A user-friendly, what you see is what you get (WYSIWYG) integrated content management tool. The Content Publisher lets staff create articles, customize web pages, change images, and add, edit, and delete content displayed in many different areas within the system.</p>

Geographic Solutions agrees to modify their current Software System to meet the requirements of the State as submitted to the State in its proposal dated May 28, 2008 including but not limited to, the following:

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1	Have the ability to allow multiple passwords and usernames based on Employer Worksites.
2	Ability for local workforce areas to submit their monthly expenditure reports electronically with electronic signatures.
3	Ability to submit electronic cash draw requests to the department using electronic signatures.
4	Interface with the Department's Unemployment Insurance Benefits System and automatically register UI claimants into the Wagner Peyser program.
5	Interface with the State New Hire Directory listing to allow for automated job results to be input into the System.
6	Interface with the Department's NHES Wage System for 9002/VETS200 wages.
7	Interface with NHACTS for Employer Tax Information.
8	Interface with the Department's Unemployment Insurance Benefits System to accept updates on claimant data.
9	Interface with the Department's Unemployment Insurance Benefits System to accept specific services.

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Geographic Solutions, Inc.'s Project Manager and the State Project manager shall finalize the Work Plan within ten (10) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with Geographic Solutions, Inc.'s plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Geographic Solutions, Inc. and State Project Managers.

The preliminary Work Plan created by Geographic Solutions, Inc. and the State is set forth at the end of this Exhibit.

In conjunction with Geographic Solutions, Inc.'s Project Management methodology, which shall be used to manage the Project's life cycle, the Geographic Solutions, Inc. team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and Geographic Solutions, Inc. team members), refine the Project's scope, and establish the Project's schedule. The Plan is documented in accordance with Geographic Solutions, Inc.'s Work Plan and shall utilize MS Project to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the Geographic Solutions, Inc. and State Project Managers.

**I. ASSUMPTIONS**

**A. General**

- The State shall provide team members with decision-making authority to support the implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Geographic Solutions, Inc. shall provide a separate escrow agreement for the Job Match Labor Exchange System application.
- Geographic Solutions, Inc. shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

**B. Logistics**

- If Geographic Solutions, Inc. Team needs to perform this project at State facilities then office space will be made available at no cost to Geographic Solutions, Inc..
- The Geographic Solutions, Inc. Team reserves the right to perform that work at a facility other than that furnished by the State, when practical, at their expense.
- The Geographic Solutions, Inc. Team shall honor all holidays observed by the State, although with permission, may choose to work on holidays and weekends.

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**C. Project Management**

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete project tasks.
- Geographic Solutions, Inc. assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

**D. Technical Environment and Management**

The State is responsible for providing the hardware, network, and communication facilities needed to support the project.

The State shall provide the hardware and operating system to host the Project's production system. Hardware and operating system environments must be sized to support a minimum of three (3) instances of the applications (instances include: Production Web Server, Production Data Server, and Reports Server.

Geographic Solutions, Inc. will host the Development server, QA Testing Server, User Acceptance Testing Server, and Deployment/Staging Server and Training Environment. All instances shall be installed on similar hardware configurations and operating system.

- The State's hardware operating environment and supporting software shall meet Geographic Solutions, Inc. certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- Geographic Solutions, Inc. team shall implement Version 10 or most recent version of the application.
- All disk and memory requirements based on Geographic Solutions, Inc.'s written recommendation shall be satisfied prior to the Geographic Solutions, Inc. Team assisting with any installation activities on the State's platform.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

**E. Conversions**

- The Geographic Solutions, Inc. Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Geographic Solutions, Inc. technical team, a subset of the conversions. The Geographic Solutions, Inc. Team shall lead the State with the mapping of the legacy data to the Geographic Solutions, Inc. applications.
- Additionally, the Geographic Solutions, Inc. Team shall:



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- Provide the State with Geographic Solutions, Inc. application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Geographic Solutions, Inc. Team shall identify the APIs the State should use in the design and development of the conversion.
- Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
- Lead the review of functional and technical specifications.
- Assist with the resolution of problems and issues associated with the development and implementation of the conversions.

**F. Project Schedule**

- Deployment and go-live is planned for March 2009. NHES System will be in production within 180 days of contract award and start date.

**G. Reporting**

- Geographic Solutions, Inc. shall conduct bi-weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

**H. User Training and Change Management**

- The Geographic Solutions, Inc. Team shall lead the development of the end-user training plan.
- Geographic Solutions, Inc. will train the NHES staff through a series of detailed training sessions.
- The State shall schedule and track attendance on all end-user training classes.

**I. Performance Testing**

- The Geographic Solutions, Inc. Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with Geographic Solutions, Inc. on Performance Testing as set forth in Contract Exhibit F - *Testing Services*.

**2. ROLES AND RESPONSIBILITIES**

**A. Geographic Solutions, Inc. Team Roles and Responsibilities**

**1) Geographic Solutions, Inc. Team Project Manager**

The Geographic Solutions, Inc. Team Project Manager shall have overall responsibility for the day-to-day management of the project and shall plan, track, and manage the activities of the Geographic Solutions, Inc. Implementation Team. The

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Geographic Solutions, Inc. Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign Geographic Solutions, Inc. Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Geographic Solutions, Inc. Team members;
- Provide bi-weekly updates progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

**3) Geographic Solutions, Inc. Team**

The Geographic Solutions, Inc. Team shall conduct analysis of requirements, validate the Geographic Solutions, Inc. Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's acceptance test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and acceptance testing; and
- Assist with the transition to production.

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4) **Geographic Solutions, Inc. Team**

The Geographic Solutions, Inc. team shall assume the following tasks:

- Development and review of functional and technical specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;
- Unit testing of conversions and interfaces developed;
- System Integration Testing; and
- Assist in performance tuning and application stress testing.

**B. State Roles and Responsibilities**

The following State resources have been identified for the project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the implementation.

**1) State Project Managers**

The State Project Managers shall work in conjunction with the Geographic Solutions, Inc. Project Manager. The role of the State Project Managers is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate project status on a regular basis. The State Project Managers represent the State in all decisions on implementation project matters, provides all necessary support in the conduct of the implementation project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the project. The State Project Managers have the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the Geographic Solutions, Inc. team;
- Assist the Geographic Solutions, Inc. Project Manager in the development of a detailed Work Plan;
- Identify and secure the State project team members in accordance with the Work Plan;
- Define roles and responsibilities of all State project team members assigned to the project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain implementation tasks;



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- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the project level;
- Inform the Geographic Solutions, Inc. Project Manager of any urgent issues if and when they arise; and
- Assist the Geographic Solutions, Inc. team staff to obtain requested information if and when required to perform certain project tasks.

**2) State Subject Matter Experts (SMEs)**

The role of the State SMEs is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the implementation. Responsibilities of the SMEs include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and acceptance testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested;
- Assist in training end users in the use of the Geographic Solutions, Inc. Software Solution and the business processes the Application supports.

**3) State Technical Lead and Architect**

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the project;
- Assist the State and Geographic Solutions, Inc. Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with Geographic Solutions, Inc. Technical Lead and the State's selected hardware Geographic Solutions, Inc. to architect and establish an appropriate hardware platform for the State's project development and production environments;

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- Work in partnership with the Geographic Solutions, Inc. and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project.
- A document of standard Virtual OneStop technical operational procedures and processes (including recommendations for backup and disaster recovery) is a contractor deliverable;
- Represent the technical efforts of the State at bi-weekly project meetings.

**4) State Application DBA (OIT)**

The role of the State Application DBA(s) is to work closely with Geographic Solutions, Inc. Team to install and maintain the Application environments throughout the duration of the project. It is important that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the implementation project:

- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with Geographic Solutions, Inc. to finalize machine, site, and production configuration;
- Work with Geographic Solutions, Inc. to finalize logical and physical database configuration;
- Work with Geographic Solutions, Inc. to install Geographic Solutions, Inc. tools, and Geographic Solutions, Inc. Applications for the development and training environment;
- Work with Geographic Solutions, Inc. to clone additional application instances as needed by the application teams;
- Work with Geographic Solutions, Inc. upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with Geographic Solutions, Inc. and the Application teams to establish and manage an instance management plan throughout the project;
- Work with Geographic Solutions, Inc. to establish and execute backup and recovery procedures throughout the project;
- Manage Operating System adjustments and System Maintenance to maintain system configurations and specifications;
- Work with the Application Teams to manage the availability of Application instances throughout the project;
- Perform routine Geographic Solutions, Inc. Application monitoring and tuning;
- Work with the Geographic Solutions, Inc. to define and test Application security, backup and recovery procedures; and

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- Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
- Develop and maintain role-based security as defined by the Application Teams;
- Establish new Geographic Solutions, Inc. Application user Ids; and
- Configure menus, request groups, security rules, and custom responsibilities.
- Assist with performance tuning and application stress testing.

**5) State Network Administrator (OIT)**

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.

**6) State Testing Administrator**

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and acceptance test plans;
- Coordinating system, integration, performance, and acceptance tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

**7) State Client Interface Specialist**

Provide expert input and documentation on State legacy systems to assist Geographic Solutions, Inc. in developing the specifications for interfaces with legacy systems.

**8) State Client Conversion Specialist**

Provide expert input and documentation on the current labor exchange system data to assist Geographic Solutions, Inc. in developing scripts to convert the existing labor exchange data.

**9) State Client Application Administrator**

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Maintain all software system administrative items and settings including the various user privilege groups that will be used to provide security.

**10) State Client Trainer**

Train end user staff based on the knowledge gained from the Geographic Solutions, Inc.'s Train the Trainer training and also experience using the system.

**3. SOFTWARE APPLICATION**

Software required for Geographic Solutions to perform the activities of the Contract:

- Microsoft SQL Server 2005.
- Microsoft Windows Server 2003 R2 Standard (w/Service Pack 2)
- Microsoft Internet Information Server (IIS) Version 6
- WinZip v10 or greater (w/Command Line Support) – File exchange w/128-bit encryption and WinSCP v4.05(or IPswitch's WS\_FTP) – Secure FTP file exchange (SSH enabled).  
These are utilities for secure data exchange
- Secure Sockets Layer (SSL) Certificate issued by a trusted Certificate Authority.
- Corda PopChart Enterprise

**4. CONVERSIONS**

The following Table 4.1 identifies the conversions within the scope of this Contract.

**Table 4.1: Planned Conversions**

	Geographic Solutions	Job Seekers
	Geographic Solutions	Job Seeker Services
	Geographic Solutions	Approved Employers
	Geographic Solutions	Services provided to Employers
	Geographic Solutions	All information pertinent to a Job Order
	Geographic Solutions	See RFP

**A. Conversion Testing Responsibilities**

- The Geographic Solutions, Inc. Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the project

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specifics, test the business process, and compare with the documented expected results.

- The Geographic Solutions, Inc. Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The Geographic Solutions, Inc. Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the Geographic Solutions, Inc. Teams, shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the Geographic Solutions, Inc. Teams shall jointly verify and validate the accuracy and completeness of the conversions for acceptance testing and production.

**5. INTERFACES**

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

**Table 5.1: In-Scope Interfaces**

	Geographic Solutions	Required info for a registration and job match
	Geographic Solutions	Profiler Services from Unemployment Insurance (UI)
	Geographic Solutions	Updated information from UI
	Geographic Solutions	Information for valid Employers applying for access
	Geographic Solutions	Federal Requirement 9002/VETS200
	Geographic Solutions	Data for LMI Bureau to meet Federal Requirements
	Geographic Solutions	Data indicating client is employed
	Geographic Solutions	Data indicating client is employed
	Geographic Solutions	Wages for 9002/VETS 200 Reporting
	Geographic Solutions	Job Order information to be downloaded to Fed Site



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Agency	Responsible Party	Description
	Geographic Solutions	Wages for 9002/VETS 200 Reporting

**A. Interface Responsibilities**

- The Geographic Solutions, Inc. Team shall provide the State Geographic Solutions, Inc. Application Data requirements and examples, of data mappings and interfaces implemented on other projects. The Geographic Solutions, Inc. Team shall identify the APIs the State should use in the design and development of the interface.
- The Geographic Solutions, Inc. Team shall lead the State with the mapping of legacy data to the Geographic Solutions, Inc. Applications.
- The Geographic Solutions, Inc. Team shall lead the review of functional and technical interface specifications.
- The Geographic Solutions, Inc. Team shall assist the State with the resolution of problems and issues associated with the development and implementation of the interfaces.
- The Geographic Solutions, Inc. Team shall document the functional and technical specifications for the interfaces.
- The Geographic Solutions, Inc. Team shall create the initial test plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The Geographic Solutions, Inc. Team shall develop and Unit Test the interface.
- The State and the Geographic Solutions, Inc. Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State shall document the technical changes needed to legacy systems to accommodate the interface.
- The State shall develop and test all legacy application changes needed to accommodate the interface.
- The State and the Geographic Solutions, Inc. Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State is responsible for the scheduling of interface operation in production.

**6. PRELIMINARY WORK PLAN**

The Preliminary Work Plan can be referenced in the Geographic Solutions Technical Proposal dated May 28, 2008 response to NHES RFP 2009-013 in Section T21.2 page 167 et seq.

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**1. LICENSE GRANT**

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, Geographic Solutions, Inc. hereby grants to the State a non-exclusive, limited license to use the Geographic Solutions Virtual OneStop® Program modules and components listed in Exhibit H, Table 1.1, collectively referred to as the Program, including any error corrections maintenance modifications and enhancements thereto and updates thereof furnished by Geographic Solutions for the Service Area subject to the terms of the Contract.

The Service Area for this license is the State of New Hampshire and cities and towns in adjoining states located within 25 miles of the New Hampshire State border. The Program will be used to provide one-stop services to the residents of the Service Area. Certain labor market and employer data will only be available for the Service Area. Individuals from outside the service area will be able to access services for the purposes of career and job search in the Service Area. The Program will only service employers that are located within the Service Area.

The Program is solely owned by Geographic Solutions and is copyrighted. This License does not sell or transfer title to the Program to State. The License of the Program will not commence until an authorized representative of State and of Geographic Solutions has executed this Contract

State may:

1. Install the Program on up to five specific servers owned or leased by State on which the Program may be installed. (Host Servers).
2. Use and execute the Program on the Host Servers for purposes of serving the needs of its business.

State acknowledges and agrees that the Program is a proprietary product of Geographic Solutions protected under U.S. copyright and trademark law. State further acknowledges and agrees that all right, title, and interest in and to these Programs, including associated intellectual property rights, are and shall remain solely the property of Geographic Solutions. This License does not convey to State an interest in or to the Program, but only a right of use revocable in accordance with the terms of this Contract.

The Program may access a database of businesses that is currently leased to the State of New Hampshire through a limited time master agreement between the Iowa Department of Labor and InfoUSA, Inc., Omaha, Nebraska, 68127. Resale of this data is prohibited. Any use of the data, except for the intended purpose of job search, is prohibited without the express written consent of InfoUSA, Inc. The continued use of this data by State is subject to the continuation of this lease.

Geographic Solutions shall have sole and exclusive ownership of all right, title, and interest in and to the Program and all error corrections maintenance modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to State herein by Geographic Solutions. This License

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does not provide State with title or ownership of the Program, but only a right of limited use. State must keep the Program free and clear of all claims, liens, and encumbrances.

State acknowledges that the Program provided by Geographic Solutions to State hereunder constitutes a commercially valuable, proprietary product of Geographic Solutions, the design and development of which reflects the effort of skilled experts and the investment of considerable time and money. State acknowledges that the Program contains substantial trade secrets of Geographic Solutions, which Geographic Solutions shall entrust to State in confidence to use and copy only as expressly authorized by this License. State further acknowledges that Geographic Solutions claims and reserves all rights and benefits afforded under United States copyright law in the Program. Any distribution, copying, or modification of such materials not expressly authorized by this License is strictly prohibited. This paragraph does not prohibit State from creating a backup of the system.

State may not use, copy, modify, or distribute the Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Geographic Solutions. State may not reverse assemble, reverse compile, or otherwise translate the Program. State's rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the Program to another other party who is reasonably acceptable to Geographic Solutions, and who enters into a new License, and pays an administrative fee intended to cover attendant costs. Service bureau work, multiple-user license, and time-sharing arrangements, including Internet access, are permitted only as expressly authorized in writing by Geographic Solutions.

State may not install the Program on any other computer system or use it at any other location without Geographic Solutions' express written authorization obtained in advance (which authorization will not be unreasonably withheld). State may transfer the Licensed Program to another computer temporarily if a Host Server is inoperable. If State uses, copies, or modifies the Program, or if State transfers possession of any copy, adaptation, transcription, or merged portion of the Program to any other party in any way not expressly authorized by Geographic Solutions, this license is automatically revoked. State hereby authorizes Geographic Solutions to enter State's premises in order to inspect the Program in any reasonable manner during regular business hours to verify compliance with the terms hereof.

State acknowledges that the Program may access data from Internet sites of other organizations or provide Internet links to allow users to visit the web sites of other organizations. Geographic Solutions makes no representations concerning this information or regarding the quality or acceptability of the data, products or services offered by the companies or providers referenced at these sites, or whether any permission or agreement may be required by State to access this information. Geographic Solutions reserves the right to remove this data and/or these links if it deems it necessary.

Geographic Solutions is not responsible for obsolescence of the Program that may result from changes in State's requirements. Geographic Solutions assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Program.

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**2. DOCUMENTATION**

Geographic Solutions, Inc. shall provide the State with Job Match Labor Exchange System Software Documentation. The State may make a sufficient number of copies of the Software for its licensed use and one copy of each program media.

Geographic Solutions, Inc. shall provide the State with one (1) enterprise user license and two (2) hard copy versions of the Software's associated Documentation and one (1) electronic version of the Documentation in Microsoft WORD and PDF format. The State agrees to include copyright and proprietary notices provided to the State by Geographic Solutions, Inc. on the copies.

**3. RESTRICTIONS**

The State shall not:

- a. Remove or modify any program markings or any notice of Geographic Solutions, Inc.'s proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

**4. TITLE**

Title, right, and interest (including all ownership and intellectual property rights) in the Job Match Labor Exchange System Software shall remain with Geographic Solutions, Inc..

**5. JOB MATCH LABOR EXCHANGE SYSTEM SOFTWARE ESCROW**

5.1 Geographic Solutions, Inc. represents and warrants that the currently existing source code for the Job Match Labor Exchange System software licensed to the State under the Contract, as well as the Documentation for such Job Match Labor Exchange System software, and developer comments to the source code for the Job Match Labor Exchange System software (the "Deposit Materials") have been deposited in an escrow account maintained at Business Records Management Inc. (BRM) ("Escrow Agent") as required by this Contract. Future Deposit Materials for major version releases (e.g., X.y.z) of the Job Match Labor Exchange System software not otherwise delivered to the State Licensee as source code shall be deposited in the escrow account (normally within six (6) months after the first commercial shipment of each such release). Geographic Solutions, Inc. shall promptly pay to the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the Job Match Labor Exchange System Software in escrow.

5.2 Geographic Solutions, Inc. agrees that, upon execution of this Contract, the State shall be added to the Escrow Agreement as a beneficiary. The Escrow Agent shall notify the State that it has been added as a subscriber within a commercially reasonable time. Thereafter, upon the request of the State, to be made no more frequently than annually, Geographic Solutions, Inc. shall provide the State with written verification that the Job Match Labor Exchange System Software has been deposited with the Escrow Agent.

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5.3 The Escrow Agent shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):

- (a) Geographic Solutions, Inc. institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- (b) Geographic Solutions, Inc. has made an assignment for the benefit of creditors;
- (c) A receiver or similar officer has been appointed to take charge of all or part of Geographic Solutions, Inc.'s assets;
- (d) Geographic Solutions, Inc. terminates its maintenance and support services for the COTS software or has ceased supporting and maintaining the Job Match Labor Exchange System software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- (e) Geographic Solutions, Inc. ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Job Match Labor Exchange System Software.

5.4 In the event that Deposit Materials are released from escrow to the State, Geographic Solutions, Inc. hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (contractors, agents, etc.), solely for the purpose of completing the performance of Geographic Solutions, Inc.'s obligations under the Contract, including, but not limited to, providing maintenance and support for the Job Match Labor Exchange System software and subject to the rights granted in this Contract.

5.5 Geographic Solutions, Inc. agrees to pay all costs associated with the escrow covered by this Contract, except for nominal fees to cover the cost of reproduction and distribution of release of the Deposit Materials to the State, including all related reasonable administrative expenses.

**6. VIRUSES**

Geographic Solutions, Inc. shall provide Software that shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, Geographic Solutions, Inc. will use reasonable efforts to test the Job Match Labor Exchange System Software for viruses. Geographic Solutions, Inc. shall also maintain a master copy of the appropriate versions of the Job Match Labor Exchange System Software, free of viruses. If the State believes a virus may be present in the Job Match Labor Exchange System Software, then upon its request, Geographic Solutions, Inc. shall provide a master copy for comparison with and correction of the State's copy of the Job Match Labor Exchange System Software.

**7. AUDIT**

Upon forty-five (45) days written notice, Geographic Solutions, Inc. may audit the State's use of the programs at Geographic Solutions, Inc.'s sole expense. The State agrees to cooperate with

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Geographic Solutions, Inc.'s audit and provide reasonable assistance and access to information. The State agrees that Geographic Solutions, Inc. shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Geographic Solutions, Inc.'s audit rights are subject to applicable State and federal laws and regulations.

**8. NON-INFRINGEMENT**

Geographic Solutions, Inc. warrants that it has good title to, or the right to allow the State to use, all Services, Deliverables, and Software provided under this Contract, and that such Services, Deliverables, and Software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Material infringe their intellectual property rights, Geographic Solutions, Inc. shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Geographic Solutions, Inc. in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Geographic Solutions, Inc. control of the defense and any settlement negotiations; and
- c. Gives Geographic Solutions, Inc. the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Geographic Solutions, Inc. believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Geographic Solutions, Inc. may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Geographic Solutions, Inc. may end the license, and require return of the applicable Material and refund all fees the State has paid Geographic Solutions, Inc. under the Contract. Geographic Solutions, Inc. will not indemnify the State if the State alters the Material without Geographic Solutions, Inc.'s consent or uses it outside the scope of use identified in Geographic Solutions, Inc.'s user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. Geographic Solutions, Inc. will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data, or material not furnished by Geographic Solutions, Inc.. Geographic Solutions, Inc. will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Geographic Solutions, Inc. without Geographic Solutions, Inc.'s consent.

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EXHIBIT K

WARRANTIES AND WARRANTY SERVICES

**2. WARRANTY SERVICES**

Geographic Solutions, Inc. agrees to maintain, repair, and correct Deficiencies in the Software/System, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Maintain the Software in accordance with the Specifications, Terms and requirements of the Contract;
- b. Repair or replace the Software or any portion thereof so that the System operates in accordance with the Specifications, Terms and requirements of the Contract;
- c. Geographic Solutions, Inc. shall have available to the State on-call telephone assistance, with issue tracking available to the State, Monday through Friday, 8:00 AM to 5:00 PM with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site or remote additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all Warranty Services calls, Geographic Solutions, Inc. shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) deficiency resolution information;
- g. Geographic Solutions, Inc. must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by Geographic Solutions, Inc. no later than five (5) business days, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event Geographic Solutions, Inc. fails to correct a deficiency within the allotted period of time, the State may, at its option, 1) immediately declare Geographic Solutions, Inc. in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) return Geographic Solutions, Inc.'s Software and receive a full refund within ninety (90) days for all amounts paid to Geographic Solutions, Inc. under the Contract, including but not limited to, any applicable license fees; 3) pursue its remedies available at law and in equity.

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**1. WARRANTIES**

**1.1 Software**

Geographic Solutions, Inc. warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

**1.2 Non-Infringement**

Geographic Solutions, Inc. warrants that it has good title to, or the right to allow the State to use, all Services, Deliverables, and Software provided under this Contract, and that such Services, Deliverables, and Software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party. See Exhibit J Section 8: *Non-Infringement* for more detail.

**1.3 Viruses; Destructive Programming**

Geographic Solutions, Inc. warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

**1.4 Compatibility**

Geographic Solutions, Inc. warrants that all System components, including but not limited to the components provided, including any replacement or upgraded Software components provided by Geographic Solutions, Inc. to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

**SERVICE WARRANTY**

**1.5 Services**

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

**1.6 Personnel**

Geographic Solutions, Inc. 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.



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Notwithstanding any provision of the Contract, the State's option to declare Geographic Solutions, Inc. in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

**WARRANTY PERIOD**

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for 180 days.

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, Geographic Solutions, Inc. shall correct the Deficiency, and a new thirty (30) day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) consecutive calendar days.

Except as expressly set forth in this Contract, Geographic Solutions specifically disclaims any and all promises, representations, and warranties, express or implied, with respect to the program, and specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.

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TRAINING SERVICES

A. TRAINING

Geographic Solutions, Inc. shall provide the following Training Services: The formalized, 3-stage approach to address the training needs will be utilized as proposed.

All courses are to be offered on-site in New Hampshire and shall be available for up to a total of one hundred eighty (180) students. Following the provision of classes, access to on-line course materials shall be provided through the online training library.

**Delivery Method -Instructor-Led Class Training**

This method helps build the in-depth knowledge and hands-on experience the State's employees will need to succeed in their job role with Geographic Solutions, Inc. From in-class demonstrations led by experienced Geographic Solutions, Inc. instructors to realistic hands-on labs, Instructor-Led In Class courses provide a dynamic learning environment.

**Geographic Solutions, Inc. Instruction modules are:**

- **Train-the-Trainer Module** – Geographic Solutions uses an effective staff training approach to maximize value proposition. The training covers the complete functionality of the new system together with overviews of the underlying business process involved. Key staff members attend training and after the training is complete, these staff members act as an unofficial first level of support, understanding not only the software, but also how to use it to conform to the business processes. (Proposed duration: 3 days)
- **Direct Staff Training Module** – The direct staff training approach is the most effective mechanism. The training covers the complete functionality of the new system together with overviews of the underlying business process involved. (Proposed duration: 2.5 days). Each class will hold up to thirty (30) students. Therefore this module shall be offered approximately six times.
- **Administration Training Module** – This is implementation team training for the client's network or technical administrators. Training is conducted on the client's site using the actual hardware and software with hands-on learning and demonstrations. As an option, training is also offered through Web conferencing as a distance-learning tool. (Proposed duration: 1 day)
- **User Acceptance Testing (UAT) Training Module** – Geographic Solutions provides this training to those individuals who will take part in the User Acceptance Testing phase. The training is designed to provide them enough familiarity with the system to be able to conduct a thorough test of the system. The training also instructs pupils how to document issues encountered during testing, using the Geographic Solutions Online Project Communication (OPC) System. (Proposed duration: 1 day)

Geographic Solutions will work with NHES staff to develop a specific curriculum for the New Hampshire Job Match Labor Exchange System. Under the guidance of Geographic Solutions Project Manager, the Training department will coordinate all training efforts with NHES staff.

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TRAINING SERVICES

Throughout the Project Life Cycle Geographic Solutions will work with NHES to ensure knowledge transfer and effective transition. Transition activities will be planned to ensure that State employees are prepared for continuing their day-to-day operations utilizing the System after its Implementation.

**B. TRAINING DOCUMENTATION**

All Geographic Solutions training is supported by full documentation including staff, employer, individual, and administrative user guides, the Online Project Communication (OPC) system guide, installation guide, training course material and quick reference guide documents. Instructional materials are developed by training and technical writing staff, and distributed at the time of training. The full set of user documentation is also available at any time in PDF format from the client-accessible Extranet site. Quick reference documents for staff, individual job seekers and employers are available directly from the Virtual OneStop® system, based on user login.

**C. DEVELOP TRAINING PLAN**

The Geographic Solutions, Inc. Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the project lifecycle.

Geographic Solutions' lead trainer and or developer will communicate all training requirements, including procurement of necessary equipment, training rooms, documentation, participants, courseware, and expectations.

The Plan is intended to 1) reinforce knowledge comprehension across the State by employing a train-the-trainer approach, 2) train employees on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4) offer training solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and 5) implement a blended training delivery solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

The Training Plan shall address the specific curriculum for each user category and provide support for the design, development, and deployment of training for each user category. It shall also provide a blueprint for the State's Team to manage its resources, activities, and timeline throughout the course of the Project initiative.

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE EMPLOYMENT SECURITY  
JOB MATCH LABOR EXCHANGE SYSTEM  
CONTRACT 2009-013  
EXHIBIT M  
NH OIT RFP 2009-013 (WITH ADDENDUMS) INCORPORATED

NHES RFP 2009-013(with Addendums)

Incorporated is attached herewith.

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE EMPLOYMENT SECURITY  
JOB MATCH LABOR EXCHANGE SYSTEM  
CONTRACT 2009-013  
EXHIBIT N  
CONTRACTOR PROPOSAL BY REFERENCE.

Geographic Solutions, Inc. Proposal to the Department of Employment Security  
RFP 2009-013 is incorporated herein by reference.

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2009-013 Exhibit N-Contractor Proposal by Reference

Initial All Pages:

Geographic Solutions, Inc. Initials 

8/26/2008

Exhibit N

Consolidated Exhibits