

STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
OFFICE OF THE COMMISSIONER

172 Pembroke Road Concord, New Hampshire 03301-5791

May 8, 2015

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

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity (OWO) to **amend, retroactively a sole source** contract approved by Governor and Council on June 22, 2011 Item #73 with Hewlett-Packard State & Local enterprise Services, Inc., (HPSL) (VC#203590), Vancouver, WA, to accomplish modify Production Hosting requirements and related services by approving two separate actions; first by increasing the contract amount by \$23,288.00 from \$2,185,412.63 to \$2,208,700.63 to be effective March 1, 2015 through June 30, 2016. Secondly, further authorize increasing the contract amount by \$2,305,354.18 from \$2,208,700.63 to \$4,514,054.81, and by extending the end date from June 30, 2016 to June 30 2021, to be effective upon Governor and Council approval through June 30, 2021. All other terms and conditions remain unchanged.

Funding for FY 2015 is available and funding for FY 2016, FY 2017, FY 2018, FY 2019, FY 2020, and FY 2021 is contingent upon availability and continued appropriation of 100% federal funds as follows:

	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>
03-035-351010-53360000							
Office of Workforce Opportunity	Amended	Amended					
102-500731 Contracts for	\$454,837.34	\$458,350.14	\$453,207.78	\$449,690.89	\$458,470.38	\$467,425.47	\$476,559.66
Program Services							

**EXPLANATION**

This is an amendment to a **sole source** contract with HPSL based on the substantial investment of the State Workforce Investment Board (Board) in the development of a customized participant case management system specific to USDOL requirements for tracking and reporting on Workforce Innovation & Opportunity Act (WIOA) program and participant services. A retroactive amendment is needed to revise the contract deliverables and associated costs for the move from physical servers to a virtual (i.e., Cloud) environment. The original servers were purchased by OWO in 2007 and will no longer be viable, nor supported, past their end of life date of June 30, 2015. Additionally, these physical servers are running Windows Server 2003, which reaches end of life support as of July 14, 2015. This amendment needs to be retroactive because the process has taken longer than anticipated as OWO with DoIT posted an RFI for alternative solutions (further detailed below). HPSL will host the Electronic Tracking Eligibility Assessment Management Solution (ETEAMS) production site on HPSL's virtual machines in the HPSL

Data Center. In addition, the Board is requesting a five year contract extension to allow for the continuation of services without interruption, and without increased costs beyond the additional costs of the virtual servers through June 30, 2021. This is of most importance and benefit to the State as OWO/DRED implements new and expanded tracking and reporting requirements under WIOA. To this end the amended contract amount is increased from \$2,185,412.63 by 2,328,642.18 to a total award not to exceed \$4,514,054.18.

In executing its responsibilities as the Administrative Entity for WIOA funds the Board, through the Office of Workforce Opportunity, DRED contracted with Hewlett-Packard State & Local Enterprises, Inc. (HPSL) to develop, administer, maintain and support the WIOA customer case management system required under federal regulation. For major WIOA service contracts, cost efficiency, effective management and the flexibility to quickly adapt to change in response to federal and/or board needs is a paramount policy consideration for the Board. The HPSL contract currently meets these requirements. However to ensure service and costs are provided to the best advantage of the Board, the OWO issued a Request for Information (RFI) to obtain information on competitive capacity, capabilities and associated costs. The RFI was posted to the State Procurement, DRED and the NH Works websites. In addition, a copy of the RFI was sent via email to WIOA State contacts throughout New England, NH Works partner agency contacts and Region I Federal staff.

The OWO received responses from the following three vendors: Social Solutions, Geographic Solutions and Hewlett-Packard State & Local Enterprise Service. A copy of the RFI and each response are attached for reference. Two respondents, Social Solutions and Geographic Solutions proposed that the State adopt their system versus offering a solution for managing the current system, and did not offer information on estimated costs for providing the services requested, and/or the services they proposed. A proposed cost was specified under 2.1 Delivery of Required Services of the RFI (i.e., proposed cost for each component of service – must identify monthly and annual costs separately). HPSL reinforced their commitment to providing current services and stated costs.

The Attorney General's Office has approved this contract as to form, substance and execution.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jeffrey J. Rose".

Jeffrey J. Rose  
Commissioner



**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*

May 18, 2015

Jeffrey J. Rose  
Commissioner  
Department of Resources and Economic Development  
172 Pembroke Road  
Concord, NH 03302-1856

Dear Commissioner Rose:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a Contract Amendment with Hewlett-Packard State and Local Services, Inc. (VC #203590) of Vancouver, WA, described below and referenced as DoIT No. 2012-006.

To amend and extend the current NH Electronic Tracking Eligibility Assessment Management Solutions (ETEAMS) contract with Hewlett-Packard State and Local Services, Inc. for administration, maintenance, and support of the Workforce Innovation & Opportunity Act (WIOA) customer case management system. This amendment extends the current contract through June 30, 2021, and increases the current Contract amount by \$2,328,642.18 to bring the total contract price to \$4,514,055.00.

54.81

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

Sincerely,

A handwritten signature in black ink, appearing to be "DG" followed by a stylized flourish.

Denis Goulet

DG/mh  
DoIT 2012-006

cc: Leslie Mason, DoIT  
Jackie Heuser, DRED WOC

RECEIVED

MAY 22 2015

D.R.E.D.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2012-006 NH ELECTRONIC TRACKING ELIGIBILITY ASSESSMENT MANAGEMENT SOLUTION (ETEAMS)**  
**CONTRACT 2012—006**  
**CONTRACT AMENDMENT 001**

WHEREAS, pursuant to an Agreement approved by Governor and Council, on June 3<sup>rd</sup>, 2011, (herein after referred to as the “Agreement”), Hewlett-Packard State & Local Enterprise Services , 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 Resources and Economic Development (hereinafter referred to as the “Department”) acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: 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 Department and the Vendor have agreed to amend the Agreement to modify Production Hosting requirements and related services;

WHEREAS, the Department and the Vendor have agreed to amend the contract end date to extend the contract period through June 30, 2021;

WHEREAS, the Department and the Vendor have agreed to increase the contract amount by \$2,328,642.18 for a total contract award not to exceed \$4,514,054.81;

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 as described in Table 1:

**Table 1**

Contract # 2012-006  Contract Agreement, Part 2 Section Number	AMENDED TEXT
Terms and Definitions	<p><b>Add:</b></p> <p><b>Virtual Machine</b>      A virtual machine is a software computer that, like a physical computer, runs an operating system and applications. The virtual machine is comprised of a set of specification and configuration files and is backed by the physical resources of a host.</p>
Introduction Narrative Second paragraph	<p><b>Delete Original:</b>  This Contact cover the performance of Services staffed with HPSL’s professionals to be used primarily for Baseline Administration, Maintenance, Support, and Application Hosting of the State’s Workforce Investment Act Small State Reporting System (E-TEAMS) for the period commencing on July 1, 2011 and continuing through June 30, 2016.</p> <p><b>Replace with:</b>  This Contact covers the performance of Services staffed with HPSL’s professionals to be used primarily for Baseline Administration, Maintenance, Support, and Application Hosting of the State’s Workforce Investment Act Small State Reporting System (E-TEAMS) for the period commencing on July 1, 2011 and continuing through June 30, 2021.</p>



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2012-006 NH ELECTRONIC TRACKING ELIGIBILITY ASSESSMENT MANAGEMENT SOLUTION (ETEAMS)**  
**CONTRACT 2012—006**  
**CONTRACT AMENDMENT 001**

1.3	<p><b>Delete Original:</b>  <b>Contract Term</b> – The Contract shall begin on the Effective Date and extend through June 30, 2016.</p> <p><b>Replace with:</b>  <b>Contract Term</b> – The Contract shall begin on the Effective Date and extend through June 30, 2021.</p>
<b>Contract # 2012-006</b>  <b>Contract Agreement,</b> <b>Part 3 Exhibit A</b> <b>Contract Deliverables</b> <b>Section Number</b>	<b>AMENDED TEXT</b>
2.1 #21	<p><b>Delete Original:</b>  <b>Maintenance &amp; Support</b> - Maintain a development and test environment in the HPSL Dublin Ohio Hosting facility</p> <p><b>Replace with:</b>  <b>Maintenance &amp; Support</b> - Maintain a development and test environment in the HPSL Orlando Data Center.</p>
2.1 #53	<p><b>Delete Original:</b>  <b>Production Hosting</b> - HPSL will host the E-TEAMS production site on the State's servers in the HPSL Dublin OH Data Center. The State will receive comprehensive coverage for the entire infrastructure, including the Data centers, network, servers, equipment and operational processes.</p> <p><b>Replace with:</b>  <b>Production Hosting</b> - HPSL will host the E-TEAMS production site on HPSL's virtual machines in the HPSL Orlando Data Center. The State will receive comprehensive coverage for the entire infrastructure, including the Data centers, network, servers, equipment and operational processes.</p>
2.1 #54	<p><b>Delete Original:</b>  <b>Production Hosting - Uptime</b> - The target up-time for the hosting of the site is 98.5% of a 24-hour day, seven-days a week. The 1.5% maximum monthly downtime excludes all maintenance windows for hardware and Software, backup operations, and networking; as well as State/Federally declared disasters; city/statewide/nationwide natural disasters or any other causes outside the commercially reasonable control of HPSL. This assumes the customer has support for their hardware and Software located in the Dublin Facility.</p> <p><b>Replace with:</b>  <b>Production Hosting - Uptime</b> - The target up-time for the hosting of the site is 98.5% of a 24-hour day, seven-days a week. The 1.5% maximum monthly downtime excludes all maintenance windows for hardware and Software, backup operations, and networking; as well as State/Federally declared disasters; city/statewide/nationwide natural disasters or any other causes outside the commercially reasonable control of HPSL. This assumes the customer has support for their hardware and Software located in the HPSL Orlando Data Center.</p>
2.1	<p><b>Delete Original:</b>  <b>Production Hosting - Scheduled Outages</b> - From time to time upgrades to hardware and or Software may be required. Such upgrades</p>





**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2012-006 NH ELECTRONIC TRACKING ELIGIBILITY ASSESSMENT MANAGEMENT SOLUTION (ETEAMS)**  
**CONTRACT 2012—006**  
**CONTRACT AMENDMENT 001**

#56	<p>will be performed outside of normal business hours. Customer will be notified in advance of such upgrades. Under normal conditions the Customer's input will be sought to identify a suitable time for a scheduled outage to take place.</p> <p><b>Replace with:</b>  <b>Production Hosting - Scheduled Outages</b> - From time to time upgrades to hardware, virtual machines, and/or Software may be required. Such upgrades will be performed outside of normal business hours. Customer will be notified in advance of such upgrades. Under normal conditions the Customer's input will be sought to identify a suitable time for a scheduled outage to take place.</p>
2.1  #57	<p><b>Delete Original:</b>  <b>Production Hosting - Service Level Performance</b> - The Service Level performance will be measured by HPSL and is based on the total server up time per month. HPSL depends on telecommunication Vendors (AT&amp;T and Sprint) for its Data telecommunication needs. These Services are not under HPLS' direct control and any outages due to outside Vendors are not included in the measurement of performance under this SLA. In the event of a link outage HPSL will notify Customer promptly and will provide periodic updates regarding Vendor 'time to repair' status.</p> <p><b>Replace with:</b>  <b>Production Hosting - Service Level Performance</b> - The Service Level performance will be measured by HPSL and is based on the total virtual machine up time per month. HPSL depends on telecommunication Vendors (AT&amp;T and Verizon) for its Data telecommunication needs. These Services are not under HPLS' direct control and any outages due to outside Vendors are not included in the measurement of performance under this SLA. In the event of a link outage HPSL will notify Customer promptly and will provide periodic updates regarding Vendor 'time to repair' status.</p>
2.1  #58	<p><b>Delete Original:</b>  <b>Production Hosting - Backups</b> - HPSL, OH Data Center will use Symantec Backup Exec to perform full System file level back-ups on a weekly basis as well as daily incremental backups on all 3 servers. Weekly full System backups will take place on the weekend outside of normal Monday to Friday business hours (8AM to 5PM). Weekly full System backups will be stored off site for a period of 4 weeks. Daily incremental backups will be scheduled to run from Monday through Thursday and stored onsite and rotated on a weekly basis.</p> <p><b>Replace with:</b>  <b>Production Hosting - Backups</b> - HPSL Orlando Data Center will use Symantec Backup Exec to perform full System file level back-ups on a weekly basis as well as daily incremental backups on all three virtual machines. Weekly full System backups will take place on the weekend outside of normal Monday to Friday business hours (8AM to 5PM). Weekly full System backups will be stored off site for a period of 4 weeks. Daily incremental backups will be scheduled to run from Monday through Thursday and stored onsite and rotated on a weekly basis.</p>
2.1	<b>Add:</b>



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2012-006 NH ELECTRONIC TRACKING ELIGIBILITY ASSESSMENT MANAGEMENT SOLUTION (ETEAMS)**  
**CONTRACT 2012—006**  
**CONTRACT AMENDMENT 001**

#59	<b>Production Hosting – One Time Migration to Virtual Environment</b> – HPSL will setup and configure virtual machines on which the Software will be installed and configured. HPSL and the State will separately complete functional testing of the Software on the virtual machines within a mutually agreed timeframe. HPSL will convert the Production Software from the State’s servers to the virtual machines. The State’s servers will be decommissioned by HPSL.	Non-Software	03/31/2015
#60	<b>Maintenance &amp; Support</b> – Release 21 – Requirements/Development/System Test/UAT/Deployment	Software	10/30/2016
#61	<b>Maintenance &amp; Support</b> – Release 22 – Requirements/Development/System Test/UAT/Deployment	Software	01/30/2017
#62	<b>Maintenance &amp; Support</b> – Release 23 – Requirements/Development/System Test/UAT/Deployment	Software	04/30/2017
#63	<b>Maintenance &amp; Support</b> – Release 24 – Requirements/Development/System Test/UAT/Deployment	Software	07/31/2017
#64	<b>Maintenance &amp; Support</b> – Release 25 – Requirements/Development/System Test/UAT/Deployment	Software	10/30/2017
#65	<b>Maintenance &amp; Support</b> – Release 26 – Requirements/Development/System Test/UAT/Deployment	Software	01/30/2018
#66	<b>Maintenance &amp; Support</b> – Release 27 – Requirements/Development/System Test/UAT/Deployment	Software	04/30/2018
#67	<b>Maintenance &amp; Support</b> – Release 28 – Requirements/Development/System Test/UAT/Deployment	Software	07/31/2018
#68	<b>Maintenance &amp; Support</b> – Release 29 – Requirements/Development/System Test/UAT/Deployment	Software	10/30/2018
#69	<b>Maintenance &amp; Support</b> – Release 30 – Requirements/Development/System Test/UAT/Deployment	Software	01/30/2019
#70	<b>Maintenance &amp; Support</b> – Release 31 – Requirements/Development/System Test/UAT/Deployment	Software	04/30/2019
#71	<b>Maintenance &amp; Support</b> – Release 32 – Requirements/Development/System Test/UAT/Deployment	Software	07/31/2019
#72	<b>Maintenance &amp; Support</b> – Release 33 – Requirements/Development/System Test/UAT/Deployment	Software	10/30/2019
#73	<b>Maintenance &amp; Support</b> – Release 34 – Requirements/Development/System Test/UAT/Deployment	Software	01/30/2020
#74	<b>Maintenance &amp; Support</b> – Release 35 – Requirements/Development/System Test/UAT/Deployment	Software	04/30/2020
#75	<b>Maintenance &amp; Support</b> – Release 36 – Requirements/Development/System Test/UAT/Deployment	Software	07/31/2020
#76	<b>Maintenance &amp; Support</b> – Release 37 – Requirements/Development/System Test/UAT/Deployment	Software	10/30/2020
#77	<b>Maintenance &amp; Support</b> – Release 38 – Requirements/Development/System Test/UAT/Deployment	Software	01/30/2021
#78	<b>Maintenance &amp; Support</b> – Release 39 – Requirements/Development/System Test/UAT/Deployment	Software	04/30/2021
#79	<b>Maintenance &amp; Support</b> – Release 40 – Requirements/Development/System Test/UAT/Deployment	Software	06/30/2021
<b>Contract # 2012-006 Part 3 Exhibit B – Price &amp; Payment Schedule</b>		<b>AMENDED TEXT</b>	



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2012-006 NH ELECTRONIC TRACKING ELIGIBILITY ASSESSMENT MANAGEMENT SOLUTION (ETEAMS)**  
**CONTRACT 2012—006**  
**CONTRACT AMENDMENT 001**

Section Number	
1.2	<p><b>Delete Original:</b>  <b>Firm Fixed Price</b> – This is a Firm Fixed Price (FFP) Contract totaling \$2,185,412.62 for the period between the Effective Date through June 30, 2016.</p> <p><b>Replace with:</b>  <b>Firm Fixed Price</b> – This is a Firm Fixed Price (FFP) Contract totaling \$4,514,054.81 for the period between the Effective Date through June 30, 2021.</p>
1.2 Table 1, #21	<p><b>Delete Original:</b>  <b>Maintenance &amp; Support</b> - Maintain a development and test environment in the HPSL Dublin Ohio Hosting facility</p> <p><b>Replace with:</b>  <b>Maintenance &amp; Support</b> - Maintain a development and test environment in the HPSL Orlando Data Center.</p>
1.2 Table 1, #53	<p><b>Delete Original:</b>  <b>Production Hosting</b> - HPSL will host the E-TEAMS production site on the State's servers in the HPSL Dublin OH Data Center. The State will receive comprehensive coverage for the entire infrastructure, including the Data centers, network, servers, equipment and operational processes.</p> <p><b>Replace with:</b>  <b>Production Hosting</b> - HPSL will host the E-TEAMS production site on HPSL's virtual machines in the HPSL Orlando Data Center. The State will receive comprehensive coverage for the entire infrastructure, including the Data centers, network, servers, equipment and operational processes.</p>
1.2 Table 1, #54	<p><b>Delete Original:</b>  <b>Production Hosting - Uptime</b> - The target up-time for the hosting of the site is 98.5% of a 24-hour day, seven-days a week. The 1.5% maximum monthly downtime excludes all maintenance windows for hardware and Software, backup operations, and networking; as well as State/Federally declared disasters; city/statewide/nationwide natural disasters or any other causes outside the commercially reasonable control of HPSL. This assumes the customer has support for their hardware and Software located in the Dublin Facility.</p> <p><b>Replace with:</b>  <b>Production Hosting - Uptime</b> - The target up-time for the hosting of the site is 98.5% of a 24-hour day, seven-days a week. The 1.5% maximum monthly downtime excludes all maintenance windows for hardware and Software, backup operations, and networking; as well as State/Federally declared disasters; city/statewide/nationwide natural disasters or any other causes outside the commercially reasonable control of HPSL. This assumes the customer has support for their hardware and Software located in the HPSL Orlando Data Center.</p>
1.2 Table 1, #56	<p><b>Delete Original:</b>  <b>Production Hosting - Scheduled Outages</b> - From time to time upgrades to hardware and or Software may be required. Such upgrades will be performed outside of normal business hours. Customer will be notified in advance of such upgrades. Under normal conditions the Customer's input will be sought to identify a suitable time for a</p>



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2012-006 NH ELECTRONIC TRACKING ELIGIBILITY ASSESSMENT MANAGEMENT SOLUTION (ETEAMS)**  
**CONTRACT 2012—006**  
**CONTRACT AMENDMENT 001**

	scheduled outage to take place.							
	<b>Replace with:</b> <b>Production Hosting - Scheduled Outages</b> - From time to time upgrades to hardware, virtual machines and or Software may be required. Such upgrades will be performed outside of normal business hours. Customer will be notified in advance of such upgrades. Under normal conditions the Customer's input will be sought to identify a suitable time for a scheduled outage to take place.							
1.2  Table 1, #57	<b>Delete Original:</b> <b>Production Hosting - Service Level Performance</b> - The Service Level performance will be measured by HPSL and is based on the total server up time per month. HPSL depends on telecommunication Vendors (AT&T and Sprint) for its Data telecommunication needs. These Services are not under HPLS' direct control and any outages due to outside Vendors are not included in the measurement of performance under this SLA. In the event of a link outage HPSL will notify Customer promptly and will provide periodic updates regarding Vendor 'time to repair' status.  <b>Replace with:</b> <b>Production Hosting - Service Level Performance</b> - The Service Level performance will be measured by HPSL and is based on the total virtual machine up time per month. HPSL depends on telecommunication Vendors (AT&T and Verizon) for its Data telecommunication needs. These Services are not under HPLS' direct control and any outages due to outside Vendors are not included in the measurement of performance under this SLA. In the event of a link outage HPSL will notify Customer promptly and will provide periodic updates regarding Vendor 'time to repair' status.							
1.2  Table 1, #58	<b>Delete Original:</b> <b>Production Hosting - Backups</b> - HPSL, OH Data Center will use Symantec Backup Exec to perform full System file level back-ups on a weekly basis as well as daily incremental backups on all 3 servers. Weekly full System backups will take place on the weekend outside of normal Monday to Friday business hours (8AM to 5PM). Weekly full System backups will be stored off site for a period of 4 weeks. Daily incremental backups will be scheduled to run from Monday through Thursday and stored onsite and rotated on a weekly basis.  <b>Replace with:</b> <b>Production Hosting - Backups</b> - HPSL Orlando Data Center will use Symantec Backup Exec to perform full System file level back-ups on a weekly basis as well as daily incremental backups on all three virtual machines. Weekly full System backups will take place on the weekend outside of normal Monday to Friday business hours (8AM to 5PM). Weekly full System backups will be stored off site for a period of 4 weeks. Daily incremental backups will be scheduled to run from Monday through Thursday and stored onsite and rotated on a weekly basis.							
1.2  Table 1 #59	<b>Add:</b> <table><tr><td><b>Production Hosting – One Time Migration to Virtual Machines – HPSL</b></td><td>Non-Software</td><td>03/31/2015</td><td>One Time Fee:</td></tr></table>				<b>Production Hosting – One Time Migration to Virtual Machines – HPSL</b>	Non-Software	03/31/2015	One Time Fee:
<b>Production Hosting – One Time Migration to Virtual Machines – HPSL</b>	Non-Software	03/31/2015	One Time Fee:					





**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2012-006 NH ELECTRONIC TRACKING ELIGIBILITY ASSESSMENT MANAGEMENT SOLUTION (ETEAMS)**  
**CONTRACT 2012—006**  
**CONTRACT AMENDMENT 001**

	will setup and configure virtual machines on which the Software will be installed and configured. HPSL and the State will separately complete functional testing of the Software on the virtual machines within a mutually agreed timeframe. HPSL will convert the Production Software from the State's servers to the virtual machines. The State's servers will be decommissioned by HPSL.			\$9,000.00
#60	<b>Maintenance &amp; Support</b> – Release 21 – Requirements/Development/System Test/UAT/Deployment	Software	10/30/2016	Included Monthly Fee
#61	<b>Maintenance &amp; Support</b> – Release 22 – Requirements/Development/System Test/UAT/Deployment	Software	01/30/2017	Included Monthly Fee
#62	<b>Maintenance &amp; Support</b> – Release 23 – Requirements/Development/System Test/UAT/Deployment	Software	04/30/2017	Included Monthly Fee
#63	<b>Maintenance &amp; Support</b> – Release 24 – Requirements/Development/System Test/UAT/Deployment	Software	07/31/2017	Included Monthly Fee
#64	<b>Maintenance &amp; Support</b> – Release 25 – Requirements/Development/System Test/UAT/Deployment	Software	10/30/2017	Included Monthly Fee
#65	<b>Maintenance &amp; Support</b> – Release 26 – Requirements/Development/System Test/UAT/Deployment	Software	01/30/2018	Included Monthly Fee
#66	<b>Maintenance &amp; Support</b> – Release 27 – Requirements/Development/System Test/UAT/Deployment	Software	04/30/2018	Included Monthly Fee
#67	<b>Maintenance &amp; Support</b> – Release 28 – Requirements/Development/System Test/UAT/Deployment	Software	07/31/2018	Included Monthly Fee
#68	<b>Maintenance &amp; Support</b> – Release 29 – Requirements/Development/System Test/UAT/Deployment	Software	10/30/2018	Included Monthly Fee
#69	<b>Maintenance &amp; Support</b> – Release 30 – Requirements/Development/System Test/UAT/Deployment	Software	01/30/2019	Included Monthly Fee
#70	<b>Maintenance &amp; Support</b> – Release 31 – Requirements/Development/System Test/UAT/Deployment	Software	04/30/2019	Included Monthly Fee
#71	<b>Maintenance &amp; Support</b> – Release 32 – Requirements/Development/System Test/UAT/Deployment	Software	07/31/2019	Included Monthly Fee
#72	<b>Maintenance &amp; Support</b> – Release 33 – Requirements/Development/System Test/UAT/Deployment	Software	10/30/2019	Included Monthly Fee
#73	<b>Maintenance &amp; Support</b> – Release 34 – Requirements/Development/System Test/UAT/Deployment	Software	01/30/2020	Included Monthly Fee
#74	<b>Maintenance &amp; Support</b> – Release 35 – Requirements/Development/System	Software	04/30/2020	Included Monthly



**CONTRACT AMENDMENT 001**

#75	Test/UAT/Deployment			Fee
	Maintenance & Support – Release 36 – Requirements/Development/System Test/UAT/Deployment	Software	07/31/2020	Included Monthly Fee
	Maintenance & Support – Release 37 – Requirements/Development/System Test/UAT/Deployment	Software	10/30/2020	Included Monthly Fee
	Maintenance & Support – Release 38 – Requirements/Development/System Test/UAT/Deployment	Software	01/30/2021	Included Monthly Fee
	Maintenance & Support – Release 39 – Requirements/Development/System Test/UAT/Deployment	Software	04/30/2021	Included Monthly Fee
#78	Maintenance & Support – Release 40 – Requirements/Development/System Test/UAT/Deployment	Software	06/30/2021	Included Monthly Fee
1.2	Delete Original:			
Monthly Pricing	Monthly Pricing			
	2011	\$35,347.43 / Month		
	2012	\$35,770.68 / Month		
	2013	\$36,197.64 / Month		
	2014	\$36,634.78 / Month		
	2015	\$37,076.11 / Month		
	2016	\$37,529.58 / Month		
	Replace with:			
	Monthly Pricing			
	01/01/2011 to 12/31/2011	\$35,347.43 / Month		
	01/01/2012 to 12/31/2012	\$35,770.68 / Month		
	01/01/2013 to 12/31/2013	\$36,197.64 / Month		
01/01/2014 to 12/31/2014	\$36,634.78 / Month			
01/01/2015 to 02/28/2015	\$37,076.11 / Month			
03/01/2015 to 03/31/2015	\$46,969.11 / Month			
04/01/2015 to 12/31/2015	\$37,969.11 / Month			
01/01/2016 to 12/31/2016	\$38,422.58 / Month			
01/01/2017 to 12/31/2017	\$37,112.05 / Month			
01/01/2018 to 12/31/2018	\$37,836.43 / Month			
01/01/2019 to 12/31/2019	\$38,575.30 / Month			
01/01/2020 to 12/31/2020	\$39,328.95 / Month			
01/01/2021 to 06/30/2021	\$40,097.66 / Month			
1.2	Delete Original:			
	Total Cost Per Year based on State's Fiscal Year			
	SFY 12 – 07/01/2011- 06/30/2012	\$426,708.67		
	SFY 13 – 07/01/2012- 06/30/2013	\$431,809.95		
	SFY 14 – 07/01/2013- 06/30/2014	\$436,994.95		
	SFY 15 – 07/01/2014- 06/30/2015	\$442,265.34		
	SFY 16 – 07/01/2015- 06/30/2016	\$447,634.14		
	Grand Sub Total	\$2,185,412.63		
	Replace with:			



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2012-006 NH ELECTRONIC TRACKING ELIGIBILITY ASSESSMENT MANAGEMENT SOLUTION (ETEAMS)**  
**CONTRACT 2012—006**  
**CONTRACT AMENDMENT 001**

	<b>Total Cost Per Year based on State's Fiscal Year</b>	
	SFY 12 – 07/01/2011- 06/30/2012	\$426,708.67
	SFY 13 – 07/01/2012- 06/30/2013	\$431,809.95
	SFY 14 – 07/01/2013- 06/30/2014	\$436,994.95
	SFY 15 – 07/01/2014- 06/30/2015	\$454,837.34
	SFY 16 – 07/01/2015- 06/30/2016	\$458,350.14
	SFY 17 – 07/01/2016- 06/30/2017	\$453,207.78
	SFY 18 – 07/01/2017- 06/30/2018	\$449,690.89
	SFY 19 – 07/01/2018- 06/30/2019	\$458,470.38
	SFY 20 – 07/01/2019- 06/30/2020	\$467,425.47
	SFY 21 – 07/01/2020- 06/30/2021	\$476,559.66
	Grand Sub Total	\$4,514,054.81
1.2 Change Hourly Rates	<b>Delete Original:</b> All 2011 out of scope work will be billed at the following rates. Rates are subject to change in between 2012 and 2016. <b>Replace with:</b> All out of scope work will be billed at the following rates. Rates are subject to change in between 2012 and 2021.	
2. Total Contract Price	<b>Delete Original:</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 \$2,185,412.36 ("Total Contract Price") <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 \$4,514.054.81 ("Total Contract Price")	
Contract # 2012-006 Exhibit E-1 Section Number	<b>AMENDED TEXT</b>	
1 H-3	<b>Delete Original:</b> HPSL shall provide a secure Class B Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services. <b>Replace with:</b> HPSL shall provide a secure Class A Data Center providing equipment, an on-site 24/7 system operator, managed firewall services, and managed backup Services.	
1 H-11	<b>Delete Original:</b> HPSL must monitor the application and all servers. <b>Replace with:</b> HPSL must monitor the application and all virtual machines.	
1 H-12	<b>Delete Original:</b> HPSL shall manage the databases and services on all servers located at HPSL's facility. <b>Replace with:</b> HPSL shall manage the databases and services on all virtual machines located at HPSL's facility.	
1	<b>Delete Original:</b> HPSL shall install and update all server patches, updates, and other utilities	



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2012-006 NH ELECTRONIC TRACKING ELIGIBILITY ASSESSMENT MANAGEMENT SOLUTION (ETEAMS)**  
**CONTRACT 2012—006**  
**CONTRACT AMENDMENT 001**

H-13	<p>within 60 days of release from the manufacturer.</p> <p><b>Replace with:</b>  HPSL shall install and update all patches, updates, and other utilities within 60 days of release from the manufacturer.</p>
1 H-17	<p><b>Delete Original:</b>  HPSL shall monitor physical hardware.</p> <p><b>Replace with:</b>  HPSL shall monitor the virtual machines.</p>
1 H-19	<p><b>Delete Original:</b>  HPSL shall conform to adequate disaster recovery procedures for the Dublin Ohio Data center</p> <p><b>Replace with:</b>  HPSL shall conform to adequate disaster recovery procedures for the HPSL Orlando Data Center.</p>
1 H-21	<p><b>Delete Original:</b>  The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.</p> <p><b>Replace with:</b>  The disaster recovery plan shall identify appropriate methods for procuring additional virtual machines in the event of a failure.</p>
1 H-24	<p><b>Delete Original:</b>  Scheduled backups of all servers must be completed regularly. Weekly full System backups will take place on the weekend outside of normal Monday to Friday business hours (8AM to 5PM). Weekly full System backups will be stored offsite for a period of 4 weeks. Daily incremental backups will be scheduled to run from Monday through Thursday and stored onsite and rotated on a weekly basis.</p> <p><b>Replace with:</b>  Scheduled backups of all virtual machines must be completed regularly. Weekly full System backups will take place on the weekend outside of normal Monday to Friday business hours (8AM to 5PM). Weekly full System backups will be stored offsite for a period of 4 weeks. Daily incremental backups will be scheduled to run from Monday through Thursday and stored onsite and rotated on a weekly basis.</p>
1 H-35	<p><b>Delete Original:</b>  If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.</p> <p><b>Replace with:</b>  If State data is hosted on multiple virtual machines, data exchanges between and among virtual machines must be encrypted.</p>
1 H-36	<p><b>Delete Original:</b>  All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.</p> <p><b>Replace with:</b></p>





**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2012-006 NH ELECTRONIC TRACKING ELIGIBILITY ASSESSMENT MANAGEMENT SOLUTION (ETEAMS)**  
**CONTRACT 2012—006**  
**CONTRACT AMENDMENT 001**

	All virtual machines and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.
1 H-37	<p><b>Delete Original:</b> All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.</p> <p><b>Replace with:</b> All components of the infrastructure shall be reviewed and tested to ensure they protect the State's software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.</p>
1 H-45	<p><b>Delete Original:</b> Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.</p> <p><b>Replace with:</b> Maintain the Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.</p>
1 H-46	<p><b>Delete Original:</b> Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications terms, and requirements of the Contract.</p> <p><b>Replace with:</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.</p>
1 H-49	<p><b>Delete Original:</b> The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.</p> <p><b>Replace with:</b> The virtual machine for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.</p>
1 H-51	<p><b>Delete Original:</b> A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.</p> <p><b>Replace with:</b> A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant patches and application upgrades shall be applied.</p>
1	<p><b>Delete Original:</b> All hardware and software components of the State located at the HPSL</p>



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2012-006 NH ELECTRONIC TRACKING ELIGIBILITY ASSESSMENT MANAGEMENT SOLUTION (ETEAMS)**  
**CONTRACT 2012—006**  
**CONTRACT AMENDMENT 001**

H-57	<p>hosting infrastructure shall be fully supported by their respective manufacturers at all times by the State. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.</p> <p><b>Replace with:</b>  All software components of the State located at the HPSL Orlando Data Center shall be fully supported by their respective manufacturers at all times by the State. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers</p>
<p>1</p> <p>H-58</p>	<p><b>Delete Original:</b>  HPSL shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following:</p> <ul style="list-style-type: none"> <li>• Server up-time</li> <li>• All change requests implemented, including operating system patches</li> <li>• All critical outages reported including actual issue and resolution</li> <li>• Number of deficiencies reported by class with initial response time as well as time to close.</li> </ul> <p><b>Replace with:</b>  HPSL shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following:</p> <ul style="list-style-type: none"> <li>• Virtual machine up-time</li> <li>• All change requests implemented, including operating system patches</li> <li>• All critical outages reported including actual issue and resolution</li> <li>• Number of deficiencies reported by class with initial response time as well as time to close.</li> </ul>
<p><b>Contract # 2012-006</b></p> <p><b>Exhibit F</b></p> <p><b>Section Number</b></p>	<p><b>AMENDED TEXT</b></p>
<p>1.7</p>	<p><b>Delete Original:</b>  All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.</p> <p><b>Replace with:</b>  All components of the Software shall be reviewed and tested to ensure they protect the State's software and its related Data assets.</p>
<p><b>Contract # 2012-006</b></p> <p><b>Exhibit I</b></p> <p><b>Section Number</b></p>	<p><b>AMENDED TEXT</b></p>
<p>1.D.</p>	<p><b>Delete Original:</b>  D. Technical Environment and Management</p> <ul style="list-style-type: none"> <li>• The State is responsible for providing the hardware and Software Licenses for the production environment.</li> <li>• The State will have hardware maintenance service agreements for the servers it owns at the HPSL hosting facility.</li> <li>• The State is responsible for maintaining licensing support on the Oracle Database and Web Logic Software used on the State's production servers located at the HPSL Hosting facility.</li> </ul>



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2012-006 NH ELECTRONIC TRACKING ELIGIBILITY ASSESSMENT MANAGEMENT SOLUTION (ETEAMS)**  
**CONTRACT 2012—006**  
**CONTRACT AMENDMENT 001**

	<ul style="list-style-type: none"> <li>• HPSL is responsible for providing and maintaining the hardware and Software in the Test/development environment.</li> <li>• HPSL is responsible for hosting the Customer's New Hampshire Workforce Investment Act Small State Reporting System (ETEAMS) on the State's hardware at the HPSL Data Center in Dublin, OH</li> <li>• HPSL is responsible for server backups, outlined in more detail in the hosting section.</li> <li>• HPSL is not responsible for the client/user machines that access the ETEAMS application.</li> <li>• The State's hardware operating environment and supporting Software shall meet HPSL certification requirements for the applications.</li> <li>• HPSL will lead the effort to identify the need for upgraded hardware and Software over time for the production environments.</li> </ul> <p><b>Replace with:</b></p> <p>D. Technical Environment and Management</p> <ul style="list-style-type: none"> <li>• The State is responsible for providing the Software Licenses for the production environment.</li> <li>• The State is responsible for maintaining licensing support on the Oracle Database and Web Logic Software used on the virtual machines located at the HPSL Orlando Data Center.</li> <li>• HPSL is responsible for providing and maintaining the virtual machines and Software in the Test/Development environment.</li> <li>• HPSL is responsible for hosting the Customer's New Hampshire Workforce Investment Act Small State Reporting System (ETEAMS) on virtual machines at the HPSL Orlando Data Center.</li> <li>• HPSL is responsible for virtual machine backups, outlined in more detail in the hosting section.</li> <li>• HPSL is not responsible for the client/user machines that access the ETEAMS application.</li> <li>• The State's supporting Software shall meet HPSL certification requirements for the applications.</li> <li>• HPSL will lead the effort to identify the need for upgraded hardware and Software over time for the production environments.</li> </ul>									
<b>2.A.3.</b>	<p><b>Delete Original:</b> Maintain a development and test environment in the HPSL Dublin Ohio Hosting facility.</p> <p><b>Replace with:</b> Maintain a development and test environment in the HPSL Orlando Data Center.</p>									
<b>3.</b>	<p><b>Delete Original:</b> Maintain a development and test environment in the HPSL Dublin Ohio Hosting facility.</p> <p><b>Replace with:</b> Maintain a development and test environment in the HPSL Orlando Data Center.</p>									
<b>4.</b>	<p><b>Add:</b></p> <table border="1"> <thead> <tr> <th>Release</th><th>Phase</th><th>Planned End Date</th></tr> </thead> <tbody> <tr> <td>21</td><td>Requirements</td><td>08/20/2016</td></tr> <tr> <td>21</td><td>Deployment/System Test</td><td>10/10/2016</td></tr> </tbody> </table>	Release	Phase	Planned End Date	21	Requirements	08/20/2016	21	Deployment/System Test	10/10/2016
Release	Phase	Planned End Date								
21	Requirements	08/20/2016								
21	Deployment/System Test	10/10/2016								

**Table 4.1: Release Schedule**



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2012-006 NH ELECTRONIC TRACKING ELIGIBILITY ASSESSMENT MANAGEMENT SOLUTION (ETEAMS)**  
**CONTRACT 2012—006**  
**CONTRACT AMENDMENT 001**

21	UAT/Deployment	10/30/2016
22	Requirements	11/20/2016
22	Deployment/System Test	01/10/2017
22	UAT/Deployment	01/30/2017
23	Requirements	02/20/2017
23	Deployment/System Test	04/10/2017
23	UAT/Deployment	04/30/2017
24	Requirements	05/20/2017
24	Deployment/System Test	07/10/2017
24	UAT/Deployment	07/31/2017
25	Requirements	08/20/2017
25	Deployment/System Test	10/10/2017
25	UAT/Deployment	10/30/2017
26	Requirements	11/20/2017
26	Deployment/System Test	01/10/2018
26	UAT/Deployment	01/30/2018
27	Requirements	02/20/2018
27	Deployment/System Test	04/10/2018
27	UAT/Deployment	04/30/2018
28	Requirements	05/20/2018
28	Deployment/System Test	07/10/2018
28	UAT/Deployment	07/31/2018
29	Requirements	08/20/2018
29	Deployment/System Test	10/10/2018
29	UAT/Deployment	10/30/2018
30	Requirements	11/20/2018
30	Deployment/System Test	01/10/2019
30	UAT/Deployment	01/30/2019
31	Requirements	02/20/2019
31	Deployment/System Test	04/10/2019
31	UAT/Deployment	04/30/2019
32	Requirements	05/20/2019
32	Deployment/System Test	07/10/2019
32	UAT/Deployment	07/31/2019
33	Requirements	08/20/2019
33	Deployment/System Test	10/10/2019
33	UAT/Deployment	10/31/2019
34	Requirements	11/20/2019
34	Deployment/System Test	01/10/2020
34	UAT/Deployment	01/30/2020
35	Requirements	02/20/2020
35	Deployment/System Test	04/10/2020
35	UAT/Deployment	04/30/2020
36	Requirements	05/20/2020
36	Deployment/System Test	07/10/2020
36	UAT/Deployment	07/31/2020
37	Requirements	08/20/2020
37	Deployment/System Test	10/10/2020
37	UAT/Deployment	10/30/2020
38	Requirements	11/20/2020
38	Deployment/System Test	01/10/2021
38	UAT/Deployment	01/30/2021





**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2012-006 NH ELECTRONIC TRACKING ELIGIBILITY ASSESSMENT MANAGEMENT SOLUTION (ETEAMS)**  
**CONTRACT 2012—006**  
**CONTRACT AMENDMENT 001**

		39	Requirements	02/20/2021	
		39	Deployment/System Test	04/10/2021	
		39	UAT/Deployment	04/30/2021	
		40	Requirements	05/20/2021	
		40	Deployment/System Test	06/05/2021	
		40	UAT/Deployment	06/20/2021	
7.  Table 6.1, #1.20	<b>Delete Original:</b> <b>Maintenance &amp; Support</b> - Maintain a development and test environment in the HPSL Dublin Ohio Hosting facility  <b>Replace with:</b> <b>Maintenance &amp; Support</b> - Maintain a development and test environment in the HPSL Orlando Data Center.				
7.  Table 6.1, #2.1	<b>Delete Original:</b> <b>Production Hosting</b> - HPSL will host the ETEAMS production site on the State's servers in the HPSL Dublin OH Data Center. The State will receive comprehensive coverage for the entire infrastructure, including the Data centers, network, servers, equipment and operational processes.  <b>Replace with:</b> <b>Production Hosting</b> - HPSL will host the ETEAMS production site on the virtual machines in the HPSL Orlando Data Center. The State will receive comprehensive coverage for the entire infrastructure, including the Data centers, network, servers, equipment and operational processes.				
7.  Table 6.1, #2.2	<b>Delete Original:</b> <b>Production Hosting - Backups</b> - HPSL, OH Data Center will use Symantec Backup Exec to perform full System file level back-ups on a weekly basis as well as daily incremental backups on all 3 servers. Weekly full System backups will take place on the weekend outside of normal Monday to Friday business hours (8AM to 5PM). Weekly full System backups will be stored offsite for a period of 4 weeks. Daily incremental backups will be scheduled to run from Monday through Thursday and stored onsite and rotated on a weekly basis.  <b>Replace with:</b> <b>Production Hosting - Backups</b> - HPSL, OH Data Center will use Symantec Backup Exec to perform full System file level back-ups on a weekly basis as well as daily incremental backups on all 3 virtual machines. Weekly full System backups will take place on the weekend outside of normal Monday to Friday business hours (8AM to 5PM). Weekly full System backups will be stored offsite for a period of 4 weeks. Daily incremental backups will be scheduled to run from Monday through Thursday and stored onsite and rotated on a weekly basis.				
7.  Table 6.1, Every ID #1.1 through #2.2	<b>Delete Original:</b> <div style="border: 1px solid black; padding: 2px; text-align: center;"> <b>Finish</b>  <b>06/30/2016</b> </div>  <b>Replace with:</b> <div style="border: 1px solid black; padding: 2px; text-align: center;"> <b>Finish</b>  <b>06/30/2021</b> </div>				

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**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2012-006 NH ELECTRONIC TRACKING ELIGIBILITY ASSESSMENT MANAGEMENT SOLUTION (ETEAMS)**  
**CONTRACT 2012-006**  
**CONTRACT AMENDMENT 001**

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

*Steve Tolbert*  
Steve Tolbert, Vice President  
Hewlett-Packard State & Local Enterprise Services, Inc.

Date: 2-5-15

Corporate Signature Notarized:

STATE OF Virginia

COUNTY OF Fairfax

On this the 5<sup>th</sup> day of February, 2015, before me, Deena Harris, the undersigned Officer Steve Tolbert, personally appeared and acknowledged her/himself to be the Vice President, of HP State and Local ES, Inc., a corporation, and that she/he, as such Vice President 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 Vice President.

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

*Deena Harris*  
Notary Public/Justice of the Peace

My Commission Expires: 12/31/18

(SEAL)



*cm*

State of New Hampshire

*Jeffrey J. Rose*  
Jeffrey J. Rose, Commissioner  
State of New Hampshire  
Department of Resources and Economic Development

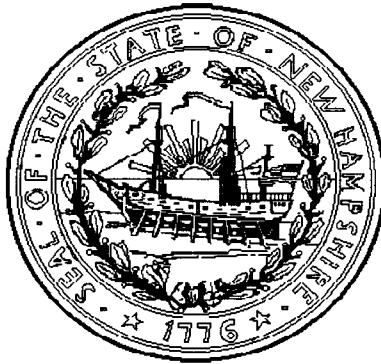
Date: 5/21/15

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

*Jeffrey J. Rose*  
State of New Hampshire, Department of Justice

Date: 5/22/15





# **State of New Hampshire**

**Department of Resources & Economic Development**

**Office of Workforce Opportunity**

---

REQUEST FOR INFORMATION (RFI) 2015-160

FOR

Baseline Administration, Maintenance, Support and Application Hosting

New Hampshire Workforce Innovation and Opportunity Act (WIOA)

Small State Reporting System

Issued: April 18, 2015

## 1. GENERAL INFORMATION

### 1.1. PURPOSE

This Request for Information (RFI) is issued by the New Hampshire Department of Resources and Economic Development (DRED), Office of Workforce Opportunity to gather information on the capacity, capabilities and cost of assuming operational responsibility for a proprietary Workforce Innovation Opportunity Act (WIOA) case management system.

New Hampshire currently operates a WIOA case management system known as Eteams. Eteams is an automated system designed by the State Workforce Investment Board staff in 2002 to meet the program reporting requirements of Title I of WIA for Adults, Dislocated Workers and Youth, and provide case management capabilities for administering the Adult/Dislocated Worker Program. A summary of current features and functions of the Eteams system is outlined below.

DRED/OWO is seeking information on the availability and associated costs for delivery of the following required services:

#### A **Help Desk Support**

- Vendor currently provides. Help Desk support to the end user community from 8:00am to 5:00pm local time (GMT -5), Monday through Friday. User can contact the help desk via phone or email.
- Vendor provides and manages a web based ticket tracking system for entering and tracking help desk request created via phone call, email, or direct input. The help desk tool can track suggested change request and create status reports.

#### B **Application Maintenance and Support**

- Setup and maintain System administrator tables, user logins, and passwords for the ETEAMS Application and the FTP site.
- Perform Extracts of Production Database and Restore to Development and Test environments as needed.
- Act as a liaison with application users
- Participate in federal conference call and training sessions as needed.
- Conduct monthly status meetings with State Project Manager
- Attend agency user group meetings as needed
- Provide technical support to the application users for the FTP site and the ETEAMS application.
- Perform System level training of new users. Provide training to coordinators on new modules and enhancements that have been added as part of a quarterly release.

- Perform Data fixes as needed and following the State's protocol for Data fixes.
- Develop, test, and deploy critical quick fixes as needed
- Perform weekly Data interface imports of eligible training providers and programs.
- Perform monthly updates to the performance reports module
- Work with DRED in Annual Federal Data Validation process
- Quarterly Release - Analysis, Design, Development, Testing, UAT
  - Work with DRED to prioritize changes and fixes to be included in quarterly releases
  - Provide a work plan to delivery quarterly releases to the system
  - Complete Analysis, Design, Development, and Testing of Quarterly releases
  - Deploy and coordinate User Acceptance Testing of quarterly release with DRED
  - Deploy quarterly releases to Production Environment.
- Configuration Management
  - Provide software and manage all configuration management aspects of the system code in a secure Vendor environment.
  - Deliver quarterly coded escrow extracts to DRED

#### **C    Reporting**

- Create, Test, and deliver federal WIA YOUTH, ADULT, DISLOCATED WORKER, and NEG quarterly and annual WIASRD files.
- Work with DRED partners to address any issues reported in quarterly and annual WIASRD files.
- Create Monthly WIASRD Excel files for the user agencies and post to the FTP site.
- Update Federal WIASRD extract scripts as needed
- Create ADHOC reports as requested by DRED

#### **D    Environments / Production Hosting**

- Test / Development Environment
  - Vendor is responsible for hosting and maintaining a secure and current development and test environment
  - Vendor is responsible for all licensing (weblogic, oracle, ssl, OS, etc.) associated to test and development environment
  - Test and Development environments are accessible by user communities through the Web for test, user acceptance, and training.
- Production Environment
  - Vendor is responsible for hosting and maintaining a secure production environment.

- DRED is responsible for Oracle 10g and Oracle Weblogic 10.3 Software licensing in production environment. VENDOR is responsible for all other licensing in the production environment.
- Vendor provides comprehensive coverage for the entire infrastructure, including the Data centers, network, servers, equipment and operational processes.
- Vendor has exceeded the target up-time for the hosting of the site is 98.5% of a 24-hour day, seven-days a week.
- Vendor is responsible for receiving and responding to requests for Service on a 24-hours-per-day, seven-days-per-week basis.
- Vendor is responsible for full System file level back-ups on a weekly basis as well as daily incremental backups on all 3 servers. Weekly full System backups will take place on the weekend outside of normal Monday to Friday business hours (8AM to 5PM). Weekly full System backups will be stored offsite for a period of 4 weeks. Daily incremental backups will be scheduled to run from Monday through Thursday and stored onsite and rotated on a weekly basis.
- Vendor conforms to Hosting and Security requirement of the State.

#### E Technical System Information

- The Case Management system is a web based 3 TIER application with IIS as the webserver, Weblogic 10.3 as the application server, and Oracle 10G as the database.
- Technical Languages / Tasks – JSP, Java, EJB, SQL, PL/SQL, ISS Administration, Oracle Administration, and Weblogic Administration.
- System Scope / Inventory:
  - Approximately 850 JSP pages
  - Approximately 1753 Java Classes
  - Approximately 155 Database Tables

#### Development & Test Environment Specs

Server	OS	# Cores	RAM	HD Size	Software
Web Server	Windows Server 2012	2	4 GB	160GB	IIS / HTTPS / SSL
App Server	Windows Server 2012	2	4 GB	160GB	Weblogic V10.3
DB Server	Windows Server 2012	2	4 GB	160GB	Oracle 10g

#### Production Environment Specs

Server	OS	# Cores	RAM	HD Size	Software
Web Server	Windows Server 2012	2	4 GB	160GB	IIS / HTTPS / SSL
App Server	Windows Server 2012	8	4 GB	160GB	Weblogic V10.3
DB Server	Windows Server 2012	8	4 GB	160GB	Oracle 10g



For OWO staff several major goals of the system are:

- To maintain the existing case management system for which the state holds the source code and licensing.
- To provide a flexible case management tool for staff to capture the required documentation needed for WIOA that can be updated/revised based on NH requirements
- Meet the tracking, reporting, and follow-up requirements under the US DOL's performance measures for WIOA.
- Provide WIOA service providers with accurate individual and aggregate tracking, reporting, and follow-up for WIOA programs.
- In order to maximize fund utilization, performance measurements, and cross program reporting and interaction, OWO requires a System that will encompass, at a minimum, the following DOL programs: WIOA Adult, WIOA Dislocated Worker, WIAO Youth and WIOA emergency grant programs.
- No less than ¾ FTE detailed to work on-site at OWO.

The Vendor shall identify third party Contracts related to the WIOA case management system to be provided with the Vendor's Proposal including but not limited to all sub-contractors and software licenses.

Concise, conceptual responses are sought which will inform *OWO* decision makers of the options available and provide estimates of cost and implementation timeframes. Vendor responses should separately address all applicable information sought in Section 1.1 of this RFI as it pertains to each solution.

## 1.2. RFI OBJECTIVES

The objective of this RFI is to evaluate Vendor-supplied information to conduct a comparative analysis of the possible solutions to aid the State in determining requirements for the continuation/maintenance of the exiting WIOA case management system.

This solicitation for information does not commit the State to publish an RFP or award a contract.

The State shall not be held liable for any costs incurred by the Vendor in the preparation of its response. The issuance of an RFP as a result of information gathered from these responses is solely at the discretion of the State. Should an RFP be issued, it will be open to qualified Vendors, whether or not those Vendors chose to submit a response to this RFI. This RFI is not a pre-qualification process.

## 2. RESPONSE INSTRUCTIONS

### 2.1. DELVIERY OF REQUIRED SERVICES

Respondents must articulate in detail how:

- the required services will be provided consistent with existing services as defined above in Purpose 1.1;
- how the project will be staffed; and
- proposed cost for each component of service - must identify monthly and annual costs separately

### 2.2. CONTRACTOR CAPACITY/EXPERIENCE

Respondents must provide a detailed summary of organizational capacity and experience in providing the specific services identified in this RFI. Written responses should not exceed three single-sided pages (Letters of reference, brochures or similar marketing materials will not be accepted at this time.)

### 2.3 RESPONSE SUBMISSION AND DUE DATE

Vendors are requested to submit their response by Friday May 8, 2015 by 4:00 PM. Please email your response to: [Jacqueline.heuser@dred.nh.gov](mailto:Jacqueline.heuser@dred.nh.gov)

### 2.4. SCHEDULE OF EVENTS (approximate)

EVENT	
DATE	
April 18, 2015	RFI Issued
May 8, 2015	Vendor responses due

- This RFI will be posted at [http://www.admin.state.nh.us/purchasing/bids\\_posteddte.asp](http://www.admin.state.nh.us/purchasing/bids_posteddte.asp) and <http://www.NHWorks.org>
- At the State's discretion, Vendors may be contacted to provide an oral presentation of their solution.

## 2.5. RFI INQUIRIES

For inquiries regarding this RFI, please contact:

Jacqueline Heuser, Director  
Office of Workforce Opportunity  
NH Department of Resources and Economic Development  
172 Pembroke Road  
PO Box 1856  
Concord, NH 03302-1856

## 2.6. CONTRACTOR CONTACT

Please provide a main contact name, address, e-mail address, and telephone number in each response.





# **State of New Hampshire**

Department of Resources and Economic Development  
Office of Workforce Opportunity

## **Request for Information (RFI) 2015-160**

Baseline Administration, Maintenance, Support and Application  
Hosting New Hampshire Workforce Innovation and Opportunity  
(WIOA) Small State Reporting System

**Bojan Cubela, Director, Workforce Strategy (786) 253-2162**  
**SOCIAL SOLUTIONS GLOBAL, INC 425 Williams Court, Suite 100, Baltimore, MD 21220**

## Introduction

Social Solutions Global, Inc. (SSG) offers a suite of integrated software solutions that help workforce agencies implement, manage, and measure complex workforce efforts; foster the achievement of state and local partner agency objectives; and comply with federal program and reporting requirements. Our ETO Workforce solution (Efforts to Outcomes software) combines industry leading outcomes management tools integrated with respected vendor technologies to provide State Workforce Agencies with best-of-breed workforce technology solutions that enable WIOA services tracking, compliance, and performance reporting.



Microsoft

**MONSTER** Gartner®

Social Solutions was voted Maryland Technology Council 2014 Government Contractor of the Year and was included on Gartner's 2014 list of Cool Government vendors. Our ETO platform is currently deployed in over 16,000 programs, enabling over 80,000 case managers to provide daily services to 12 Million beneficiaries in United States, Canada, United Kingdom, and Australia. Team Monster, a partnership between Social Solutions and Monster Government Solutions, is in the process of implementing a similar solution for Washington Employment Security Commission (ESD). Our case management and reporting platform is currently deployed in over 20 Local Workforce Areas and supports activities at the Federal, State, and Local levels of government.

## Unique System Capabilities

ETO Workforce clients experience expedited deployment of proven, compliant solutions built on a framework of flexibility that promotes client initiated enhancements. Unlike legacy workforce systems, our product suite is not only built to quickly deploy and deliver federally mandated reporting capabilities but also protects and extends client investments by encouraging solution customization often performed by trained agency staff that lack a traditional technical backgrounds. ETO Workforce adapts to both your current and future needs. WIOA templates built on proprietary TouchPoints (TPs) are designed for tracking and reporting of Title I of WIA for Adults and Dislocated Workers and Youth, and provide case management capabilities for administering the Adult, Dislocated Workers program.

Our workforce solution consists of the following:

- Help Desk Support and Ongoing Platform Maintenance and Support
- Reporting and Data Analytics via SAP Business Objects Platform
- Test, Development, and Production Environments
- Ongoing System back up and Security Protocols
- Application availability statistics exceeding 99.9% (24-hour per day, seven-days per week)

The proposed solution will:

- Provide flexible case management platform to collect the required documentation needed for WIOA that can be updated and/or revised based on NH requirements.
- Meet data capture, tracking, reporting and follow up requirements under new WIOA performance measures published by U.S. Department of Labor.
- Supply service providers with accurate individual and aggregate data-tracking, reporting and follow up information for all relevant WIOA programs.
- Streamline current agency processes and improve fund utilization for tracking program performance across WIOA Adult, WIOA Dislocated Worker, WIOA Youth and WIOA emergency grant programs.

## Proposed Approach

We recommend leveraging our flexible Commercial-of-the-Shelf (COTS) platform to quickly replicate New Hampshire's existing baseline administration, maintenance, support, and application hosting system. We will provide the Office of Workforce Opportunity with the next generation case management system and reporting platform within the same length of time and budget needed to upgrade current systems to meet required WIOA compliance. ETO Workforce includes significantly expanded features and capabilities, and lower total cost of ownership while providing a new level of customer service to all stakeholders: job seekers, employers, and agency and local area staff. The flexibility of our reporting and case management system is proven to drive improvements and efficiencies in processes across entire state workforce eco-system. Data derived is real-time and can be used for ongoing continuous improvement at all levels of the New Hampshire workforce system.

## High-Performing

High-performing workforce agencies at the state and local levels manage and review program performance against goals and provide real-time feedback for continuous quality improvement efforts using advanced software technology. This valuable feedback drives program quality and the collective impact of partner efforts. In recognition of this growing need, Social Solutions has teamed up with industry leading technology vendors to develop a responsive, flexible, and easily configurable software solution. Our technologies support effective job-seeker and employer management within a complex workforce programming environment, and the ability to measure key client benchmarks and outcomes that aid workforce agencies in meeting their workforce goals.

ETO's comprehensive solution comes with enterprise-level software, subject matter expert consulting, and best-in-class/feature-specific products. Our tailored configuration and expert consultants ensure that you will not only receive a system that meets your workforce requirements, but that you will also receive the necessary training and support for successful system adoption and use. When choosing Social Solutions, your organization can expect to receive expert project management, strategic implementation support, data migration and integration, and continuous product improvement all in one comprehensive package.

In addition to our technical solution, we also provide consulting services from workforce practitioners on how to leverage and capitalize on WIOA legislation as we together review and recommend process improvements and identify early project wins that build incremental value and satisfy business case objectives for all stakeholders in the current New Hampshire workforce system. Our customers include State, Federal, and Local workforce agencies such as Local Area Workforce Boards, Job Training, Education, and Service providers.

Effective workforce programs rely on coordination among employers, partners, and various stakeholders to support job seekers in obtaining successful and sustained matches with employers. This requires a software solution that can provide easy access to integrated data, customizable program management tools, and flexible, real-time reporting.

“ETO helps us analyze data quickly and efficiently to make the most out of what funding we have and to attract new money in the future. Without real-time access to data from programs and providers in one place, we would have a difficult time managing our performance to stay competitive.”

— Don Sykes  
CEO,  
Milwaukee Area Workforce  
Investment Board (MAWIB)

## Integrated Workforce Solution

Agencies looking to implement an integrated Labor Exchange, Job Matching, in combination with effective next generation case management will find our partner offerings second to none. Monster Government Solutions and Social Solutions ETO Workforce integrated software solution provides a single comprehensive package to state workforce customers interested in combining Wagner-Peyser, Employer and Job Seeker activities in one comprehensive product suite.

Should the state be interested in receiving a custom quote for the above proposed integrated solution, we will be happy to provide cost estimate for your consideration.

## ETO for Workforce

Social Solutions has developed a set of integrated software products that are designed to meet NH specific workforce management and reporting needs. Our out-of-the-box solutions include:

- **Seamless client tracking:** Record and track services delivered to each participant through the recruitment, enrollment and follow-up stages of the program with our flexible case management tool.
- **Administrative efficiencies:** Track applications, streamline the eligibility process, track placements, and manage the program budget.
- **Staff performance management:** Produce staff surveys, track staff time, and manage caseload levels.
- **Evaluate program efforts:** Measure intermediate progress of participants as they work to meet state and federal performance goals to demonstrate that investments are producing measurable results beyond mandated performance measures.
- **Full integration:** Expect unsurpassed interoperability with ETO—an open, scalable COTS and API enabled system.
- **Flexible and scalable deployment:** Modify the system as needs or requirements change with ETO—a highly-configurable software product.
- **Customizable dashboards:** Standard with dashboard tools, ETO provides critical management and performance data at a glance.
- **Out-of-the-box and custom reporting:** Instantly access dozens of pre-configured reports and utilize on-board tools to generate ad-hoc reports across programs.

### MAIN CONTACT:

**Bojan Cubela**  
Director, Workforce Strategy  
(786) 253-2162  
[bcubela@socialsolutions.com](mailto:bcubela@socialsolutions.com)

Social Solutions Global, Inc  
425 Williams Court, Suite 100  
Baltimore, Maryland 21220  
[www.socialsolutions.com](http://www.socialsolutions.com)



## Heuser, Jacqueline

---

**From:** Kristin Hean <[krhean@socialsolutions.com](mailto:krhean@socialsolutions.com)>  
**Sent:** Friday, May 08, 2015 3:31 PM  
**To:** Heuser, Jacqueline  
**Cc:** Bojan Cubela  
**Subject:** Social Solutions Response to NH DRED RFI  
**Attachments:** Social Solutions Response to NH DRED RFI.pdf  
  
**Importance:** High


Ms. Heuser,

Please accept the attached response to (RFI) 2015-160.

Do not hesitate to contact us with any questions.

Thank you,

Kristin Hean  
Proposal Writer

Social Solutions 

443.322.4015  
[krhean@socialsolutions.com](mailto:krhean@socialsolutions.com)  
[www.socialsolutions.com](http://www.socialsolutions.com)





Hewlett-Packard State & Local  
Enterprise Service, Inc.  
5400 Legacy Drive  
Plano, TX 75024

May 8, 2015

Jacqueline Heuser, Director  
Office of Workforce Opportunity  
NH Department of Resource and Economic Development  
172 Pembroke Road  
PO Box 1856  
Concord, NH 03302-1856

Subject: Request for Information (RFI) 2015-160 – Baseline Administration, Maintenance, Support and Application Hosting New Hampshire Workforce Innovation and Opportunity Act (WIOA) Small State Reporting System

Thank you for the opportunity for Hewlett-Packard State & Local Enterprise Services, Inc. (HPSL) to respond to the Department of Resource & Economic Development (DRED), Office of Workforce Opportunity's RFI for Baseline Administration, Maintenance, Support and Application Hosting of New Hampshire's Workforce Innovation and Opportunity Act (WIOA) Small State Reporting System.

HPSL is an affiliate of Hewlett-Packard Company (HP), which was founded in 1939. The HPSL affiliate focuses on providing our clients with advisory, transformational, and managed services to help them evolve to a more agile New Style of IT – one that seamlessly integrates Security, Analytics & Data Management, Mobility, Workload & Cloud, Business Process Services, Application Services, Industry-specific solutions with a client's existing IT investments, often in a hybrid model, to help our clients to achieve their business and citizen stakeholders' objectives.

HPSL has an extensive portfolio of Enterprise Application Administration, Maintenance, Support, and Hosting, which fulfill the requirements specified by the RFI.

We have carefully considered your major goals and requirements in developing our response. We are flexible in the services we can provide to meet these goals and requirements and can tailor our solution in significant ways to best meet your long term support requirements.

Thank you for considering our response, and we look forward to further discussions on your requirements and how we may best serve the Department of Resource & Economic Development, Office of Workforce Opportunity, its partners, and citizen stakeholders.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrew Fraser'.

**Andrew Fraser**

Account Executive  
Hewlett-Packard State & Local Enterprise Services, Inc.  
State, Local Government, & Education  
Phone: (617) 970-8984  
Email: [andrew.fraser@hp.com](mailto:andrew.fraser@hp.com)





## Hewlett-Packard State & Local Enterprise Services, Inc. Response to the Request for Information

Department of Resource & Economic Development Office of Workforce Opportunity RFI for Baseline Administration, Maintenance, Support and Application Hosting New Hampshire Workforce Innovation and Opportunity Act (WIOA) Small State Reporting System. RFI 2015-160

May 2015



## TABLE OF CONTENTS

<b>Section 1 – Response Instructions</b> .....	<b>1</b>
1.1 Delivery of Required Services.....	1
1.1.1.1 Help Desk Support.....	1
1.1.1.2 Application Maintenance and Support .....	1
1.1.1.3 Reporting .....	4
1.1.1.4 Environments / Production Hosting.....	4
1.1.2 How the project will be staffed .....	5
1.1.3 Proposed cost.....	6
1.2 Contactor Capacity / Experience.....	6



## SECTION 1 – RESPONSE INSTRUCTIONS

### 1.1 Delivery of Required Services

Respondents must articulate in detail how:

- the required services will be provided consistent with existing services as defined above in Purpose 1.1;
- how the project will be staffed; and
- proposed cost for each component of service - must identify monthly and annual costs separately

#### 1.1.1.1 Help Desk Support

- Vendor currently provides. Help Desk support to the end user community from 8:00am to 5:00pm local time (GMT -5), Monday through Friday. User can contact the help desk via phone or email.
- Vendor provides and manages a web based ticket tracking system for entering and tracking help desk request created via phone call, email, or direct input. The help desk tool can track suggested change request and create status reports.

HPSL will provide the same quality of support and visibility that has been provided for nearly 15 years. Full-time help desk support will be available for users of the ETEAMS case management system through phone or email from 8:00am to 5:00pm EST, Monday through Friday. Our help desk professionals can assist users in all aspects of the case management system; including process walk through, login resolution, business rule explanations on system and reporting module, and data corrections. A user friendly web based ticket tracking system will be used to submit, manage, track and report on all help desk and change requests. This ticket tracking system archives all requests and generates reports that are used in monthly status reports to show recent activity.

#### 1.1.1.2 Application Maintenance and Support

- Setup and maintain System administrator tables, user logins, and passwords for the ETEAMS Application and the FTP site.

HPSL has nearly 15 years' experience working with the ETEAMS user management module and related system administrator tasks (user management and configuration tables) in the ETEAMS application and relational database. HP SL will setup and maintain the Oracle database and administrator tables, user logins and passwords for the ETEAMS application. An FTP site will also be maintained for users to transmit documents.



- **Perform Extracts of Production Database and Restore to Development and Test environments as needed.**

HPSL will use its experienced Oracle staff and scripts to perform production database extracts and securely transfer and import them as needed to the Development and Test environments.

- **Act as a liaison with application users**

The on-site HPSTL Technical Project Manager and a full-time off-site help desk support resource will be available to act as liaisons for application users.

- **Participate in federal conference call and training sessions as needed.**

HPSTL will participate in federal conference calls and trainings as needed.

- **Conduct monthly status meetings with State Project Manager**

The on-site HPSTL Technical Project Manager will conduct monthly status meetings with the State's Project Manager. During these meetings, the on-site HPSTL Technical Project Manager will present and review reports on the past month's activities and review timelines and scope for future releases to the system.

- **Attend agency user group meetings as needed**

HPSTL staff will be available to attend the State's user group meetings as needed.

- **Provide technical support to the application users for the FTP site and the ETEAMS application.**

Both the on-site HPSTL Technical Project Manager and off-site help desk will provide technical support to the users of the ETEAMS application and FTP site.

- **Perform System level training of new users. Provide training to coordinators on new modules and enhancements that have been added as part of a quarterly release.**

HPSTL will provide system level training of new users and training of coordinators on quarterly releases of new modules and enhancements as needed.

- **Perform Data fixes as needed and following the State's protocol for Data fixes.**

Full-time help desk support will be available to perform any data fixes with assistance from the on-site HPSTL Technical Project Manager as needed. All data fixes will conform to the State's protocol.



- **Develop, test, and deploy critical quick fixes as needed**

HPSL will have a team in place with the skills needed to develop, test, and deploy any critical fixes in a timely and secure manner. HPSL will work directly with DRED OWO in planning the testing and deployment of these changes to the Production environment.

- **Perform weekly Data interface imports of eligible training providers and programs.**

HPSL has extensive experience with the scripts and process needed to quickly import weekly ETP data into the ETEAMS application and debug / resolve any issues.

- **Perform monthly updates to the performance reports module**

HPSL currently has the scripts developed and procedures in place to update the ETEAMS performance reports module when monthly WIASRD reports are run.

- **Work with DRED in Annual Federal Data Validation process**

The on-site HPSL Technical Project Manager is experienced in the data validation tools and process and will be available to assist in the annual Federal data validation process as needed.

- **Quarterly Release - Analysis, Design, Development, Testing, UAT**

- Work with DRED to prioritize changes and fixes to be included in quarterly releases
- Provide a work plan to delivery quarterly releases to the system
- Complete Analysis, Design, Development, and Testing of Quarterly releases
- Deploy and coordinate User Acceptance Testing of quarterly release with DRED
- Deploy quarterly releases to Production Environment.

The on-site HPSL Technical Project Manager will work with DRED to prioritize changes for quarterly releases, complete an analysis of the changes and bring design ideas to monthly Status Report meetings where the current work plan will be discussed and approved. Once design and development is complete and the release tested by HPSL, the on-site HPSL Technical Project Manager will work with DRED staff and select users to complete user acceptance testing. Once accepted, the on-site HPSL Technical Project Manager will coordinate a time with DRED to move changes to the Production environment outside of normal business hours to not disrupt users.





- **Configuration Management**
  - **Provide software and manage all configuration management aspects of the system code in a secure Vendor environment.**
  - **Deliver quarterly coded escrow extracts to DRED**

HPSL will manage all aspects of system source code configuration management using a secure instance of HP Subversion. Code escrow extracts will be delivered quarterly to DoIT for DRED's records management.

#### 1.1.1.3 Reporting

- **Create, Test, and deliver federal WIA YOUTH, ADULT, DISLOCATED WORKER, and NEG quarterly and annual WIASRD files.**
- **Work with DRED partners to address any issues reported in quarterly and annual WIASRD files.**
- **Create Monthly WIASRD Excel files for the user agencies and post to the FTP site.**
- **Update Federal WIASRD extract scripts as needed**
- **Create ADHOC reports as requested by DRED**

HPSL has nearly 15 years' experience working with DRED and its partners in completing the required reporting processes to meet federal regulations. The on-site HPSL Technical Project Manager will be responsible for producing, testing, and delivering the monthly, quarterly and annual WIASRD reports and addressing any identified issues. The HPSL managed FTP site will be used to distribute WIASRD files for user agencies and the State's SFTP site to distribute WIASRD files to ELMI. The on-site HPSL Technical Project Manager will work with DRED and its partners to develop and test updated WIASRD extract scripts and files if federal regulations change. Adhoc reports will also be created by the on-site HPSL Technical Project Manager for DRED or its partners at the request of the State's Project Manager.

#### 1.1.1.4 Environments / Production Hosting

- **Test / Development Environment**
  - **Vendor is responsible for hosting and maintaining a secure and current development and test environment**
  - **Vendor is responsible for all licensing (weblogic, oracle, ssl, OS, etc.) associated to test and development environment**
  - **Test and Development environments are accessible by user communities through the Web for test, user acceptance, and training.**

HPSL will maintain a secure virtual Test/Development environment in a US based HP owned datacenter. This environment will be configured with the same software used in the State's Production environment. HPSL will be responsible for all licensing and hosting expenses associated with the Test / Development environment. Users will be given remote access to the environment upon request from DRED for user acceptance testing or training purposes.



- **Production Environment**
  - Vendor is responsible for hosting and maintaining a secure production environment.
  - DRED is responsible for Oracle 10g and Oracle Weblogic 10.3 Software licensing in production environment. Vendor is responsible for all other licensing in the production environment.
  - Vendor provides comprehensive coverage for the entire infrastructure, including the Data centers, network, servers, equipment and operational processes.
  - Vendor has exceeded the target up-time for the hosting of the site is 98.5% of a 24-hour day, seven-days a week.
  - Vendor is responsible for receiving and responding to requests for Service on a 24-hours-per-day, seven-days-per-week basis.
  - Vendor is responsible for full System file level back-ups on a weekly basis as well as daily incremental backups on all 3 servers. Weekly full System backups will take place on the weekend outside of normal Monday to Friday business hours (8AM to 5PM). Weekly full System backups will be stored offsite for a period of 4 weeks. Daily incremental backups will be scheduled to run from Monday through Thursday and stored onsite and rotated on a weekly basis.
  - Vendor conforms to Hosting and Security requirement of the State.

HP has 40+ years of enterprise security services experience and is a recognized security leader in the industry. HPSL will host and provide comprehensive coverage described above for a virtual Production environment at a secure US based HP owned data center. HPSL will conform to the State's hosting and security requirements and meet the 98.5% hosting uptime requirement. HPSL will respond to requests 24 hours a day seven days a week and provide comprehensive coverage of its facilities. Daily incremental backups will be taken of the virtual Production environment, kept on-hand and rotated weekly while full system backups will be completed weekly, stored off-site at secure locations and rotated monthly.

#### 1.1.2 How the project will be staffed

Due to the technical nature and business criticality of this application HP is suggesting a mix of the following resources:

Role	Skills
Full Time Technical Project Manager (on-site)	Project Management, Release Management, WIA Reporting, ETEAMS Functional Subject Matter Expert, Java, JSP, HTML, IIS, Oracle WebLogic, SQL and Oracle Database management
Full Time Help desk support / Business Analyst (off-site)	Help Desk Management, Help desk Support, Help Desk Ticket System Administration, ETEAMS Functional Subject Matter Expert, Data Base Updates, Oracle WebLogic, SQL and Oracle Database management
Full Time Application / Database Developer (off-site)	ETEAMS application Architecture, Java, J2EE, Servlets, JSP, HTML, IIS, Oracle WebLogic, SQL and Oracle Database management.
Leveraged Data Center Resources (off-site)	ITO System Administrator, ITO Security, ITO Network, ITO Backup and Recovery, ITO Architect



### 1.1.3 Proposed cost

HPSL is proposing a leverage delivery model to meet the requirements of this RFI and has estimated the following price range for the services, software, and hosting outlined in our response:

Monthly: \$38,000/month to \$45,000/month

Annual: \$456,000/year to \$540,000/year

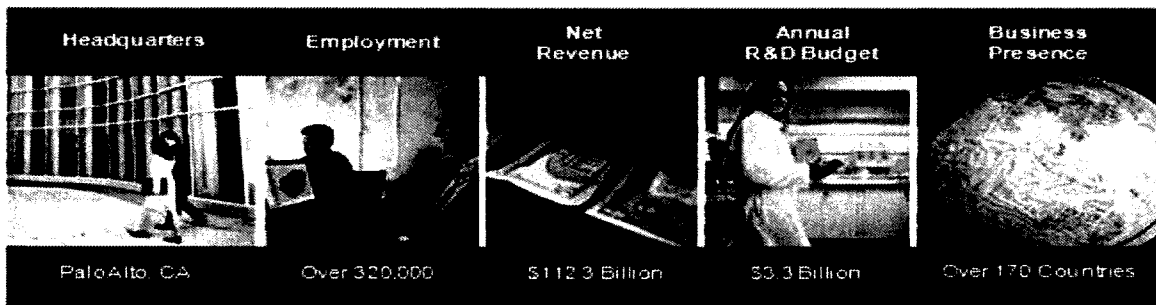
### 1.2 Contactor Capacity / Experience

Respondents must provide a detailed summary of organizational capacity and experience in providing the specific services identified in this RFI. Written responses should not exceed three single-sided pages (Letters of reference, brochures or similar marketing materials will not be accepted at this time.)

HP is a technology solutions provider to consumers, businesses and institutions globally. The company's offerings span information technology (IT) infrastructure, personal computing and access devices, global services, and imaging and printing. HP invents, engineers, and deliver technology solutions that drive business value, create social value, and improve the lives of our customers.

With annual revenue of \$112.3 billion (USD), HP ranks 15<sup>th</sup> on the 2013 U.S. Fortune 500, 43<sup>rd</sup> on the 2013 Global Fortune 500, and is one of the world's largest technology companies. HP provides sales and services in more than 170 countries and employs over 320,000 employees worldwide. HP corporate headquarters are located in Palo Alto, California.

Some of the HP fast facts:



HPES serves 426 of the Fortune 500 companies, and works with more than 1,000 business and government clients in 90 countries.

HPSL, which is part of HPES US Public Sector Division, has extensive experience providing state, local, and education clients with services similar to what is described in this RFI. HPSL has nearly 15 years' experience providing application support and federal reporting for WIOA programs for multiple case management systems.



## **Application Maintenance, Support, and Hosting Experience**

- WIOA Application Maintenance, Support, and Hosting experience
  - **ETEAMS** – HPSL has nearly 15 years' experience supporting the ETEAMS WIOA case management applications and federal reporting associated to WIOA. HPSL was responsible for the modernization of this system from a Power Builder Application to a Web Based Solution. Services provided to our ETEAMS clients include help desk support, application maintenance, production and development hosting, federal reporting, adhoc reporting, releases, and configuration management. HPSL employs subject matter, functional, and technical experts for the NH ETEAMS application and WIOA reporting requirements.
  - **West Virginia MACC** – Since 2002, HPSL has provided maintenance and operations of the Mid-Atlantic Career Consortium (MACC) case management system supporting federally funded employment and training programs (Workforce Investment Act, Wagner-Peyser, and Trade Adjustment Assistance) delivered by Workforce West Virginia.
- Other applicable experience
  - **Secretary of the Commonwealth of Massachusetts**- In 2001, HPSL developed the Online Corporate filing system for the Secretary of the Commonwealth of Massachusetts. Since production implementation, HPSL has been providing support and enhancements to this system in through application development, operational, and technical services. HPSL has also been providing online payment services to the Secretary of the Commonwealth through HP Convenience Pay since 2001.
  - **Maryland Department of Labor, Licensing and Regulation – Unemployment Insurance Department** – Since 1993, HPSL has been providing maintenance and operations along with application enhancements to the mainframe application that provided benefit payments to the qualified unemployed in MD.
  - **Maryland Retirement** – Working with the client since 2006, HPSL has been providing maintenance and operations along with application enhancements and data cleansing for the primary application for administering the various pensions for MD public employees.
  - **Virgin Islands Paternity and Child Support Division** – Since 2001, HPSL has been providing system maintenance, help desk support, and application enhancements to adhere to revised Federal regulations and territory requirements. HPES is also responsible for ADHOC reporting and audit support.



- **Connecticut Child Care Management System** - Since 2005, HPSL has provided maintenance, operational help desk support, and application development for their Child Care Management System and Filenet imaging and workflow system.
- **New York City Department of Education** – Since 2011, HP has been providing Level one technical support for the DOE's school desk top environments (Wintel & Apple) including peripherals, network access, network connectivity, password resets, and common software platforms. Help desk support calls per month average approximately 18,000.





## Heuser, Jacqueline

---

**From:** Fraser, Andrew <andrew.fraser@hp.com>  
**Sent:** Friday, May 08, 2015 9:40 AM  
**To:** Heuser, Jacqueline  
**Subject:** HPSL RESPONSE - DRED OWO RFI - 2015-160  
**Attachments:** 2015-160\_HPSL\_DRED\_RFI.pdf

Hi Jackie,

Thank you for the opportunity for Hewlett-Packard State & Local Enterprise Services, Inc. to respond to the Department of Resource & Economic Development, Office of Workforce Opportunity's RFI for Baseline Administration, Maintenance, Support and Application Hosting of New Hampshire's Workforce Innovation and Opportunity Act (WIOA) Small State Reporting System.

Please consider our submission, attached, which details our response.

If there are any questions, feedback, or if we may assist further in any way, please don't hesitate to contact me.

Sincerely,

**Andrew Fraser**

Account Executive  
Hewlett-Packard State & Local Enterprise Services, Inc.  
Mobile +1 617.970.8984  
Email [andrew.fraser@hp.com](mailto:andrew.fraser@hp.com)









May 8, 2015

Jacqueline Heuser  
New Hampshire Department of Resources and Economic Development  
172 Pembroke Road  
Concord, NH 03301

Dear Ms. Heuser:

Geographic Solutions is pleased to submit our response to the request for information (RFI) number 2015-160 for Baseline Administration, Maintenance, Support and Application Hosting for the State of New Hampshire.

Geographic Solutions has read the RFI carefully and taken time to understand New Hampshire's Department of Resources and Economic Development's Office of Workforce Opportunity's (DRED/OWO's) specific needs. While DRED is requesting administration, maintenance, and support of its Eteams system, after careful consideration, Geographic Solutions proposes a new system to be constructed using Version 15 of our core proprietary software components known as Virtual OneStop®. We strongly believe our Virtual OneStop solution could best meet your current needs and exceed your future ones.

**The Solution:** Geographic Solutions would replace the existing Eteams system with Virtual OneStop, our state-of-the-art integrated, adaptable, and scalable workforce system. This revolutionary application represents the next generation of workforce development solutions. It is a game changer and will take the current Eteams' case management abilities to the next level. The system would provide DRED/OWO with an effective solution designed specifically to improve the New Hampshire workforce system. Virtual OneStop uses a modern web interface with widgets, automatic alerts, and messages to improve staff performance, all while offering data in real-time for effective management tracking and reporting. Virtual OneStop not only would support and meet DRED/OWO's system requirements, it also would provide the state a proven technology with a large user community and a user-friendly interface that would improve the overall performance of the New Hampshire workforce system.

## Why Geographic Solutions and Virtual OneStop?

Virtual OneStop is a proven, award-winning technology currently used by 20 states (including New Hampshire) and U.S. territories for the collection, management, and reporting of data as required by the United States Department of Labor (USDOL) for WIA/WIOA case management and reporting. Throughout our response, we describe in detail how our system meets or exceeds all of the requirements outlined in the RFP. But why even consider a system replacement?

### ➤ Our History with New Hampshire:

Current contract with New Hampshire Employment Security - In their efforts to improve and advance their own web-based technology, the New Hampshire Department of Employment Security (NHES) adopted Virtual OneStop Version 9 in March 2009, which resulted in the creation of a leading-edge portal for employers and job seekers, effective tools for mediated job matching, and effective management reports on vacancies, staff activity, and customer activity. Due to the increased publicity and dedicated staff resources in New Hampshire, promotion of employer utilization of the site has led to increased job postings and more satisfied job seekers.

This state system was also the impetus for introducing a multiple employer log-in feature that dramatically addresses and solves employer contact and access issues in New Hampshire.

The system currently serves employers, job seekers, and individuals seeking benefits in all local workforce investment boards in the State of New Hampshire. As well, individuals in nearby Vermont and portions of Maine

also use New Hampshire's site to search for jobs, thus serving an additional population.



*New Hampshire's nhworks Virtual OneStop COTS Solution*

With a Virtual OneStop system already in place in New Hampshire, Geographic Solutions is familiar with state-specific needs. DRED/OWO could benefit in the work already done for NHES by integrating with their system, while we provide a customized solution to meet your department's special requirements.

New Hampshire Employment Security's nhworks Job Match System can be found here:  
[nhworksjobmatch.nhes.nh.gov](http://nhworksjobmatch.nhes.nh.gov)

## ➤ Virtual OneStop Reduces Overall Costs:

While implementing a new system may seem like a costly effort, Virtual OneStop would save DRED/OWO money long-term. With Geographic Solutions hosting services for Virtual OneStop, no hardware or third-party software purchases are required. There is no requirement for a webmaster, system administrator, programmer, or database expert to support the system. Other ways Virtual OneStop reduces costs is through:

**Increased efficiency** – Time saving case management features, such as the ability to apply one case note or one service record to multiple client accounts automatically; quick search features; ability to load lists from Excel files; and the ability to merge accounts increase the efficiency of case managers, resulting in less time and effort expended and reduced costs. We built Virtual OneStop to walk users through processes. The system's easy-to-use interface makes it simple for customers to enter information, thus shifting the data entry burden away from staff.

**Self-service features** - In the last five years, the percentage of users (employers and job seekers) accessing Virtual OneStop systems nationwide has risen 44%. With the advances in the self-service capabilities in Virtual OneStop, the additional jobs data, and the continuing agency budget restrictions, we expect this trend to continue. When customers access one-stop services via the Virtual OneStop website, it reduces the time spent by staff resources in the career centers thus reducing agency costs.

**Geographic Solutions' "Mutually Benefitting Enhancement Policy"** – Typically we share enhancements developed specifically for one customer with all of our customers, free of charge. Geographic Solutions' products are used by a very large and active user group, who continually suggests new ideas and system improvements. These improvements represent the majority of changes in every new software release. DRED/OWO would benefit from the continuing rapid development and improvement of the product by Geographic Solutions, as well as from enhancements introduced by other members of the largest workforce development user community in the country.

Low-risk solution – We built Virtual OneStop on existing, proven technology. We can mitigate risks because we have developed and tested the components already. Building the integrated workforce system from these components considerably reduces the “over building” that comes with developing a solution from the ground-up or attempting to adapt another state’s solution. Staff can test drive the system before making commitments, thus minimizing risk. Geographic Solutions’ unique implementation plan further minimizes risk by requiring minimal upfront implementation costs allowing the state to maintain a strong incentive for an on-time project implementation.

Quick turnaround time - The proposed solution is made from components of the Virtual OneStop Component Library. These components create a customizable modular, commercial off-the-shelf (COTS) software solution that is easy to implement in a short timeline. System deployment is rapid because the components are prebuilt, modular, and easy to add to or modify.

### ➤ **Geographic Solutions are Experts in Workforce Technology:**

Geographic Solutions’ only business is workforce development systems. This focus enables us to continually improve our expertise in these areas because we do not allocate resources to other fields of interest.

Leading provider of workforce software solutions - Geographic Solutions is the leading provider of software solutions for workforce development in the United States. We have been in a leadership role since we created the world’s first comprehensive labor market information (LMI) system in 1994 for the North Carolina Employment Security Commission. In August 1998 we installed the country’s first comprehensive one-stop operating system, known as the Miami-Dade Virtual OneStop.

Today our integrated systems provide case management, labor exchange, labor market information, reemployment assistance, and federal reporting to over 70 workforce agencies in 30 states including D.C., Guam, and the Virgin Islands. All of the systems that we have implemented in the last five years are active on the Internet and 17 of our customers have had an active contract with us for more than 10 years. We provide the official state workforce system for 20 workforce agencies. This is far more than any other vendor in the industry.

Workforce experienced staff - Geographic Solutions employs more than 205 staff whose only focus is producing workforce development and unemployment systems. Staff members throughout the company have deep roots in case management, not just in IT and software development. A large number of our staff previously worked at regional workforce boards and state workforce agencies across the country and they thoroughly understand the business. Twenty of our project managers and business analysts worked at local one-stops. Because of this, we are aware of industry trends and potential federal program changes. In fact, we often collaborate with our customers and industry experts to define and identify workable solutions that are reflected in our products.

Partnerships with workforce agencies - At Geographic Solutions we have a thorough understanding of the business needs, culture, processes, and objectives of DRED/OWO. With our over twenty years of experience, we have invaluable insight into how to work in partnership with agencies like DRED to successfully deploy, support, and maintain the nation’s premier workforce system.

Geographic Solutions is the only vendor to have successfully deployed comprehensive workforce solutions for multiple state and local workforce agencies across the country. We would bring this unique knowledge and

**Twenty of our  
project managers  
and business  
analysts  
previously  
worked in  
workforce  
development for  
state and local**

experience in local, state, and federal workforce systems to DRED and leverage this expertise by providing a solution that exceeds the desired objectives of a case management system.

Intimate understanding of Department of Labor Programs - Geographic Solutions has been producing federal reports on U.S. Department of Labor programs at the state and local level for fifteen years. In 2001 we were the first company to be certified as not having any significant edits by Social Policy Research Associates on our WIASRD file used for federal reporting.

Our staff includes experts on the implementation of the Workforce Investment Act (WIA), Wagner-Peyser Act, Veterans programs, Trade Adjustment Assistance (TAA), Reemployment Eligibility Assessment (REA), Emergency Unemployment Compensation/Reemployment Services (EUC-RES), and Work Opportunity Tax Credit (WOTC), including their federal reporting requirements. We have been intimately involved in these programs since 1998 and have subject matter experts that have been with the company for this entire time. Our expertise also extends to related programs such as Job Corp, Temporary Assistance to Needy Families (TANF) and the Supplemental Nutrition Assistance Program (SNAP).

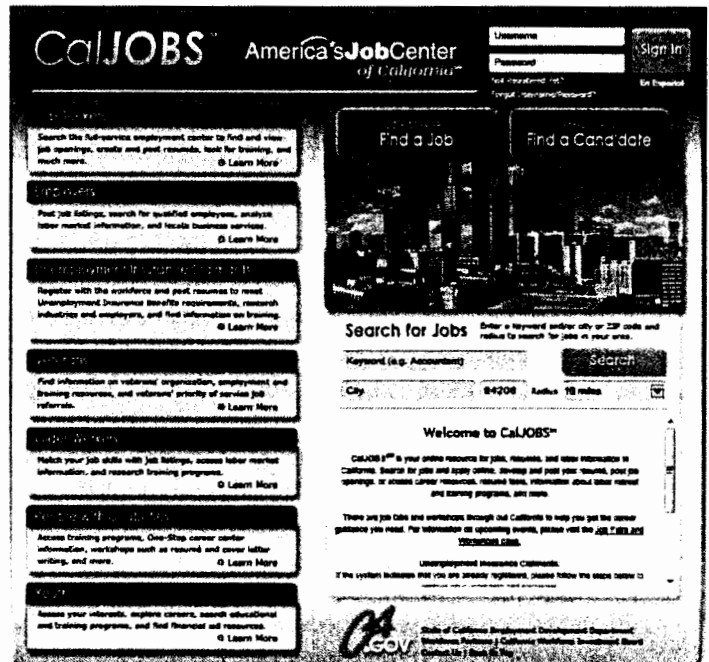
WIOA preparation – For many months, preparations have been underway to update Virtual OneStop so that our customers can take full advantage of the new opportunities WIOA will offer workforce agencies. Although we can anticipate many changes before the regulations are final, Geographic Solutions understands that WIA/WIOA will be fluid over the next several months as regulations are finalized and reporting requirements are defined. Since this is a large task, we have thoroughly prepared for the transition through a series of activities and system development.

### ➤ Innovative Technology:

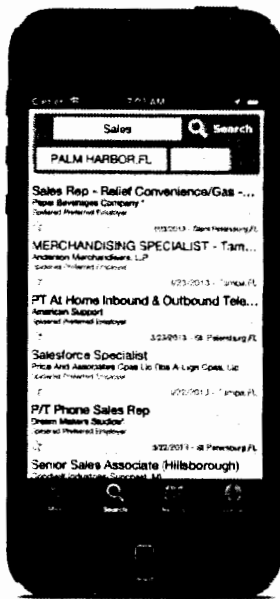
State-of-the-art design – We built Virtual OneStop using the latest technology and n-tier architecture. The system incorporates multiple levels of security and privileges. We used Web 2.0 user-centered design to create the system and focused on the needs, wants, and limitations of end users at each stage of the process. Virtual OneStop optimizes the user interface around how staff and customers need to work, rather than forcing them to change how they work to accommodate the software developers' approach. The system's design facilitates interactive information sharing among staff, job seekers, and employers.

Software adaptability – We will build the case management system from the Virtual OneStop Component Library, making the system adaptable to the exact needs of DRED/OWO. The system is easy to modify to meet any future changes in business rules and regulations and to incorporate enhancements. Major annual software releases based on technological advances and user feedback enhance user functionality and services and ensure the solution will support the needs of all stakeholders for the life of the system.

Advanced case management – Virtual OneStop's Case Management module gives staff advanced and efficient case management tools, allowing them to manage all programs in one system. Staff can make initial contact with clients, assess and determine eligibility, and manage cases for funding streams such as WIA/WIOA, TAA, and local programs in one, user-friendly system. This



*CalJOBS Integrated Labor Exchange and Case Management  
System Built with the Virtual OneStop COTS Solution*



*Virtual OneStop's Mobile  
Friendly Interface*

improves efficiency by eliminating duplicate data entry. The new case management system also would improve data accuracy and integrity using built-in business rules that would prohibit staff from entering inaccurate or erroneous data.

**Social media** - The online job market in New Hampshire and around the country is changing rapidly and Virtual OneStop reflects these changes. As traditional job boards are in decline, employers post more jobs to their own corporate websites and to social media sites. At the same time, job seekers often are looking to social media sites to find quality jobs. Keeping with this trend, we have added a new category of aggregated job postings to Virtual OneStop called Social Media (SM), which includes jobs aggregated from sites such as LinkedIn. This feature will help job seekers recognize the new system as the premier source of jobs in New Hampshire, attracting a greater number of qualified candidates to the site.

**Mobile technology** - In January 2015, Comscore estimated that 184 million people in the U.S. owned smartphones. A report by StatCounter showed that Internet access by a mobile device increased nearly 70% from August 2013 to August 2014. Statista's figures project that by 2017 more than 90% of Internet usage will be via mobile devices. Geographic Solutions competitively positioned Virtual OneStop by providing a new mobile-friendly interface that optimizes the experience of users who access the application from mobile phones and other wireless devices. We offer options for

both iOS (Apple Store) and Android (Google Play) operating systems.

**In Summary:** We are excited about the potential opportunity to partner with the Division of Resources and Economic Development (DRED) and Office of Workforce Opportunity (OWO) to create a new web-based case management system to manage New Hampshire's workforce development programs; meet the new WIOA program reporting requirements for adults, dislocated workers and youth; and replace the legacy system with a more powerful tool for the staff's use.

Within the following sections of our response, we describe in detail how our system meets or exceeds all of your requirements outlined in the RFP. We are confident that a review of our proposal will demonstrate an intimate understanding of DRED/OWO's needs. Our unparalleled experience implementing integrated workforce systems, the fact that we offer the leading COTS solution available, our focus on workforce development solutions, and our preparation for transition to WIOA make Geographic Solutions the perfect partner for DRED/OWO. We would welcome the opportunity to present a live demo of the Virtual OneStop solution and personally address any questions you may have.

Sincerely,

**Paul Toomey**  
President



Proposal for

**State of New Hampshire**  
**Department of Resources & Economic Development**  
**Office of Workforce Opportunity**

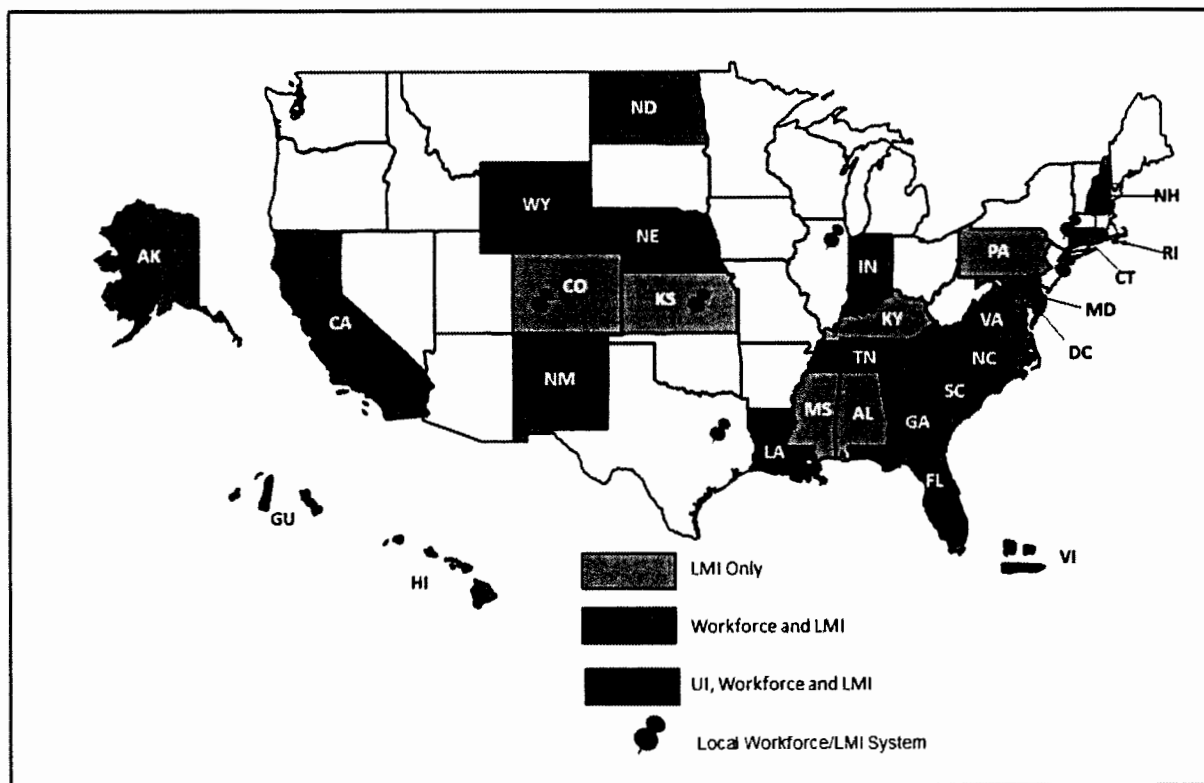
**Baseline Administration, Maintenance, Support and Application Hosting**  
**New Hampshire WIOA Small State Reporting System**

Vendor Name	Geographic Solutions, Inc.
Dun & Bradstreet No. & Rating	965758758; 4A1
Vendor Address, City, Zip	1001 Omaha Circle, Palm Harbor, Florida 34683
Vendor POC Phone Number	727.786.7955
Vendor POC Fax Number	727.786.5871
Vendor Website	www.geographicsolutions.com
Vendor Point of Contact (POC)	Paul Toomey
Vendor POC Title	President
Vendor POC e-mail Address	ptoomey@geosolinc.com

**Response to RFI #2015-160**

May 8, 2015





Copyright© 2015 by Geographic Solutions, Inc. All rights reserved.

Trademarks and Acknowledgements:

Virtual OneStop®, Virtual LMI®, and Geographic Solutions Unemployment System® (GUS), are trademarks of Geographic Solutions, Inc. Other products or services are property of their respective owners



**This page intentionally left blank.**

# Contents

<b>A. HELP DESK SUPPORT .....</b>	<b>1</b>
<b>A.1 Help Desk Times and Methods .....</b>	<b>1</b>
A.1.1 Technical Support and Help Desk Operations .....	1
<b>A.2 Web-based Ticket System .....</b>	<b>4</b>
A.2.1 Geographic Solutions' Online Project Communication (OPC) .....	4
A.2.2 Project Status through Geographic Solutions' PMO .....	7
A.2.3 Self-Service Support Features .....	7
<b>B. APPLICATION MAINTENANCE AND SUPPORT .....</b>	<b>15</b>
<b>B.1 Administration System .....</b>	<b>15</b>
<b>B.2 Our Partnership with Our Clients .....</b>	<b>15</b>
<b>B.3 Technical Support and Training .....</b>	<b>16</b>
B.3.1 System Training .....	17
<b>B.4 Upgrades, Patches and Data Fixes .....</b>	<b>18</b>
<b>B.5 Interfaces, Reports, Data Validation, &amp; Quarterly Releases .....</b>	<b>19</b>
B.5.1 Interfaces .....	19
B.5.2 Monthly Updates to Reports Module .....	20
B.5.3 Federal Data Validation .....	20
B.5.4 Planned Releases .....	21
<b>B.6 Configuration Management .....</b>	<b>22</b>
<b>C. REPORTING .....</b>	<b>23</b>
<b>D. ENVIRONMENTS / PRODUCTION HOSTING .....</b>	<b>26</b>
<b>D.1 Test and Development Environments .....</b>	<b>26</b>
<b>D.2 Production Environment .....</b>	<b>28</b>
<b>1.1 OWO STAFF GOALS .....</b>	<b>31</b>
<b>2.1 DELIVERY OF SERVICES / SOLUTION .....</b>	<b>33</b>
2.1.1 Staffing of Project .....	33
2.1.2 Project Team .....	34
2.1.3 Proposed Cost .....	35
<b>2.2 CONTRACTOR CAPACITY / EXPERIENCE .....</b>	<b>36</b>

## B. Application Maintenance and Support

### B.1 Administration System

---

**Requirements:**

- *Setup and maintain System administrator tables, user logins, and passwords for the ETEAMS Application and the FTP site.*
  - *Perform Extracts of Production Database and Restore to Development and Test environments as needed.*
- 

The proposed Virtual OneStop solution includes an *Administration System*, which allows designated DRED/OWO staff, functioning as system administrators, to assign access permissions and security access levels to state staff and other system users, based on their roles.

The Virtual OneStop *Administration System* also enables authorized users to create and modify the system's various forms and templates, modify system settings, and change workflows. When administrators need to investigate activity in the system, they have access to a full audit trail of data changes.

Geographic Solutions uses secure FTP for the exchange of data through scheduled interface imports and exports. All FTP import and export activities use a secure FTP site requiring individual login credentials and secure FTP tools for transfer.

We detail the development, testing and production environments *Section D – Environments / Production Hosting*.

### B.2 Our Partnership with Our Clients

---

**Requirements:**

- *Act as a liaison with application users*
  - *Participate in federal conference call and training sessions as needed.*
  - *Conduct monthly status meetings with State Project Manager*
  - *Attend agency user group meetings as needed*
- 

Our overall customer service approach and philosophy is to become a partner with our clients in improving the workforce system in their state. Our staff conduct status calls/meetings with our clients on a regular basis (weekly, biweekly or monthly).

In addition, we have monthly conference calls that are open to all of our clients to discuss issues related to our software and compliance with federal reporting changes. Ours is a very energetic user group, which continually suggests new ideas for using Geographic Solutions systems. Our clients see the



enhancements they suggest in every annual release of the Virtual OneStop product. Together with the innovation and passion of Geographic Solutions, this input from a dynamic user community drives our product forward and has made Virtual OneStop the leading product in the workforce development industry.

We also conduct periodic client visits, and host an annual user conference to share and encourage best practices within the workforce industry.

Geographic Solutions' overall approach to warranty, maintenance, and operational support revolves around forming a solid partnership with the various users of the system. The Virtual OneStop solution is our sole focus and workforce development systems are our only business. Our success as an organization, and that of the proposed New Hampshire system, will be bound together.

Another cornerstone of our client approach is that we base our enhancement and maintenance on a "Mutually Benefiting Enhancement Policy." When we develop an enhancement specifically for one customer, most often we share that enhancement with all customers, free of charge. This approach is powerful because of the large number of our state and local systems that are active in the workforce development marketplace.

Geographic Solutions' user community also will provide DRED/OWO with a valuable opportunity to share best practices with state agencies and numerous local workforce boards that utilize the Virtual OneStop operating system.

Our record of collaboration with workforce agencies over the last 21 years shows our ability and willingness to respond quickly to change. For example, the American Recovery and Reinvestment Act, introduced in 2009, included additional federal reporting requirements. Geographic Solutions rapidly incorporated these changes into the system at no cost to our clients and ensured that our clients met the very rigid ARRA reporting deadlines. Geographic Solutions is committed to implementing the changes required for WIOA in the same manner.

## B.3 Technical Support and Training

---

### ***Requirements:***

- *Provide technical support to the application users for the FTP site and the ETEAMS application.*
  - *Perform System level training of new users. Provide training to coordinators on new modules and enhancements that have been added as part of a quarterly release.*
- 

The Geographic Solutions Technical Support Team provides ongoing assistance to users to reinforce the knowledge transfer process committed during training and to rectify system anomalies, either real or perceived. The Technical Support Team follows rigorous standards, leading to swift and thorough resolution of all client issues and concerns.

An issue is any concern, whether organizational, contractual, business, or technical, that we must resolve to carry out the project plan successfully. System users can identify issues at any point in the project lifecycle and, after appropriate analysis, we can resolve issues in various ways. Geographic Solutions will identify, track, and manage the resolution of all issues. Please see *Section A – Help Desk Support* for more details.

### B.3.1 System Training

The Geographic Solutions Training Team will create a training plan for modification and final approval by New Hampshire DRED. Details of the plan will identify specific training dates, locations, modules, modes, and durations. Our integrated approach includes multiple training options for our customers, including the following:

**Train-the-Trainer** – Geographic Solutions uses an effective train-the-trainer approach to maximize the knowledge transfer process required for a successful system deployment within a strict timeframe. Key staff members (trainers) attend training with the intention that they train fellow staff users throughout their region. Using detailed curriculum and other courseware customized for the proposed system, participants will work with a professional Geographic Solutions trainer to explore the various modules and components that comprise the system. We will conduct training in a classroom setting, allowing participants to interact with the trainer to conceptualize, practice using, and fully grasp the system's benefits and functionality. After the training is complete, these New Hampshire DRED/OWO staff members act as unofficial subject matter experts, understanding not only the software, but also how to use it to conform to the region's business processes.

**Direct Staff Training** – Offered in a classroom setting, Geographic Solutions conducts staff (end user) training to prepare our customers for system deployment. Geographic Solutions normally applies this training approach, upon customer approval, when the customer cannot provide its own training team, and/or when the customer awards a generous block of time for direct staff training efforts. Our professional trainers will construct an agenda and other courseware to outline the necessary training topics and the appropriate time required to cover each of these topics. Participants have opportunities to ask questions, apply the training to real-world examples, and practice using customized system modules in a test-data environment. The training covers the complete functionality of the new system together with overviews of the underlying business processes involved.

**Webinar Training** – Our Training Team uses webinar instruction to conduct direct staff training, retraining, or informal training. Trainers conduct informal (and sometimes impromptu) training webinars on an “as-needed” or “as requested” basis when a visual representation of our system's capabilities would enhance participants' understanding. Geographic Solutions will work with DRED/OWO to identify webinar training opportunities, and remains poised to offer such training when mutually agreeable or beneficial.

Online Training – The proposed Virtual OneStop system will include a full suite of online and interactive tutorial videos designed to train end users, including staff, remotely, on how to use the site. These tools will be available online to all stakeholders so they can review materials from their workstations or other computers via the Internet at their leisure.

## B.4 Upgrades, Patches and Data Fixes

---

### *Requirements:*

- *Perform Data fixes as needed and following the State's protocol for Data fixes.*
  - *Develop, test, and deploy critical quick fixes as needed*
- 

Geographic Solutions has a long history of responding rapidly to user needs and changing conditions. We update and upgrade our core solution regularly to introduce new functionality and to stay current with industry standards as well as state and federal requirements.

We maintain the Virtual OneStop solution and deploy updates, including regular updates, special patches, and version upgrades, in a manner that reflects the needs of large government clients like New Hampshire DRED/OWO. We schedule and plan the regular updates and version upgrades with the client to prepare the client for the release. Special patches are immediate releases we load to the system to address an immediate need.

We can hold patches for prescheduled client staging events or can load them as emergency hot fixes, as mutually determined by Geographic Solutions and the client. The Virtual OneStop solution does not require reinstallation of patches after the initial deployment. Once we deploy a patch, it becomes part of the base application, thus eliminating the need to reinstall.

## A. Help Desk Support

### A.1 Help Desk Times and Methods

---

*Requirement: Vendor currently provides. Help Desk support to the end user community from 8:00am to 5:00pm local time (GMT -5), Monday through Friday. User can contact the help desk via phone or email.*

---

Geographic Solutions' proposed solution meets this requirement. We provide technical support around the clock, on a 24/7/365 basis, for Severity 1 incidents. For all other technical issues, our help desk is available between 8:00 a.m. and 7:00 p.m. EST on Monday through Friday, excluding public holidays. Users can report system issues with Virtual OneStop via telephone, fax, email or the Internet through the Online Project Communication (OPC) system.

Our Technical Support Team will provide the following unlimited services throughout the contract period:

- Support via toll-free telephone call
- Support via email
- Support via fax
- Support and incident tracking via the Internet
- Help desk support during the hours required by New Hampshire
- Technical support on a 24/7/365 basis for Severity 1 incidents. Severity 1 incidents are issues that prevent user access to the website; we will respond to Severity 1 incidents immediately.
- 24-hour access to our OPC tool
- Issue resolution immediately, if possible, or within a reasonable timeframe
- Monitoring of all systems
- Comprehensive software maintenance and error correction service
- New releases, upgrades and minor enhancements at no charge (including federally mandated changes)

#### A.1.1 Technical Support and Help Desk Operations

Geographic Solutions' full-time help desk monitors the Virtual OneStop system status, the OPC system, office telephones, and email to take requests and provide rapid response and resolution of automated system alerts and manually reported events.

Geographic Solutions' Technical Support Team will be the first line of technical assistance for DRED/OWO and assesses requests based on a number of factors. Often, our Technical Support Team can identify and resolve customer issues or questions immediately. If the issue is more complex and they cannot provide immediate resolution, the Technical Support Team will escalate it. For instance, if it is determined to be an issue with system hardware or infrastructure, the team will forward the ticket to



Geographic Solutions' Systems Team. If the issue is business process related, the team will forward the request to Geographic Solutions' Project Management Team.

The appropriate team will contact DRED/OWO to provide the necessary technical support. After rendering the assistance, the team will re-assign the OPC to the Technical Support Team. The team does this to ensure the Technical Support Team follows up with DRED/OWO to verify it has received the appropriate assistance. The Technical Support Team member will close the OPC record after receiving confirmation of the issue resolution from DRED/OWO.

## Support Tiers

Geographic Solutions takes pride in our streamlined technical support process that ensures we manage and resolve problems and incidents as quickly as possible. Our process is flexible and allows for swift escalation either when the issue will impact a predetermined user base or when delaying a resolution is unacceptable.

To provide the best, most efficient technical support service we offer our support in tiers or levels. The levels of support are as follows:

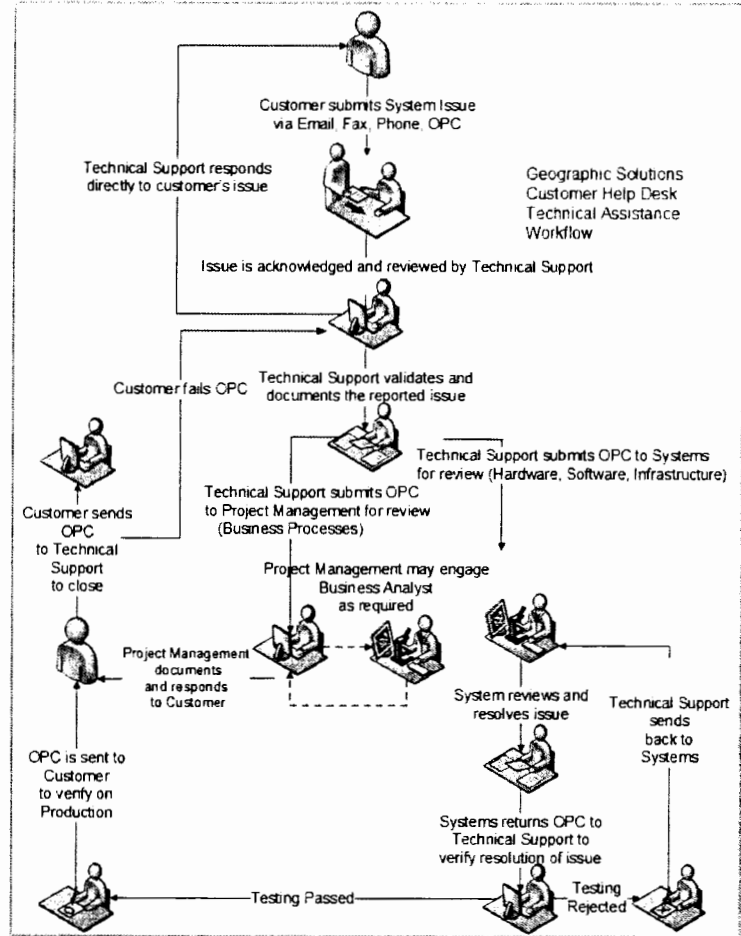
- **Level 1** – These are minor issues that DRED/OWO can handle internally. For Level 1 issues, staff, employers, and individuals will contact DRED/OWO staff for resolution. Examples of Level 1 issues are: problems navigating the system, how to send an internal message to a system user, etc. If DRED/OWO staff cannot resolve the issue, they will escalate it to Level 2 support by contacting the Geographic Solutions' help desk.
- **Level 2** – These are issues that DRED/OWO staff escalated from Level 1 to the Geographic Solutions' help desk or reported directly as level 2 issues. If the technical support staff cannot resolve the issue, they will escalate it to Level 3 to the appropriate subject matter expert(s) at Geographic Solutions.
- **Level 3** – These are issues that DRED/OWO or Geographic Solutions' staff escalated from Level 2 or reported directly as Level 3 issues. Subject matter experts, such as project managers, business analysts, systems analysts, developers, database administrators, etc., handle all Level 3 issues. Examples of Level 3 issues are incidents (bugs), system issues, and network issues.

Once Geographic Solutions receives a ticket, our Technical Support Team reviews the record to determine the severity of the anomaly. We determine the severity by the following factors:



- Availability of a workaround
- Severity of the work outage
- Number of clients affected
- Business and financial exposure
- Acceptable response time
- Acceptable resolution time

It is not likely or necessary to have a perfect match to each characteristic to categorize a problem reported at a particular severity level. We compare a given problem to each of the characteristics to make an overall assessment of which severity level best describes the problem. Based on its review, Geographic Solutions will work jointly with DRED/OWO to assign an initial, mutually acceptable, severity level code to the record. Both DRED/OWO and Geographic Solutions can negotiate a modified severity level once Geographic Solutions takes corrective action.



*Geographic Solutions' Help Desk Workflow*

## A.2 Web-based Ticket System

---

*Requirement: Vendor provides and manages a web based ticket tracking system for entering and tracking help desk request created via phone call, email, or direct input. The help desk tool can track suggested change request and create status reports.*

---

Geographic Solutions' proposed solution meets this requirement. As mentioned above, our Online Project Communication (OPC) system is our proprietary web-based ticketing system that allows direct access by our customers for ticket creation, change request monitoring, and project status updates. Along with direct input in the OPC, we also provide technical support via phone, email, and fax.

### A.2.1 Geographic Solutions' Online Project Communication (OPC)

The Geographic Solutions' OPC system is used to monitor all technical assistance requests. The OPC system is designed to provide clients with real-time access to a project's current status and to track the progress of incidents, changes, enhancements, and changes.

As a cornerstone of our project management methodology, the OPC system acts as a single repository for project issues and includes detailed status tracking, problem reporting and tracking, and the management and tracking of change requests and enhancement requests. The OPC site allows our clients to report incidents, complete online forms, and monitor the project's status in a dynamic mode.

OPC access requires only an Internet browser and an assigned client login. Clients complete intuitive online forms to report incidents or request changes. Clients can attach files and images to the OPC form to demonstrate the requested change or the problem encountered in the system.

As Geographic Solutions' developers and project managers address issues that affect a project and they continually update the status of these items online. This dynamic reporting of issues helps our staff to speed up the resolution process and gives our clients access to live statuses of incidents and changes.

A sample listing of issues in the OPC is shown below:

ID Search (Adv)

Project: Any Project | Record Type: Any Record Type | Stage: Client Attention | Position: Open  
Status: Any Status | Assigned: Any | Version: Any Version | Site Type: Any Type

First | Previous | Next | Last

Records 1 - 20 of 25

(+) - Stage Flag (P) - Print Record

1 - Client Attention 3 - On Hold 1 - SQL Attention

ID	Project	Title	Position	Stage	Status	Last Updated	Record Type	P
259018	FL - Employ Florida Marketplace	Referral Candidate List Region1	Open	Client Attention	Notify Client	3/5/2014 10:29:39 AM (Ryan DuPont)	Enhancement Requests	3/5/2014
258997	FL - Employ Florida Marketplace	EFM scam employer FRANKCC009	Open	Client Attention	Notify Client	4/23/2014 7:14:47 PM (GSI)	Customer Questions	4/23/2014
			Client	Duplicate		4/24/2014 5:55:52 PM (GSI)	Incidents	4/24/2014

Geographic Solutions' OPC Record (partial view)

Full-time Geographic Solutions' staff monitors the system status, the OPC system, and office telephones to take requests and provide rapid response and resolution of automated system alerts and manually reported events. As mentioned in the previous section, Geographic Solutions provides technical support on a 24/7/365 basis for Severity 1 incidents. For all other issues, technical support is available between 8:00 a.m. and 7:00 p.m. EST Monday to Friday, excluding public holidays.

### Reporting Incidents and Change Requests

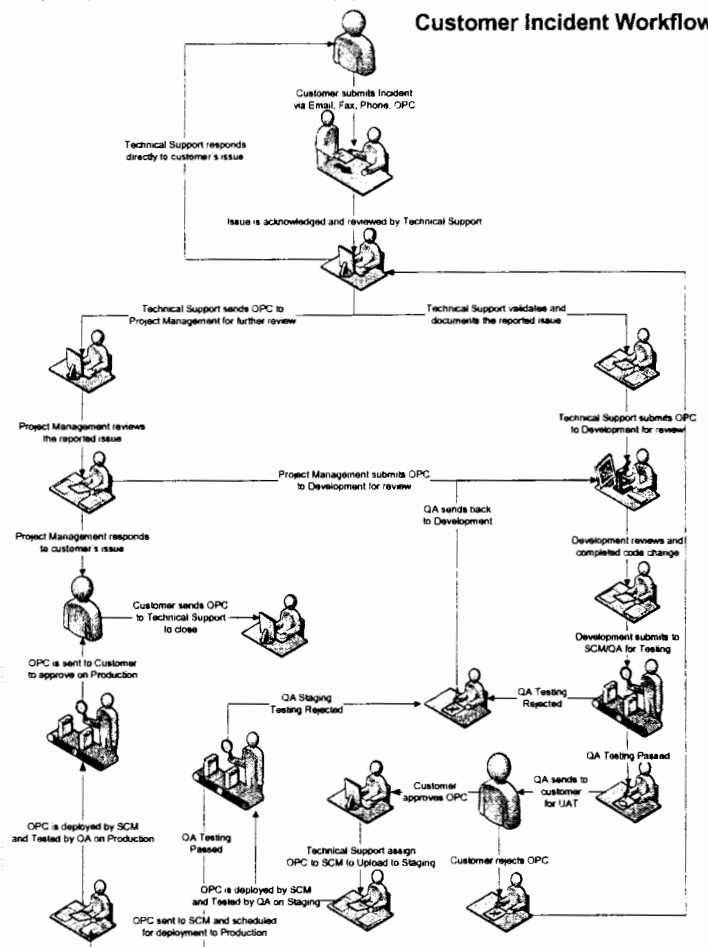
DRED/OWO will be able to report incidents via phone, fax, email, or the Internet through the OPC system, but must report a Severity 1 issue via telephone to ensure an immediate response. Guaranteed response times are determined by the severity level of the incident.

To create an incident record via the Internet, authorized staff simply log on to the OPC system using their assigned user ID and password. The staff member completes a template to record details of the issue and can include an attached file (i.e., a screen shot) to demonstrate the problem encountered in the system.

Incidents reported in the Virtual OneStop application take two forms:

- Errors reported by staff users or Geographic Solutions' staff – Authorized staff will have the ability to create initial tickets in the OPC system to report defects and identify initial priorities for each defect. As mentioned earlier, staff users also can report a system issue via telephone, fax, or email. Examples of incidents or "bugs" include page crashes, spelling errors, problems with graphics displays, etc.
- Errors detected automatically – We have automated sensors in place to detect response errors in the application and automatically create alert notifications. All of these sensors alert key personnel when an error occurs.

Regardless of the source of an error, Geographic Solutions' Technical Support Team receives the record and investigates the incident. If a client reports the incident via telephone, fax, or email, a Technical Support Technician will enter the issue into the OPC so that DRED/OWO can track the progress of the resolution.



*Geographic Solutions Customer Incident Workflow*

## Tracking Change Requests

DRED/OWO can choose to enter a change request or enhancement request. A change request is an immediate need to make a required change to the current version of the system. An enhancement request is a suggested change to the system that the customer would like to see in the next release of the software.

The process for initiating a change will start with a staff member entering the request in the OPC. He will record the details of the change and select a priority for the request: Low, Medium, High, or Critical. Geographic Solutions' Technical Support Team will forward a client generated-change request to our appropriate project manager. Our project manager will review the change and will forward it to the DRED/OWO Change Control Board, which is an individual or group of individuals authorized to evaluate and approve change requests. If the board approves the change request for analysis, it is returned to

Geographic Solutions, where our team performs a thorough review in regards to the project plan, scope, schedule, work products, project requirements plan, and other important factors. We send this information to the DRED/OWO Change Control Board as a change order proposal.

The DRED/OWO Change Control Board either will approve or reject the change proposal. If they approve the proposal, Geographic Solutions creates an official contract change order, which is approved by DRED/OWO and Geographic Solutions. Once Geographic Solutions creates the official contract change order, our Business Analysis Team will create a new specification for the change or modify an existing one. Upon DRED/OWO's approval of the specification, the Geographic Solutions' Development Team will program and test the change. Next, our Quality Assurance Team will test the change and move it to the User Acceptance Test environment and the Staging environment for client testing and approval. Upon approval, Geographic Solutions will transition the change into production.

Geographic Solutions will document each stage of the change request and update the OPC so that DRED/OWO can monitor and track change requests in real-time.

### **Creating Status Reports**

As discussed above, Geographic Solutions uses the OPC system to monitor all services and issues related to a project, including changes and incidents. We specifically designed this dynamic system to provide clients with real-time access to their project's status.

As a cornerstone of Geographic Solutions' project management methodology, the OPC system acts as a single focal point for project issues, including detailed tracking of a specific incident or the overall status of the project. As Geographic Solutions' developers and project managers address issues that affect a project, they update the status of these items online. Any time a client wants to see the progress of a resolution, he can simply log into the OPC and review the updated status of the project.

## **A.2.2 Project Status through Geographic Solutions' PMO**

Not only would DRED/OWO have access to real-time status updates via the OPC, our Project Management Office ensures clear communication through status meetings and written reports. As described in *Section 2.1 Delivery of Services*, Geographic Solutions will assign DRED/OWO a project manager who will establish and reinforce predictable communication routines to ensure timely and appropriate generation, collection, and dissemination of project information. This includes, but is not limited to, formal presentations, updated work plans, and deliverables.

## **A.2.3 Self-Service Support Features**

Providing rapid responses to our clients' needs is paramount to Geographic Solutions' culture of customer satisfaction. To foster this philosophy of rapid, even instant support, Virtual OneStop includes extensive, built-in help features and video tutorials designed to assist the user in all functions. This not only provides users with an instant help option, users can perform functions without requiring staff

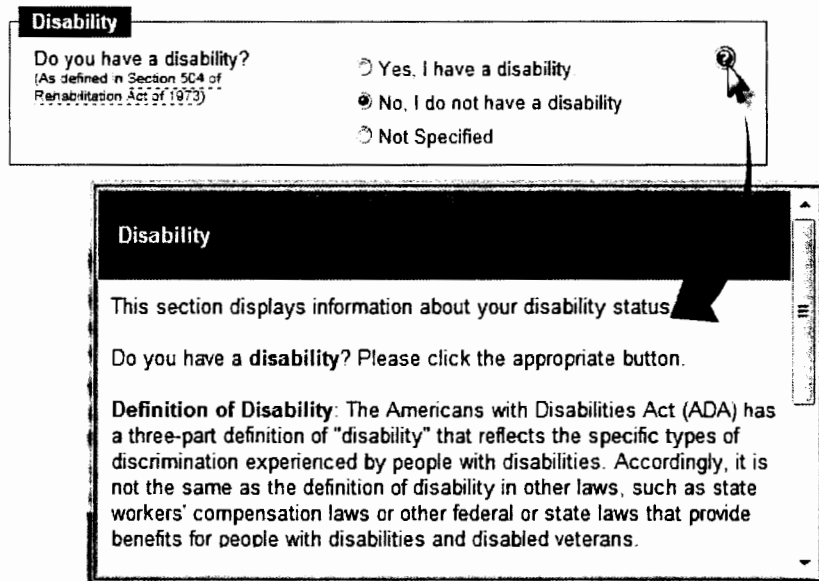
intervention. If users still have questions or chose not to use online help, the system very clearly directs them to the appropriate area to request assistance.

a. **Online Contact Sensitive Help: Functionality**

Every significant screen in the Virtual OneStop application includes online help. The Virtual OneStop online help functionality includes help at various levels, including help at the window level, panel or pane level, and field level. There is help that includes hypertext links to standard web pages for additional reference and other context help throughout the system.

Virtual OneStop's online embedded help function is context sensitive and always, at minimum, has help located at the top of each web page or adjacent to each section of the page. The system includes more than 2,100 unique help text records, providing guidance to job seekers, employers, providers, and staff users for all tasks and screens in the system.

System users can click question mark icons to view help text for a page or a specific section on a page. A small pop-up window displays helpful information about how to access the system feature.



*Virtual OneStop – Context Sensitive Help Screen*

Virtual OneStop's interactive help text assists users in performing various functions throughout the system. However, it goes beyond systematic instructions; our help text provides context for users by defining unfamiliar terms and concepts and providing examples of how to use a certain function in a way that will be meaningful and useful.

Authorized client staff can customize help text within the system to fit their needs and can use the *Help System Maintenance* option to change the system's existing help records.

The Virtual OneStop online help tools include a suite of online tutorial videos designed to train remote users on how to use the site. The videos address specific system operations according to user type, so even novice computer users can navigate the system effectively.

At the top of each screen in Virtual OneStop is a header box that informs users of successful progress in the system. If they complete a screen without error and save the screen, header text will indicate that

the user completed the action successfully. Virtual OneStop header boxes often contain additional information about the page, such as indicating that the user is on page x of xx.

#### b. Field Level Assistance and Identifying Fields in Error

Within the Virtual OneStop data entry screens, text with a dotted underline indicates that the user can hover his mouse over the text to see a definition of that phrase or word. During data entry, some fields require users to enter information in a specific format. The blue text located to the right of particular fields will assist users in entering information, such as usernames and passwords, in the correct format.

#### Job for Enterprise Zone?

An impoverished area in which businesses are exempt from certain taxes and are given other economic advantages as an inducement to locate there and employ residents.

*Virtual OneStop – Mouseover Tooltip*

The Virtual OneStop application always clearly identifies the fields that are in error. The system will indicate multiple errors on a specific screen, within a wizard, or in any other field in the system. Even when there are multiple fields in error on a screen, the system will identify those errors, listing each error separately, in red, at the top of the screen. The system also will display a red exclamation point (!) to the right of each field containing an error.

Where fields have specific data/format requirements (such as calendar control or numeric fields), additional rules related to the formatting will apply as soon as the user enters data into that field (and indicate an incorrect format before continuing). For example, a job's wage rate may have a business rule requiring a valid minimum wage for that state, in which case the system will display an error message requiring the user to enter a value meeting or exceeding the state's minimum wage. This type of error message will display immediately after users enter the wage value and before the system allows user entry elsewhere on the screen. The State can define business rules for special user entry fields.

#### c. The Online Assistance Center

All user types can access the Virtual OneStop *Assistance Center* via a link on every page, from the left navigation menu, or from their dashboard. This component allows employers and other system users to find the assistance they need and includes various help and navigation features. Through the *Assistance Center*, all user types can initiate communication with DRED/OWO staff and its partners. The following features are available in the Assistance Center:

**Contact Us:** The dynamic *Contact Us* section of the *Assistance Center* provides several types of contact information for system users and offers staff comprehensive, easy ways to establish and maintain contact. The *Contact Us* area has three tabs: *Help Desk*, *Office Nearest You*, and *All Offices*. Each tab offers users several ways to access and request information. Staff have multiple options to establish the

level of contact detail they wish to provide. Settings are easy to establish and easy to change when needed.

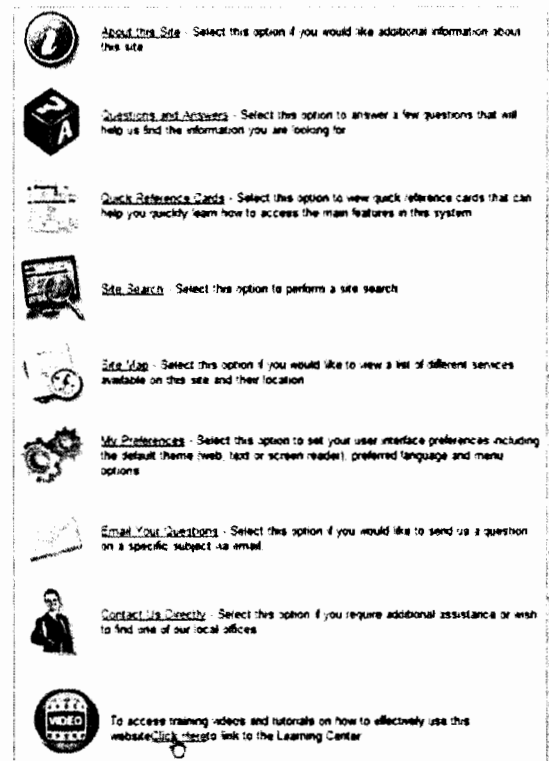
**Help Desk:** The *Help Desk* tab can list a physical address, phone number, default email address, or any other necessary information. For example, DRED/OWO can specify whether a help desk is self-service or staffed and can set up contact information at whatever level they desire.

In addition to listing contact information for an office, staff can set up help information specific to a service, such as Employer Assistance or Youth Jobs. Staff can establish settings to route query emails automatically to specific regions, offices, departments, or individuals based on the type(s) of requested information.

**Office Nearest You:** The *Office Nearest You* tab enables users to locate local offices by searching:

- ZIP Code and designated radius
- County
- Region
- All offices

When users select *ZIP Code*, they can specify how many miles from a given ZIP Code they wish to search for an office. They also can choose to search for offices by *County* or *Region* via drop-down menus. If there is no office in the specified county, region, or within the specified mileage radius, a message displays. When the user selects the *All Offices* option, a list of every office within New Hampshire displays, organized by region. Each office can display unique contact and location details. Users can opt to display a Google map for the location and list standard contact information, such as office address, phone, fax, and email.



*Virtual OneStop Assistance Center Options Screen*





**Site Search:** This option allows the user to search the content of the entire website. They can search for articles, web pages, jobs, and occupations. Users can perform Google-like key word searches including “all of the words,” “exact wording or phrase,” and “one or more words.” Users also can specify the timeframe for the search.

**My Preferences:** This option allows the user to set their user interface preferences, including the default theme (web, text, or screen reader), preferred language, and menu options.

**Services List:** This option provides a summary of all the services on the system that are available to the user.

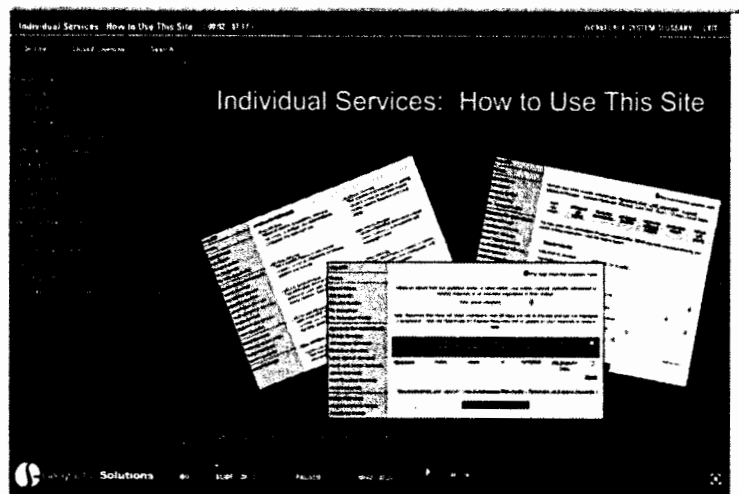
#### d. Online Learning Center

Virtual OneStop includes a suite of online tutorial videos designed for remote training of individuals and employers on how to use the site. The videos address specific system operations according to user type, so even novice computer users can navigate the system effectively. System users throughout New Hampshire can access these videos to maximize their understanding of core system tools and to receive informal “refresher” training whenever needed.

Geographic Solutions provides a large catalog of videos that provide simple yet comprehensive coverage to educate users on how to utilize a particular system function and to understand the benefits of each function.

The video player presents several intuitive controls, allowing users to customize each video presentation. Navigation options include a linked outline that provides direct access to a desired chapter. Closed caption text enhances the video instruction. A keyword search component allows users to locate desired topics anywhere within the video and provides quick access to all such topic occurrences. The videos use simple terms and easy-to-understand instructions and each video includes a helpful glossary designed to educate users who are relatively new to the workforce industry. Users can control the visual appearance of each video, as well as the volume level, to modify the training experience according to preferred player settings.

For the benefit of users who must stop or pause the video, the video player incorporates a bookmark feature that allows them to return to the last topic they visited. This time saving element allows users to learn at their own pace. Each slide displays



*Virtual OneStop Sample Tutorial Video*

the subject title and duration and automatically advances to the next slide unless users prefer to use the manual built-in navigation controls.

**Note:** The Geographic Solutions' Multi-Media Team can create custom videos for a specific client requirement, for an additional cost.

#### e. System Documentation

Geographic Solutions has a full Technical Writing Team that is dedicated to creating, updating, and maintaining software manuals for end-users, available in both written and electronic, online versions. These manuals feature clear organization of content, understandable language, useful graphic presentations, and a thorough index or glossary. They are written to accommodate eighth grade reading levels and include screen graphics with step-by-step explanations of the various system procedures performed.

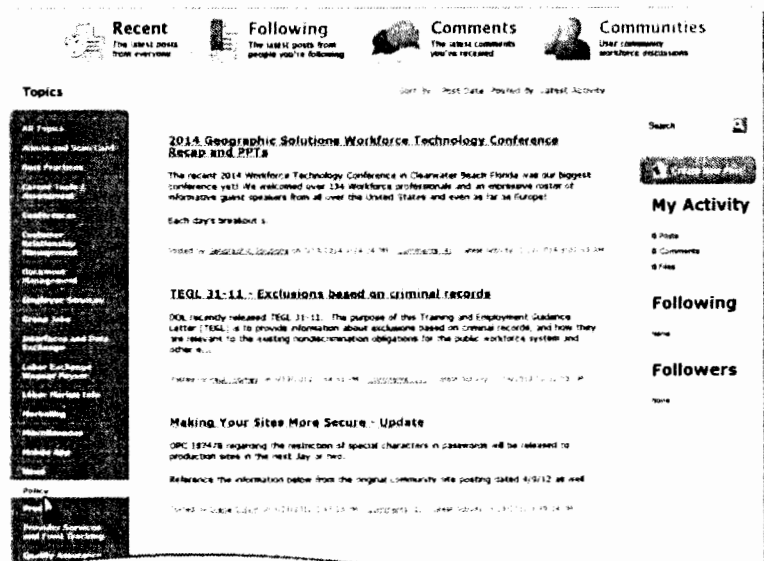
The user guides are living documents that our team revises, under change control, as appropriate through the life of the project and as subsequent system upgrades require. We maintain online copies of these materials in the *Staff Online Resources* portal of the Virtual OneStop system and under the *Help* menu of the Geographic Solutions' OPC system.

#### f. Community Forum Site for Staff

An increasingly popular method for Virtual OneStop staff users to make requests and obtain information and assistance is through Geographic Solutions' Virtual Community Forum. The forum is part of our standard proposed solution, at no additional charge.

The forum enables staff to exchange information and best practices with other staff users from within their system or other clients and with Geographic Solutions' staff. The site contains specific user communities for each client, as well as areas for specific subjects, such as reporting, job matching, etc.

On the Community Forum, staff can post online topics of interest, disseminate information, and discuss and share ideas for continuous improvements beneficial to all users. The Community Forum will have a specific thread available only to DRED/OWO members and Geographic Solutions' staff, if DRED/OWO desires.



Policy Section of Geographic Solutions' Community Forum Site

#### g. Live Chat Feature

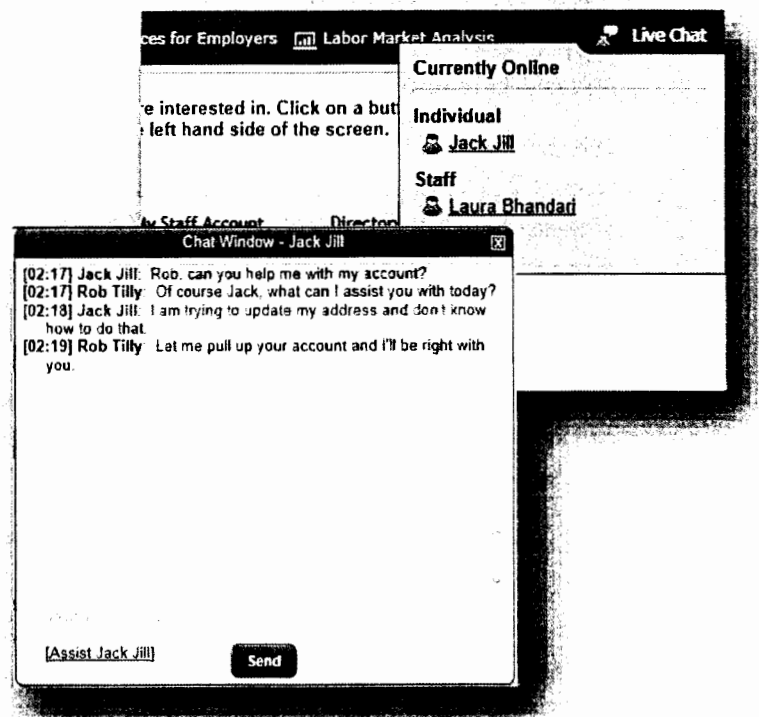
The Virtual OneStop *Help Desk Management* module provides a live chat feature for customer support for job seekers, employers, training providers, and labor market analysts. *Live Chat* allows system users to communicate directly with a designated DRED/OWO help desk staff member and receive immediate assistance and responses to questions in real-time.

The *Live Chat* solution is completely integrated into the Virtual OneStop application and is one of the key features in the help desk toolset. The Live Chat option is easily accessible and thoughtfully placed in the top right-hand corner of the screen, upon user login. The functionality does not require an additional software download, making it compatible with all operating systems. Once users activate *Live Chat*, the chat appears in a separate window and they can navigate their profile while receiving assistance.

Help desk staff members easily can accept chat requests with active system users. The user's name appears as a hyperlink, giving staff quick access to a user's case file, with a simple mouse click. This quick account access results in faster service delivery. The system also saves each chat session as part of the user's file notes, giving staff a convenient way to reference past communication and to track quality assurance.

*Live Chat* can reduce costs significantly when compared to telephone customer support and can double the capacity of service and support from customer service teams. The solution increases agency efficiency without increasing overhead costs.

\**Live Chat* can be turned on or off via a configuration switch.



Virtual OneStop Live Chat Window

## B.5 Interfaces, Reports, Data Validation, & Quarterly Releases

---

### *Requirements:*

- *Perform weekly Data interface imports of eligible training providers and programs.*
  - *Perform monthly updates to the performance reports module*
  - *Work with DRED in Annual Federal Data Validation process*
  - *Quarterly Release - Analysis, Design, Development, Testing, UAT*
    - *Work with DRED to prioritize changes and fixes to be included in quarterly releases*
    - *Provide a work plan to delivery quarterly releases to the system*
    - *Complete Analysis, Design, Development, and Testing of Quarterly releases*
    - *Deploy and coordinate User Acceptance Testing of quarterly release with DRED*
    - *Deploy quarterly releases to Production Environment.*
- 

### B.5.1 Interfaces

Geographic Solutions has developed many real-time, one-way and two-way data interfaces between Virtual OneStop and legacy systems and third-party vendors. These include workforce systems, Unemployment Insurance systems, TANF systems, eligible training provider systems, federal systems, and tax systems, to name a few. We recognize that creating these interfaces can be one of the most challenging aspects of the Virtual OneStop Project. For that reason, we have a department that is dedicated to creating interfaces and will create the interfaces required for DRED/OWO.

Our experience includes writing custom programs to import and export workforce and benefits data (e.g., participant information, job orders, referrals, and services) resulting in a successful interface with legacy data and partner agency data systems. This legacy system data includes mainframe Oracle, DB2 and SQL Server, and VSAM files. Legacy system programming languages include Java, ColdFusion, COBOL, and FORTRAN.

Virtual OneStop supports interfaces that utilize real-time, online, transaction-processing data, where practical, and batch processing, when required.

Geographic Solutions' data specialists have expertise in creating interfaces for data import/export processes to synchronize databases and can set up weekly data imports for eligible training providers. Creation and testing of interfaces are part of our project management and system installation processes.

In addition, the Virtual OneStop system's *Provider Management* module includes the ability to designate, store and track information on Eligible Training Providers. This includes defining and maintaining a provider's profile (general data, locations, provider representatives, contacts), the provider's programs and support services, their professional certifications and designations, their provider activities (enrollments, invoices, and vouchers), and performance data (performance



information for eligible programs such as completion rate and employment rate, and comparison of performance between programs and providers).

## B.5.2 Monthly Updates to Reports Module

Geographic Solutions continually updates the Virtual OneStop system. We maintain the application with code maintenance and updates deployed in a number of ways, to be flexible to our customers' needs. Maintenance includes regular updates, special patches, and version upgrades.

Geographic Solutions' Maintenance Agreement will include a guarantee to modify the software to meet changes in State and Federal regulations at no additional cost. Maintenance upgrades will accommodate USDOL-mandated data elements, categories, and/or reports. These upgrades ensure the ability to meet all USDOL submission deadline requirements.

Geographic Solutions assumes the following maintenance and operations responsibilities:

- Prepare and revise operations and maintenance deliverables as a result of the review and approval process
- Correct reported deviations to approved designs in the proposed solution including all levels of retesting and making all the corresponding documentation changes
- Lead the prioritization of maintenance updates
- Develop, test, and install maintenance updates
- Evaluate the impact of software upgrades on the proposed solution
- Keep all software licenses current and active
- Provide hardware preventative maintenance
- Provide maintenance of COTS software packages

## B.5.3 Federal Data Validation

Virtual OneStop tracks and reports all the data necessary for all required Federal Reporting Data Validation. The system produces all data elements, including calculated fields, required by U.S. DOL-ETA for WIA, WIOA, Wagner-Peyser (Vets 200/ 9002), TAA, WIASRD, Migrant Indicators of Compliance (MIC), and any Federal EO Civil Rights Commission requirements.

The Virtual OneStop *Reports* component allows authorized staff, at the click of a button, to run the various federal reports on specific data sets themselves. Virtual OneStop includes built-in reports required to submit the quarterly and annual required federal reports associated with WIA/WIOA programs. This includes the current twelve WIA 9090 quarterly reports:

- Total Participants
- Total Exiters
- Placement in Employment or Education
- Entered Employment Rates

- Retention Rates
- Literacy & Numeracy Gains
- Employment and Credential Rates
- Average Earnings
- Attainment of Degree or Certificate
- Youth Diploma or Equivalent Rate
- Skill Attainment Rate
- Quarterly Summary

### B.5.4 Planned Releases

Because Geographic Solutions employs a regular schedule of releases, enhancements and fixes, our clients do not have to schedule special upgrades or releases, which would be unnecessarily time-consuming and costly. The Virtual OneStop System remains in compliance with all federal, state and local requirements, without additional client intervention or dedication of resources.

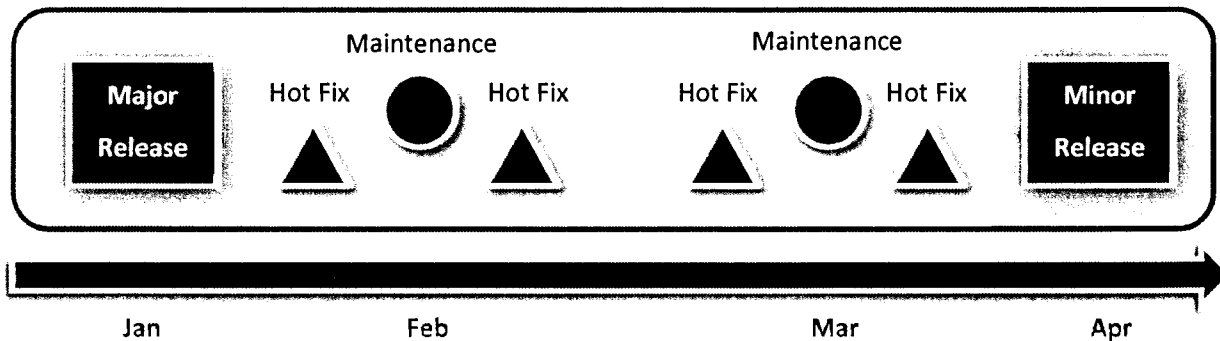
Geographic Solutions documents all releases in both release notes and detailed technical documentation, which we make available to the client, prior to any release. Prior to the release of any new functionality, our clients have access to a test website for functional review and unit acceptance testing. Our clients' staff have the opportunity to review release notes that are specific to the new functionality and share that information with all other staff prior to promoting the release to the production environment. Version upgrades are available first on a staging server for the client's initial review. Upon approval, we will install the upgrade in the production environment.

Major releases, which occur annually, are significant events that can require additional testing and training. Major upgrades may involve changes in federal reporting or functional system enhancements. Releases that result from changes to federal performance requirements often require hands-on staff training. At a minimum, Geographic Solutions' staff review major releases with individual clients, via webinar, to demonstrate any significant modifications from the previous system version.

The proposed frequency of Virtual OneStop updates is as follows:

- Major Releases (new full version) – Once a year
- Minor version upgrades – Once a quarter
- Maintenance updates – Every month
- Critical hot fixes – Immediately as needed

The graphic below illustrates an example of the update frequency and progression.



*Proposed Frequency of Updates – Example of 1<sup>st</sup> Quarter*

## B.6 Configuration Management

### *Requirements:*

- *Configuration Management*

- *Provide software and manage all configuration management aspects of the system code in a secure Vendor environment.*
- *Deliver quarterly coded escrow extracts to DRED*

Geographic Solutions conducts all configuration management and software development within secure environments. We employ system security controls defined in National Institute of Standards and Technology (NIST) publication SP 800-53, Rev3 and NIST SP 800-53A, which are formulated using a Security Risk Management Framework process that follows NIST Special Publication 800-37. This comprehensive, structured framework allows us to develop the appropriate policies, documents, controls, processes, and procedures to support the Geographic Solutions security program.

We have built our security solutions on proven, open industry standards for maximum effectiveness and have designed our system to be resilient to threats, vulnerabilities, and cyber-attacks from both internal and external sources. Role-based application security, authorized privileged user access control, activity monitoring, and strong password standards are all key components of our solution. The system also relies on encryption, authentication, public key infrastructure, and digital certificates to ensure security.

Multiple layered, in-depth security controls protect the Virtual OneStop application and data. These controls protect resources and data from rapid penetration by an attacker, but are not so rigid that they restrict or prevent access for authorized users. Virtual OneStop provides security at many levels as part of system implementation, including enterprise-layered security and user-layered security.

DRED can schedule data extracts/exports as needed.



## C. Reporting

---

### **Requirements:**

- *Create, Test, and deliver federal WIA YOUTH, ADULT, DISLOCATED WORKER, and NEG quarterly and annual WIASRD files.*
  - *Work with DRED partners to address any issues reported in quarterly and annual WIASRD files.*
  - *Create Monthly WIASRD Excel files for the user agencies and post to the FTP site.*
  - *Update Federal WIASRD extract scripts as needed*
  - *Create ADHOC reports as requested by DRED*
- 

Virtual OneStop includes robust reporting functionality that allows staff members to create reports using thousands of different report criteria combinations. The proposed system includes a wide assortment of case management reports and federal reports that document caseload, performance indicators, and other data related to managing clients.

To accommodate changing environments, Geographic Solutions specifically develops user-friendly reports after gathering input from workforce development professionals at the local and state levels. We use state and federal laws as standard guidelines to create reports that satisfy requirements and collect data needed by workforce agencies. As reporting requirements change, we modify the system's flexible core components rapidly to meet new reporting mandates from US DOL-ETA and others.

The following are the primary, standard report types in Virtual OneStop:

**Integrated Federal Reporting** – In Virtual OneStop, staff can generate federal reports, such as the ETA 9090 WIA Quarterly and ETA 9091 WIA Annual reports, with the click of a mouse. The Virtual OneStop *Reports* module includes integrated federal reports that are accessible to staff users who have authorized access and system rights (established by the system administrator on the staff member's login) to view this data and generate reports through the staff user interface. The system rights and access levels protect data confidentiality. There are no requirements to export any data files to run Virtual OneStop federal reports.

**Standard Executive / Dashboard Summary Reports** – The Virtual OneStop *Reports* module includes an extensive list of summary and status reports designed to provide management staff with a snapshot overview of the current position of the system. These include dashboards that display the current data with user-friendly charts and gauges. Also included in the executive reports are detailed trend reports. These provide year-to-year, month-to-month, period-to-period, and year-to-date comparisons.

**Standard Detail Reports** – The Virtual OneStop system includes an extensive list of real-time reports that are not federally required, but are very useful for state reporting needs, for case management, and preparing for state and federal reporting. These include Predictive Case Management reports, Individual reports, Provider reports and other service-related reports.

Custom Reports – When staff members use the *Ad Hoc Report* query tool, or their own Sequel query skills, to create a custom report from the Virtual OneStop databases, they can post those query customized reports with the other standard reports, using the system’s standard filtering and sorting controls, and incorporating those controls into their custom report.

Ad Hoc Reports – Authorized staff can use the *Ad Hoc Report* query tool to create real-time, client-specific data queries for any data in the Virtual OneStop databases.

Virtual OneStop offers the following federal reports, in compliance with USDOL-ETA reporting requirements:

Federal Program	Report Cluster	Report Title
<b>Workforce Investment Act</b>	ETA 9090 WIA Quarterly Common Measures Reports	Total Participants
		Total Exiters
		Youth Placement in Employment or Education
		Entered Employment Rate
		Six Month Employment Retention Rate
		Literacy & Numeracy Gains
		Credential Rate
		Six Month Earning Increase
		Youth Attainment of Degree or Certificate
	ETA 9091 WIA Annual Common Measures Reports	Youth Diploma/Equivalent Rate
		Skill Attainment Rate
		Total Participants
		Total Exiters
		Youth Placement in Employment or Education
		Entered Employment Rate
		Six Month Employment Retention Rate
		Twelve Month Earnings Increase
		Literacy & Numeracy Gains
		Credential Rate
		Six Month Earning Increase
		Youth Attainment of Degree or Certificate
		Youth Diploma/Equivalent Rate
		Skill Attainment Rate

Federal Program	Report Cluster	Report Title
		Twelve Month Employment Retention Rate ETA 9148 (ARRA) ETA 9149 (ARRA) WIASRD – WIA Title 1-B Standard Record Data WIA National Emergency Grants
	ETA 9104	Grantee Identifying Information Total Participants
<b>American Reinvestment and Recovery Act (ARRA)</b>		ETA 9147 ETA 9148 ETA 9149
<b>EEO Reports</b>	EEO	Age/Disability Ethnicity/Race Adult/Dislocated Youth
<b>Other ETA Reports</b>		WIASRD file Data Validation Files

## D. Environments / Production Hosting

### *Requirements:*

- *Test / Development Environment*
- *Vendor is responsible for hosting and maintaining a secure and current development and test environment*
- *Vendor is responsible for all licensing (weblogic, oracle, ssl, OS, etc.) associated to test and development environment*
- *Test and Development environments are accessible by user communities through the Web for test, user acceptance, and training.*

Geographic Solutions maintains separate environments for development, quality assurance testing, training, and production during implementation and throughout the project lifecycle. We also maintain a separate reporting server to ensure that heavy reporting demands do not affect production activities.

### D.1 Test and Development Environments

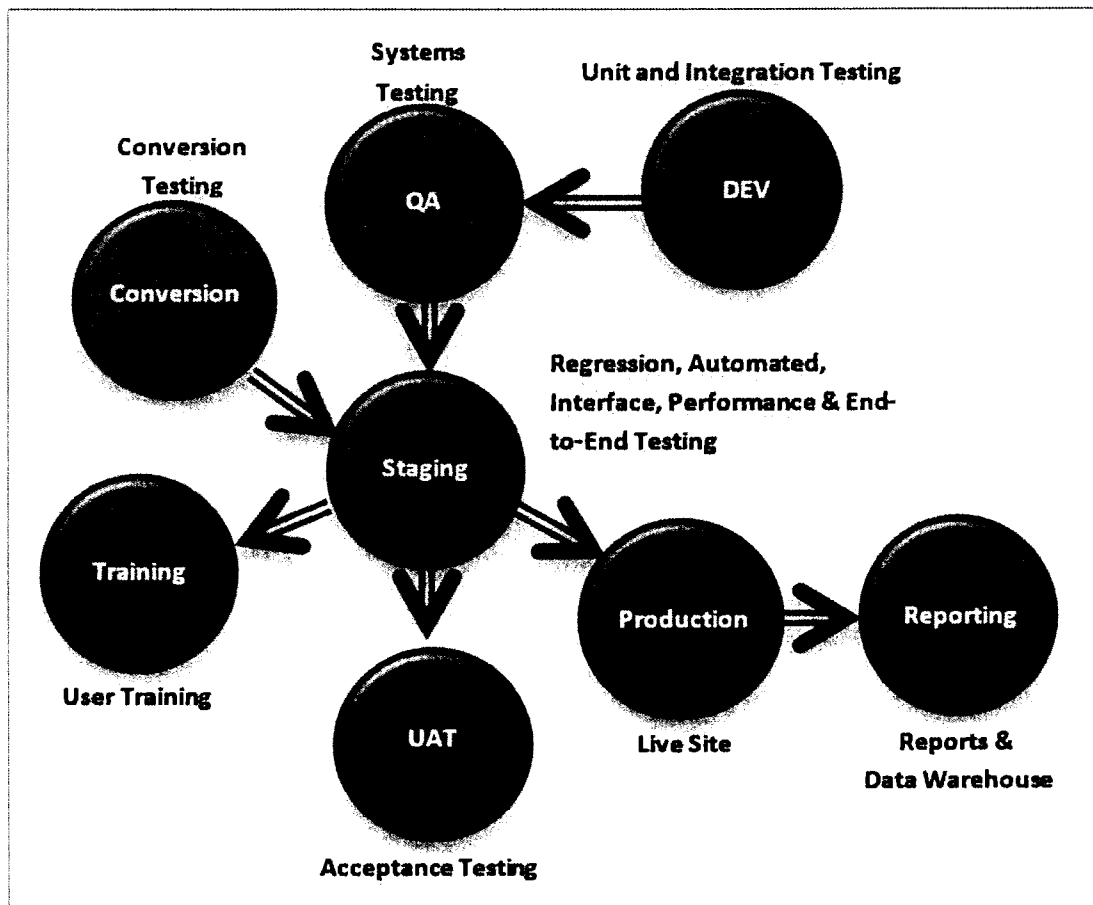
To ensure the stability of the production environment, Geographic Solutions will maintain a separate, isolated testing environment. Dedicated websites and databases, established for testing and user acceptance testing, are separate from the production systems. This provides proper operations and data segregation and prevents nonproduction users from corrupting production data or affecting the performance of the live system when training or testing is underway.

Geographic Solutions maintains the following isolated, but mutually supporting, environments:

Environment	Description
<b>Development (DEV)</b>	A site for Geographic Solutions developers to perform unit and integration testing (internal – no client access)
<b>Systems Testing (QA)</b>	A site for Geographic Solutions' QA staff to perform system testing (internal – no client access)
<b>User Acceptance Testing (UAT)</b>	A site for DRED/OWO and its partners to test the system, including specific fixes and changes
<b>Staging</b>	A site for DRED/OWO that contains a recent copy of production data and code at the time of last maintenance; used for automated testing, regression testing, interface testing, end-to-end testing and diagnosing data issues as well as performance testing

Environment	Description
Data Conversion	A temporary site for DRED/OWO to run conversion scripts and test converted data prior to Go Live
Training	A site for DRED/OWO staff to train on a production-like environment with training accounts and data
Production	The live site

The Geographic Solutions Development and QA Teams set the appropriate configuration for the system. After establishing each environment, we use normal source control and deployment control processing procedures to make updates until the sites are ready for regression testing. Once completed, we use the tested code set in staging to build the Training and Review environments for customer UAT training and customer UAT.



*Separate Environments and Change Promotion Scheme*

## D.2 Production Environment

---

### *Requirements:*

- *Production Environment*
  - *Vendor is responsible for hosting and maintaining a secure production environment.*
  - *DRED is responsible for Oracle 10g and Oracle Weblogic 10.3 Software licensing in production environment. VENDOR is responsible for all other licensing in the production environment.*
  - *Vendor provides comprehensive coverage for the entire infrastructure, including the Data centers, network, servers, equipment and operational processes.*
  - *Vendor has exceeded the target up-time for the hosting of the site is 98.5% of a 24-hour day, seven-days a week.*
  - *Vendor is responsible for receiving and responding to requests for Service on a 24-hours-per-day, seven-days-per-week basis.*
  - *Vendor is responsible for full System file level back-ups on a weekly basis as well as daily incremental backups on all 3 servers. Weekly full System backups will take place on the weekend outside of normal Monday to Friday business hours (8AM to 5PM). Weekly full System backups will be stored offsite for a period of 4 weeks. Daily incremental backups will be scheduled to run from Monday through Thursday and stored onsite and rotated on a weekly basis.*
  - *Vendor conforms to Hosting and Security requirement of the State.*
- 

Geographic Solutions would host the Production Environment of the proposed Virtual OneStop system in our secure Tier 4 data center in Tampa Bay (Florida). Our California data center would act as a disaster recovery site.

With Geographic Solutions hosting services for Virtual OneStop, no hardware or third-party software purchases are required. There is no requirement for a webmaster, system administrator, programmer, or database expert to support the system. Our staff provides all support, database services, and system updates. We establish service level agreements with our customers, designed to give the highest possible reliability and availability with robust data storage, retrieval, archive, and purge functions. Geographic Solutions' IT staff provides all support, database services, and system updates. We supply electronically transmitted daily extracts of the current production dataset to our clients for their internal data warehouse/reporting use.

We are dedicated to providing 24/7/365 service and exceptionally high service levels for our clients, with planned and agreed downtime that has minimal impact on business operations.

We schedule occasional downtime for agreed-upon maintenance after normal business hours. We notify the customer in advance of any scheduled downtime. Geographic Solutions will provide a minimum of 99% availability of servers for transactions by staff, exclusive of scheduled maintenance.

We subject all data on our servers to a daily, encrypted backup, and store all tape backups in a secure, safeguarded vault. For long-term storage, Geographic Solutions stores client data offsite with Archive America, a third-party vendor specializing in secure data storage.

The benefits of Geographic Solutions hosting services include:

**Optimized Hosting Service** – Geographic Solutions’ hosting environment is fine-tuned to host our software and provides rapid response times. The equipment has been specifically configured to work with Geographic Solutions’ software. The equipment is all new, state-of-the art, and capable of handling large volumes of data and users. We use special Dell EMC2 high-speed clustered data servers with external fiber connected disk arrays. These systems use fiber optics communications between multi-channel disk controllers for maximum speed and efficiency. High performance also is enhanced by our use of high-speed web servers that use network load balancing appliances to balance incoming IP traffic among multi-node clusters and control outbound traffic for best route destination path selection.

**Comprehensive Support Service** – Geographic Solutions’ SaaS package includes all the required systems administration and database administration services to keep a complex system running efficiently and effectively. Our personnel are experienced in operating the Virtual OneStop software. They continually monitor the system and perform periodic system health checks. We automatically monitor the application 24/7 to detect any errors and to ensure proactive solutions to any issues that arise. Our staff members take care of upgrades and deployment events as well as configuration management support for code changes and implementing service pack updates.

**Rapid Resolution of Issues** – When we host the software at our facility, Geographic Solutions can monitor systems for critical issues and immediately address any problems. We monitor hosted systems directly 24/7/365 for any network, hardware, software and operating system problems. Specially designed sensors and alarms alert support personnel immediately in the event of service degradation.

**Easy Upgrades** – Geographic Solutions periodically updates its sites with the latest version of its software that includes the most recent enhancements and fixes. For systems hosted by Geographic Solutions, this process involves the update of the website after normal business hours and immediate overnight regression testing of the new system. We address any problems immediately. This process is not immediate on systems hosted offsite.

**Multiple Environments Availability** – In addition to the production and reports environments, Geographic Solutions uses multiple separate internal environments specially designed for training and testing. This avoids exposing the production system and production data to unnecessary security risks.

**Full Redundancy and Disaster Recovery Capability** – The redundancy and clustering configuration used at our technical facilities for hosting a large system, effectively handles overload and balancing issues, ensuring 24/7 reliability and no loss of data. Geographic Solutions provides immediate data replication between hosting facilities on the east and west coasts. In case of disaster, we can switch operations immediately to the other data center with no loss of data or service.



Geographic Solutions can provide DRED/OWO administrators with access to a daily backup of the full database so they can run data analysis. Geographic Solutions uses a variety of formats and procedures for transferring system data to clients for their use and analysis. Standard file transfers in various formats can provide data needed for specific interface/client system needs. We can provide SQL database extracts for upload into client-hosted databases or warehouses (as well as a vendor-hosted data warehouse). These processes normally use SFTP to execute the transfer, by either pushing the output to a client FTP site or providing the client with a dedicated secure FTP site on the Geographic Solutions system. Nightly scheduled individual jobs support the process for creating these data files to ensure they do not interfere with normal high volume production activities.



## 1.1 OWO Staff Goals

---

### **Requirements:**

- *To maintain the existing case management system for which the state holds the source code and licensing.*
  - *To provide a flexible case management tool for staff to capture the required documentation needed for WIOA that can be updated/revised based on NH requirements*
  - *Meet the tracking, reporting, and follow-up requirements under the US DOL's performance measures for WIOA.*
  - *Provide WIOA service providers with accurate individual and aggregate tracking, reporting, and follow-up for WIOA programs.*
  - *In order to maximize fund utilization, performance measurements, and cross program reporting and interaction, OWO requires a System that will encompass, at a minimum, the following DOL programs: WIOA Adult, WIOA Dislocated Worker, WIAO Youth and WIOA emergency grant programs.*
  - *No less than ¾ FTE detailed to work on-site at OWO.*
- 

As described in previous sections, in place of maintaining the existing case management system, Geographic Solutions proposes replacing the system with our web-based, fully integrated Virtual OneStop system. Virtual OneStop is a proven system, currently used by 20 states and U.S. territories to manage Wagner-Peyser and WIOA programs and reporting. It would meet and exceed the goals of OWO's staff.

Virtual OneStop is a flexible case management tool for staff to capture the required documentation needed for WIOA that can be updated and revised based on New Hampshire's requirements. Geographic Solutions has unsurpassed experience in successfully implementing WIA case management systems and configuring the system to meet each client's specific needs, all within short timeframes. Our personnel have been creating future enhancements so the system is ready for WIOA and our focus is on ensuring our systems enable states to meet all federal and state reporting requirements.

As mentioned earlier, for many months, preparations have been underway to update Virtual OneStop so that our customers can take full advantage of the new opportunities WIOA will offer workforce agencies. Although we can anticipate many changes before the regulations are final, Geographic Solutions understands that WIA/WIOA will be fluid over the next several months as regulations are finalized and reporting requirements are defined. Since this is a large task, we have thoroughly prepared for the transition through a series of activities and system development, such as:

- The formation of a steering-committee of our state clients that represents a cross-section of the various business models and population size.
- The re-writing of the WIA application for WIOA to address changes in the legislation around eligibility, definitions of barriers, and changes in priority definitions.



- Developing screens to maintain current reporting data for PY 15 reporting, while adding data fields for new eligibility/barrier requirements.
- In-house meetings with business analysts and development teams to create architecture based on current and new screen elements.

Virtual OneStop meets the tracking, reporting, and follow-up requirements under the US DOL's performance measures for WIOA. Virtual OneStop is a highly robust solution for the collection, management, and reporting of data as required by the United States Department of Labor (USDOL) for WIA/WIOA case management and reporting. In addition, the system would provide a fully integrated, secure, and adaptable solution that would significantly improve the overall service delivery and tracking of workforce services in the state.

Geographic Solutions has been producing federal reports on U.S. Department of Labor programs at the state and local level for fifteen years. In 2001 we were the first company to be certified as not having any significant edits by Social Policy Research Associates on our WIASRD file used for federal reporting.

Virtual OneStop provides WIA/WIOA service providers with accurate individual and aggregate tracking, reporting, and follow-up for WIOA programs. Our workforce solutions are nationally recognized as being the most comprehensive, flexible, and cost effective solutions available. Virtual OneStop is designed with a user-friendly interface for staff and management at one-stop centers. The system provides counselors, case managers, and other supervisory staff members the ability to create, track, share, and report information for multiple programs, including Workforce Investment Act (WIA) Title III, WIA Title IV, Adult Dislocated Worker, Youth WIA Title I, and emergency grants (NEG). Our extensive experience with these workforce programs and our long-standing association with leaders in the industry have qualified us to address the changes required by the newly adopted WIOA.

In order to maximize fund utilization, performance measurements, and cross program reporting and interaction, Virtual OneStop encompasses, at a minimum, WIOA Adult, WIOA Dislocated Worker, WIAO Youth and WIOA emergency grant programs. Virtual OneStop's WIA case management functionality has been continually enhanced over the 14 years it has been offered commercially. This leading-edge software will be a highly effective, accurate workforce system for staff at WIOA Service Centers throughout the state and would be an efficient data compliance and federal reporting system for DRED/OWO.

Our staff includes experts on the implementation and reporting requirements of WIA/WIOA, as well as the Wagner-Peyser Act, Veterans programs, Trade Adjustment Assistance (TAA), Reemployment Eligibility Assessment (REA), Emergency Unemployment Compensation/Reemployment Services (EUC-RES), and Work Opportunity Tax Credit (WOTC). We have been intimately involved in these programs since 1998 and have subject matter experts that have been with the company for this entire time.

## 2.1 Delivery of Services / Solution

*Requirement 2.1: Respondents must articulate in detail how:*

- how the project will be staffed; and
- proposed cost for each component of service - must identify monthly and annual costs separately

### 2.1.1 Staffing of Project

By using Virtual OneStop, there is no requirement for a webmaster, system administrator, programmer, or database expert to support the system. Geographic Solutions' staff provides all support, database services, and system updates.

Geographic Solutions' has 211 full-time business and technical staff who have years of experience successfully collaborating with government stakeholders, including the departments of labor and employment in 30 states and territories. Our dedicated staff have decades of combined experience in workforce development, case management, labor market information, and unemployment insurance systems. Because a majority of the staff at Geographic Solutions comes from the workforce industry, we can assure DRED/OWO that we bring relevant business understanding to all our projects, in addition to superior IT expertise.

Our project team consists of experienced professionals who have an intimate understanding of the national workforce system. Many team members have worked for career centers throughout the country and 20 of our project managers and business analysts have worked for state or local workforce agencies.

**"It was never about selling a product. Geographic Solutions' staff members are genuinely concerned with our needs and how they will address them. Geographic Solutions shows an ongoing genuine respect for and interest in our needs. We could not have asked for better Geographic Solutions' representatives."**

**-Ryan J.S. Topasna,  
Systems and Programming  
Administrator – GUAM's  
Agency for Human  
Resources Development.**

Our staff's primary focus is the assessment of client needs and the subsequent development of the right solution that is on target with the client's requirements. They also work with clients to establish a realistic project timeline so that an assignment of priorities will coordinate with the client's schedule and expectations.

Our team of technical managers, project managers, and business analysts is key to our success in implementing case management and workforce system solutions. Our team members specialize in specific areas of federal workforce programs, unemployment insurance (tax and benefits), labor market information, labor exchange, and one-stop functionality, such as job orders, Wagner-Peyser, WIA, TAA reporting, etc. Other staff groups specialize in WIA/WIOA, TAA, TANF, SNAP, and other federal programs.



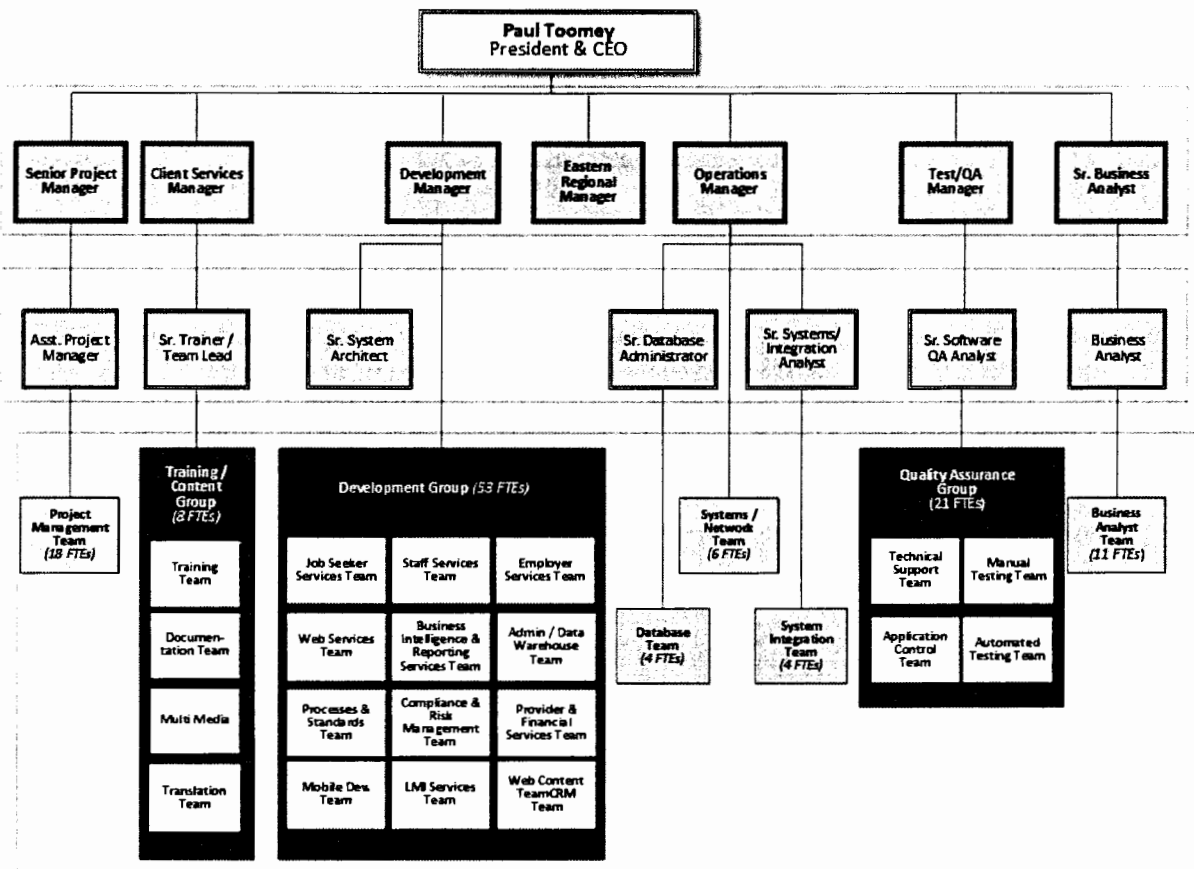
We have experienced developers who specialize in building case management systems and at the minimum, our project managers and business analysts each have at least five years of field experience at the state and local levels. Our staff's expertise in specific areas of workforce and systems allows them to work effectively as partners with our clients. All our teams work together to ensure that we complete and deliver our solutions to the client on time.

## 2.1.2 Project Team

As a Virtual OneStop client, Geographic Solutions would assign DRED/OWO a senior-level project manager to serve as the primary point of contact for DRED/OWO's project manager(s), key staff, and stakeholders. The Geographic Solutions' project manager will oversee and manage the operations of the contract and will be responsible for the overall communication of the project. The project manager will create a detailed project plan with checkpoints and milestones in place. Our project manager will carefully manage each phase of the project and will coordinate all of the project activities, technical processes, and team resources. Not only does Geographic Solutions' project manager manage the implementation of the system, the project manager also manages the project throughout the life of the system. Geographic Solutions' project team would handle any upgrades, maintenance, enhancements, or system issues so that DRED/OWO will not have to expend its internal resources on managing and supporting the system. We will do what we do best so that DRED/OWO can do what it does best.

By using our Virtual OneStop solution, DRED/OWO has access to Geographic Solutions' entire experienced and talented team. Our project team is divided into smaller teams that focus on specific development aspects of creating a successful case management and reporting system. Geographic Solutions' project teams will handle a variety of roles that will be outlined in a project plan, detailing each team's tasks and responsibilities. Additionally, each team has a set of proven, well-documented processes that Geographic Solutions will customize to fit DRED/OWO's specific needs. The project manager will present these to DRED/OWO at various phases of the project.

The following organizational chart illustrates our various departments and technical concentrations. If DRED/OWO would like to explore our solution further, Geographic Solutions would provide a more detailed organizational chart, along with the names and resumes of key team members.



*Geographic Solutions' Team Structure*

## 2.1.3 Proposed Cost

Geographic Solutions' system pricing varies, depending on the modules and features selected. Virtual OneStop is a COTS solution with more than 50 individual modules. Geographic Solutions can craft a unique system, designed to meet the individual needs of DRED/OWO. We can add any requested modules at the time of system implementation and at any time afterward. With this flexibility, DRED/OWO can keep costs within budget by purchasing modules only when they are needed and fiscally appropriate.

The annual license includes unlimited use of the software, application hosting, maintenance, compliance with federal reporting changes, and annual upgrades. One-time setup fees generally vary for the size of each state, for all implementation services, including data conversion and staff training.

Our solutions typically are priced lower than those of other vendors and with our modular structure, clients of all sizes and budgets can find a customized solution to meet their specific business and budgetary needs. As well, because our modules are built already, DRED/OWO would not incur the significant additional costs and time involved with developing a new system or maintaining an existing system. The operations and support model that we propose is the best solution to manage costs on a long-term basis.

## 2.2 Contractor Capacity / Experience

*Requirement: Respondents must provide a detailed summary of organizational capacity and experience in providing the specific services identified in this RFI.*

Geographic Solutions has been a leader in government workforce development systems since we created the world's first comprehensive LMI system in 1994. We provide systems for workforce case management, labor market information (LMI), labor exchange, unemployment insurance, and federal reporting. In the last 21 years, we have successfully implemented more than 75 Internet-based case management and workforce development systems for agencies in 30 states and territories. As a testament to our devotion to customer satisfaction and superior project management, 17 of our clients have had active contracts with us for over 10 years.

### 2.2.1 Providing Similar Solutions to State Governments

Geographic Solutions' experience in providing web-based workforce development, case management, tracking, and reporting systems to state governments is unsurpassed by any other vendor in the United States. We have implemented 18 state-level case management systems that met similar goals to the Office of Workforce Opportunity. We delivered all on time and within budget. They are as follows:

DCNetworks - District of Columbia Department of Employment Services	HireNet Hawaii - Hawaii Department of Labor & Industrial Relations	EmployRI Network Online - Rhode Island Department of Labor & Training
Louisiana HiRE- Helping individuals Reach Employment - Louisiana Workforce Commission	Wyoming at Work - Wyoming Department of Workforce Services	North Dakota Workforce Connection (JobsND) -Job Service of North Dakota
SC Works Online Services - South Carolina Department of Employment and Workforce -	Maryland Workforce Exchange - Maryland Department of Labor, Licensing & Regulation	V.I. Electronic Workforce System (VleWS) - Virgin Islands Department of Labor
New Mexico Workforce Connection - New Mexico Department of Workforce Solutions	Georgia Work Ready Online Participant Portal (GWROPP) - Georgia Governor's Office of Workforce Development	Jobs4TN Online - Tennessee Department of Labor & Workforce Development - Division of Employment Security
NCWorks Online - North Carolina Department of Commerce	NEWorks - Nebraska Department of Labor	HireGuam - Guam Agency for Human Resources Development
Employ Florida Marketplace - Florida Department of Economic Opportunity (DEO)/CareerSource Florida	California Workforce Services Network (CalJOBS) - California Employment Development Department (EDD)	Virginia Workforce Connection - Virginia Community College System and the Virginia Employment Commission (VEC)

### 2.2.2 Organizational Capacity

Geographic Solutions is a privately held corporation, incorporated in the state of Florida. Established in 1992 and incorporated in January of 1994, we have corporate and technical offices in Palm Harbor, Florida, just west of Tampa. Our western office is located in Salinas, California. We have 211 full-time employees, all based in the United States.

Geographic Solutions only business is workforce development and we have been closely involved in federal workforce programs since 1992. Our experience includes the Workforce Investment Act (WIA), Wagner-Peyser (WP), Veterans programs, Trade Adjustment Assistance (TAA), Reemployment Eligibility Assessment (REA), and other related federal programs. We have several subject matter experts in these fields who have been with the company for over 10 years.

Our extensive experience over the last 20 years has enabled us to develop and perfect our policies, procedures, and standards to ensure our implementations are successful, on time, and on budget. Our high-quality solutions consistently receive heavy user traffic and are recognized nationally as the best in the country.

### 2.2.3 Type of Services Performed

Virtual OneStop has been a part of Geographic Solutions' software offerings since 1998. The system is composed of modules providing case management, reporting, and interfaces for data sharing as well as universal access for job seekers, employers, and labor exchange services. We continue to rely on our expertise to develop, implement, manage, and enhance systems for local partnerships and workforce investment boards nationwide. Our areas of expertise are as follows:

**Design:** Geographic Solutions' experienced design team produces modern websites focused on workforce service delivery. Our Virtual OneStop's design is adaptable to keep pace with regulation changes and technology advancements.

**Project Management:** Geographic Solutions uses a well-developed project management methodology that would ensure OWO of a system implementation that is on time and on budget. We established and refined a methodology based on Agile principles, using a waterfall approach. We call our methodology Geographic Solutions Rapid Integrated Development (GRID) and it covers all the phases of a project necessary for rapid integrated development, change control, and deployment. GRID is a proven methodology that has provided several years of successful project delivery.

**Software Development:** As mentioned above, Geographic Solutions has extensive experience in developing web-based case management systems throughout the United States. In 1995, we developed the first COTS labor market information system. We expanded the COTS system in 1999 to create the first integrated Wagner-Peyser and WIA service delivery and reporting system. In 2012, we expanded the system to include unemployment insurance (UI) benefits and UI tax. As an experienced Microsoft technology provider, Geographic Solutions is part of the Microsoft Certified Partner network. Microsoft characterizes these companies as leading edge, experienced, and endorsed by Microsoft. This worldwide program requires that Microsoft Certified Professionals are on staff or the firm has experience with eligible software or hardware products.

**Implementation:** Geographic Solutions has a rich history of implementing COTS solutions for the public workforce industry. Since 1994, Geographic Solutions has demonstrated a consistent track record of implementing our solutions on time and on budget. We build our systems on existing, proven



technology, offering the same, easy-to-use interface recognized by state and local staff and end users in 30 states across the country. We implement our solutions using a well-documented proven process.

**Legacy Workforce Data Conversion:** Geographic Solutions possesses unequalled expertise in providing custom conversion and integration of legacy workforce development information systems. We have extensive experience with conversion of large volumes of workforce data from federal (WIA, Wagner-Peyser, LMI, Welfare, Veterans, and TAA) and state programs, as well related partner agencies

**Systems Integration:** Geographic Solutions' systems integration team includes experienced interface specialists. We have developed and managed mission-critical batch and web service interfaces with legacy government human services, workforce, unemployment, and accounting systems. This focus and experience allows us to provide highly effective software and support services.

**Federal Reporting:** Geographic Solutions has assisted our clients in producing federal reports since 2001. Our standard reports and ad hoc capabilities meet all federal reporting requirements for WIA, WIAO, WP, veteran programs, the migrant seasonal farm worker program, reemployment services, UI tax and benefits, TAA, SNAP, and Trade, and is set to meet WIAO requirements when introduced by the US DOL. All agencies using our systems are able to produce accurate and timely Department of Labor Employment and Training Administration federal reports.

**Training:** Geographic Solutions has an outstanding record of providing training and knowledge transfer support for customers across the country. Our Training Team has experience using and implementing our systems in many different workforce development settings. Our approach is to emphasize real-world examples in "hands on" classroom exercises and workshops, using the latest computer hardware and software technology. Our training team is skilled at developing custom curriculum for train-the-trainer and direct staff training. Our documentation team develops comprehensive user manuals to ensure that all user types thoroughly understand how to use our products.

**Software-as-a-Service:** In 1999, Geographic Solutions introduced the first hosted services model for state workforce solutions, known as the Virtual OneStop annual subscription. Today, we host more than 55 workforce systems in our linked data centers in Tampa Bay, Florida and Sacramento, California. With Geographic Solutions hosting services, no hardware or third-party software purchases are required. There is no requirement for a webmaster, system administrator, programmer, or database expert to support the system. Our staff provides all support, database services, and system updates.

**Customer Service and Support –** Geographic Solutions has provided exceptional customer support and system maintenance for over 20 years. Our overall customer service approach and philosophy is to become a partner with our clients in improving the workforce system in their state. Geographic Solutions is in constant communication with our clients through our Online Project Communication (OPC) system, via phone, email, etc. We maintain communication during our frequent conference calls with our user community where we review best practices, federal program changes, and future enhancements.



## Heuser, Jacqueline

---

**From:** Kelly Hedges x592 <khedges@geosolinc.com>  
**Sent:** Friday, May 08, 2015 3:24 PM  
**To:** Heuser, Jacqueline  
**Cc:** Lynn Hatfield  
**Subject:** Geographic Solutions' response to RFI 2015-160  
**Attachments:** Geographic\_Solutions\_Cover\_Letter.pdf; Geographic\_Solutions\_Response\_RFI\_2015-160.pdf

Hello Ms. Heuser,

Attached is Geographic Solutions' response to the DRED/OWO RFI for Baseline Administration, Maintenance, Support, and Application Hosting (RFI 2015-160). Please let me know if you have any issues with the files.

Thank you,

**Kelly Hedges**

*Proposal Manager*

727.786.7955 ext. 592 | 727.786.5871 fax | [khedges@geosolinc.com](mailto:khedges@geosolinc.com)  
1001 Omaha Circle, Palm Harbor, FL 34683 | [geographicsolutions.com](http://geographicsolutions.com)



**Click Here to Register!**

**12<sup>th</sup> Annual Geographic Solutions  
Workforce Technology Conference**

**June 23-26, 2015**

**Monterey, CA**

*The information contained in this message may be privileged, confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.*



# 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 Hewlett-Packard State & Local Enterprise Services, Inc. a(n) Illinois corporation, is authorized to transact business in New Hampshire and qualified on March 18, 2004. 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 11<sup>th</sup> day of May, A.D. 2015

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

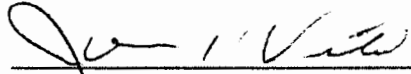
William M. Gardner  
Secretary of State



## OFFICER'S CERTIFICATE

I, John H. Vestal, as an Assistant Secretary of Hewlett-Packard State & Local Enterprise Services, Inc., a Illinois corporation (the "Corporation"), do hereby certify that Steve Tolbert is a duly elected and presently acting Vice President of the Corporation, effective as of January 20, 2015, and has been granted signature authority on behalf of the Corporation for contracts, agreements and other documents and instruments and the same remains in full force and effect as of this date and has not been rescinded.

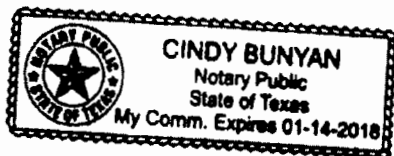
IN WITNESS HEREOF, the undersigned has executed this Certificate on this 27<sup>th</sup> day of January, 2015.

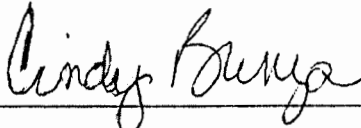
  
\_\_\_\_\_  
John H. Vestal, Assistant Secretary  
Hewlett-Packard State & Local Enterprise Services, Inc.

STATE OF TEXAS  
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared John H. Vestal, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be an Assistant Secretary of Hewlett-Packard State & Local Enterprise Services, Inc. and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said corporation.

Given under my hand and seal of office this 27<sup>th</sup> day of January, 2015.



  
\_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2014

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

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

<b>PRODUCER</b> Marsh Risk and Insurance Services, Inc. CA License #0437153 777 S. Figueroa Street Los Angeles, CA 90017		<b>CONTACT NAME:</b> Andrew Fraser	
		<b>PHONE (A/C, No, Ext):</b> 617-970-8984	<b>FAX (A/C, No):</b>
		<b>EMAIL ADDRESS:</b> andrew.fraser@hp.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Old Republic Insurance Co.	
		<b>INSURER B:</b> Tall Tree Insurance Co	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MWZY 302782	9/30/2014	9/30/2015	EACH OCCURRENCE \$ 2,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,500,000 GENERAL AGGREGATE \$ Not Applicable PRODUCTS - COM/OP AGG \$ Not Applicable \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> LEASED <input type="checkbox"/>			MWTB 302386	9/30/2014	9/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			470-1XL0096 ***XS 2.5M SIR*** ***OR UNDERLYING POLICY***	9/30/2014	9/30/2015	EACH OCCURRENCE \$ 500,000 AGGREGATE \$ 500,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (MANDATORY IN NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC 302780 00 "As respects WC only, all states, except CA, WA, OH and Monopolistic States"	9/30/2014	9/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
							Check box if Certificate Holder requests the following: Additional Insured: <input type="checkbox"/> Waiver of Subrogation: <input type="checkbox"/>

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

Contract 2012-006 NH Electronic Tracking Eligibility Assessment Management Solution (ETEAMS)

**CERTIFICATE HOLDER**New Hampshire Department of Resource and Economic Development  
172 Pembroke Road  
Concord, NH 03302-1856**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

© 1988-2010 ACORD CORPORATION. All rights reserved.







G & C 6/22/11 # 73

STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
**OFFICE OF THE COMMISSIONER**

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

June 3, 2011

His Excellency Governor John H Lynch  
And the Honorable Executive Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity, to enter into a **sole source** contract with Hewlett-Packard State & Local Enterprise Services, Inc. (VC #203590), Vancouver, WA in the amount of \$2,185,412.63 for administration, maintenance, support and hosting of the Customer's New Hampshire Workforce Investment Act Small State Reporting System (E-TEAMS) effective July 1, 2011 or upon Governor and Council approval, whichever is latest, through June 30, 2016. **100% Federal Workforce Investment Act (WIA) Funds.**

Funding is available in account titled, Workforce Opportunity, as follows and pending budget approval for Fiscal Years 2012 through 2016:

03-35-35-3500100-53360000-102-500731 Contracts for Program Services:

<u>FY12</u>	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>
\$426,708.67	\$431,809.95	\$436,994.53	\$442,265.34	\$447,634.14

**EXPLANATION**

This is a sole source contract based on the substantial investment of the State Workforce Investment Board in the development of a customized Workforce Investment Act (WIA) participant case management system specific to USDOL requirements for tracking and reporting on WIA eligible participant services. For major WIA service contracts, efficiency in operation and effective management of management information systems is a paramount policy consideration for the State Workforce Board, as a disruption in service would adversely affect program clientele, and/or result in substantial additional costs to purchase and/or operate a new system. The WIA case management system requires significant training and program management experience and understanding, along with sufficient resources to ensure the quality and timeliness of customer performance management information tracking and reporting.

In executing its responsibilities as the Administrative Entity for Workforce Investment Act Adult and Dislocated Worker funds the State Workforce Board, through the Office of Workforce Opportunity, DRED has contracted with Hewlett-Packard State & Local Enterprises, Inc. to administer, maintain and support the WIA customer case management system required under federal regulation for the tracking and reporting on WIA services consistent with all the conditions and terms of the contract, and all applicable federal and state laws, regulations and requirements.

The Attorney General's Office has approved this contract as to form, substance and execution.

Respectfully submitted,

George M. Bald, Commissioner





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)

S. William Rogers  
*Commissioner*

June 2, 2011

Commissioner George Bald  
State of New Hampshire  
Department of Resources and Economic Development  
172 Pembroke Road  
Concord, NH 03302-1856

Dear Commissioner Bald:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Hewlett-Packard State and Local Services, Inc. (VC #203590) of Vancouver, WA, described below and referenced as DoIT No. 2012-006.

To contract with Hewlett-Packard State and Local Services, Inc. for administration, maintenance, support, and hosting of the New Hampshire Workforce Investment Act Small State Reporting System (E-TEAMS). The contract shall be in effect from July 1, 2011 through June 30, 2016, and the amount shall not exceed \$2,185,412.63.

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

Sincerely,

S. William Rogers

SWR/lrm  
DoIT 2012-006

cc: Leslie Mason, Bureau of Finance & Administration, Contracts Manager for DoIT  
Jackie Heuser, DRED WOC



**STATE OF NEW HAMPSHIRE DEPT. OF RESOURCES & ECONOMIC DEVELOPMENT  
E-TEAMS CONTRACT 2011-100 AGREEMENT- PART 1**

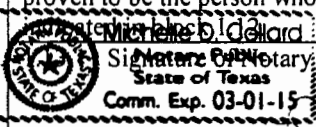
Subject: E-Teams Contract with Hewlett-Packard State & Local Enterprise Services, Inc.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Dept. of Resources & Economic Development Office of Workforce Opportunity		1.2 State Agency Address 172 Pembroke Road PO Box 1856 Concord, NH 03302-1856	
1.3 Contractor Name Hewlett-Packard State & Local Enterprise Services, Inc.		1.4 Contractor Address 18110 SE 34 <sup>th</sup> Street Vancouver, WA 98683	
1.5 Contractor Phone Number 617-970-8984	1.6 Account Number 010-035-5336-103-502664	1.7 Completion Date 6/30/2016	1.8 Price Limitation \$2,185,412.63
1.9 Contracting Officer for State Agency  Jackie Heuser, Director		1.10 State Agency Telephone Number  603-271-7275	
1.11 Contractor Signature  <i>Richard Tonkovich</i>		1.12 Name and Title of Contractor Signatory  Richard Tonkovich, HP State & Local East District Manager	
1.13 Acknowledgement: State of <u>TEXAS</u> , County of <u>COLLIN</u> On <u>5/27/11</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity of <u>Richard Tonkovich</u>  Signature of Notary Public or Justice of the Peace <u>Michelle D. Collard</u> [Seal] 1.13.2 Name and Title of Notary or Justice of the Peace  <u>MICHAEL D. COLLARD</u>			
1.14 State Agency Signature  <i>George M. Bald</i>		1.15 Name and Title of State Agency Signatory  George M. Bald, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution)  By: <i>[Signature]</i> On: <u>6/1/2011</u>			
1.18 Approval by the Governor and Executive Council  By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

## 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### **15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT-PART 2**

**TABLE OF CONTENTS**

<b>TERMS AND DEFINITIONS .....</b>	<b>3</b>
<b>1. CONTRACT DOCUMENTS.....</b>	<b>11</b>
1.1 CONTRACT DOCUMENTS .....	11
1.2 ORDER OF PRECEDENCE .....	12
1.3 CONTRACT TERM.....	12
<b>2. COMPENSATION .....</b>	<b>12</b>
2.1 CONTRACT PRICE .....	12
2.2 NON-EXCLUSIVE, FIXED PRICE CONTRACT .....	12
<b>3. CONTRACT MANAGEMENT.....</b>	<b>13</b>
3.1 HPSL CONTRACT MANAGER.....	13
3.2 HPSL PROJECT MANAGER.....	13
3.3 HPSL KEY PROJECT STAFF.....	14
3.4 STATE CONTRACT MANAGER .....	15
3.5 STATE PROJECT MANAGER .....	15
3.6 REFERENCE AND BACKGROUND CHECKS .....	16
<b>4. DELIVERABLES .....</b>	<b>16</b>
4.1 VENDOR RESPONSIBILITIES .....	16
4.2 DELIVERABLES AND SERVICES .....	16
4.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE .....	16
4.4 SYSTEM/SOFTWARE TESTING AND ACCEPTANCE.....	17
4.5 SECURITY .....	17
<b>5. SOFTWARE.....</b>	<b>17</b>
5.1 ETEAMS SOFTWARE AND DOCUMENTATION .....	17
5.2 ETEAMS SOFTWARE SUPPORT AND MAINTENANCE .....	17
5.3 RESTRICTIONS.....	18
5.4 TITLE .....	18
<b>6. WARRANTY.....</b>	<b>18</b>
<b>7. SERVICES.....</b>	<b>18</b>
7.1 ADMINISTRATIVE SERVICES .....	18
7.2 IMPLEMENTATION SERVICES .....	18
7.3 TESTING SERVICES.....	18
7.4 TRAINING SERVICES.....	18
7.5 MAINTENANCE AND SUPPORT SERVICES.....	18
<b>8. WORK PLAN DELIVERABLE.....</b>	<b>19</b>
<b>9. CHANGE ORDERS .....</b>	<b>19</b>
<b>10. INTELLECTUAL PROPERTY.....</b>	<b>20</b>

---

2012-006 ETEAMS Contract Agreement-Part 2

Initial All Pages:

Hewlett-Packard State & Local Enterprise Services, Inc.'s initials: RS 5/25/2011 Page 1 of 31

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT-PART 2**

10.1	STATE'S BUSINESS .....	20
10.2	HPSL'S MATERIALS .....	20
10.3	COPYRIGHT .....	21
10.4	CUSTOM SOFTWARE SOURCE CODE .....	21
10.5	SURVIVAL.....	21
<b>11.</b>	<b>USE OF STATE'S INFORMATION, CONFIDENTIALITY.....</b>	<b>21</b>
11.1	USE OF STATE'S INFORMATION .....	21
11.2	STATE CONFIDENTIAL INFORMATION.....	21
11.3	HPSL CONFIDENTIAL INFORMATION.....	22
11.4	SURVIVAL.....	22
<b>12.</b>	<b>LIMITATION OF LIABILITY.....</b>	<b>22</b>
<b>13.</b>	<b>TERMINATION .....</b>	<b>24</b>
13.1.3	NO REMEDY CONFERRED UNDER THE CONTRACT IS INTENDED TO BE EXCLUSIVE OF ANY OTHER 24	
<b>14.</b>	<b>CHANGE OF OWNERSHIP.....</b>	<b>26</b>
<b>15.</b>	<b>ASSIGNMENT, DELEGATION AND SUBCONTRACTS .....</b>	<b>26</b>
<b>16.</b>	<b>DISPUTE RESOLUTION.....</b>	<b>27</b>
<b>17.</b>	<b>ESCROW OF CODE.....</b>	<b>28</b>
<b>18.</b>	<b>GENERAL PROVISIONS.....</b>	<b>28</b>
18.1	TRAVEL EXPENSES .....	28
18.2	SHIPPING AND DELIVERY FEE EXEMPTION .....	28
18.3	PROJECT WORKSPACE AND OFFICE EQUIPMENT .....	28
18.4	ACCESS/COOPERATION .....	28
18.5	REQUIRED WORK PROCEDURES.....	29
18.6	COMPUTER USE.....	29
18.7	EMAIL USE .....	29
18.8	INTERNET/INTRANET USE .....	30
18.9	REGULATORY GOVERNMENT APPROVALS.....	30
18.10	FORCE MAJEURE.....	30
18.11	INSURANCE.....	30
18.12	EXHIBITS .....	30
18.13	VENUE AND JUSTIFICATION .....	31
18.14	SURVIVAL.....	31

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT-PART 2**

**TERMS AND DEFINITIONS**

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agreement</b>	A Contract duly executed and legally binding.
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
<b>CCP</b>	Change Control Procedures
<b>CR</b>	Change Request
<b>CM</b>	Configuration Management
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal process for initiating changes to the proposed solution or processes once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT-PART 2

<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section I.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor 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> )
<b>Contracted Vendor</b>	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted Vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this Project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor specifically for this Project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	<p>A failure, Deficiency or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor</p>

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT-PART 2**

	reworking and do not require re-performance of the Service.
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>DOLETA</b>	Department of Labor Employment and Training Administration
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>ELMI</b>	NH Economic and Labor Market Information Bureau.
<b>ETEAMS</b>	Name of the case management application. Electronic Tracking Eligibility Assessment Management Solution.
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
<b>FTE</b>	Full Time Employee
<b>FTP</b>	File Transfer Protocol. Refers to a file sharing site located on the States productions servers.
<b>Fully Loaded</b>	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
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT-PART 2**

<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>JIRA</b>	HPSL Helpdesk Request and Ticket Tracking Tool.
<b>Key Project Staff</b>	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Non Exclusive Contract</b>	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.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other
<b>Normal Business Hours</b>	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. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality

2012-006 ETEAMS Contract Agreement-Part 2

Initial All Pages:

Hewlett-Packard State & Local Enterprise Services, Inc.'s initials: RJ 5/25/2011 Page 6 of 31

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT-PART 2**

<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project
<b>Proposal</b>	The submission from a Vendor in response to the Request For Proposal or statement of work
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of Reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for Review of a Deliverable. If none is specified then the Review period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>SAR</b>	Service Action Request. Name for individual tickets in JIRA
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Service Level Agreement (SLA)</b>	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All custom Software and E-TEAMS Software provided by the Vendor under the Contract
<b>Software Deliverables</b>	E-TEAMS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT-PART 2**

	and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Resources & Economic Development Office of Workforce Opportunity 172 Pembroke Road PO Box 1856 Concord, NH 03302-1856
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	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 <u>RSA Chapter 91-A</u>
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Project Leader</b>	State's representative with regard to Project oversight
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of Specifications of the Contract Agreement.
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT-PART 2**

	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.
<b>Term</b>	Period of the Contract from the Effective Date through June 30, 2016.
<b>Transition Services</b>	Services and support provided when the contracted Vendor is supporting system changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	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.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor/Contractor</b>	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Walk Through</b>	A step-by-step Review of a Specification, usability features or design before it is handed off to the technical team for development
<b>Warranty Period</b>	A period of coverage during which the contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the contract.
<b>Warranty Releases</b>	Code releases that are done during the Warranty Period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>WIASRD</b>	Workforce Investment Act Standardized Record Data. This is a comprehensive flat file that contains data on the individual participants and is submitted to DOLETA on a quarterly basis.
<b>Work Hours</b>	Vendor 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 <i>at least</i> thirty (30) minutes be taken after five (5) consecutive hours of work.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT-PART 2**

	detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT-PART 2**

This Contract is by and between the State of New Hampshire, acting through the Department of Resources & Economic Development, Office of Workforce Opportunity ("State"), and Hewlett-Packard State & Local Enterprise Services, Inc. HPSL ("HPSL"), having its principal place of business at 18110 SE 34<sup>th</sup> Street, Vancouver, WA, 98683.

This Contract covers the performance of Services staffed with HPSL's professionals to be used primarily for Baseline Administration, Maintenance, Support, and Application Hosting of the State's Workforce Investment Act Small State Reporting System (E-TEAMS) for the period commencing on July 1, 2011 and continuing through June 30, 2016.

**RECITALS**

The State desires to have HPSL provide Baseline Administration, Maintenance, Support, and Application Hosting of the State's E-TEAMS, and associated Services for the Department of Resources & Economic Development, Office of Workforce Opportunity;

HPSL wishes to provide Baseline Administration, Maintenance, Support, and Application Hosting of the State's E-TEAMS, 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. Part 1 – State Terms and Conditions contained in the Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated Exhibits
  - Exhibit A- Contract Deliverables
  - Exhibit B- Price and Payment Schedule
  - Exhibit C- Special Provisions
  - Exhibit D- Administrative Services
  - Exhibit E- Implementation Services
  - Exhibit F- Testing Services
  - Exhibit G- Maintenance and Support Services
  - Exhibit H- Requirements- Contractor Responses
  - Exhibit I- Work Plan
  - Exhibit J- Software License and related Terms
  - Exhibit K- Warranty and Warranty Services
  - Exhibit L- Training Services
  - Exhibit M- Agency RFP with Addendums, by reference
  - Exhibit N- Contractor Proposal, by reference
  - Exhibit O- Certificates and Attachments

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT-PART 2**

**1.2 Order of Precedence**

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1, except as specifically noted in Contract Agreement – Part 2.
- b. *General Contract Requirements* in Part 2 and Part 3
- c. State of New Hampshire, the Department of Resources & Economic Development, Office of Workforce Opportunity Contract 2012-006

**1.3 Contract Term**

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through June 30, 2016.

HPSL shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require HPSL to commence work prior to the Effective Date; however, if HPSL commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of HPSL. In the event that the Contract does not become effective, the State shall be under no obligation to pay HPSL for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

**2. COMPENSATION**

**2.1 Contract Price**

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

**2.2 Non-Exclusive, FIXED PRICE Contract**

This is a Non-Exclusive, Firm Fixed Price (FFP) Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. HPSL shall not be responsible for any delay, act, or omission of such other contractors, except that HPSL 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 HPSL.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT-PART 2**

**3. CONTRACT MANAGEMENT**

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

**3.1 HPSL Contract Manager**

HPSL shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. HPSL's Contract Manager is:

Andrew Fraser  
Customer Program/Project Manager  
424 Fox Hollow Way  
Manchester, NH 03104  
Tel: 617-970-8984  
Fax:  
Email:andrew.fraser@hp.com

**3.2 HPSL Project Manager**

**3.2.1 Contract Project Manager**

HPSL shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the Part 2 and Part 3 of the contract. HPSL's selection of the HPSL 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 HPSL Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of HPSL's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

**3.2.2** HPSL Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as HPSL's representative for all administrative and management matters. HPSL'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. HPSL'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. HPSL's Project Manager must work diligently and use his/ her best efforts on the Project.

**3.2.3** HPSL shall not change its assignment of HPSL Project Manager without providing the State written justification and obtaining the prior written approval of the State. Prior written approval is not necessary for replacing Project Manager for reasons beyond HPSL's reasonable control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. State approvals for replacement of HPSL's Project Manager shall not be unreasonably withheld. The

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT-PART 2**

replacement Project Manager shall have comparable or greater skills than HPSL Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in Part 2 and Part 3 of the Contract Agreement) and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. HPSL shall assign a replacement HPSL Project Manager within ten (10) business days of the departure of the prior HPSL Project Manager, and HPSL shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim HPSL Project Manager.

3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare HPSL in default and pursue its remedies at law and in equity, if HPSL fails to assign a HPSL Project Manager meeting the requirements and terms of the Contract.

3.2.5 The HPSL Project Manager is:  
Andrew Fraser, PMP  
Customer Program/Project Manager  
424 Fox Hollow Way  
Manchester, NH, 03104  
Tel :(617)-970-8984  
Email: [andrew.fraser@hp.com](mailto:andrew.fraser@hp.com)

### **3.3 HPSL Key Project Staff**

3.3.1 HPSL shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in Part 2 and Part 3 of the Contract Agreement. The State may conduct reference and background checks on HPSL Key Project Staff. The State reserves the right to require removal or reassignment of HPSL's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

3.3.2 HPSL shall not change any HPSL Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of HPSL Key Project Staff will not be unreasonably withheld. The replacement HPSL Key Project Staff shall have comparable or greater skills than HPSL Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth Part 2 and Part 3 of the Contract Agreement and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT-PART 2**

3.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare HPSL in default and to pursue its remedies at law and in equity, if HPSL fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with HPSL's replacement Project staff.

3.3.3.1 HPSL Key Project Staff shall consist of the following individuals in the roles identified below:

**HPSL's Key Project Staff:**

**Title**

**Project Manager (Onsite)**

**Help Desk / Business Analyst / Tester Application(Offsite - Domestic)**

**Database Developer (Offsite - Offshore)**

**3.4 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:

Jackie Heuser  
Department of Resources and Economic Development  
Office of Workforce Opportunity  
172 Pembroke Road, Concord, NH 03302  
Tel: (603) 271-7275  
Fax: (603) 271-6785  
Email: Jackie.Heuser@dred.state.nh.us

**3.5 State Project Manager**

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

- a. Interfacing with State teams where necessary
- 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.

The State Project Manager is:

Jackie Heuser  
Department of Resources and Economic Development  
Office of Workforce Opportunity

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT –PART 2**

172 Pembroke Road, Concord, NH 03302  
Tel: (603) 271-7275  
Fax: (603) 271-6785  
Email: Jackie.Heuser@dred.state.nh.us

**3.6 Reference and Background Checks**

The State may, at its sole expense, conduct reference and background screening of the HPSL Project Manager and HPSL Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Section 12: *Use of State's Information, Confidentiality*.

**4. DELIVERABLES**

**4.1 Vendor Responsibilities**

HPSL shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

HPSL may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37*. HPSL must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider HPSL to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**4.2 Deliverables and Services**

HPSL shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

Upon its submission of a Deliverable or Service, HPSL represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

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

After receiving written Certification from HPSL 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 HPSL in writing of its acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of HPSL's written Certification. If the State rejects the Deliverable, the State shall notify HPSL of the nature and class of the Deficiency and HPSL shall correct the Deficiency within the period identified in the Work Plan. If no period for



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT –PART 2**

HPSL's correction of the Deliverable is identified, HPSL shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to Review the Deliverable and notify HPSL of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If HPSL fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue Reviewing the Deliverable and require HPSL to continue until the Deficiency is corrected, or immediately terminate the Contract, declare HPSL in default, and pursue its remedies at law and in equity.

**4.4 System/Software Testing and Acceptance**

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

**4.5 Security**

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and Services. State resources, information, and Services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and data.

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be Reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

**5. SOFTWARE**

**5.1 ETEAMS Software and Documentation**

HPSL shall provide the State with E-TEAMS Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

**5.2 ETEAMS Software Support and Maintenance**

HPSL shall provide the State with E-TEAMS Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT –PART 2**

**5.3 Restrictions**

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of HPSL'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.

**5.4 Title**

HPSL must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

**6. WARRANTY**

HPSL shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

**7. SERVICES**

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

**7.1 Administrative Services**

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

**7.2 Implementation Services**

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

**7.3 Testing Services**

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

**7.4 Training Services**

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

**7.5 Maintenance and Support Services**

HPSL 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*.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT –PART 2**

**8. WORK PLAN DELIVERABLE**

HPSL 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*. HPSL shall update the Work Plan as necessary, but no less than every 3 months, 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 to the Work Plan 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 HPSL from liability to the State for damages resulting from HPSL's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, HPSL must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of HPSL or the State causing the problem; its estimated duration period to reconciliation; 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 HPSL 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 HPSL's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan, subject to the termination provisions of this Contract.

**9. CHANGE ORDERS**

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

HPSL 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 HPSL's requested Change Order within five (5) business days. The State must approve all change orders in

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT -PART 2**

writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from HPSL to the State, and the State acceptance of HPSL's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

## **10. INTELLECTUAL PROPERTY**

HPSL shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to HPSL provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. HPSL shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall HPSL be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, HPSL shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement

### **10.1 State's Business**

All rights, 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 HPSL. The State may not assign, re-license, rent or lease the Software or use the Software for third-party training, or commercial time-sharing, or service bureau use.

### **10.2 HPSL's Materials**

Subject to the provisions of this Contract, HPSL 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, HPSL shall not distribute any products containing or disclose any State Confidential Information. HPSL 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 HPSL employees or third party consultants engaged by HPSL.

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT –PART 2**

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.

### **10.3 Copyright**

#### **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.

### **10.4 Custom Software Source Code**

HPSL shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software.

### **10.5 Survival**

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

## **11. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

### **11.1 Use of State's Information**

In performing its obligations under the Contract, HPSL 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*). HPSL shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for HPSL's performance under the Contract.

### **11.2 State Confidential Information**

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

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT -PART 2**

party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. HPSL shall immediately notify the State if any request, subpoena or other legal process is served upon HPSL regarding the State Confidential Information, and HPSL 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, HPSL shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

### **11.3 HPSL Confidential Information**

Insofar as HPSL seeks to maintain the confidentiality of its confidential or proprietary information, HPSL must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that HPSL considers the Software and Documentation to be Confidential Information. HPSL 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 HPSL as confidential, the State shall notify HPSL and specify the date the State will be releasing the requested information. At the request of the State, HPSL shall cooperate and assist the State with the collection and Review of HPSL's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be HPSL's sole responsibility and at HPSL's sole expense. If HPSL 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 HPSL, without any liability to HPSL.

### **11.4 Survival**

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

## **12. LIMITATION OF LIABILITY**

### **12.1 State**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT –PART 2**

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 HPSL shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-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.

**12.2 The Contractor**

Subject to applicable laws and regulations, in no event shall HPSL be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and HPSL's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions*.

**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.

**12.4 Survival**

This *Contract Agreement- Part 2 Section 12: Limitation of Liability* shall survive termination or Contract conclusion.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT –PART 2**

**13. TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion and supersedes Section 8 of Part 1.

**13.1 Termination for Default**

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

- a. Material Failure to perform the Services satisfactorily or on schedule;
- b. Material Failure to submit any report required; and/or
- c. Material Failure to perform any other covenant, term or condition of the Contract

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

**13.1.1.1** Unless otherwise provided in the Contract, the State shall provide HPSL written notice of default and require it to be remedied within, in the absence of a greater or lesser Specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If HPSL fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving HPSL notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

**13.1.1.2** Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;

**13.1.1.3** Procure Services that are the subject of the Contract from another source and HPSL shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

**13.1.2** In the event of default by the State, HPSL 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 HPSL.

**13.1.3** 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.



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT –PART 2**

**13.2 Termination for Convenience**

- 13.2.1** The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to HPSL. In the event of a termination for convenience, the State shall pay HPSL the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables 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.
- 13.2.2** During the thirty (30) day period, HPSL 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.

**13.3 Termination for Conflict of Interest**

- 13.3.1** 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 costs that were pre-paid by the State,. The State shall pay all other contracted payments that would have become due and payable if HPSL did not know, or reasonably did not know, of the conflict of interest.
- 13.3.2** In the event the Contract is terminated as provided above pursuant to a violation by HPSL, the State shall be entitled to pursue the same remedies against HPSL as it could pursue in the event of a default of the Contract by HPSL.

**13.4 Termination Procedure**

- 13.4.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require HPSL to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 13.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, HPSL shall:

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT -PART 2**

- 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 Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of HPSL and in which the State has an interest;
- d. Transfer title 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;
- e. Provide written Certification to the State that HPSL has surrendered to the State all said property; and
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

**14. CHANGE OF OWNERSHIP**

In the event that HPSL should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with HPSL, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with HPSL, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to HPSL, its successors or assigns.

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

**15.1** HPSL 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. 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.

**15.2** HPSL 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,

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT –PART 2**

subcontract, or other transfer shall neither relieve HPSL of any of its obligations under the Contract nor affect any remedies available to the State against HPSL that may arise from any event of default of the provisions of the contract. The State shall consider HPSL to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

- 15.3** Notwithstanding the foregoing, nothing herein shall prohibit HPSL from assigning the Contract to the successor of all or substantially all of the assets or business of HPSL provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that HPSL should change ownership, as permitted under this Contract Agreement Part 2, Section 14, the State shall have the option to continue under the Contract with HPSL, its successors or assigns for the full remaining term of the Contract; continue under the Contract with HPSL, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to HPSL, its successors or assigns.

**16. 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:

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>CONTRACTOR</b>	<b>STATE</b>	<b>CUMULATIVE ALLOTTED TIME</b>
<b>Primary</b>	Project Manager	State Project Manager (PM)	5 Business Days
<b>First</b>	Regional Accounts Executive	State Project Management Team (PMT)	10 Business Days
<b>Second</b>	Eastern Accounts Executive	Commissioner	15 Business Days

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT –PART 2**

**17. ESCROW OF CODE**

HPSL will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The escrow agreement requires HPSL to put the HPSL Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

- a. the Vendor has made an assignment for the benefit of creditors;
- b. the Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- c. a receiver or similar officer has been appointed to take charge of all or part of the Vendor's assets; or
- d. the Vendor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise.

**18. GENERAL PROVISIONS**

**18.1 Travel Expenses**

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**18.2 Shipping and Delivery Fee Exemption**

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

**18.3 Project Workspace and Office Equipment**

The State will provide the following workspace and office equipment for the Project:

- Workstations for the Vendor that will be assigned full time to the Project;
- Furnishings and telephones for workstations;
- Meeting facilities sufficient to satisfy Project needs (the Vendor and State will agree to these needs during the finalization of the Work Plan);
- Shared office equipment, including printers and photocopiers.

**18.4 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 shall provide HPSL with access to all program files, libraries, personal computer-based systems, software

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT –PART 2**

packages, network systems, security systems, and hardware as required to complete contracted Services.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow HPSL to perform its obligations under the Contract.

**18.5 Required Work Procedures**

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

**18.6 Computer Use**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), HPSL understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall HPSL access or attempt to access any information without having the express authority to do so.
- c. That at no time shall HPSL access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times HPSL must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by HPSL. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if HPSL is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

**18.7 Email Use**

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT –PART 2**

systems” or “State-funded Email systems”. HPSL understands and agrees that use of email shall follow State standard policy (available upon request).

**18.8 Internet/Intranet Use**

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

**18.9 Regulatory Government Approvals**

HPSL shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

**18.10 Force Majeure**

Neither HPSL nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, 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 HPSL’s inability to hire or provide personnel needed for HPSL’s performance under the Contract.

**18.11 Insurance**

**18.11.1 HPSL Insurance Requirement**

See Contract Agreement Part 1-Form P-37 Section 14.

**18.11.2** The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

Address the Insurance Certificate Holder as:

State of New Hampshire  
Department of Resources & Economic Development  
Office of Workforce Opportunity  
Jackie Heuser  
172 Pembroke Road  
Concord, NH 03302

**18.12 Exhibits**

The Exhibits referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006  
CONTRACT AGREEMENT –PART 2**

**18.13 Venue and Justification**

Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

**18.14 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 the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and *Contract Agreement Section 12: Use of State's Information, Confidentiality* and *Contract Agreement Part 1- Section 13: Indemnification* which shall all survive the termination of the Contract.





STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT A  
CONTRACT DELIVERABLES

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

HPSL shall provide the State with Services staffed with HPSL's professionals to be used primarily for Baseline Administration, Maintenance and Support, and Production Hosting of the State's Workforce Investment Act Small State Reporting System (ETEAMS), which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

Prior to the commencement of work on Non-Software and Written Deliverables, HPSL 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. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract.

**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	<b>Maintenance &amp; Support</b> - Deliver Work Plan	Written	07/01/2011
2	<b>Maintenance &amp; Support</b> - Provide Help Desk support to the end user community. This help desk support will be for one shift - 8:00am to 5:00pm local time (GMT -5), Monday through Friday. JIRA web help desk Software will be used for reporting problems and status tracking.	Non-Software	Ongoing
3	<b>Maintenance &amp; Support</b> - Setup and maintain System administrator tables, user logins, and passwords for the E-TEAMS Application and the FTP site.	Software	Ongoing
4	<b>Maintenance &amp; Support</b> - Maintain and administer protocol for communication between HPSL, User Agencies, the HPSL Application Service Provider (ASP), and ELMI.	Non-Software	Ongoing
5	<b>Maintenance &amp; Support</b> - Act as a liaison with application users	Non-Software	Ongoing
6	<b>Maintenance &amp; Support</b> - Participate in	Non-Software	Ongoing

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT A  
CONTRACT DELIVERABLES

	federal conference call and training sessions as needed.		
7	<b>Maintenance &amp; Support</b> - Monthly Status meetings with State Project Manager	Non-Software	Monthly
8	<b>Maintenance &amp; Support</b> - Attend agency user group meetings as needed	Non-Software	Ongoing
9	<b>Maintenance &amp; Support</b> - Provide technical support to the application users for the FTP site and the ETEAMS application	Non-Software	Ongoing
10	<b>Maintenance &amp; Support</b> - Perform System level training of new users (within scope) as needed. Provide training to coordinators on new modules and enhancements that have been added as part of a quarterly release.	Non-Software	Ongoing
11	<b>Maintenance &amp; Support</b> - Perform Data fixes as needed and following the State's protocol for Data fixes.	Software	Ongoing
12	<b>Maintenance &amp; Support</b> - Develop, test, and deploy critical quick fixes as needed	Software	Ongoing
13	<b>Maintenance &amp; Support</b> - Perform weekly Data interface imports of eligible training providers and programs.	Software	Software
14	<b>Maintenance &amp; Support</b> - Perform monthly updates to the performance reports module	Software	Monthly
15	<b>Maintenance &amp; Support</b> - Create and Deliver Monthly ARRA DRAFT and FINAL reports for the YOUTH, ADULT, DISLOCATED WORKER, and NEG programs.	Software	Monthly
16	<b>Maintenance &amp; Support</b> - Create and deliver federal YOUTH, ADULT, DISLOCATED WORKER, and NEG quarterly and annual WIASRD files to ELMI.	Software	Quarterly
17	<b>Maintenance &amp; Support</b> - Create Monthly WIASRD Excel files for the user agencies and post to the FTP site.	Software	Monthly
18	<b>Maintenance &amp; Support</b> - Monitor and resolve E-TEAMS Data interface activities and errors.	Software	Ongoing
19	<b>Maintenance &amp; Support</b> - Assist in the Annual Data Validation process as needed.	Non-Software	Ongoing
20	<b>Maintenance &amp; Support</b> - Perform System database and application upgrades, as part of the release schedule.	Software	Ongoing
21	<b>Maintenance &amp; Support</b> - Maintain a development and test environment in the HPSP Dublin Ohio Hosting facility	Software	Ongoing
22	<b>Maintenance &amp; Support</b> - Deliver and manage	Software	Quarterly

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT A  
CONTRACT DELIVERABLES**

	a Quarterly Releases as outlined in the Quarterly Release Schedule below. The quarterly releases will be determined from the SARs that are marked program fixes. The number of SARs that can be included in the given quarterly release will be driven by the effort that can be accomplished in the release schedule based on the resources assigned to this Contract.		
23	<b>Maintenance &amp; Support</b> - Release 1 - Requirements / Development / System Test / UAT / Deployment	Software	10/30/2011
24	<b>Maintenance &amp; Support</b> - Release 2 - Requirements / Development / System Test / UAT / Deployment	Software	01/30/2012
25	<b>Maintenance &amp; Support</b> - Release 3 - Requirements / Development / System Test / UAT / Deployment	Software	04/30/2012
26	<b>Maintenance &amp; Support</b> - Release 4 - Requirements / Development / System Test / UAT / Deployment	Software	07/31/2012
27	<b>Maintenance &amp; Support</b> - Release 5 - Requirements / Development / System Test / UAT / Deployment	Software	10/30/2012
28	<b>Maintenance &amp; Support</b> - Release 6 - Requirements / Development / System Test / UAT / Deployment	Software	01/30/2013
29	<b>Maintenance &amp; Support</b> - Release 7 - Requirements / Development / System Test / UAT / Deployment	Software	04/30/2013
39	<b>Maintenance &amp; Support</b> - Release 8 - Requirements / Development / System Test / UAT / Deployment	Software	07/31/2013
31	<b>Maintenance &amp; Support</b> - Release 9 - Requirements / Development / System Test / UAT / Deployment	Software	10/30/2013
32	<b>Maintenance &amp; Support</b> - Release 10 - Requirements / Development / System Test / UAT / Deployment	Software	01/30/2014
33	<b>Maintenance &amp; Support</b> - Release 11 - Requirements / Development / System Test / UAT / Deployment	Software	04/30/2014
34	<b>Maintenance &amp; Support</b> - Release 12 - Requirements / Development / System Test / UAT / Deployment	Software	07/31/2014
35	<b>Maintenance &amp; Support</b> - Release 13 - Requirements / Development / System Test /	Software	10/30/2014

2012-006 ETEAMS CONTRACT Exhibit A Contract Deliverables

Initial All Pages:

Hewlett-Packard State & Local Enterprise Services, Inc.'s initials RJ

5/24/2011

Page 3 of 58

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT A  
CONTRACT DELIVERABLES

	UAT / Deployment		
36	<b>Maintenance &amp; Support</b> - Release 14 - Requirements / Development / System Test / UAT / Deployment	Software	01/30/2015
37	<b>Maintenance &amp; Support</b> - Release 15 - Requirements / Development / System Test / UAT / Deployment	Software	04/30/2015
38	<b>Maintenance &amp; Support</b> - Release 16 - Requirements / Development / System Test / UAT / Deployment	Software	07/31/2015
39	<b>Maintenance &amp; Support</b> - Release 17 - Requirements / Development / System Test / UAT / Deployment	Software	10/30/2015
40	<b>Maintenance &amp; Support</b> - Release 18 - Requirements / Development / System Test / UAT / Deployment	Software	01/30/2016
50	<b>Maintenance &amp; Support</b> - Release 19 - Requirements / Development / System Test / UAT / Deployment	Software	04/30/2016
51	<b>Maintenance &amp; Support</b> - Release 20 - Requirements / Development / System Test / UAT / Deployment	Software	06/30/2016
52	<b>Maintenance &amp; Support</b> – Configuration Management of the Source code. Including versioning the code after each release in HP configuration management tool.	Software	Ongoing
53	<b>Production Hosting</b> – HPSL will host the E-TEAMS production site on the State's servers in the HPSL Dublin OH Data Center. The State will receive comprehensive coverage for the entire infrastructure, including the Data centers, network, servers, equipment and operational processes.	Software	Ongoing
54	<b>Production Hosting - Uptime</b> - The target up-time for the hosting of the site is 98.5% of a 24-hour day, seven-days a week. The 1.5% maximum monthly downtime excludes all maintenance windows for hardware and Software, backup operations, and networking; as well as State/Federally declared disasters; city/statewide/nationwide natural disasters or any other causes outside the commercially reasonable control of HPSL. This assumes the customer has support for their hardware and Software located in the Dublin Facility.	Non-Software	Ongoing
55	<b>Production Hosting - Support</b> - HPSL will be responsible for receiving and responding to	Non-Software	Ongoing

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT A  
CONTRACT DELIVERABLES

	<p>requests for Service on a 24-hours-per-day, seven-days-per-week basis. The HPSL Help Desk shall be leveraged as the central point for receiving technical support requests. After receipt of the request, HPSL technicians shall respond to return the System to degraded mode within:</p> <p><b>a. Class A Deficiencies</b> - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</p> <p><b>b. Class B &amp; C Deficiencies</b> -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within 8 hours of notification of planned corrective action;</p>		
56	<p><b>Production Hosting - Scheduled Outages</b> - From time to time upgrades to hardware and or Software may be required. Such upgrades will be performed outside of normal business hours. Customer will be notified in advance of such upgrades. Under normal conditions the Customer's input will be sought to identify a suitable time for a scheduled outage to take place.</p> <p>Under critical conditions the Customer will be advised via email and or telephone no less than 24 hours in advance of the scheduled outage. Critical conditions include:</p> <p>a) Situations beyond HPSL reasonable control such as fire, flood, delay in telecommunications or third party Services, major virus attacks, hackers, failure of third party Software.</p> <p>b) Failure of hardware, unless such hardware is readily available within HPSL Data Center site.</p> <p>c) Scheduled maintenance and emergency maintenance and upgrades.</p> <p>d) Outages elsewhere or outside that hinder access to the Services</p> <p>If severe enough, a critical condition may be deemed an emergency situation requiring action with less than 24 hours' notice. In the event of an emergency situation requiring</p>	Non-Software	Ongoing

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT A  
CONTRACT DELIVERABLES**

	immediate action which may include upgrades, patches, or virus response, HPSSL will use its best judgment to notify the Customer and conduct such upgrade and patching to secure the System from immediate and/or emergency threats.		
57	<b>Production Hosting - Service Level Performance</b> - The Service Level performance will be measured by HPSSL and is based on the total server up time per month. HPSSL depends on telecommunication Vendors (AT&T and Sprint) for its Data telecommunication needs. These Services are not under HPLS' direct control and any outages due to outside Vendors are not included in the measurement of performance under this SLA. In the event of a link outage HPSSL will notify Customer promptly and will provide periodic updates regarding Vendor 'time to repair' status.	Non-Software	Ongoing
58	<b>Production Hosting - Backups</b> - HPSSL, OH Data Center will use Symantec Backup Exec to perform full System file level back-ups on a weekly basis as well as daily incremental backups on all 3 servers. Weekly full System backups will take place on the weekend outside of normal Monday to Friday business hours (8AM to 5PM). Weekly full System backups will be stored offsite for a period of 4 weeks. Daily incremental backups will be scheduled to run from Monday through Thursday and stored onsite and rotated on a weekly basis.	Software	Ongoing

### 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*.

### 4. SOFTWARE LICENSES

Software Licenses for are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 201-006- PART 3  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Not to Exceed**

Not Applicable

**1.2 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$2,185,412.63 for the period between the Effective Date through June 30, 2016. HPSL shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow HPSL to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 1: Activity, Deliverable, or Milestone Price and Payment Table				
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	<b>Maintenance &amp; Support -</b> Deliver Work Plan	Written	07/01/2011	Included in Monthly Fee
2	<b>Maintenance &amp; Support -</b> Provide Help Desk support to the end user community. This help desk support will be for one shift - 8:00am to 5:00pm local time (GMT -5), Monday through Friday. JIRA web help desk Software will be used for reporting problems and status tracking.	Non-Software	Ongoing	Included in Monthly Fee
3	<b>Maintenance &amp; Support -</b> Setup and maintain System administrator tables, user logins, and passwords for the ETEAMS Application and the FTP site.	Software	Ongoing	Included in Monthly Fee
4	<b>Maintenance &amp; Support -</b> Maintain and administer protocol for communication between HPSL, User Agencies, the HPSL Application Service Provider (ASP), and ELMI.	Non-Software	Ongoing	Included in Monthly Fee
5	<b>Maintenance &amp; Support -</b> Act as a liaison with	Non-Software	Ongoing	Included in Monthly

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 201-006- PART 3  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

	application users			Fee
6	<b>Maintenance &amp; Support -</b> Participate in federal conference call and training sessions as needed.	Non-Software	Ongoing	Included in Monthly Fee
7	<b>Maintenance &amp; Support -</b> Monthly Status meetings with State Project Manager	Non-Software	Monthly	Included in Monthly Fee
8	<b>Maintenance &amp; Support -</b> Attend agency user group meetings as needed	Non-Software	Ongoing	Included in Monthly Fee
9	<b>Maintenance &amp; Support -</b> Provide technical support to the application users for the FTP site and the ETEAMS application	Non-Software	Ongoing	Included in Monthly Fee
10	<b>Maintenance &amp; Support -</b> Perform System level training of new users (within scope) as needed. Provide training to coordinators on new modules and enhancements that have been added as part of a quarterly release.	Non-Software	Ongoing	Included in Monthly Fee
11	<b>Maintenance &amp; Support -</b> Perform Data fixes as needed and following the State's protocol for Data fixes.	Software	Ongoing	Included in Monthly Fee
12	<b>Maintenance &amp; Support -</b> Develop, test, and deploy critical quick fixes as needed	Software	Ongoing	Included in Monthly Fee
13	<b>Maintenance &amp; Support -</b> Perform weekly Data interface imports of eligible training providers and programs.	Software	Software	Included in Monthly Fee
14	<b>Maintenance &amp; Support -</b> Perform monthly updates to the performance reports module	Software	Monthly	Included in Monthly Fee
15	<b>Maintenance &amp; Support -</b> Create and Deliver Monthly ARRA DRAFT and FINAL reports for the YOUTH, ADULT, DISLOCATED WORKER, and NEG programs.	Software	Monthly	Included in Monthly Fee
16	<b>Maintenance &amp; Support -</b>	Software	Quarterly	Included in

2012-006 ETEAMS CONTRACT Exhibit B-Price and Payment Schedule

Initial All Pages:

Hewlett-Packard State & Local Enterprise Services, Inc.'s initials RJ

5/24/2011

Page 8 of 58



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 201-006- PART 3  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

	Create and deliver federal YOUTH, ADULT, DISLOCATED WORKER, and NEG quarterly and annual WIASRD files to ELMI.			Monthly Fee
17	<b>Maintenance &amp; Support -</b> Create Monthly WIASRD Excel files for the user agencies and post to the FTP site.	Software	Monthly	Included in Monthly Fee
18	<b>Maintenance &amp; Support -</b> Monitor and resolve ETEAMS Data interface activities and errors.	Software	Ongoing	Included in Monthly Fee
19	<b>Maintenance &amp; Support -</b> Assist in the Annual Data Validation process as needed.	Non-Software	Ongoing	Included in Monthly Fee
20	<b>Maintenance &amp; Support -</b> Perform System database and application upgrades, as part of the release schedule.	Software	Ongoing	Included in Monthly Fee
21	<b>Maintenance &amp; Support -</b> Maintain a development and test environment in the HPSL Dublin Ohio Hosting facility	Software	Ongoing	Included in Monthly Fee
22	<b>Maintenance &amp; Support -</b> Deliver and manage a Quarterly Releases as outlined in the Quarterly Release Schedule below. The quarterly releases will be determined from the SARs that are marked program fixes. The number of SARs that can be included in the given quarterly release will be driven by the effort that can be accomplished in the release schedule based on the resources assigned to this Contract.	Software	Quarterly	Included in Monthly Fee
23	<b>Maintenance &amp; Support -</b> Release 1 - Requirements / Development / System Test / UAT / Deployment	Software	10/30/2011	Included in Monthly Fee
24	<b>Maintenance &amp; Support -</b> Release 2 - Requirements / Development / System Test /	Software	01/30/2012	Included in Monthly Fee

2012-006 ETEAMS CONTRACT Exhibit B-Price and Payment Schedule

Initial All Pages:

Hewlett-Packard State & Local Enterprise Services, Inc.'s initials RS

5/24/2011

Page 9 of 58

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 201-006- PART 3  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

	UAT / Deployment			
25	<b>Maintenance &amp; Support -</b> Release 3 - Requirements / Development / System Test / UAT / Deployment	Software	04/30/2012	Included in Monthly Fee
26	<b>Maintenance &amp; Support -</b> Release 4 - Requirements / Development / System Test / UAT / Deployment	Software	07/31/2012	Included in Monthly Fee
27	<b>Maintenance &amp; Support -</b> Release 5 - Requirements / Development / System Test / UAT / Deployment	Software	10/30/2012	Included in Monthly Fee
28	<b>Maintenance &amp; Support -</b> Release 6 - Requirements / Development / System Test / UAT / Deployment	Software	01/30/2013	Included in Monthly Fee
29	<b>Maintenance &amp; Support -</b> Release 7 - Requirements / Development / System Test / UAT / Deployment	Software	04/30/2013	Included in Monthly Fee
39	<b>Maintenance &amp; Support -</b> Release 8 - Requirements / Development / System Test / UAT / Deployment	Software	07/31/2013	Included in Monthly Fee
31	<b>Maintenance &amp; Support -</b> Release 9 - Requirements / Development / System Test / UAT / Deployment	Software	10/30/2013	Included in Monthly Fee
32	<b>Maintenance &amp; Support -</b> Release 10 - Requirements / Development / System Test / UAT / Deployment	Software	01/30/2014	Included in Monthly Fee
33	<b>Maintenance &amp; Support -</b> Release 11 - Requirements / Development / System Test / UAT / Deployment	Software	04/30/2014	Included in Monthly Fee
34	<b>Maintenance &amp; Support -</b> Release 12 - Requirements / Development / System Test / UAT / Deployment	Software	07/31/2014	Included in Monthly Fee
35	<b>Maintenance &amp; Support -</b> Release 13 - Requirements / Development / System Test / UAT / Deployment	Software	10/30/2014	Included in Monthly Fee
36	<b>Maintenance &amp; Support -</b>	Software	01/30/2015	Included in

2012-006 ETEAMS CONTRACT Exhibit B-Price and Payment Schedule

Initial All Pages:

Hewlett-Packard State & Local Enterprise Services, Inc.'s initials RS

5/24/2011

Page 10 of 58

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 201-006- PART 3  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

	Release 14 - Requirements / Development / System Test / UAT / Deployment			Monthly Fee
37	<b>Maintenance &amp; Support -</b> Release 15 - Requirements / Development / System Test / UAT / Deployment	Software	04/30/2015	Included in Monthly Fee
38	<b>Maintenance &amp; Support -</b> Release 16 - Requirements / Development / System Test / UAT / Deployment	Software	07/31/2015	Included in Monthly Fee
39	<b>Maintenance &amp; Support -</b> Release 17 - Requirements / Development / System Test / UAT / Deployment	Software	10/30/2015	Included in Monthly Fee
40	<b>Maintenance &amp; Support -</b> Release 18 - Requirements / Development / System Test / UAT / Deployment	Software	01/30/2016	Included in Monthly Fee
50	<b>Maintenance &amp; Support -</b> Release 19 - Requirements / Development / System Test / UAT / Deployment	Software	04/30/2016	Included in Monthly Fee
51	<b>Maintenance &amp; Support -</b> Release 20 - Requirements / Development / System Test / UAT / Deployment	Software	06/30/2016	Included in Monthly Fee
52	<b>Maintenance &amp; Support –</b> Configuration Management of the Source code. Including versioning the code after each release in HP configuration management tool.	Software	Ongoing	Included in Monthly Fee
53	<b>Production Hosting –</b> HP SL will host the ETEAMS production site on the State's servers in the HP SL Dublin OH Data Center. The State will receive comprehensive coverage for the entire infrastructure, including the Data centers, network, servers, equipment and operational processes.	Software	Ongoing	Included in Monthly Fee
54	<b>Production Hosting - Uptime -</b> The target up-time for the hosting of the site is 98.5% of a 24-hour day.	Non-Software	Ongoing	Included in Monthly Fee

2012-006 ETEAMS CONTRACT Exhibit B-Price and Payment Schedule

Initial All Pages:

Hewlett-Packard State & Local Enterprise Services, Inc.'s initials RS

5/24/2011

Page 11 of 58

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 201-006- PART 3  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

	seven-days a week. The 1.5% maximum monthly downtime excludes all maintenance windows for hardware and Software, backup operations, and networking; as well as State/Federally declared disasters; city/statewide/nationwide natural disasters or any other causes outside the commercially reasonable control of HP SL. This assumes the customer has support for their hard and Software located in the Dublin Facility.			
55	<p><b>Production Hosting - Support -</b> HP SL will be responsible for receiving and responding to requests for Service on a 24-hours-per-day, seven-days-per-week basis. The HP SL Help Desk shall be leveraged as the central point for receiving technical support requests. After receipt of the request, HP SL technicians shall respond to return the System to degraded mode within:</p> <p><b>a. Class A Deficiencies -</b> The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within &lt;four (4)&gt; business hours of a request;</p> <p><b>b. Class B &amp; C Deficiencies -</b> The State shall notify the Vendor of such Deficiencies during</p>	Non-Software	Ongoing	Included in Monthly Fee

2012-006 ETEAMS CONTRACT Exhibit B-Price and Payment Schedule

Initial All Pages:

Hewlett-Packard State & Local Enterprise Services, Inc.'s initials RJ

5/24/2011

Page 12 of 58

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 201-006- PART 3  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

	regular business hours and the Vendor shall respond back within 8 hours of notification of planned corrective action;			
56	<p><b>Production Hosting - Scheduled Outages</b> - From time to time upgrades to hardware and or Software may be required. Such upgrades will be performed outside of normal business hours. Customer will be notified in advance of such upgrades. Under normal conditions the Customer's input will be sought to identify a suitable time for a scheduled outage to take place.</p> <p>Under critical conditions the Customer will be advised via email and or telephone no less than 24 hours in advance of the scheduled outage. Critical conditions include:</p> <p>a) Situations beyond HPSL reasonable control such as fire, flood, delay in telecommunications or third party Services, major virus attacks, hackers, failure of third party Software.</p> <p>b) Failure of hardware, unless such hardware is readily available within HPSL Data Center site.</p> <p>c) Scheduled maintenance and emergency maintenance and upgrades.</p> <p>d) Outages elsewhere or outside that hinder access to the Services</p> <p>If severe enough, a critical condition may be deemed an emergency situation requiring action with less than 24 hours' notice. In the event of an emergency situation requiring immediate action which may</p>	Non-Software	Ongoing	Included in Monthly Fee

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 201-006- PART 3  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

	include upgrades, patches, or virus response, HPSL will use its best judgment to notify the Customer and conduct such upgrade and patching to secure the System from immediate and/or emergency threats.			
57	<b>Production Hosting - Service Level Performance -</b> The Service Level performance will be measured by HPSL and is based on the total server up time per month. HPSL depends on telecommunication Vendors (AT&T and Sprint) for its Data telecommunication needs. These Services are not under HPSL's direct control and any outages due to outside Vendors are not included in the measurement of performance under this SLA. In the event of a link outage HPSL will notify Customer promptly and will provide periodic updates regarding Vendor 'time to repair' status.	Non-Software	Ongoing	Included in Monthly Fee
58	<b>Production Hosting - Backups -</b> HPSL, OH Data Center will use Symantec Backup Exec to perform full System file level back-ups on a weekly basis as well as daily incremental backups on all 3 servers. Weekly full System backups will take place on the weekend outside of normal Monday to Friday business hours (8AM to 5PM). Weekly full System backups will be stored offsite for a period of 4 weeks. Daily incremental backups will be scheduled to run from Monday through Thursday and stored onsite and rotated on a	Software	Ongoing	Included in Monthly Fee

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 201-006- PART 3  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

	weekly basis.			
--	---------------	--	--	--

Monthly Pricing	
2011	\$35,347.43/ Month
2012	\$35,770.68/ Month
2013	\$36,197.64/ Month
2014	\$36,634.78/ Month
2015	\$37,076.11/ Month
2016	\$37,529.58 / Month

Total Cost Per Year based on State's Fiscal Year	
SFY 12 – 07/01/2011 to 06/30/2012	\$426,708.67
SFY 13 – 07/01/2012 to 06/30/2013	\$431,809.95
SFY 14 – 07/01/2013 to 06/30/2014	\$436,994.53
SFY 15 – 07/01/2014 to 06/30/2015	\$442,265.34
SFY 16 – 07/01/2015 to 06/30/2016	\$447,634.14
Grand Sub Total	\$2,185,412.63

All 2011 out of scope work will be billed at the following rates. Rates are subject to change in between 2012 and 2016.

Staffing Level	Change Hourly Rates
Project Executive	\$235 per hour
Project Manager	\$185 per hour
Functional Analyst	\$148 per hour
Technical Architect	\$148 per hour
Database Administrator	\$166 per hour
Domestic Developer	\$129 per hour
Offshore Functional Analyst	\$110 per hour
Offshore Developer	\$ 85 per hour

## 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 \$2,185,412.36 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to HPSL for all fees and expenses, of whatever nature, incurred by HPSL 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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 201-006- PART 3  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**3. INVOICING**

HPSL shall invoice Customer in arrears at the end of each month. HPSL shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. HPSL shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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.

Invoices shall be sent to:

NH Department of Resources & Economic Development  
Office of Workforce Opportunity  
Tammy Moore  
PO Box 1856  
172 Pembroke Road  
Concord, NH 03302-1856

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

HP State and Local Enterprise Services, Inc.  
PO Box 848433  
DALLAS, TX 75284

**5. OVERPAYMENTS TO HPSL**

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

**6. CREDITS**

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

**7. PROJECT HOLDBACK**

Not Applicable

**8. CONTRACT SECURITY/PERFORMANCE BOND**

Not Applicable

---

2012-006 ETEAMS CONTRACT Exhibit B-Price and Payment Schedule

Initial All Pages:

Hewlett-Packard State & Local Enterprise Services, Inc.'s initials RS

5/24/2011

Page 16 of 58



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT C  
SPECIAL PROVISIONS

**EXHIBIT C – NOT APPLICABLE TO THIS CONTRACT**

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT D  
ADMINISTRATIVE SERVICES

**1. STATE MEETINGS AND REPORTS**

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

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

**a. Introductory Meeting:** Not Applicable

**Kickoff Meeting:** Not Applicable

- b. Status Meetings:** Participants will include, at the minimum, the HPSL Project Manager and the State Project Manager. These meetings will be conducted at least once a month and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from HPSL shall serve as the basis for discussion.
- c. The Work Plan:** must be Reviewed at each Status Meeting and updated, at minimum, on a monthly basis, in accordance with the Contract.
- d. Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- e. Exit Meeting:** Participants will include Project leaders from HPSL and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.
- f.** The State expects HPSL to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be HPSL's responsibility.
- g.** The HPSL Project Manager or HPSL Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The HPSL's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. HPSL shall produce Project status reports, which shall contain, at a minimum, the following:
  - 1. Project status related to the Work Plan;
  - 2. Deliverable status;
  - 3. Accomplishments during weeks being reported;
  - 4. Planned activities for the upcoming 4 week period;
  - 5. Future activities; and
  - 6. Issues and concerns requiring resolution.
  - 7. Report and remedies in case of falling behind Schedule

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT D  
ADMINISTRATIVE SERVICES**

As reasonably requested by the State, HPSL shall provide the State with information or reports regarding the Project. HPSL 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.

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

HPSL 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, HPSL 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. State-owned Documents must be provided in both printed and electronic format.

**3. RECORDS RETENTION AND ACCESS REQUIREMENTS**

HPSL 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*.

HPSL 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. HPSL 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 the termination of all appeals or the expiration of the appeal period.

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 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 following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. HPSL 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 HPSL'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. ACCOUNTING REQUIREMENTS**

HPSL 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 and HPSL shall maintain records pertaining to the Services and all other costs and expenditures.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT D  
ADMINISTRATIVE SERVICES**

**5.WORK HOURS**

HPSL 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.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT E  
IMPLEMENTATION SERVICES

**EXHIBIT E – NOT APPLICABLE TO THIS CONTRACT**

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT E-1  
SECURITY AND INFRASTRUCTURE

**1. SECURITY**

HPSL shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services provided. HPSL shall provide the State resources, information, and services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and data. HPSL will not be liable for security breaches that are caused by an authorized ETEAMS or FTP Site user. This includes but is not limited to users sharing of passwords, users leaving open sessions unattended, and partner agencies not using proper encryption to protect the confidential data they have access to.

REQ #	REQUIREMENT/DELIVERABLE
	<b>SECURITY REQUIREMENTS</b>
S-1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.
S-2	Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .
S-3	Enforce unique user names.
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i>
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters
S-6	Encrypt passwords in transmission and at rest within the database.
S-7	Expire passwords after 45 days
S-8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.
S-9	Provide ability to limit the number of people that can grant or change authorizations
S-10	Establish ability to enforce session timeouts during periods of inactivity.
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ))
S-12	The application shall not store authentication credentials or sensitive Data in its code.
S-13	Audit all attempted accesses that fail identification, authentication and authorization requirements
S-14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for 60 days
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT E-1  
SECURITY AND INFRASTRUCTURE

S-17	Use only the Software and System Services designed for use
S-18	The application Data shall be protected from unauthorized use when at rest
S-19	Keep any sensitive Data or communications private from unauthorized individuals and programs.
S-20	Subsequent application enhancements or upgrades shall not remove or degrade security requirements
S-21	Create change management documentation and procedures
<b>HOSTING REQUIREMENTS- OPERATIONS</b>	
H-1	<p>HPSL shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.</p> <p>State access will be via VPN</p>
H-1.a	At the State's option, authorized third parties may be given limited access by HPSL to certain levels of the State's system through the VPN or through a separate network connection that meets HPSL's specifications.
H-2	<p>At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption.</p> <p>The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.</p>
H-2.a	HPSL will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of HPSL, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside HPSL's firewall or any issues that are the responsibility of the State Internet Service Provider.
H-3	HPSL shall provide a secure Class B Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.
H-4	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.
H-5	Data Center Humidity shall be non-condensing and be maintained between 40-55% with maximum dew point of 62 °F.
H-6	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.
H-7	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT E-1  
SECURITY AND INFRASTRUCTURE

	return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.
H-8	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.
H-9	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.
H-10	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.
H-11	HPSSL must monitor the application and all servers.
H-12	HPSSL shall manage the databases and services on all servers located at HPSSL's facility.
H-13	HPSSL shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.
H-14	HPSSL shall monitor System, security, and application logs.
H-15	HPSSL shall manage the sharing of data resources.
H-16	HPSSL shall manage daily backups, off-site data storage, and restore operations.
H-17	HPSSL shall monitor physical hardware.
H-18	HPSSL shall immediately report any breach in security to the State of New Hampshire.
<b>HOSTING REQUIREMENTS – DISASTER RECOVERY</b>	
H-19	HPSSL shall conform to adequate disaster recovery procedures for the Dublin Ohio Data center
H-20	HPSSL shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.
H-21	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.
H-22	HPSSL shall adhere to a defined and documented back-up schedule and procedure.
H-23	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.
H-24	Scheduled backups of all servers must be completed regularly. Weekly full System backups will take place on the weekend outside of normal Monday to Friday business hours (8AM to 5PM). Weekly full System backups will be stored offsite for a period of 4 weeks. Daily incremental backups will be scheduled to run from Monday through Thursday and stored onsite and rotated on a weekly basis.
H-25	The minimum acceptable frequency is differential backup daily, and complete backup weekly.



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT E-1  
SECURITY AND INFRASTRUCTURE

H-26	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.
H-27	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.
H-28	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, HPSL shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.
<b>HOSTING REQUIREMENTS - NETWORK ARCHITECTURE</b>	
H-29	HPSL must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this Contract, adequate performance is defined as 98.5% uptime, exclusive of the regularly scheduled maintenance window.
H-30	HPSL shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet HPSLs, so that a failure of one Internet connection will not interrupt access to the State application.
H-31	Where redundant connections are not provided, then the Internet HPSL who provides the Internet service to HPSL must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.
H-32	HPSL' network architecture must include redundancy of routers and switches in the Data Center.
H-33	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, HPSL shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).
<b>HOSTING REQUIREMENTS - SECURITY</b>	
H-34	HPSL shall employ security measures ensure that the State's application and data is protected.
H-35	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.
H-36	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.
H-37	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.
H-38	In the development or maintenance of any code, HPSL shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.
H-39	HPSL shall notify the State's Project Manager of any security breaches within two (2) hours of the time that HPSL learns of their occurrence.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT E-1  
SECURITY AND INFRASTRUCTURE**

H-40	HPSL shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of HPSSL' hosting infrastructure and/or the application.
H-41	HPSL shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts. HPSSL will not be liable for security breaches that are caused by an authorized ETEAMS or FTP Site user. This includes users sharing of passwords, leaving open sessions unattended, and agencies not using proper encryption to protect the confidential data they have access to.
H-42	HPSL shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of HPSSL' hosting infrastructure and/or the application upon request.
H-43	HPSL shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of HPSSL website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.
<b>HOSTING REQUIREMENTS SERVICE LEVEL AGREEMENT</b>	
H-44	HPSL's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.
H-45	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.
H-46	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.
H-47	The State shall have unlimited access, via phone or Email, to HPSSL technical support staff between the hours of 8:00am to 5:00pm- Monday thru Friday EST;
H-48	HPSSL response time for support shall conform to the specific deficiency class as described in Exhibit G-Maintenance and Support Services
H-49	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.
H-50	HPSSL will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.
H-51	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.
H-52	HPSSL will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.
H-53	HPSSL shall guarantee 98.5% uptime, exclusive of the regularly scheduled maintenance window
H-54	If HPSSL is unable to meet the 98.5% uptime requirement, HPSSL shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT E-1  
SECURITY AND INFRASTRUCTURE**

	writing.
H-55	HPSL shall use a change management policy for notification and tracking of change requests as well as critical outages.
H-56	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.
H-57	All hardware and software components of the State located at the HP SL hosting infrastructure shall be fully supported by their respective manufacturers at all times by the State. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.
H-58	HPSL shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: <ul style="list-style-type: none"><li>• Server up-time</li><li>• All change requests implemented, including operating system patches</li><li>• All critical outages reported including actual issue and resolution</li><li>• Number of deficiencies reported by class with initial response time as well as time to close.</li></ul>
H-59	HPSL shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT F  
TESTING SERVICES**

**EXHIBIT F – TESTING SERVICES**

HPSL shall provide the following Products and Services described in this Exhibit F, including but not limited to:

**1. TESTING AND ACCEPTANCE**

HPSL shall bear all responsibilities for the full suite of test planning and preparation throughout the Project. HPSL will also provide training as necessary to the State staff responsible for test activities. HPSL 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.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (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, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, HPSL 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. HPSL shall also correct Deficiencies and support required re-testing.

**1.1 Test Planning and Preparation**

HPSL shall provide the State with an overall Test Plan that will guide all testing. The HPSL provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon HPSL's Project Manager's Certification, in writing, that HPSL's own staff has successfully executed all prerequisite HPSL 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.

The State will commence its testing within five (5) business days of receiving Certification from HPSL that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from HPSL's development environment. HPSL must assist the State with testing in accordance with

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT F  
TESTING SERVICES**

the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing 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.

Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.

### **1.2 Unit Testing**

In Unit Testing, HPSL 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 HPSL developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

<b>Activity Description</b>	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
<b>HPSL Team Responsibilities</b>	For application modules, conversions and interfaces the HPSL 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.
<b>Work Product Description</b>	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 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.

### **1.4 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 or email of UAT Acceptance by the State.

The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT F  
TESTING SERVICES**

The State shall be presented with all testing results, as well as written Certification that HPSL 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 HPSL that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the 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 User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

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

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

<b>Activity Description</b>	The System User Acceptance Tests verify System functionality against predefined acceptance criteria that support the successful execution of approved processes.
<b>HPSL Team Responsibilities</b>	<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>
<b>State Responsibilities</b>	<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 HPSL in determining the required actions for problem resolution.</li> <li>• Provide Acceptance of the validated Systems.</li> </ul>
<b>Work Product Description</b>	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT F  
TESTING SERVICES

**1.5 Performance Tuning and Stress Testing - NOT APPLICABLE**

*ETEAMS has been in production for over 10 years. Performance and Stress testing was completed prior to the go live. There are no performance or stress testing bottlenecks in the system.*

HPSL shall develop and document hardware and software configuration and tuning of the ETEAMS infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the project

**1.5.1 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 and/or system 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.

HPSL must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts which accurately reflect business load and coordinating reporting of results.

**1.5.2 Test types**

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

**a. 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-

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT F  
TESTING SERVICES

based metrics. Usually each 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.

**b. 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.

#### **1.5.3 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.

#### **1.5.4 Implementing Performance and Stress Test**

Performance and Stress test tools used by the State of New Hampshire are Tivoli ITM and ITCAM and CA Spectrum. HPSL is open to use any open source product with the approval of State Team. Consideration must be given to licensing with respect to continued use for regression testing if tools, other than those which we are licensed for, are being recommended for this part of the project.

#### **1.5.5 Scheduling Performance and Stress Testing**

HPSL 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.

HPSL 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



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT F  
TESTING SERVICES**

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 recorded; 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.

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.

## **1.6 Regression Testing**

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failure in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing 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:

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT F  
TESTING SERVICES**

- a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b.) HPSL shall notify the State no later than five (5) business days from the HPSL's receipt of written notice of the test failure when HPSL expects the corrections to be completed and ready for retesting by the State. HPSL will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by HPSL based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
  - 1. validate that the change/update has been properly incorporated into the program; and
  - 2. validate that there has been no unintended change to the other portions of the program.
- d.) HPSL will be expected to:
  - 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.
- e.) HPSL will be expected to 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, HPSL will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, HPSL will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

#### **1.7 Security Review and Testing**

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT F  
TESTING SERVICES**

and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (pen test) or code analysis and review.

<b>Service Component</b>	<b>Defines the set of capabilities that:</b>
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of Data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Prior to the System being moved into production HPSL shall provide results of all security testing to the Department of Information Technology for review and acceptance. All Software and hardware shall be free of malicious code (malware).

**1.8 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*.

**1.9 System Acceptance**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT G  
MAINTENANCE AND SUPPORT SERVICES**

**1. SYSTEM MAINTENANCE**

HPSL shall maintain, support and host the System between the Effective Date through June 30, 2016.

**1.1 HP SL's Responsibility**

HPSL shall maintain the Application System in accordance with the Contract. HP SL will not be responsible for maintenance or support for Software developed or modified by the State.

**1.1.1 Maintenance Releases**

HPSL will deliver quarterly releases as per the requirements of this Contract. These releases will include the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation, at no additional cost. The number of Service Action Requests (SARs) or updates that can be included in the given quarterly release will be driven by the effort that can be accomplished in the release schedule based on the resources assigned to the contract.

The State must notify HP SL of any Service Deficiencies with fixes or upgrades within ninety (90) days from performance of the Services described in the ordering document.

**2. SYSTEM SUPPORT**

**2.1 HP SL's Responsibility**

HPSL 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.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases and hosting Services, shall be responded to according to the following:

**a. Class A Deficiencies** - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

**b. Class B & C Deficiencies** -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within 8 hours of notification of planned corrective action;

**3. SUPPORT OBLIGATIONS AND TERM**

---

2012-006 ETEAMS CONTRACT Exhibit G Maintenance and Support Services

Initial All Pages:

Hewlett-Packard State & Local Enterprise Services, Inc.'s initials RS

5/24/2011

Page 36 of 58

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT G  
MAINTENANCE AND SUPPORT SERVICES**

- 3.1 HPSL shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;
- 3.2 HPSL shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.3 For all maintenance Services calls, HPSL 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, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and
- 3.4 HPSL 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.
- 3.5 If HPSL fails to correct a Deficiency within the allotted period of time Stated above, HPSL shall be deemed to have committed an Event of Default, pursuant to Contract Agreement Part -2 Section 13.1.1.1 and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return HPSL's product and receive a refund for all amounts paid to HPSL, including but not limited to, applicable License fees, within ninety (90) days of notification to HPSL of the State's refund request
- 3.6 If HPSL fails to correct a Deficiency within the allotted period of time Stated above, HPSL shall be deemed to have committed an Event of Default, pursuant to Contract Agreement Part -2 Section 13.1.1.1 and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT H  
PRIORITY RESPONSES

**EXHIBIT H – NOT APPLICABLE TO THIS CONTRACT.**

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT I  
WORK PLAN

HPSL's Project Manager and the State Project manager shall finalize the Work Plan within 30 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 HPST's plan for Baseline Administration, Maintenance, Support, and Application Hosting of the State's Workforce Investment Act Small State Reporting System (E-TEAMS). Continued development and management of the Work Plan is a joint effort on the part of HPST and State Project Managers.

The preliminary Work Plan created by HPST and the State is set forth at the end of this Exhibit.

In conjunction with HPST's Project Management methodology, which shall be used to manage the Project's life cycle, the HPST team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a payment schedule** required for Baseline Administration, Maintenance, Support, and Application Hosting of the State's Workforce Investment Act Small State Reporting System (ETEAMS). It shall also address intra-task dependencies, resource allocations (both State and HPST team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with HPST's Work Plan and shall utilize Microsoft Project to support the ongoing management of the Project.

## 1. ASSUMPTIONS

### A. General

- The State shall provide team members with decision-making authority to support the Contract.
- 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.
- HPST shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP).

### B. Logistics

- HPST shall assign a 0.8FT Project manager to work on this Project at the State's facilities at no cost to HPST.
- HPST shall assign 2.0 FT resources to perform work at a facility other than that furnished by the State.
- HPST Help Desk support for ETEAMS users will operate from 8:00am – 5:00pm eastern time (GMT-5), Monday-Friday
- The HPST Team shall honor all holidays observed by HPST or the State and may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the HPST Team, including PCs, phones, Virtual Private Network (VPN) access, and modem-based dial-out capability and access to any necessary

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT I  
WORK PLAN**

internal State networks and/or Software (within State standards). A physical workspace for the Project Manager, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Manager, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the HPSL and shall be available when the Project begins.

**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.
- A Project folder shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. HPSL's Project Manager will establish and maintain this folder.
- HPSL assumes that an Alternate State Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.
- The State assumes that an Alternate HPSL Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.
- HPSL may not substitute the Project Manager without the State's prior written approval. The State shall not unreasonably withhold consent.

**D. Technical Environment and Management**

- The State is responsible for providing the hardware and Software Licenses for the production environment.
- The State will have hardware maintenance service agreements for the servers it owns at the HPSL hosting facility.
- The State is responsible for maintaining licensing support on the Oracle Database and Web Logic Software used on the State's production servers located at the HPSL Hosting facility.
- HPSL is responsible for providing and maintaining the hardware and Software in the Test / development environment.
- HPSL is responsible for hosting the Customer's New Hampshire Workforce Investment Act Small State Reporting System (ETEAMS) on the State's hardware at the HPSL Data Center in Dublin, OH
- HPSL is responsible for server backups, outlined in more detail in the hosting section.
- HPSL is not responsible for the client / user machines that access the ETEAMS application.
- The State's hardware operating environment and supporting Software shall meet HPSL certification requirements for the applications.
- HPSL will lead the effort to identify the need for upgraded hardware and Software over time for the production environments.

**E. Status Reporting**



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT I  
WORK PLAN**

- HPSL shall conduct monthly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

**F. User Training and Change Management**

- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.

**2. ROLES AND RESPONSIBILITIES**

**A. HPSL Team Roles and Responsibilities**

**1) HPSL Team Project Executive**

The HPSL Team's Project Executives shall be responsible for advising on and monitoring the quality of the Baseline Administration, Maintenance, Support, and Application Hosting throughout the Project life cycle. The Project Executive shall advise the HPSL Team Project Manager and the State's Project leadership on the best practices.

**2) HPSL Team Project Manager**

The HPSL 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 HPSL Team. The HPSL Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Maintain and administer protocol for communication between HPSL, User Agencies, the HPSL Application Service Provider (ASP), and ELMI;
- Create and maintain the Work Plan;
- Define roles and responsibilities of all HPSL Team members;
- Provide monthly updated status reports to the State Project Manager at a monthly meeting;
- Participate in federal conference call and training sessions as needed.
- Review all Deliverables related to Federal ARRA and WIA reporting for accuracy
- Review all Deliverable related to the quarterly release for accuracy and completeness
- Review and oversee interfaces for accuracy
- Develop, Maintain, and distribute schedules related to quarterly releases and federal reporting
- Act a liaison with ELMI for federal reporting
- Assist in federal Data validation process as needed
- Attend agency user group meetings as needed
- 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;

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT I  
WORK PLAN**

- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- 3) **HPSL Team**
- The HPSL Team will consist of 2.8 FTE. This will include .8FTE Project Manager, 1FTE Help Desk Support / Business Analyst / Tester, 1FTE Database / Application Developer.. The HPSL team shall assume the following tasks
- Provide Help Desk support to the end user community. This help desk support will be for one shift - 8:00am to 5:00pm local time (GMT -5), Monday through Friday. JIRA web help desk Software will be used for reporting problems and status tracking.
  - Setup and maintain System administrator tables, user logins, and passwords for the ETEAMS Application and the FTP site
  - Act as a liaison with application users
  - Provide technical support to the application users for the FTP site and the ETEAMS application
  - Perform System level training of new users (within scope) as needed. Provide training to coordinators on new modules and enhancements that have been added as part of a quarterly release.
  - Perform Data fixes as needed and following the State's protocol for Data fixes.
  - Develop, test, and deploy critical quick fixes as needed
  - Perform weekly Data interface imports of eligible training providers and programs.
  - Perform monthly updates to the performance reports module
  - Create and Deliver Monthly ARRA DRAFT and FINAL reports for the YOUTH, ADULT, DISLOCATED WORKER, and NEG programs.
  - Create and deliver federal YOUTH, ADULT, DISLOCATED WORKER, and NEG quarterly and annual WIASRD files to ELMI.
  - Create Monthly WIASRD Excel files for the user agencies and post to the FTP site.
  - Monitor and resolve ETEAMS Data interface activities and errors.
  - Assist in the Annual Data Validation process as needed.
  - Perform System database and application upgrades, as part of the release schedule.
  - Maintain a development and test environment in the HPSL Dublin Ohio Hosting facility.
  - Requirements, Development, System Test, and Roll out of quarterly releases.
  - Configuration Management of the Source code. This includes versioning the code after each release in HP configuration management tool.

**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 Manager**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT I  
WORK PLAN**

The State Project Manager shall work side-by-side with the HPSL Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents 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 Manager has the following responsibilities:

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

### **3. BASELINE ADMINISTRATION, MAINTENANCE AND SUPPORT**

The HPSL team will provide Baseline Administration, Maintenance, and Support for the New Hampshire Workforce Investment Act Small State Reporting System (ETEAMS). Baseline administration, Maintenance, and support activities include:

- Provide Help Desk support to the end user community. This help desk support will be for one shift - 8:00am to 5:00pm local time (GMT -5), Monday through Friday. JIRA web help desk Software will be used for reporting problems and status tracking.
- Setup and maintain System administrator tables, user logins, and passwords for the ETEAMS Application and the FTP site.
- Maintain and administer protocol for communication between HPSL, User Agencies, the HPSL Application Service Provider (ASP), and ELMI.
- Act as a liaison with application users
- Participate in federal conference call and training sessions as needed
- Monthly Status meetings with State Project Manager
- Attend agency user group meetings as needed
- Provide technical support to the application users for the FTP site and the ETEAMS application
- Perform System level training of new users (within scope) as needed. Provide training to coordinators on new modules and enhancements that have been added as part of a quarterly release.
- Perform Data fixes as needed and following the State's protocol for Data fixes.
- Develop, test, and deploy critical quick fixes as needed
- Assist in the Annual Data Validation process as needed.
- Assist in the Annual Data Validation process as needed.
- Perform System database and application upgrades, as part of the release schedule.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT I  
WORK PLAN**

- Maintain a development and test environment in the HPSL Dublin Ohio Hosting facility.
- Requirements, Development, System Test, and Roll out of quarterly releases.
- Configuration Management of the Source code. This includes versioning the code after each release in HP configuration management tool.

#### **4. QUARTERLY RELEASE**

The HPSL team will Deliver and manage a Quarterly Releases as outlined in the Quarterly Release Schedule below. The quarterly releases will be determined from the SARs that are marked program fixes. The number of SARs that can be included in the given quarterly release will be driven by the effort that can be accomplished in the release schedule based on the resources assigned to this Contract (2.8 FTE). Each phase of the release is described below:

##### **A. Requirements**

- a. HPSL will send the State a list of open SAR tickets.
- b. The State will prioritize these with the assistance of the partner / user agencies and will return them to HPSL with 5 days of receipt.
- c. HPSL will create the requirements and complete development estimates based on the priority given to each by the State.
- d. With complex changes the State will offer assistance in the requirements phase
- e. The HPSL Project Manager will work with the State's Project Manager to determine what to include in the specific release based on the effort and release schedule.

##### **B. Development / System Testing**

- a. The agreed upon changes will be developed, deployed, and tested by the HPSL team in the test environment

##### **C. User Acceptance Testing**

- a. State will be responsible for completing user acceptance testing of changes in each release.
- b. Any issues will be communicated to the HPSL team.
- c. The HPSL team will resolve any issues in a timely manner and test.

##### **D. Deployment - Go LIVE**

- After UAT acceptance the by the State's Project Manager the HPSL Project manager will work with the State's Project Manager on determining a go live date.
- Deployment - Go LIVE is the process of moving the changes in the release to the production environment.
- A back-up of production will be completed prior to the deployment - Go LIVE.
- Deployment - Go LIVE will always occur outside of normal (9AM-5PM) business hours.

**Table 4.1: Release Schedule**

Release	Phase	Planned End date
1	Requirements	07/20/2011
1	Development / System Test	10/10/2011

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT I  
WORK PLAN

Release	Phase	Planned End date
1	UAT / Deployment	10/30/2011
2	Requirements	11/20/2011
2	Development / System Test	01/10/2012
2	UAT / Deployment	01/30/2012
3	Requirements	02/20/2012
3	Development / System Test	04/10/2012
3	UAT / Deployment	04/30/2012
4	Requirements	05/20/2012
4	Development / System Test	07/10/2012
4	UAT / Deployment	07/31/2012
5	Requirements	08/20/2012
5	Development / System Test	10/10/2012
5	UAT / Deployment	10/30/2012
6	Requirements	11/20/2012
6	Development / System Test	01/10/2013
6	UAT / Deployment	01/30/2013
7	Requirements	02/20/2013
7	Development / System Test	04/10/2013
7	UAT / Deployment	04/30/2013
8	Requirements	05/20/2013
8	Development / System Test	07/10/2013
8	UAT / Deployment	07/31/2013
9	Requirements	08/20/2013
9	Development / System Test	10/10/2013
9	UAT / Deployment	10/30/2013
10	Requirements	11/20/2013
10	Development / System Test	01/10/2014
10	UAT / Deployment	01/30/2014
11	Requirements	02/20/2014
11	Development / System Test	04/10/2014
11	UAT / Deployment	04/30/2014
12	Requirements	05/20/2014
12	Development / System Test	07/10/2014
12	UAT / Deployment	07/31/2014
13	Requirements	08/20/2014
13	Development / System Test	10/10/2014
13	UAT / Deployment	10/30/2014
14	Requirements	11/20/2014
14	Development / System Test	01/10/2015
14	UAT / Deployment	01/30/2015
15	Requirements	02/20/2015
15	Development / System Test	04/10/2015
15	UAT / Deployment	04/30/2015
16	Requirements	05/20/2015

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT I  
WORK PLAN

Release	Phase	Planned End date
16	Development / System Test	07/10/2015
16	UAT / Deployment	07/31/2015
17	Requirements	08/20/2015
17	Development / System Test	10/10/2015
17	UAT / Deployment	10/30/2015
18	Requirements	11/20/2015
18	Development / System Test	01/10/2016
18	UAT / Deployment	01/30/2016
19	Requirements	02/20/2016
19	Development / System Test	04/10/2016
19	UAT / Deployment	04/30/2016
20	Requirements	05/20/2016
20	Development / System Test	06/05/2016
20	UAT / Deployment	06/20/2016

## 5. REPORTING AND INTERFACES

The following reports and interfaces are within scope of this contract:

- Weekly eligible training provider imports.
- WIASRD Monthly Test Run for WIA YOUTH, ADULT, DISLOCATED, and NEG programs.
- Monthly ARRA Draft reports for YOUTH, ADULT, DISLOCATED, and NEG programs.
- Monthly ARRA Final reports for YOUTH, ADULT, DISLOCATED, and NEG programs.
- Quarterly WIASRD Initial Run for WIA YOUTH, ADULT, DISLOCATED, and NEG programs.
- Quarterly WIASRD Final Run for WIA YOUTH, ADULT, DISLOCATED, and NEG programs.
- Annual WIASRD Initial Run for WIA YOUTH, ADULT, DISLOCATED, and NEG programs.
- Annual WIASRD Final Run for WIA YOUTH, ADULT, DISLOCATED, and NEG programs.
- Annual WIASRD Data Validation Runs for WIA YOUTH, ADULT, DISLOCATED, and NEG programs.
- Monthly refresh of the ETEAMS performance reports module
- ADHOC report request from the State's Project Manager

## 6. SECURITY

HPSL shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and Services provided based on the security requirements defined in Exhibit E-1: *Security and Infrastructure*. HPSL shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT I  
WORK PLAN

7. PRELIMINARY WORK PLAN

The following Table 6.1 provides the preliminary agreed upon Work Plan for the Contract.

**Table 6.1: High Level Preliminary NH Project Plan (Start and Finish dates assume Contract in place by 07/01/2011)**

Id	Task Name	Duration	Start	Finish
1.1	<b>Maintenance &amp; Support</b> - Provide Help Desk support to the end user community. This help desk support will be for one shift - 8:00am to 5:00pm local time (GMT -5), Monday through Friday.	Ongoing	07/01/2011	06/30/2016
1.2	<b>Maintenance &amp; Support</b> - Setup and maintain System administrator tables, user logins, and passwords for the ETEAMS Application and the FTP site.	Ongoing	07/01/2011	06/30/2016
1.3	<b>Maintenance &amp; Support</b> - Maintain and administer protocol for communication between HPSSL, User Agencies, the HPSSL Application Service Provider (ASP), and ELMI.	Ongoing	07/01/2011	06/30/2016
1.4	<b>Maintenance &amp; Support</b> - Act as a liaison with application users	Ongoing	07/01/2011	06/30/2016
1.5	<b>Maintenance &amp; Support</b> - Participate in federal conference call and training sessions as needed.	Ongoing	07/01/2011	06/30/2016
1.6	<b>Maintenance &amp; Support</b> - Monthly Status meetings with State Project Manager	Monthly	07/01/2011	06/30/2016
1.7	<b>Maintenance &amp; Support</b> - Attend agency user group meetings as needed	Ongoing	07/01/2011	06/30/2016
1.8	<b>Maintenance &amp; Support</b> - Provide technical support to the application users for the FTP site and the ETEAMS application	Ongoing	07/01/2011	06/30/2016
1.9	<b>Maintenance &amp; Support</b> - Perform System level training of new users (within scope) as needed. Provide training to coordinators on new modules and enhancements that have been added as part of a quarterly release.	Ongoing	07/01/2011	06/30/2016
1.10	<b>Maintenance &amp; Support</b> - Perform Data fixes as needed and following the State's protocol for Data fixes.	Ongoing	07/01/2011	06/30/2016
1.11	<b>Maintenance &amp; Support</b> - Develop, test, and deploy critical quick fixes as needed	Ongoing	07/01/2011	06/30/2016
1.12	<b>Maintenance &amp; Support</b> - Perform weekly Data interface imports of eligible training providers and programs.	Weekly	07/01/2011	06/30/2016
1.13	<b>Maintenance &amp; Support</b> - Perform monthly updates to the performance reports module	Monthly	07/01/2011	06/30/2016

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT I  
WORK PLAN**

1.14	<b>Maintenance &amp; Support</b> - Create and Deliver Monthly ARRA DRAFT and FINAL reports for the YOUTH, ADULT, DISLOCATED WORKER, and NEG programs.	Monthly	07/01/2011	06/30/2016
1.15	<b>Maintenance &amp; Support</b> - Create and deliver federal YOUTH, ADULT, DISLOCATED WORKER, and NEG quarterly and annual WIASRD files to ELMI.	Monthly	07/01/2011	06/30/2016
1.16	<b>Maintenance &amp; Support</b> - Create Monthly WIASRD Excel files for the user agencies and post to the FTP site.	Monthly	07/01/2011	06/30/2016
1.17	<b>Maintenance &amp; Support</b> - Monitor and resolve ETEAMS Data interface activities and errors.	Ongoing	07/01/2011	06/30/2016
1.18	<b>Maintenance &amp; Support</b> - Assist in the Annual Data Validation process as needed.	Annually	07/01/2011	06/30/2016
1.19	<b>Maintenance &amp; Support</b> - Perform System database and application upgrades, as part of the release schedule.	Quarterly	07/01/2011	06/30/2016
1.20	<b>Maintenance &amp; Support</b> - Maintain a development and test environment in the HPSL Dublin Ohio Hosting facility	Ongoing	07/01/2011	06/30/2016
1.21	<b>Maintenance &amp; Support</b> - Deliver and manage a Quarterly Releases as outlined in the Quarterly Release Schedule below. The quarterly releases will be determined from the SARs that are marked program fixes. The number of SARs that can be included in the given quarterly release will be driven by the effort that can be accomplished in the release schedule based on the resources assigned to this Contract.	Quarterly	07/01/2011	06/30/2016
1.22	<b>Maintenance &amp; Support</b> - Releases - Requirements / Development / System Test / UAT / Deployment	Quarterly	07/01/2011	06/30/2016
1.23	<b>Maintenance &amp; Support</b> - Configuration Management of the Source code. Including versioning the code after each release in HP configuration management tool.	Ongoing	07/01/2011	06/30/2016
2.1	<b>Production Hosting</b> - HPSL will host the ETEAMS production site on the State's servers in the HPSL Dublin OH Data Center. The State will receive comprehensive coverage for the entire infrastructure, including the Data centers, network, servers, equipment and operational processes.	Ongoing	07/01/2011	06/30/2016
2.2	<b>Production Hosting - Backups</b> - HPSL, OH Data Center will use Symantec Backup Exec to perform full System file level back-ups on a weekly basis as well as daily incremental backups on all 3 servers. Weekly full System backups will take place on the weekend outside of normal Monday to Friday business hours (8AM to 5PM). Weekly full System backups will be stored offsite for a period of 4 weeks. Daily incremental backups will be scheduled to run from Monday through Thursday and stored onsite and rotated on a weekly basis.	Ongoing	07/01/2011	06/30/2016



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT I  
WORK PLAN**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT J  
SOFTWARE LICENSE**

**1. LICENSE GRANT**

A license agreement, incorporated by reference into this Contract between HPSL and the State is in force and shall remain in force for the duration of this Agreement. The State has a perpetual, non-exclusive, revocable, and non-transferable, limited License to use the Software and its associated Documentation, to support the number of seats and concurrent users set forth in the License Agreement, subject to the terms of the Contract. The State may allow its agents and contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and contractors that each shall abide by the terms and conditions set forth herein.

**2. SOFTWARE AND DOCUMENTATION COPIES**

HPSL shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

**3. RESTRICTIONS**

**Except as otherwise permitted under the Contract, the State agrees not to:**

- a. Remove or modify any program markings or any notice of HPSL'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 Software, and its associated Documentation, shall remain with HPSL

**5. VIRUSES**

HPSL 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, HPSL will use reasonable efforts to test the Software for viruses. HPSL shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, HPSL shall provide a master copy for comparison with and correction of the State's copy of the Software.

**6. AUDIT**

Upon forty-five (45) days written notice, HPSL may audit the State's use of the programs at HPSL's sole expense. The State agrees to cooperate with HPSL's audit and provide reasonable assistance and access to information. The State agrees that HPSL shall not be responsible for any of the State's

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT J  
SOFTWARE LICENSE**

reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, HPSL's audit rights are subject to applicable State and federal laws and regulations.

**7. NON-INFRINGEMENT**

HPSL warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software 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, HPSL shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies HPSL in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives HPSL control of the defense and any settlement negotiations; and
- c. Gives HPSL 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 HPSL believes or it is determined that any of the Material may have violated someone else's intellectual property rights, HPSL 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, HPSL may end the License, and require return of the applicable Material and refund all fees the State has paid HPSL under the Contract. HPSL will not indemnify the State if the State alters the Material without HPSL's consent or uses it outside the scope of use identified in HPSL'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. HPSL 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 HPSL. HPSL 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 HPSL without HPSL's consent.

**8. SOFTWARE ESCROW**

**8.1** HPSL represents and warrants that the currently existing source code for the Software Licensed to the State under the Contract, as well as the Documentation for such Software, and developer comments to the source code for the Software (the "Deposit Materials") will be deposited in an escrow account (Harvest) by July 31<sup>st</sup>, 2011 maintained at 27 Hazen Drive, Concord NH as required by this Contract. Future Deposit Materials for major version releases of the Software not

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT J  
SOFTWARE LICENSE**

otherwise delivered to the State Licensee as source code shall be deposited in the escrow account within 30 days of each major release.

**8.2** HPSL 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) HPSL has made an assignment for the benefit of creditors;
- (b) HPSL institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- (c) A receiver or similar officer has been appointed to take charge of all or part of HPSL's assets;
- (d) HPSL terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the 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) HPSL defaults under the Contract; or
- (f) HPSL ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

**8.3** HPSL 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 HPSL's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

**9. WARRANTIES**

HPSL warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

**9.1 Software**

HPSL 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.

For any breach of the above Support and Maintenance warranty, the State's remedy, and HPSL's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if HPSL cannot substantially correct such breach in a commercially reasonable manner, the State may end its program License and recover the fees paid to HPSL for the program License and any unused, prepaid technical support fees the State has paid for the program License; or (b) the re-performance of the deficient Services, or

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT K  
WARRANTY AND WARRANTY SERVICES**

(c) if HPSL cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to HPSL for the deficient Services.

**9.2 Non-Infringement**

HPSL warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software 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 Non-infringement in *Contract Agreement Part -3 Exhibit J Software License Item # 7.*

**9.3 Viruses; Destructive Programming**

HPSL 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.

**9.4 Compatibility**

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

**9.5 Services**

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

**9.6 Personnel**

HPSL 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.

**10. WARRANTY SERVICES**

HPSL agrees to maintain, repair, and correct Deficiencies in the System Software, 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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT K  
WARRANTY AND WARRANTY SERVICES**

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, Terms and requirements of the Contract;
- c. HPSL shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site 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, HPSL 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; 6) resolved by 7) identifying number i.e. work order number; 8) issue identified by.
- g. HPSL 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 HPSL no later than thirty business days, unless specifically extended in writing by the State and at no additional cost to the State.

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

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare HPSL in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

#### **11. WARRANTY PERIOD**

The Warranty Period shall commence upon Governor and Council approval or Contract date, whichever is later, and extend for the Term of the Contract.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT L  
TRAINING SERVICES**

**1. TRAINING**

- a. HPSL shall perform system level training of new users (within scope) as needed. HPSL shall provide training to coordinators on new modules and enhancements that have been added as part of a quarterly release. HPSL shall use a train the trainer approach for the delivery of group end-user training. The State is responsible for the delivery of group end-user training.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT M  
AGENCY RFP WITH ADDENDUMS, BY REFERENCE

**EXHIBIT M – NOT APPLICABLE TO THIS CONTRACT**



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT N  
CONTRACTOR PROPOSAL, BY REFERENCE

EXHIBIT N – NOT APPLICABLE TO THIS CONTRACT

---

2012-006 ETEAMS CONTRACT Exhibit N- Contractor Proposal, by reference

Initial All Pages:

Hewlett-Packard State & Local Enterprise Services, Inc.'s initials RS 5/24/2011

Page 57 of 58

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT  
OFFICE OF WORKFORCE OPPORTUNITY  
E-TEAMS CONTRACT  
CONTRACT 2012-006- PART 3  
EXHIBIT O  
CERTIFICATES AND ATTACHMENTS**

Attached are:

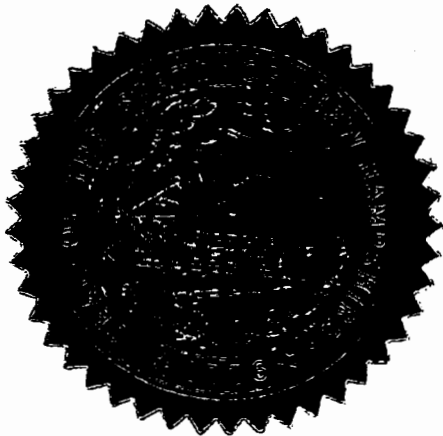
- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance

# 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 Hewlett-Packard State & Local Enterprise Services, Inc., a(n) Illinois corporation, is authorized to transact business in New Hampshire and qualified on March 18, 2004. 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 5<sup>th</sup> day of May, A.D. 2011

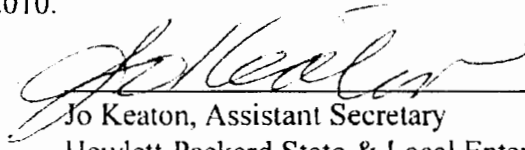
A handwritten signature in cursive script, appearing to read "Wm Gardner", written in dark ink.

William M. Gardner  
Secretary of State

## OFFICER'S CERTIFICATE

I, Jo Keaton Assistant Secretary of Hewlett-Packard State & Local Enterprise Services, Inc, a corporation organized under the laws of the State of Illinois (the "Company"), do hereby certify that the Company, effective as of January 28, 2010, has granted signature authority to Richard Tonkovich on behalf of the Company for contracts, agreements and other documents and instruments and the same remains in full force and effect as of this date.

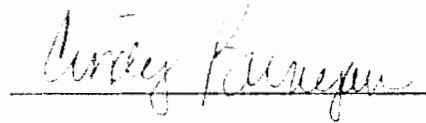
IN WITNESS WHEREOF, I have signed this Officer's Certificate on behalf of the Company this 26<sup>th</sup> day of October, 2010.

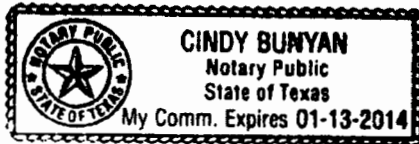
  
\_\_\_\_\_  
Jo Keaton, Assistant Secretary  
Hewlett-Packard State & Local Enterprise Services, Inc.

STATE OF TEXAS  
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared Jo Keaton, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be an Assistant Secretary of Hewlett-Packard State & Local Enterprise Services, Inc. and acknowledged to me that she executed said instrument for the purposes and consideration therein expressed and as the act of said corporation.

Given under my hand and seal of office this 26<sup>th</sup> day of October, 2010.



  
\_\_\_\_\_



**CERTIFICATE OF INSURANCE**

This certificate is furnished to you as a matter of information only. This is not an insurance policy, and the issue of this certificate does not amend or alter the coverage afforded by the policies listed on the certificate. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate is issued, the insurance afforded by the policies listed on this certificate is subject to all terms of such policies.

This certificate cancels and supersedes any and all prior certificates issued on behalf of the named insured to the certificate holder designated below.

<b>CERTIFICATE HOLDER AND ADDRESS:</b>	New Hampshire Department of Resource and Economic Development 172 Pembroke Road Concord, NH 03301-5791	<b>ISSUING HP CO. ADDRESS AND CONTACT PERSON:</b>	Hewlett-Packard State & Local Enterprise Services, Inc. 18110 SE 34 <sup>th</sup> ST Vancouver, WA 98683 Attn: Andrew Fraser	
<b>LOCATION OF RISK:</b>		<b>TELEPHONE:</b>	603-229-3320	
<b>Coverage</b>	<b>Company &amp; Policy Number</b>	<b>Policy Effective Date (mm/dd/yyyy)</b>	<b>Policy Expiration Date (mm/dd/yyyy)</b>	<b>Limit of Liability</b>
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INCL:</b> a. All States Coverage b. U.S. Longshoremen & Harbor Workers c. Maritime	Old Republic Insurance Co.: MWC 11675000  All states except CA, WA, CO, OR, WY, OH, and ND	9/30/2010	9/30/2011	Statutory Workers' Compensation Limits  Employers' Liability - see below Each Accident \$1,000,000 Disease - Each Employee \$1,000,000 Disease - Policy Limit \$1,000,000
<b>COMMERCIAL GENERAL LIABILITY, INCL. PERSONAL INJURY &amp; PROPERTY DAMAGE INCL:</b> a. Premises/Operations b. Independent Contractor c. Contractual Liability d. Completed Operations/Products e. Explosion, Underground & Collapse (XCU coverage)	Old Republic Insurance Co.: MWZY 58890	9/30/2010	9/30/2011	Bodily Injury/Property Damage Combined Single Limit \$2,500,000 Per Occurrence
<b>AUTOMOBILE COVERAGE</b> a. Owned Vehicles b. Leased Vehicles c. Hired Vehicles d. Non-owned Vehicles	Old Republic Insurance Co.: MWTB 21082	9/30/2010	9/30/2011	Bodily Injury/Property Damage Combined Single Limit \$2,500,000 Per Accident
<b>EXCESS LIABILITY</b>	Tall Tree Insurance Co.: 470-1XL0057	9/30/2010	9/30/2011	\$500,000 Combined Single Limit Excess of \$2,500,000 SIR or Underlying Policies
<b>NOTES:</b> Hewlett-Packard State & Local Enterprise Services, Inc. is an insured.				<b>Additional Insured</b> <input type="checkbox"/>
<i>Note: In the event of cancellation of the above described policy, the issuing company will endeavor to give 30 days prior written notice to the certificate holder.</i>				
<b>NAMED INSURED AND ADDRESS:</b>  HEWLETT-PACKARD COMPANY 3000 HANOVER STREET PALO ALTO, CA 94304		<b>AUTHORIZED REPRESENTATIVE</b>  Date Issued: 10/26/2010 Marsh Risk and Insurance Services, Inc. 777 S. Figueroa, Los Angeles, CA 90017 Phone: (213) 624-5555		

# EPLS

## Excluded Parties List System



### Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

### View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

### Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

### OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

### EPLS Search Results

#### Search Results for Parties Excluded by

Firm, Entity, or Vessel : Hewlett Packard State and Local Enterprise Services

As of 09-Jun-2011 3:28 PM EDT

Save to MyEPLS

**Your search returned no results.**

[Back](#) [New Search](#) [Printer-Friendly](#)

### Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

### Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

### Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

### Contact Information

- > For Help: Federal Service Desk