



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

OCT 04 12 PM 12:53 DAS

SR
JAC

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

S. William Rogers
Commissioner

September 10, 2012

His Excellency, Governor John Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

- 1) Authorize the Department of Information Technology ("DoIT") to amend the **sole source** contract between Information Management Corporation d/b/a IMC Solutions ("IMC") of North Grafton, Massachusetts, Vendor Number 174576, and the Department of Information Technology for software support and maintenance of IMC Public Safety Software required by the New Hampshire Liquor Commission (NHSLC), Bureau of Liquor Enforcement in the amount of by \$31,350.00 increasing the total contract value from \$71,285.00 to \$102,635.00.
- 2) Further authorize the Department of Information Technology to amend the contract to extend the expiration date from January 1, 2013 to December 31, 2015.

The New Hampshire Liquor Commission has confirmed that the source of their Class 27 funds, 100% Other Funds, is comprised of 100% Liquor Funds. Funds are available in the following accounts, with authority to adjust between State fiscal years, if needed and justified.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	TOTALS
	CLASS CODE-ACCOUNT CODE -CLASS TITLE		
FY13	01-03-03-030010-76770000 DoIT- IT for Liquor 038-5009038-Technology - Software	03770014	\$10,450.00
FY14	01-03-03-030010-76770000 DoIT- IT for Liquor 038-5009038-Technology - Software	03770014	\$10,450.00
FY15	01-03-03-030010-76770000 DoIT- IT for Liquor 038-5009038-Technology - Software	03770014	\$10,450.00
	Total		\$31,350.00



His Excellency, Governor John Lynch
and Honorable Executive Council
September 10, 2012
Page 2

EXPLANATION

This amendment is a sole-source award because IMC is the sole owner of the software intellectual property and is the only vendor who can provide the required support and maintenance services. Governor and Executive Council originally approved this contract on June 22, 2005 (Item 6A). The contract was amended on January 16, 2008 (Item #9) and again on December 9, 2009 (Item #10).

The IMC Public Safety application manages all the activities of the New Hampshire Liquor Commission Bureau of Enforcement, including records management, imaging, and program administration. Ongoing support and maintenance of this software is necessary to optimize the efficiency of the Bureau and to ensure that their vital work can continue on a daily basis.

The New Hampshire Liquor Commission has confirmed that the source of their Class 27 funds, 100% Other Funds, is comprised of 100% Liquor Funds.

Respectfully submitted,



S. William Rogers
Commissioner
Department of Information Technology

SWR/ltn
RID #12851
2005-033C



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
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www.nh.gov/doi

S. William Rogers
Commissioner

October 3, 2012

Joseph W. Mollica, Chairman
State of New Hampshire Liquor Commission
Storrs Street, PO Box 503
Concord, NH 03302-0503

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the request to amend a contract with Information Management Corporation d/b/a IMC Solutions, Vendor Number 174576, as described below and referenced as DoIT No. 2005-033C.

This is a request to amend a contract for software support services and maintenance for the IMC Public Safety software applications. This amendment will extend the expiration date of the contract to December 31, 2015 and increase the funding by \$31,350.00 for a total contract value of \$102,635.00. The amendment will become effective upon Governor and Council approval. This project is set forth in the State of New Hampshire Liquor Commission's Information Technology Project Name: Software Support Services for Public Safety Software, dated October 21, 2005.

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

Sincerely,

A handwritten signature in black ink, appearing to read "S. William Rogers".

S. William Rogers

SWR/ltn
DoIT 2005-033C
RID# 12851

cc: Craig Bulkley, NHSLC
Ronald Jones, DoIT
Leslie Mason, DoIT

STATE OF NEW HAMPSHIRE
Department of Information Technology
Software Support Services for IMC Publics Safety Software Applications
Contract #2005-033
CONTRACT AMENDMENT C

WHEREAS, pursuant to an Agreement approved by Governor and Council, on June 22, 2005, Item #6A , and amended on January 16, 2008, Item #9, and again on December 9, 2009, Item #10, herein after referred to as the "Agreement," Information Management Corporation ("IMC"), hereinafter referred to as "IMC," agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology, hereinafter referred to as the "Department," of certain sums as specified therein;

WHEREAS, pursuant to the Agreement (section 17 of the Form P-37) 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, IMC and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to extend the existing Contract for the provision of software maintenance and support services on the IMC Public Safety software applications utilized by the New Hampshire Liquor Commission, the Department and IMC seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the Contract price by \$31,350.00 to bring the total Contract price to \$ 102,635.

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:

General Provisions (Form P-37) of the Agreement is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of December 31, 2015.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$71,285.00 - to \$ 102,635.00

Exhibit A of the Agreement is hereby amended as specified in Table 1 below:

Table 1 - Exhibit A: Statement of Work

Contract #2005-033 Exhibit A Section Number	AMENDED TEXT
Section 1.	<p>Delete Section 1. INTRODUCTION and replace with the following:</p> <p>1. INTRODUCTION The State of New Hampshire desires to contract with Information Management Corporation d/b/a IMC Solutions ("IMC") to provide the New Hampshire Liquor Commission, Bureau of Liquor Enforcement with software support Services and maintenance for IMC Public Safety software applications.</p> <p>Services as outlined below are for the period to January 1, 2005 to December 31, 2015, in consideration total support and maintenance fee of \$102,635.00.</p>
Section 4.1	<p>Delete Section 4.1 Period of Performance and replace with the following:</p> <p>4.1 Period of Performance The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to Governor and Executive Council approval. It shall remain in effect through December 31, 2015 unless otherwise terminated in accordance with this Contract.</p>

STATE OF NEW HAMPSHIRE
Department of Information Technology
Software Support Services for IMC Publics Safety Software Applications
Contract #2005-033
CONTRACT AMENDMENT C

Section 6.3	Delete Section 6.3 Deliverables and replace with the following:	
	6.3 Deliverables	
	Part number	Description
	Year 1: 01/01/2005 – 2/31/2005	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 2: 01/01/2006 – 12/31/2006	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 3: 01/01/2007 – 12/31/2007	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 4: 01/01/2008 – 12/31/2008	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 5: 01/01/2009 – 12/31/2009	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 6: 01/01/2010 – 12/31/2010	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 7: 01/01/2011 – 12/31/2011	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 8: 01/01/2012 – 12/31/2012	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 9: 01/01/2013 – 12/31/2013	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
Year 10: 01/01/2014 – 12/31/2014	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	
Year 11: 01/01/2015 – 12/31/2015	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	



STATE OF NEW HAMPSHIRE
 Department of Information Technology
 Software Support Services for IMC Publics Safety Software Applications
 Contract #2005-033
 CONTRACT AMENDMENT C

Exhibit B of the Agreement is hereby amended as specified in Table 2 below:

Table 2 - Exhibit B: IT Services Deliverables and Payment Schedule

Contract # 2005-033 Exhibit B Section Number	AMENDED TEXT		
Section 2.	Section 2. FIRM FIXED PRICE PAYMENT SCHEDULE Delete Table 1: IT Services Deliverables and Payment Schedule and replace with:		
	Description of Agreement	Part Number	Term From / To
	Software Support Services and Maintenance	N/A	01/01/2005 – 12/31/2005
	Software Support Services and Maintenance	N/A	01/01/2006 – 12/31/2006
	Software Support Services and Maintenance	N/A	01/01/2007 – 12/31/2007
	Software Support Services and Maintenance	N/A	01/01/2008 – 12/31/2008
	Software Support Services and Maintenance	N/A	01/01/2009 – 12/31/2009
	Software Support Services and Maintenance	N/A	01/01/2010 – 12/31/2010
	Software Support Services and Maintenance	N/A	01/01/2011 – 12/31/2011
	Software Support Services and Maintenance – 24x7 support	N/A	01/01/2012 – 12/31/2012
	Software Support Services and Maintenance – 24x7 support	N/A	01/01/2013 – 12/31/2013
	Software Support Services and Maintenance – 24x7 support	N/A	01/01/2014 – 12/31/2014
	Software Support Services and Maintenance – 24x7 support	N/A	01/01/2015 – 12/31/2015
	Project Total:		\$102,635.00

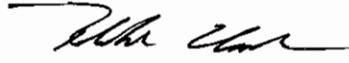
**Contract 2005-033 Software Support Services for IMC Publics Safety Software Applications
 Amendment Descriptions**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2005-033	Original Contract	6/22/2005 G&C Item #6A	\$24,825.00
Amendment #2005-033A	First Amendment (A)	1/16/2008 G&C Item #9	\$16,400.00
Amendment #2005-033B	Second Amendment (B)	12/9/2009 G&C Item #10	\$30,060.00
Amendment #2005-033C	Third Amendment (C)	Upon G&C Approval	\$31,350.00
	CONTRACT TOTAL		\$102,635.00

STATE OF NEW HAMPSHIRE
Department of Information Technology
Software Support Services for IMC Publics Safety Software Applications
Contract #2005-033
CONTRACT AMENDMENT C

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.

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



Blake Clark, Chief Financial Officer
Information Management Corporation

Date: 8/17/2012

Corporate Signature Notarized:
STATE OF _____
COUNTY OF _____

On this the ____ day of _____, 200__, before me,
_____, the undersigned Officer _____,
personally appeared and acknowledged her/himself to be the _____,
of _____, a corporation, and that she/he, as such
_____ 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
_____.

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

Notary Public/Justice of the Peace

My Commission Expires:

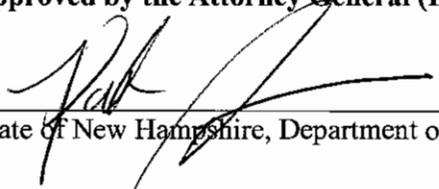
(SEAL)



S. William Rogers, Chief Information Officer
State of New Hampshire
Department of Information Technology

Date: 9/12/12

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



State of New Hampshire, Department of Justice,

Date: 1/18/12

THE
OFFICE OF THE
ATTORNEY GENERAL
STATE OF TEXAS
DALLAS, TEXAS

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INFORMATION MANAGEMENT CORPORATION doing business in New Hampshire as IMC Solutions, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on September 6, 2001. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of July, A.D. 2012

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

William M. Gardner
Secretary of State

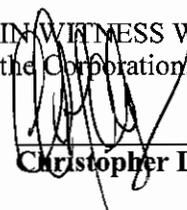


CERTIFICATE
(Corporation Without Seal)

I, **Christopher D. Maloney**, do hereby represent and certify that:

- (1) I am **Chief Executive Officer** of Information Management Corporation (Imc) a Massachusetts corporation (the "Corporation") and subsidiary of TriTech Software Systems, a California corporation.
- (2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on July 16, 2012., which meeting was duly held in accordance with Massachusetts law and the by-laws of the Corporation.
- (5) The signature of **Blake Clark, Chief Financial Officer**, of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.
- (7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as Chief Executive Officer of the Corporation. August 31, 2012.



Christopher D. Maloney, CEO

STATE OF CALIFORNIA)
)-
COUNTY OF SAN DIEGO)

On this the 31st day of August, 2012, before me, Kevin W. Dorst, Notary Public, personally appeared **Christopher D. Maloney**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)
Notary Public







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/17/2012

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

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

PRODUCER	Barney & Barney LLC CA Insurance Lic: 0C03950 9171 Towne Centre Drive, Suite 500 San Diego, CA 92122 858-457-3414	CONTACT NAME: Jennifer Myers PHONE (A/C, No, Ext): (858) 550-4984 E-MAIL ADDRESS: jenniferm@barneyandbarney.com FAX (A/C, No): (858) 909-9750
	INSURED	INSURER(S) AFFORDING COVERAGE
	TT Holdings I, Inc. Et Al (See Attached) 9860 Mesa Rim Road San Diego, CA 92121 Client # 45335	INSURER A: OneBeacon America Insurance Company NAIC # 20621 INSURER B: Columbia Casualty Company NAIC # 31127 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 441893 MST NUMBER: 22660 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			4034841338	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			7110125320001	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4060371810001	5/1/2012	5/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - FA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER CANCELLATION

State of NH Department of Information Technology Attn: Chief Information Officer 27 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jennifer Myers</i>
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Attachment Page

Named Insured Schedule

TT Holdings II, Inc.
TriTech Holdings, Inc., A Delaware Corporation
TriTech Software Systems, a California Corporation
Information Management Corporation
TriTech Emergency Medical Systems Canada ULC
TriTech Emergency Medical Systems, Inc.
TriTech Delaware, LLC
Vision Enterprises, Inc.
Vision Acquisition, Inc.
VisionAir, Inc.



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF INFORMATION TECHNOLOGY
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 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doiit

GIC
 12-9-09
 Item # 10
 Amendment B

Richard C. Bailey, Jr.
 Chief Information Officer

November 17, 2009

His Excellency, Governor John Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

- 1) Authorize the Department of Information Technology ("DoIT") to amend the **SOLE SOURCE** contract between Information Management Corporation d/b/a New Hampshire NOE Better Software, Inc. ("IMC") of North Grafton, MA, Vendor #174576, in the amount of by \$30,060.00, from \$41,225.00 to \$71,285.00 for software support and maintenance of IMC Public Safety Software required by the New Hampshire Liquor Commission (NHSLC), Bureau of Liquor Enforcement, effective upon Governor and Council approval.
- 2) Further authorize the Department of Information Technology ("DoIT") to amend the contract to extend the expiration date from January 1, 2010, to December 31, 2012 effective upon Governor and Council approval.

100% Other (Agency Class 27) funds: the Agency Class 27 used by the New Hampshire Liquor Commission to reimburse DoIT for this purchase is 100% Other (Agency Class 27) used by the New Hampshire Liquor Commission is 100% Liquor Funds. Funds are available in the following accounts, with authority to adjust between State fiscal years, if needed and justified.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	TOTALS
	CLASS CODE-ACCOUNT CODE -CLASS TITLE		
FY10	01-03-03-030010-76770000 DoIT- IT for Liquor 038-5009038-Technology - Software	03770014	\$ 9,630.00
FY11	01-03-03-030010-76770000 DoIT- IT for Liquor 038-5009038-Technology - Software	03770014	\$10,015.00
FY12	01-03-03-030010-76770000 DoIT- IT for Liquor 038-5009038-Technology - Software	03770014	\$10,415.00
	Total		\$30,060.00



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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www.nh.gov/doiit

Richard C. Bailey, Jr.
Chief Information Officer

November 13, 2009

Mark Bodi, Chairman
State of New Hampshire Liquor Commission
Storrs Street, PO Box 503
Concord, NH 03302-0503

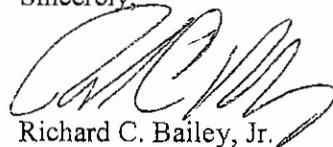
Dear Chairman Bodi:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the request to amend a contract with Information Management Corporation d/b/a NOE Better Software, Incorporated (IMC), Vendor Number 174576, as described below and referenced as OIT No. 2005-033B.

This is a request to amend a contract for software support services and maintenance for the IMC Public Safety software applications. This amendment will extend the expiration date of the contract to December 31, 2012 and increase the funding by \$30,060.00 for a total contract value of \$71,285.00. The amendment will become effective upon Governor and Council approval. This project is set forth in the State of New Hampshire Liquor Commission's Information Technology Project Name: Software Support Services for Public Safety Software, dated October 21, 2005.

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

Sincerely,



Richard C. Bailey, Jr.

RCB/ltn
DoIT 2005-033B
RID# 8939

cc: Leslie Mason, IT Manager, DoIT

STATE OF NEW HAMPSHIRE
Department of Information Technology
Software Support Services for IMC Publics Safety Software Applications
Contract #2005-033
CONTRACT AMENDMENT B

WHEREAS, pursuant to an Agreement approved by Governor and Council, on June 22, 2005, Item #6A , and amended on January 16, 2008, Item #9, herein after referred to as the "Agreement," Information Management Corporation d/b/a NOE Better Software, Incorporated ("IMC"), hereinafter referred to as "IMC," agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology, hereinafter referred to as the "Department," of certain sums as specified therein;

WHEREAS, the legal name of the Office of Information Technology was changed to the "Department of Information Technology" the parties agree that all references in the Agreement and Exhibits between the parties to the "Office of Information Technology" or "OIT" shall now be considered to reference the new legal name, Department of Information Technology ("DoIT").

WHEREAS, pursuant to the Agreement (section 17 of the Form P-37) 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, IMC and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to extend the existing Contract for the provision of software maintenance and support Services on the IMC Publics Safety software applications utilized by the New Hampshire Liquor Commission, the Department and IMC seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the Contract price by \$30,060.00 to bring the total Contract price to \$71,285.00.

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:

General Provisions (Form P-37) of the Agreement is hereby amended as follows:

1. Amend Section 1.1: State Agency Name; change the name "Office of Information Technology" to "Department of Information Technology." The parties further agree that all references in the Agreement and Exhibits between the parties to "Department of Information, Technology" or "OIT" shall now be considered to reference the new legal name, Department of Information Technology" or "DoIT."
2. Delete Section 1.3: Contractor Name and replace with Information Management Incorporated d/b/a NOE Better Software.
3. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of December 31, 2012.
4. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$41,225.00 to \$71,285.00

Exhibit A of the Agreement is hereby amended as specified in Table 1 below:

Table 1 - Exhibit A: Statement of Work

Contract # 2005-033 Exhibit A Section Number	AMENDED TEXT
Section 1.	Delete Section 1. INTRODUCTION and replace with the following:

STATE OF NEW HAMPSHIRE
Department of Information Technology
Software Support Services for IMC Publics Safety Software Applications
Contract #2005-033
CONTRACT AMENDMENT *A B*

	<p>1. INTRODUCTION</p> <p>The State of New Hampshire desires to contract with Information Management Corporation d/b/a NOE Better Software ("IMC") to provide the New Hampshire Liquor Commission, Bureau of Liquor Enforcement with software support Services and maintenance for IMC Public Safety software applications.</p> <p>Services as outlined below are for the period to January 1, 2005 to December 31, 2012, in consideration total support and maintenance fee of \$71,285.00.</p>																		
<p>Section 4.1</p>	<p>Delete Section 4.1 Period of Performance and replace with the following:</p> <p>4.1 Period of Performance</p> <p>The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to Governor and Executive Council approval. It shall remain in effect through December 31, 2012 unless otherwise terminated in accordance with this Contract.</p>																		
<p>Section 6.3</p>	<p>Delete Section 6.3 Deliverables and replace with the following:</p> <p>6.3 Deliverables</p> <table border="1" data-bbox="495 861 1372 1701"> <thead> <tr> <th data-bbox="495 861 755 924">Part number</th> <th data-bbox="755 861 1372 924">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="495 924 755 1029">Year 1: 01/01/2005 – 2/31/2005</td> <td data-bbox="755 924 1372 1029">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td data-bbox="495 1029 755 1134">Year 2: 01/01/2006 – 12/31/2006</td> <td data-bbox="755 1029 1372 1134">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td data-bbox="495 1134 755 1239">Year 3: 01/01/2007 – 12/31/2007</td> <td data-bbox="755 1134 1372 1239">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td data-bbox="495 1239 755 1344">Year 4: 01/01/2008 – 12/31/2008</td> <td data-bbox="755 1239 1372 1344">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td data-bbox="495 1344 755 1449">Year 5: 01/01/2009 – 12/31/2009</td> <td data-bbox="755 1344 1372 1449">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td data-bbox="495 1449 755 1554">Year 6: 01/01/2010 – 12/31/2010</td> <td data-bbox="755 1449 1372 1554">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td data-bbox="495 1554 755 1659">Year 7: 01/01/2011 – 12/31/2011</td> <td data-bbox="755 1554 1372 1659">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td data-bbox="495 1659 755 1701">Year 8: 01/01/2012 – 12/31/2012</td> <td data-bbox="755 1659 1372 1701">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> </tbody> </table>	Part number	Description	Year 1: 01/01/2005 – 2/31/2005	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 2: 01/01/2006 – 12/31/2006	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 3: 01/01/2007 – 12/31/2007	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 4: 01/01/2008 – 12/31/2008	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 5: 01/01/2009 – 12/31/2009	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 6: 01/01/2010 – 12/31/2010	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 7: 01/01/2011 – 12/31/2011	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 8: 01/01/2012 – 12/31/2012	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
Part number	Description																		
Year 1: 01/01/2005 – 2/31/2005	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules																		
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Year 8: 01/01/2012 – 12/31/2012	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules																		

STATE OF NEW HAMPSHIRE
 Department of Information Technology
 Software Support Services for IMC Publics Safety Software Applications
 Contract #2005-033
 CONTRACT AMENDMENT ~~A~~ B

Exhibit B of the Agreement is hereby amended as specified in Table 2 below:

Table 2 - Exhibit B: IT Services Deliverables and Payment Schedule

Contract #2005-033 Exhibit B Section Number	AMENDED TEXT			
Section 2.	Section 2. FIRM FIXED PRICE PAYMENT SCHEDULE Delete Table 1: IT Services Deliverables and Payment Schedule and replace with:			
	Description of Agreement	Part Number	Term From / To	Payment Amount
	Software Support Services and Maintenance	N/A	01/01/2005 – 12/31/2005	\$8,275.00
	Software Support Services and Maintenance	N/A	01/01/2006 – 12/31/2006	\$8,275.00
	Software Support Services and Maintenance	N/A	01/01/2007 – 12/31/2007	\$8,275.00
	Software Support Services and Maintenance	N/A	01/01/2008 – 12/31/2008	\$8,200.00
	Software Support Services and Maintenance	N/A	01/01/2009 – 12/31/2009	\$8,200.00
	Software Support Services and Maintenance	N/A	01/01/2010 – 12/31/2010	\$9,630.00
	Software Support Services and Maintenance	N/A	01/01/2011 – 12/31/2011	\$10,015.00
	Software Support Services and Maintenance	N/A	01/01/2012 – 12/31/2012	\$10,415.00
	Project Total:			\$71,285.00

Exhibit C: Special Provisions of the Agreement is hereby added as described in Table 3:

Table 3 - Exhibit C: Special Provisions

Contract #2007-070 Exhibit C Section Number	AMENDED TEXT			
Section 1.	Add Exhibit C; <i>Special Provisions</i> as follows:			
	<p>1. INSURANCE AND BOND</p> <p>Section 14 of the General Provisions Form P-37 relating to insurance and bond requirements, part 14.1.1 reads:</p> <p style="padding-left: 40px;">Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident;</p> <p>is hereby amended to read:</p>			

STATE OF NEW HAMPSHIRE
Department of Information Technology
Software Support Services for IMC Publics Safety Software Applications
Contract #2005-033
CONTRACT AMENDMENT *AB*

	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 \$1,000,000 per incident;
--	--

Contract 2005-033 Software Support Services for IMC Publics Safety Software Applications
Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2005-033	Original Contract	6/22/2005 G&C Item #6A	\$24,825.00
Amendment #2005-033A	First Amendment (A)	1/16/2008 G&C Item #9	\$16,400.00
Amendment #2005-033B	Second Amendment (B)	Upon G&C Approval	\$30,060.00
	CONTRACT TOTAL		\$71,285.00

STATE OF NEW HAMPSHIRE
Department of Information Technology
Software Support Services for IMC Publics Safety Software Applications
Contract #2005-033
CONTRACT AMENDMENT *A B*

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

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

Blake Clark
Blake Clark, Chief Financial Officer
Information Management Corporation

Date: 11/6/09

Corporate Signature Notarized:
STATE OF _____

COUNTY OF _____

On this the ____ day of _____, 200__, before me,
_____, the undersigned Officer _____,
personally appeared and acknowledged her/himself to be the _____,
of _____, a corporation, and that she/he, as such
_____ 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
_____.

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

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

Richard C. Bailey, Jr.
Richard C. Bailey, Jr., Chief Information Officer
State of New Hampshire
Department of Information Technology

Date: 11/17/09

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

Suzan Lehmann
Suzan Lehmann, Sr. Assistant Attorney General
State of New Hampshire, Department of Justice,

Date: 11/23/09

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On NOVEMBER 6, 2009 before me, MERCEDES ORNELAS NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared BLAKE CLARK
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: STATE OF NEW HAMPSHIRE - CONTRACT AMENDMENT B

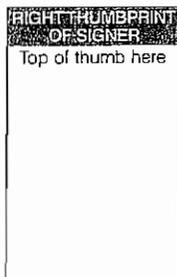
Document Date: _____ Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: BLAKE CLARK

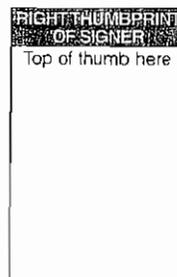
- Individual
- Corporate Officer -- Title(s): CFO
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

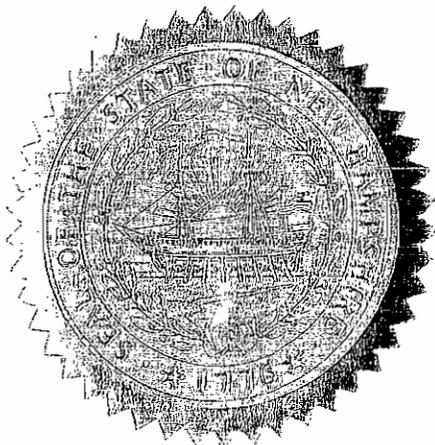


Signer Is Representing: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INFORMATION MANAGEMENT CORPORATION d/b/a in New Hampshire NOE BETTER SOFTWARE, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on September 6, 2001. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of September, A.D. 2009

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

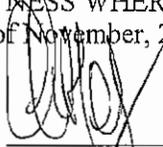
William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Chris Maloney, do hereby represent and certify that:

- (1) I am CEO of Information Management Corporation, a Massachusetts corporation (the "Corporation").
- (2) I maintain and have custody of and am familiar with the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on November 13 2007, which meeting was duly held in accordance with Massachusetts law and the by-laws of the Corporation.
- (5) The signature of Blake Clark, CFO of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as CEO of the Corporation this 6th day of November, 2009.



CEO, November 6, 2009

~~STATE OF _____~~

~~COUNTY OF _____~~ *Please, see attachment - MAO 11.06.09*

~~On this the ____ day of _____, 2009, before me,
Chris Maloney, personally appeared and acknowledged her/himself
to be the CEO, of Information Management Corporation, a
Massachusetts corporation, and that she/he, as such being authorized to do so,
executed the foregoing instrument.~~

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

Notary Public/Justice of the Peace

My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

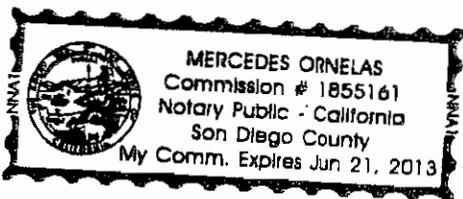
State of California

County of SAN DIEGO

On NOVEMBER 6, 2009 before me, MERCEDES ORNELAS NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared CHRIS MALONEY
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature MERCEDES ORNELAS
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: CERTIFICATE OF VOTE

Document Date: NOVEMBER 6, 2009 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: CHRIS MALONEY

- Individual
- Corporate Officer — Title(s): CEO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2009 08:22

PRODUCER Barney & Barney LLC
CA Insurance Lic: 0C03950
9171 Towne Centre Drive, Suite 500
San Diego, CA 92122
858-457-3414

INSURED Information Management Corporation
Bt AI (See Attached)
9860 Mesa Rim Road
San Diego, CA 92121

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Company	29424
INSURER B: Hartford Insurance Company of the Midwest	37478
INSURER C: Scottsdale Insurance Company	41297
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADD'L LTR INSR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 Retention	BCS0019641	5/1/2009	5/1/2010	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
					MED EXP (Any one person) \$ EXCLUDED
					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER. POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <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	72MCPJO8268MA	5/1/2009	5/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	72WEIX2071	5/1/2009	5/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
State of NH Department of Information Technology Attn: Chief Information Officer 27 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Jennifer Myers</i>

Insured: TriTech Holdings, Inc., A Delaware Corporation

Master # 10545

Cert # 197337

Attachment Page

Named Insured Schedule

TriTech Holdings, Inc., A Delaware Corporation
TriTech Software Systems, a California Corporation
Information Management Corporation





STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-271-2843 1-800-852-3345 x4208
Fax: 603-271-1516 TDD Access: 1-800-735-2964

1/16/08

Encumbrance #
971874

#211827

Richard C. Bailey, Jr.
Chief Information Officer

January 2, 2008

His Excellency, Governor John Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize to retroactively amend the **sole source** contract between Information Management Corporation (IMC) of North Grafton, Massachusetts, Vendor Number 42997 and the Office of Information Technology for information technology services required by the New Hampshire Liquor Commission (NHSLC), Bureau of Liquor Enforcement. IMC will be contracted to provide software support services and maintenance for the IMC Public Safety software applications effective to January 1, 2008 through December 31, 2009. This amendment shall increase the funding by \$16,400.00 for a total contract value of \$41,225.00 to cover support and maintenance for the next two years. Funding source: 100% Other.

Funds are available in the following accounts, with authority to adjust between State fiscal years, if needed and justified.

Fiscal Year	Account Code	Description	Amount
FY08	010 - 003 - 1670 - 0300 - 024 - 0230 - 7130400 Job Code: 03770012 Budget Line: 17534	Operations	\$8,200.00
FY09	010 - 003 - 1670 - 0300 - 024 - 0230 - 7130400 Job Code: 03770012 Budget Line: 17997	Operations	\$8,200.00
	Total		\$16,400.00

EXPLANATION

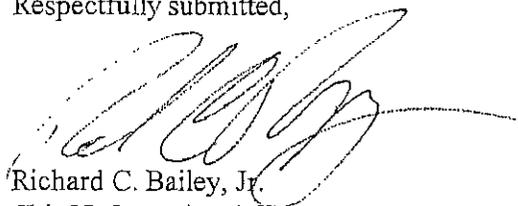
The IMC Public Safety application manages all the activities of the New Hampshire Liquor Commission Bureau of Enforcement, including records management, imaging, and program administration. The justification for a sole-source award is because only Information

Management Corporation owns the unique intellectual property and is the only vendor who can provide these required services. Ongoing support and maintenance of this software is necessary to optimize the efficiency of the Bureau.

The approval of this amendment is retroactive due to the acquisition of IMC by TriTech Software, Inc. The IMC contract was prepared for submission to Governor and Council in November, prior to the contract expiration on December 31, 2007, when notification was received that IMC had been acquired and the officers with signatory authority had changed. The contract had to be resubmitted to ICM amidst their acquisition activities, for new signatures. The final piece of documentation was returned to the State on January 2, 2008.

The New Hampshire Liquor Commission has confirmed that the source of funds, 100% Other Funds, is comprised of 100% General Funds.

Respectfully submitted,



Richard C. Bailey, Jr.
Chief Information Officer
Office of Information Technology

Approved by:



Anthony C. Maiola
Chairman



STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-271-4208 1-800-852-3345 x4208
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.
Chief Information Officer

November 13, 2007

Anthony Maiola, Chairman
State of New Hampshire Liquor Commission
Storrs Street, PO Box 503
Concord, NH 03302-0503

Dear Chairman Maiola:

This letter represents formal notification that the Office of Information Technology (OIT) has approved the request to amend a contract with Information Management Corporation (IMC), Vendor Number 42997 as described below and referenced as OIT No. 2005-033A.

This is a request to amend a contract for software support services and maintenance for the IMC Public Safety software applications. This amendment will extend the expiration date of the contract to December 31, 2009 and increase the funding by \$16,400.00 for a total contract value of \$41,225.00. The amendment will become effective upon Governor and Council approval.

This project is set forth in the State of New Hampshire Liquor Commission's Information Technology Project Name Software Support Services for Public Safety Software, dated October 21, 2005.

A copy of this letter will accompany the State of New Hampshire Office of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

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

Richard C. Bailey, Jr.

RB/tlg
OIT 2005-033A
RID# 5094

cc: Leslie Mason, IT Manager, OIT Logistics
Thomas Chagnon, IT Manager

STATE OF NEW HAMPSHIRE
Office of Information Technology
Software Support Services for IMC Publics Safety Software Applications
Contract #2005-033
CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, on June 22, 2005, Item #6A (herein after referred to as the "Agreement"), Information Management Corporation (IMC) (hereinafter referred to as the "IMC"), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Office of Information Technology (hereinafter referred to as the "Department") of certain sums as specified therein;

WHEREAS, pursuant to the Agreement (section 17 of the Form P-37) 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, IMC and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to extend the existing contract for the provision of software maintenance and support services on the IMC Publics Safety software applications utilized by the New Hampshire Liquor Commission, the Department and IMC seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the contract price by \$16,400.00 to bring the total contract price to \$41,225.00.

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:

General Provisions (Form P-37) of the Agreement is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of December 31, 2009.
2. Amcnd Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$24,825.00 to \$41,225.00.
3. Delete Section 14.1.1 and replace with:

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 **\$1,000,000 per incident**;

Exhibit A of the Agreement is hereby amended as specified in Table 1 below:

Table 1

Contract # 2005-033	AMENDED TEXT
Exhibit A Section Number	
Section 1.	<p>Delete Section 1. INTRODUCTION and replace with the following:</p> <p>1. INTRODUCTION The State of New Hampshire desires to contract with Information Management Corporation (IMC) to provide the New Hampshire Liquor Commission, Bureau of Liquor Enforcement with software support services and maintenance for IMC Public Safety software applications.</p>

STATE OF NEW HAMPSHIRE
Office of Information Technology
Software Support Services for IMC Publics Safety Software Applications
Contract #2005-033
CONTRACT AMENDMENT A

	Services as outlined below are for the period to January 1, 2005 to December 31, 2009, in consideration total support and maintenance fee of: Forty-One Thousand, Two Hundred Twenty-Five Dollars (\$41,225.00). The annual amount of Eight Thousand Two Hundred Dollars (\$8,200.00) will remain constant throughout the duration of the term of this Contract for the software options currently in use at the New Hampshire Liquor Commission, Bureau of Liquor Enforcement.												
Section 4.1	Delete Section 4.1 Period of Performance and replace with the following: 4.1 Period of Performance The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to Governor and Executive Council approval. It shall remain in effect through December 31, 2009 unless otherwise terminated in accordance with this Contract.												
Section 6.3	Delete Section 6.3 Deliverables and replace with the following: 6.3 Deliverables <table border="1" style="width: 100%;"> <thead> <tr> <th>Part number</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Year 1: 01/01/2005 – 2/31/2005</td> <td>Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td>Year 2: 01/01/2006 – 12/31/2006</td> <td>Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td>Year 3: 01/01/2007 – 12/31/2007</td> <td>Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td>Year 4: 01/01/2008 – 12/31/2008</td> <td>Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td>Year 5: 01/01/2009 – 12/31/2009</td> <td>Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> </tbody> </table>	Part number	Description	Year 1: 01/01/2005 – 2/31/2005	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 2: 01/01/2006 – 12/31/2006	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 3: 01/01/2007 – 12/31/2007	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 4: 01/01/2008 – 12/31/2008	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 5: 01/01/2009 – 12/31/2009	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
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Year 4: 01/01/2008 – 12/31/2008	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules												
Year 5: 01/01/2009 – 12/31/2009	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules												

Exhibit B of the Agreement is hereby amended as specified in Table 2 below:

Table 2: IT Services Deliverables and Payment Schedule

Contract #2005-033 Exhibit B Section Number	AMENDED TEXT			
Section 2.	Section 2. FIRM FIXED PRICE PAYMENT SCHEDULE Delete Table 1: IT Services Deliverables and Payment Schedule and replace with:			
	Description of Agreement	Part Number	Term From / To	Payment Amount
	Software Support Services and Maintenance	N/A	01/01/2005 – 12/31/2005	\$8,275.00
	Software Support Services and Maintenance	N/A	01/01/2006 – 12/31/2006	\$8,275.00

STATE OF NEW HAMPSHIRE
Office of Information Technology
Software Support Services for IMC Publics Safety Software Applications
Contract #2005-033
CONTRACT AMENDMENT A

	Software Support Services and Maintenance	N/A	01/01/2007 – 12/31/2007	\$8,275.00
	Software Support Services and Maintenance	N/A	01/01/2008 – 12/31/2008	\$8,200.00
	Software Support Services and Maintenance	N/A	01/01/2009 – 12/31/2009	\$8,200.00
	Project Total:			\$41,225.00

**Contract 2005-033 Software Support Services for IMC Publics Safety Software Applications
Contract Amendment Descriptions**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2005-033	Original Contract	6/22/2005 G&C Item #6A	\$24,825.00
Amendment #2005-033A	First Amendment (A)	Upon G&C Approval	\$16,400.00
	CONTRACT TOTAL		\$41,225.00

STATE OF NEW HAMPSHIRE
Office of Information Technology
Software Support Services for IMC Publics Safety Software Applications
Contract #2005-033
CONTRACT AMENDMENT A

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.

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

Blake Clark
Blake Clark, Chief Financial Officer
Information Management Corporation

Date: 12-13-07

Corporate Signature Notarized:
STATE OF MASSACHUSETTS
COUNTY OF Worcester

On this the 13 day of December, 2007, before me,
Michelle Raymond, the undersigned Officer BLAKE CLARK
personally appeared and acknowledged her/himself to be the CHIEF FINANCIAL OFFICER
of INFORMATION MANAGEMENT CORP., a corporation, and that she/he, as such
CHIEF FINANCIAL OFFICER 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
BLAKE CLARK.

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

Michelle Raymond
Notary Public/Justice of the Peace

My Commission Expires: Aug. 29, 2008

(SEAL)

Richard C. Bailey, Jr.

Date: 12/18/07

Richard C. Bailey, Jr., Chief Information Officer
State of New Hampshire
Office of Information Technology

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

Suzan Lehmann
Suzan Lehmann, Sr. Assistant Attorney General
State of New Hampshire, Department of Justice,

Date: 12/19/07

Blake Clark personally appeared before me as a party to the aforementioned instrument on the 13th day of December, 2007, at which time he acknowledged to me that he executed the foregoing instrument for the purposes therein contained, and that he was duly authorized to do so. My Commission Expires August 29, 2008.

CERTIFICATE
(Corporation With Seal)

I, Michele Maynard, do hereby represent and certify that:

- (1) I am the Assistant Treasurer of Information Management Corporation, a Massachusetts corporation (the "Corporation").
- (2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on November 13, 2007, which meeting was duly held in accordance with Massachusetts law and the by-laws of the Corporation.
- (5) The signature of Blake Clarke, Chief Financial Officer, of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Treasurer of the Corporation and have affixed its corporate seal this December 27, 2007.

Michele Maynard Assistant Treasurer
<Certifier and Title>

(SEAL)

STATE OF Massachusetts

COUNTY OF Worcester

On this the 27 day of December, 2007, before me, Michele Maynard, personally appeared and acknowledged her/himself to be the Assistant Treasurer, of Information Management Corporation, a Massachusetts corporation, and that she/he, as such being authorized to do so,

executed the foregoing instrument.

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

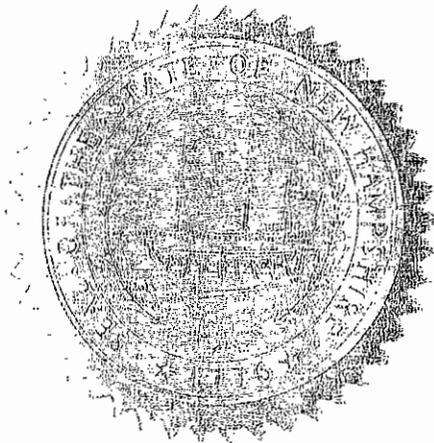
Dennis J. Daddell
Notary Public/Justice of the Peace

My Commission Expires:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INFORMATION MANAGEMENT CORPORATION d/b/a in N.H. as NOE BETTER SOFTWARE, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on September 6, 2001. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of November, A.D. 2007

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

William M. Gardner
Secretary of State

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/07

PRODUCER
Gaudette Insurance Agency, Inc
One Plummers Corner
Whitinsville, MA 01588-2100
508 234-6333

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Information Management Corp.
13 Centennial Drive
N. Grafton, MA 01536

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	General Casualty	MWI001
INSURER B	U.S. Liability Insurance Co.	
INSURER C	Philadelphia Insurance Company	
INSURER D	Citation Insurance Co.	COM097
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>	CCS0426731	12/30/06	12/30/07	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
D		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N43865	11/24/06	11/24/07	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY. EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CUP1102634B	12/30/06	12/30/07	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	CWC0426731	11/11/06	11/11/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
C		OTHER Professional	PHSD225445	12/15/06	12/15/07		\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

State of New Hampshire
27 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Arnell Z. Gaudette
BAD



STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-271-4208 1-800-852-3345 x4208
Fax: 603-271-1516 TDD Access: 1-800-735-2964

57-
6-62-6005
= H
2005-033

Richard C. Bailey, Jr.
Chief Information
Officer

May 25, 2005

His Excellency, Governor John Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize approval of the attached sole source contract between Information Management Corporation (IMC) of North Grafton, Massachusetts, Vendor Number 42997 and the Office of Information Technology for IT services required by the New Hampshire Liquor Commission (NHSLC), Bureau of Liquor Enforcement, to provide software support services and maintenance for the Public Safety software applications effective retroactively to January 1, 2005 on the date of Governor and Council approval through December 31, 2007, at an estimated cost of \$24,825.00.

Funds are available in the following accounts, with authority to adjust between State fiscal years, if needed and justified, through the director of the Division of Accounting Services.

010-003-1555-024	F05	\$8,275
010-003-1670-024	F06	8,275
010-003-1670-024	F07	<u>8,275</u>
		<u>\$24,825</u>

EXPLANATION

Justification for a sole-source award is because only Information Management Corporation possesses and owns the unique proprietary data (software) that is sought to meet required services.

This request is for the authority to contract to provide software support services and maintenance for the Public Safety software applications Project. Information Management Corporation will provide the software support and maintenance to support the application for the IMC's Calls for Service, Records Management, Investigative, Administrative, Laptop Software, and Data Dictionary Files modules. Services include, but are not limited to:

May 25, 2005

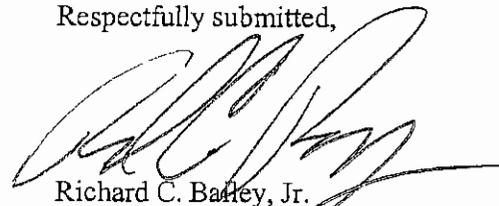
Page 2

- Telephone support Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. EST;
- Guarantees availability of technical assistance;
- Provides for additions of new programs to purchase modules and documentation free of charge;
- Provides reported problems by the Bureau of Liquor Enforcement and the corrective action taken;
- Automatic updates of IMC changes made to the records portion of MPS initiated by a state of federal agency during the course of its normal releases and send free of charge;
- Automatic updated versions of IMC to comply with any Microsoft operating system upgrades (DOS, to Windows, Windows to Win 2000, etc.); and
- Provide off-hours telephone support Monday through Friday between the hours of 5:00 p.m. and 8:00 a.m. EST, holiday, and weekends.

This contract is retroactive to January 1, 2005, due to extenuating circumstances resulting from the transfer of resources from the New Hampshire Liquor Commission to the Office of Information Technology.

This contract is sole-source because only IMC possesses and owns the unique proprietary data (software) that is sought to meet required services.

Respectfully submitted,



Richard C. Bailey, Jr.
Chief Information Officer
Office of Information Technology

Approved by



Anthony C. Maiola
Chairman



STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-271-4208 1-800-852-3345 x4208
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.
Chief Information Officer

May 26, 2005

John W. Byrne, Commissioner
Patricia T. Russell, Commissioner
State of New Hampshire Liquor Commission
Storrs Street, PO Box 503
Concord, NH 03302-0503

Dear Commissioners Byrne and Russell:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your agency's request to enter into a contract with Information Management Corporation (IMC), Vendor Number 42997 as described below and referenced as OIT No. 2005-033.

This is a request to enter into a contract for software support services and maintenance for the Public Safety software applications. The contract will become effective upon Governor and Council approval, retroactively from January 1, 2005 through December 31, 2007. The amount of the contract is not to exceed \$24,825.

This project is set forth in the State of New Hampshire Liquor Commission Strategic Information Technology Project Name Software Support Services for Public Safety Software, dated October 2003.

A copy of this letter should accompany the State of New Hampshire Liquor Commission submission to the Governor and Executive Council for approval.

Sincerely,



Richard C. Bailey, Jr.

RB/tlg
OIT 2005-052

cc: Leslie Mason, IT Manager, OIT Logistics
Howard Roundy, IT Manager

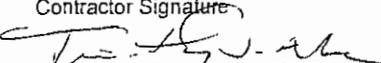
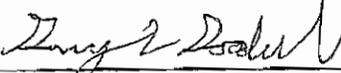
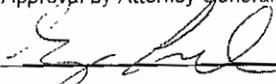
Subject: Software Maintenance and Support for IMC Public Safety Software Application

AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name Office of Information Technology		1.2 State Agency Address 49 Donovan Street, Concord, NH 03301	
1.3 Contractor Name Information Management Corporation (IMC)		1.4 Contractor Address 13 Centennial Drive, North Grafton, MA 01536	
1.5 Account No.	1.6 Completion Date December 31, 2007	1.7 Audit Date	1.8 Price Limitation \$24,825.00
1.9 Contracting Officer for State Agency Richard C. Bailey Jr., CIO		1.10 State Agency Telephone Number 603-271-4977	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signor Timothy J. Noe President	
1.13 Acknowledgment: State of MA, County of Worcester On June 1st, 2005, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name & Title of Notary or Justice of the Peace Guy F. Gaudin			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 6/2/05			
1.18 Approval by the Governor and 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 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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 those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate 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 1.5 in the event funds in that account are reduced or unavailable.			

It is unlawful to make any alteration to the text of this document.

A signature on this document signifies that no alterations have been made to the original text or format.

5. CONTRACT PRICE; LIMITATION ON PRICE; PAYMENT.

- 5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.
- 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 RSA 80:7 through 7-C or any other provision of law.
- 5.4 Notwithstanding anything 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 of these general provisions.

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 vendor 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 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 (41C.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 and conditions of this Agreement.

7. PERSONNEL

- 7.1 The performance of the Services shall be carried out by employees of the Contractor. 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 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 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.

8. EVENT OF DEFAULT, REMEDIES.

- 8.1 Anyone or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule; or
- 8.1.2 failure to submit any report required hereunder; or
- 8.1.3 failure to perform any other covenant 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; and
- 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; and
- 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
- 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 On and after the Effective Date, 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 RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require 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 to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in 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, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or 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 shall survive the termination of this Agreement.

14. INSURANCE AND BOND.

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, both for the benefit of the State, 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 incident; and

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

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **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, or any subsequent Event. No express failure of 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 default on the part of the Contractor.

16. **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, above.

17. **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 Council of the State of New Hampshire.

18. **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.

19. **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.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **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 understanding.

It is unlawful to make any alteration to the text of this document.

A signature on this document signifies that no alterations have been made to the original text or format.

State of New Hampshire
New Hampshire Liquor Commission
Bureau of Liquor Enforcement
Software Support Services for Public Safety Software Applications
Contract/RFP Number 2005-033
Maintenance/License Contract Exhibit A
Statement of Work

1. INTRODUCTION

The State of New Hampshire desires to contract with Information Management Corporation (IMC) to provide the New Hampshire Liquor Commission, Bureau of Liquor Enforcement with software support services and maintenance for Public Safety software applications.

Services as outlined below are for the period to January 1, 2005 to December 31, 2007, in consideration total support and maintenance fee of: Twenty-Four Thousand, Eight Hundred Twenty-Five Dollars (\$24,825.00). The annual amount of Eight Thousand Two Hundred and Seventy-Five Dollars (\$8,275.00) will remain constant throughout the duration of the term of this Contract for the software options currently in use at the New Hampshire Liquor Commission, Bureau of Liquor Enforcement.

Services -- Modules Supported:

- IMC's Calls for Service;
- Records Management;
- Investigative;
- Administrative;
- Laptop Software; and
- Data Dictionary Files.

The Information Management Corporation shall not allow awarded contract(s) to be sub-contracted. Information Management Corporation understands that use of a sub-contractor will immediately terminate the Contract for default.

2. CONTRACT/ORDER OF PRECEDENCE

This Contract is comprised of the Contract Documents, which are incorporated herein by reference. In the event of conflict or ambiguity among any of the text of the Contract Documents, the following order of precedence shall govern:

- New Hampshire Standard Contract Terms and Conditions, Form P-37;
- Contract # 2005-033 Exhibits A, B, and C hereto;
- Information Management Corporation Proposal of 01/01/2005, included herein by this reference.

Initial all pages:
Information Management Corporation Initials ITW

OIT Contract Exhibit A (7/04)

State of New Hampshire
New Hampshire Liquor Commission
Bureau of Liquor Enforcement
Software Support Services for Public Safety Software Applications
Contract/RFP Number 2005-033
Maintenance/License Contract Exhibit A
Statement of Work

3. SCOPE OF SERVICES

Information Management Corporation will provide the State the software, services, and deliverables described in this Contract, and the Contract Documents. In general, this Non-Exclusive Contract may include, but is not limited to software, software licenses, software maintenance, and technical support.

4. PERIOD OF PERFORMANCE/TERMINATION

4.1 Period of Performance

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to Governor and Executive Council approval. It shall remain in effect through December 31, 2007 unless otherwise terminated in accordance with this Contract. The State may exercise an option to extend at its discretion, for an additional two (2) years, not to extend beyond December 31, 2009.

4.2 Termination for Convenience

The State may terminate this Contract at its sole discretion for any reason upon thirty (30) days written notice. Upon termination for convenience, the State is entitled to a monetary refund for any unused portion of the contract as defined in Exhibit B.

5. CONTRACT ADMINISTRATION

5.1 Information Management Corporation Contract Manager

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

Mr. Timothy J. Noe
President
13 Centennial Drive
North Grafton, MA 01536
Telephone: (508) 839-6445
Fax: (508) 839 2354
Email: timnoe@imcus.com

or the designated successor.

Initial all pages:

Information Management Corporation Initials TJN

OIT Contract Exhibit A (7/04)

State of New Hampshire
New Hampshire Liquor Commission
Bureau of Liquor Enforcement
Software Support Services for Public Safety Software Applications
Contract/RFP Number 2005-033
Maintenance/License Contract Exhibit A
Statement of Work

5.2 State Contract Manager

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

Mr. Howard E. Roundy
Information Technology Manager
P. O. Box 503
Concord, New Hampshire 03302-0503
Telephone: (603) 271-3138
Fax: (603) 271-3897
Email: howard.roundy@oit.nh.gov

or the designated successor.

6. STATEMENT OF WORK/DELIVERABLES/WORK PLAN

Information Management Corporation shall perform the Services and provide the Deliverables described in this Contract.

6.1 Software License

NOT APPLICABLE

6.2 Software Support and Maintenance

6.2.1 Description

The Information Management Corporation will provide the State technical support for the Bureau of Liquor Enforcement, Public Safety software applications. The State will have access to product-trained Information Management Corporation specialists for technical questions and advanced troubleshooting by telephone or through Web case submission.

The Information Management Corporation will provide the State software maintenance for the duration of this Contract. Software maintenance includes but is not limited to, new version releases, bug fixes, patches, new drivers, and enhancements.

6.2.2 Service Level Agreement

The Information Management Corporation will provide technical support and software maintenance services in a professional manner, including but not limited to:

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Information Management Corporation Initials TJA

OIT Contract Exhibit A (7/04)

State of New Hampshire
 New Hampshire Liquor Commission
 Bureau of Liquor Enforcement
 Software Support Services for Public Safety Software Applications
 Contract/RFP Number 2005-033
 Maintenance/License Contract Exhibit A
 Statement of Work

- a. Telephone Support Monday through Friday between the hours of 8:00 AM to 5:00 PM EST;
- b. Guarantee availability of technical assistance during support hours;
- c. Add new programs to purchased modules and documentation is free of charge;
- d. Provide information to the Bureau of Liquor Enforcement on reported problems from other IMC customers and the associated corrective action taken under the maintenance agreement;
- e. Automatically update IMC changes made to the records portion of MPS initiated by a state or federal agency during the course of its normal release and send free of charge;
- f. Provide updated versions of IMC software to comply with any Microsoft operating system upgrades (DOS to Windows, Windows to Win 2000, etc.);
- g. Provide off-hours telephone support Monday through Friday between the hours of 5:00 PM to 8:00 AM EST, holiday, and weekends: Technical Assistance during off-hours will be billed at a rate of \$60.00 (sixty dollars) and hour or a portion thereof if an approving authority authorizes IMC to correct the problem(s) during off-hours whether a program bug or not, plus travel time and expenses.
- h. Provide training and/or retraining at IMC or at the NH site as requested, in accordance with the rates specified in Exhibit B, Table 2;
- i. Provide installation services as requested, in accordance with the rates specified in Exhibit B, Table 2; and
- j. Provide special programming requests, in accordance with the rates specified in Exhibit B, Table 2.

6.3 Deliverables

Part number	Description
Year 1 - 01/01/2005 - 12/31/2005	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests
Year 2 - 01/01/2006 - 12/31/2006	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests
Year 3 - 01/01/2007 - 12/31/2007	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests

State of New Hampshire
New Hampshire Liquor Commission
Bureau of Liquor Enforcement
Software Support Services for Public Safety Software Applications
Contract/RFP Number 2005-033
Maintenance/License Contract Exhibit A
Statement of Work

7. **ADDITIONAL TERMS AND CONDITIONS**

7.1 Intellectual Property Rights, and Confidentiality

- 7.1.1 The Information Management Corporation agrees to maintain the confidentiality of, and to protect from unauthorized use, disclosure, publication, and reproduction, all confidential information of the State that becomes available to The Information Management Corporation in connection with its performance under the Contract. The Information Management Corporation shall not use any information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for Information Management Corporation's performance under the Contract.
- 7.1.2 Any disclosure of the State's confidential information shall require prior written approval of the State. Information shall include, but not be limited to all data, record telecommunications content, studies, reports, written and software data files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. The State's confidential information includes but is not limited to information of the State that is not predetermined to be subject to public disclosure under the laws of the State of New Hampshire.
- 7.1.3 The Information Management Corporation shall immediately notify the State if a subpoena or other legal process is served upon Information Management Corporation regarding the State's confidential information, and Information Management Corporation shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the State's confidential information, Information Management Corporation shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law or in equity, including, but not limited to injunctive relief.
- 7.1.4 The Information Management Corporation shall not disclose any information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for Information Management Corporation's performance under the Contract.
- 7.1.5 Insofar as the Information Management Corporation seeks to maintain the confidentiality of its confidential or proprietary information, the Information Management Corporation must clearly identify in writing the information it claims to be confidential or proprietary. Information Management Corporation acknowledges

Initial all pages:

Information Management Corporation Initials TJN

OIT Contract Exhibit A (7/04)

Page 5 of 7

State of New Hampshire
New Hampshire Liquor Commission
Bureau of Liquor Enforcement
Software Support Services for Public Safety Software Applications
Contract/RFP Number 2005-033
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Statement of Work

that the State is subject to the Right to Know Law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with applicable state and federal law, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Information Management Corporation as confidential or proprietary, the State shall notify the Information Management Corporation and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Information Management Corporation's sole responsibility and at Information Management Corporation's sole expense. If The Information Management Corporation 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 the Information Management Corporation, without liability to Information Management Corporation.

7.1.6 This section 7.0 shall survive the termination of the Contract.

8. **FORCE MAJEURE**

Neither Vendor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, block outs, riots, acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

9. **INFORMATION MANAGEMENT CORPORATION**

The Information Management Corporation has read and agrees to all procedures as contained Contract Attachment 1 *Required Work Procedures*.

10. **INTERNAL ESCALATION PROCEDURE FOR DISPUTES**

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

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

Initial all pages:
Information Management Corporation Initials TSW

OIT Contract Exhibit A (7/04)

State of New Hampshire
 New Hampshire Liquor Commission
 Bureau of Liquor Enforcement
 Software Support Services for Public Safety Software Applications
 Contract/RFP Number 2005-033
 Maintenance/License Contract Exhibit A
 Statement of Work

Dispute Resolution Responsibility and Schedule Table

Level	Information Management Corporation	The State	CUMULATIVE ALLOTTED TIME
Primary	Mr. Timothy J. Noe President	Howard E. Roundy IT Manager	5 Business Days
First	Mr. Timothy J. Noe President	Peter Croteau Director of Agency Software Division	10 Business Days
Second	Mr. Timothy J. Noe President	Richard C. Bailey, Jr. Chief Information Officer	20 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.

Initial all pages:
 Information Management Corporation Initials TSN

OIT Contract Exhibit A (7/04)

State of New Hampshire
New Hampshire Liquor Commission
Bureau of Liquor Enforcement
Software Support Services for Public Safety Software Applications
Contract/RFP Number 2005-033
Maintenance/License Contract Exhibit B
Firm Fixed Price Payment Schedule

1. **DELIVERABLE PAYMENT SCHEDULE.**

All charges by the Information Management Corporation under this Contract shall be in accordance with the schedules set forth in Tables 1 below.

The State agrees to pay Information Management Corporation within thirty (30) calendar days of the State Project Manager's receipt of a correct and undisputed invoice for an accepted Deliverable.

2. **FIRM FIXED PRICE PAYMENT SCHEDULE**

Table 1: IT Services Deliverables and Payment Schedule

Description of Agreement	Part Number	Term From / To	Payment Amount
Software Support Services and Maintenance	N/A	01/01/2005 – 12/31/2005	\$8,275.00
Software Support Services and Maintenance	N/A	01/01/2006 – 12/31/2006	\$8,275.00
Software Support Services and Maintenance	N/A	01/01/2007 – 12/31/2007	\$8,275.00
Project Total:			\$24,825.00

Table 2: IT Optional Services: Training, Installation, and Special Programming

Training	Cost	Travel
Training at IMC (up to eight (8))	\$1,000.00/day	
Training at NH Site (up to eight (8))	\$1,500.00/day	\$50/hr plus expenses
Retraining at IMC	\$200.00/day per individual	
Retraining at NH Site	\$1,500.00/day	\$50/hr plus expenses
Installation Services		
Installation (150 mile radius of IMC)	\$1,000.00/day	
Installation beyond 150 mile radius of IMC	\$1,500.00/day	\$50/hr plus expenses
Expenses		
Travel and living expenses and telephone charges	Actual/per Diem where applicable	
Automobile mileage	30 cents/mile	
Special Programming Requests	\$150.00/hour	

State of New Hampshire
New Hampshire Liquor Commission
Bureau of Liquor Enforcement
Software Support Services for Public Safety Software Applications
Contract/RFP Number 2005-033
Maintenance/License Contract Exhibit B
Firm Fixed Price Payment Schedule

ATTACHMENT 1
Required IT Work Procedures

1. All work done must conform to standards and procedures established by the Office of Information Technology and the State.
2. All products developed (requirements, Specifications, Documentation, program code, other) are work for hire and ownership is in accordance with the New Hampshire Contract Terms and Conditions.
3. Any technical education needed by the Vendor to successfully complete the assumed assignment will be at the sole expense of the Vendor and provided by the Vendor.
4. Vendor must agree to provide an "equal or better" replacement for any personnel who leave employment of the Vendor during the course of the Contract.
5. Vendor must make the individuals available to be interviewed by the State prior to the Project assignment.
6. Vendor and its employees assigned to this Project must sign a "Computer Access and Use Agreement."
7. The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information.
8. Personnel assigned to the State must be available to work within ten (10) business days of the contract signing.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
03/30/05

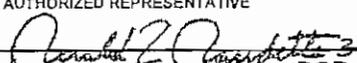
PRODUCER Gaudette Insurance Agency, Inc One Plummers Corner Whitinsville, MA 01588-2100 508 234-6333	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Information Management Corp. 13 Centennial Drive North Grafton, MA 01536	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURERS AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A: General Casualty</td> <td>CNA097</td> </tr> <tr> <td>INSURER B: U.S. Liability Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C: CNA</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: General Casualty	CNA097	INSURER B: U.S. Liability Insurance Co.		INSURER C: CNA		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: General Casualty	CNA097												
INSURER B: U.S. Liability Insurance Co.													
INSURER C: CNA													
INSURER D:													
INSURER E:													

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CCS0426731	12/30/04	12/30/05	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	HIRED AUTOS					
	<input type="checkbox"/>	NON-DWNED AUTDS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/>	ANY AUTO				OTHER THAN EA ACC AGG	\$
							\$
B		EXCESS/UMBRELLA LIABILITY	CUP1102634	12/30/04	12/30/05	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$1,000,000
	<input type="checkbox"/>	DEDUCTIBLE					\$
	<input type="checkbox"/>	RETENTION \$					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC254670331	11/11/04	11/11/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$500,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$500,000

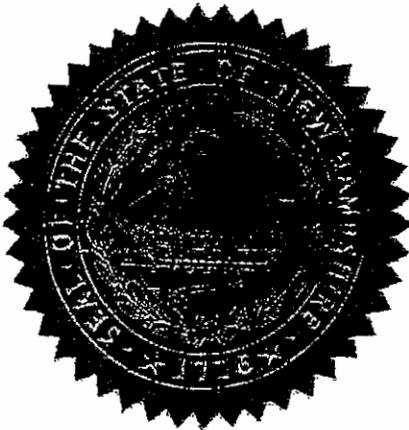
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Information Management Corp. d/b/a No Better Software in the State of New Hampshire.

CERTIFICATE HOLDER State of New Hampshire Bureau of Liquor Enforcement 10 Commercial Street Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  ROB
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State of New Hampshire
Department of State

CERTIFICATE OF AUTHORIZATION

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that a certificate of authority to do business in this state was issued to INFORMATION MANAGEMENT CORP. D/B/A in NH as NOE BETTER SOFTWARE, a(n) Massachusetts corporation, on September 6, 2001. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April, A.D. 2005

William M. Gardner

William M. Gardner
Secretary of State

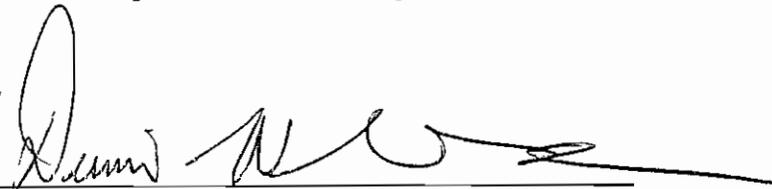
CERTIFICATE OF CORPORATE VOTE

This is to certify that at a special meeting of the Board of Directors of Information Management Corporation registered in the state of New Hampshire as Noe Better Software, held at the offices of the Corporation located at 13 Centennial Drive on January 10, 2005 at 6 p.m. all the members of the Board of Directors being present and voting, it was unanimously:

Voted: That Noe Better Software has resolved, that Timothy J. Noe, President of Noe Better Software is hereby authorized, following compliance with corporate policies and procedures, to prepare, execute and submit, on behalf of the Corporation, contracts with the State of New Hampshire Bureau of Liquor Enforcement.

A true copy

ATTEST:

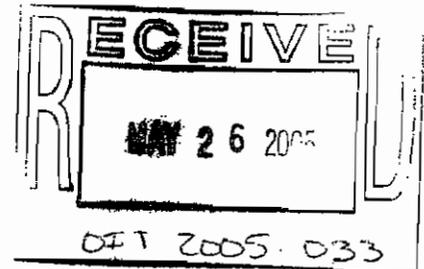

Secretary/Clerk



STATE OF NEW HAMPSHIRE
 OFFICE OF INFORMATION TECHNOLOGY
 Office of the Governor
 27 Hazen Dr., Concord, NH 03301
 603-271-4208 1-800-852-3345 x4208
 Fax: 603-271-1516 TDD Access: 1-800-735-2964

May 25, 2005

Richard C. Bailey, Jr.
 Interim Chief Information Officer
 Office of Information Technology
 27 Hazen Drive
 Concord, NH 03301



Requested Action and Explanation

Approval to enter into a sole source contract between the Information Management Corporation (IMC) of North Grafton, Massachusetts, Vendor Number 42997 and the Office of Information Technology on behalf of the New Hampshire Liquor Commission (NHSLC), Bureau of Liquor Enforcement, to provide software support services and maintenance for the IMC Public Safety software applications effective retroactively to January 1, 2005 through December 31, 2007, at an estimated cost of \$24,825.00.

Funds are available in the following accounts, with authority to adjust between State fiscal years, if needed and justified, through the Director of the Division of Accounting Services.

010-003-1565-024-0230-0326005	F05	\$8,275
010-003-1565-024-0230-0326005	F06	8,275
010-003-1565-024-0230-0326005	F07	<u>8,275</u>
		\$24,825

This contract is retroactive to January 1, 2005, due to extenuating circumstances resulting from the transfer of resources from the New Hampshire Liquor Commission to the Office of Information Technology.

Prior Related Actions

Software support services and maintenance for the IMC Public Safety software applications has previously been purchased through Information Management Corporation (IMC).

Alternatives and Benefits

No alternatives were considered.

Only Information Management Corporation possesses and owns the unique proprietary data (software) that is sought to meet required services.

Information Management Corporation will provide the software support and maintenance to support the application for the IMC's Calls for Service, Records Management, Investigative, Administrative, Laptop Software, and Data Dictionary Files modules. Services include, but are not limited to:

- Telephone support Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. EST;
- Guarantees availability of technical assistance;
- Provides for additions of new programs to purchase modules and documentation free of charge;
- Provides reported problems by the Bureau of Liquor Enforcement and the corrective action taken;
- Automatic updates of IMC changes made to the records portion of MPS initiated by a state or federal agency during the course of its normal releases and send free of charge;
- Automatic updated versions of IMC to comply with any Microsoft operating system upgrades (DOS, to Windows, Windows to Win 2000, etc.); and
- Provide off-hours telephone support Monday through Friday between the hours of 5:00 p.m. and 8:00 a.m. EST, holiday, and weekends.

Impact on Other State Agencies and Municipalities

Not Applicable.

Supporting Documentation

- OIT IT Request
- P37 State Terms and Conditions
- G&C Request Letter
- Contract Exhibit A – Statement of Work
- Contract Exhibit B – Maintenance/License Firm Fixed Price Payment Schedule
- Attachment 1 Required IT Work Procedures
- Certificate of Liability Insurance
- Certificate of Authorization
- Certificate of Corporate Vote

Summary of Requested Action

Date of most recently approved SITP: October 2003
SITP Initiative / Project Name: Software Support Services for Public Safety Software Applications
Project Beginning Date: 01/01/2005 Project Ending Date: 12/31/2007
Job Codes: 0326005

Requisition Information:

Vendor Name	Requisition Number	State contract (Y) or (N)
Information Management Corporation	P37	N

Funding Sources and Amounts:

	* Object Code(s)	FY2005	FY2006	FY2007	FY2008	TOTAL
STATE						
FEDERAL						
OTHER (Specify)	230	\$8275.00	\$8275.00	\$8275.00		\$24,825.00
TOTAL	230	\$8275.00	\$8275.00	\$8275.00		\$24,825.00

*Sources of OTHER Funding

Source	Amount

*Object codes:

115	IT Consultants (Benefitted)	243	Desktop Hardware maintenance	317	Computer Server Hardware (Replace)
116	IT Service Vendor (Benefitted)	256	Computer lease	329	Mainframe Hardware (Replace)
220	Minor software (<=500/unit)	310	PC Desktop Hardware (New)	330	PC Desktop Hardware (Replace)
223	PC Desktop supplies	312	Computer Software-Major (>\$500/unit)	465	IT Consultants (Non-Benefitted)
224	Mainframe Computer Supplies	313	Network Hardware (New)	466	IT Service Vendor (Non-Benefitted)
225	Contract Equipment Repairs	314	Network Hardware (Replace)	805	IT Training and Development
230	Software License and maintenance	315	Mainframe Hardware (New)		
231	Computer maintenance (non-desktop)	316	Computer Server Hardware (New)		

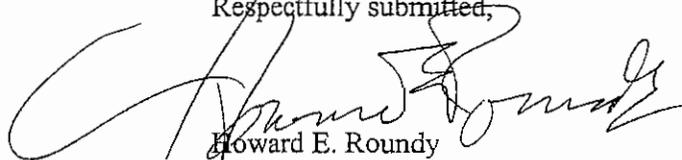
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CERTIFICATION

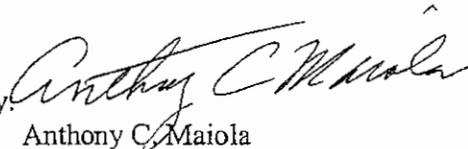
The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



Howard E. Roundy
IT Manager
Office of Information Technology

Approved by:



Anthony C. Maiola
Chairman
New Hampshire Liquor Commission