



JB 11

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doi

Peter C. Hastings
 Commissioner

September 3, 2013

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

Sole Source

REQUESTED ACTION

- 1) Authorize the Department of Information Technology (DoIT), to exercise a **Sole Source** contract extension with International Business Machines (IBM), Vendor #174837, Pittsburgh, Pennsylvania, increasing the funding by \$162,720, from \$676,582 to \$839,302, to provide Business Recovery Services (BRS) for the Department of Health and Human Services (DHHS), Division of Child Support Services and Division of Family Assistance.
- 2) Authorize the Department of Information Technology to extend this contract from September 20, 2013 through September 20, 2014, with Governor and Executive Council approval.

Funds are available in account IT for DHHS as follows with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, contingent on continued budget authorizations for FY 2015. **100% Other funds: the agency Class 27 funds used by DHHS to reimburse DoIT for this service is of 42% Federal and 58% General funds.**

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT	TOTALS
	CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC			
2014	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 – Consultants	03950039	\$40,675	
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046- 500465 – Consultants	03950041	\$81,365	
			2014 Subtotal	\$122,040
2015	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 – Consultants	03950039	\$13,558	
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 – Consultants	03950041	\$27,122	
			2015 Subtotal	\$40,680
			GRAND TOTAL	\$162,720

EXPLANATION

This amendment is sole source because this contract extension exceeds the authorization in the original contract. DoIT wishes to extend the current agreement for a year to allow DHHS to make program equipment changes and to allow DoIT to create a State based business recovery capability. If a State based solution proves unfeasible, DoIT will release a multi year RFP for Disaster Recovery Services.

The State of New Hampshire, Department of Information Technology, on behalf of DHHS, released a Request for Proposal (RFP) to procure a Disaster Recovery Site for the NECSES and New HEIGHTS systems on June 6, 2006. DHHS RFP 2006-080 sought a vendor to provide a disaster recovery facility in the event of a state-declared emergency. NECSES and New HEIGHTS applications would then be brought into operation at the vendor's facility. The contract was later amended to add services for the New HEIGHTS system on May 21, 2008 (Item #2), March 24, 2010 (Item #13) and March 7, 2012 (Item #8). DoIT released RFP 2012-115 on March 6, 2012 to replace the current disaster recovery site contract but received no compliant bids.

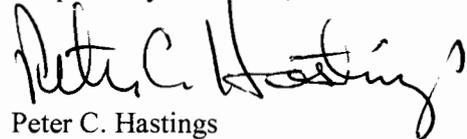
The New England Child Support Enforcement System (NECSES) is a federally mandated and funded computer system that executes on an IBM computer located at 27 Hazen Drive. The DoIT Data Center manages the IBM computer for the NECSES development group. The NECSES application is the central tool used by DCSS to manage the various aspects of any child support case throughout its entire life cycle. The federal Office of Child Support Enforcement (OCSE) mandates that the State have a Disaster Recovery Plan and Business Recovery Services to achieve NECSES certification.

Also located in the DoIT Data Center, the New HEIGHTS System is a federally mandated and funded large-scale, client/server, interactive eligibility determination and benefit issuance computer system that executes on an IBM computer located at 27 Hazen Drive. The New HEIGHTS application provides automated program support and supports the information needs at the State and local office level. Procurement of Disaster Recovery Services ensures the State is within compliance with a federal mandate. Federal regulations are codified at 45 CFR Part 95.

The availability of Business Recovery Services ensures that the State has a back-up computer system to run the NECSES and New HEIGHTS applications in the event that the IBM computer located at the DoIT Data Center becomes dysfunctional or incapacitated for an extended period of time. Short periods of service interruption are undesirable but manageable. Extended periods of service interruption would be devastating to the NECSES and New HEIGHTS clients. The Business Recovery Services specified in this contract would be provided at an IBM facility located in Sterling Forest, New York.

Approval of this contract amendment for disaster recovery services is respectfully requested.

Respectfully submitted,



Peter C. Hastings
Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
BUSINESS RECOVERY SERVICES
CONTRACT 2006-080
CONTRACT AMENDMENT E**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2006-080, on April 4, 2007, Item #18 and amended on May 21, 2008, Item #2, March 24, 2010, Item #13, March 7, 2012, Item #8, and September 19, 2012, Item #17 (herein after referred to as the "Agreement"), International Business Machines (IBM) hereinafter referred to as the "Vendor," 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, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to extend business recovery services for the Department of Health and Human Services' New England Child Support Enforcement System (NECSSES) and the New Hampshire Empowering Individuals to Get Help Transitioning to Self-sufficiency System (NEW HEIGHTS), the Department and the Vendor seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the contract price by \$162,720 to bring the total contract price to \$839,302.

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:

Form P-37 Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of September 20, 2014.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation to \$839,302.

Exhibit A: Scope of Work/Services of the Agreement is hereby amended as described in Table 1:

Table 1 – Scope of Work

Contract # 2006-080	AMENDED TEXT							
Exhibit A Section Number								
Section 6 Contract Period	Delete Section 6: Services Specifics and replace with 6. Contract Period This is a three (3) year Contract under which the initial term of the Services shall commence on Governor and Executive Council approval and extend through March 20, 2010, with extensions up to September 20, 2014, upon written agreement of the parties and approval of Governor and Executive Council.							
Section 13 Services Specifics	Delete Section 13: Services Specifics and replace with: 13. Services Specifics: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Customer Name and Address:</td> <td style="width: 50%;">Reference Numbers:</td> </tr> <tr> <td>State of New Hampshire</td> <td>Customer: 6546406</td> </tr> <tr> <td>Dept. of Information Technology</td> <td>Enterprise: 6428000</td> </tr> </table>		Customer Name and Address:	Reference Numbers:	State of New Hampshire	Customer: 6546406	Dept. of Information Technology	Enterprise: 6428000
Customer Name and Address:	Reference Numbers:							
State of New Hampshire	Customer: 6546406							
Dept. of Information Technology	Enterprise: 6428000							

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT E**

	27 Hazen Drive Concord, NH 03301-4817	Contract Period: Start Date: April 4, 2007 End Date: September 20, 2014
	IBM Address for Notices: Attn: BCRS Contract Operations IBM Corporation BP Box 700 Suffern, NY 10901-0700	Supplement: Numbers: CFTPV6C, CFTRXSC
	NECSSES Covered Address: 27 Hazen Drive Concord, NH 03301	Effective Date: Governor and Executive Council Approval Revision (yes/no): Yes Renewal (yes/no): Yes
	New HEIGHTS Covered Address: 27 Hazen Drive Concord, NH 03301	PRIMARY RECOVERY SITE: Sterling Forest, NY

**Section 14:
Configuration**

Delete Section 14: Configuration, including Sections 14A: Configuration of Services and Equipment Added in Amendment A, and replace with:
14 Configuration

New HEIGHTS and NECSSES Combined Mainframe Resources		
Quantity	Product	Description
1	2817 704	IBM zEnterprise 196
112	2817 GB!	IBM 2817 Memory 1 GB
4	Mainframe VM	VM Guest Selection
2	2817 CE3	Crypto Express3 Feature
1	Mainframe LPAR	LPAR Selection
16	DSDISK0 FCFN	IBM Disk System
56	DSDISK1 FCFN	IBM Disk System
2	DISKSERVIC 500	Disk Encryption DS8000
40	INTEL DSK1	Disk Stg Allocation (No Cost) 100 gigabyte increments of SAN attached, RAID protected disk allocated to the Intel configurations
16	SANDISK1 FC	250 GBs FC SAN Disk
1	TS3100 LTO4	IBM LTO Gen 4 Drive FC w/ACL
4	3590-FCON E11	IBM 3590 E11 FICON tape Drive with A60 controller, one FICON per 4 drives
3	3592-FCON E06	IBM TS1130 FICON tape Drive with C06 controller, one FICON per two drives
2	IP1145 DN1	InfoPrint 1145 with features IPDS, Ethernet, duplex, High Capacity, staple, 3 hole, 64MB.
1	6400 015E	LINE PRINTER MATRIX WITH IPDS, ETHERNET IPDS
1	9074 005	NON-SNA 3270 CONTROLLER
12	3270 PC	PC with 3270 Emulation
2	2817OE3 1000	2817 OSA-Express 3 1000Base-T
9	HPDL580D Base	HP Server DL580D -2.93Ghz QC Item: HP Proliant DL580 G5 Includes: 4 Way SMP Architecture

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
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		1 Intel 2.93Ghz Xeon MP Processors - Quad Core 4GBMemory 1 146 GB SCSI Hard Drive DVD-ROM Drive Dual onboard 10/100/1000 Ethernet Adapter 1 HP P400i SAS Array Controller **USB support (Note: The item listed above cannot be selected for temporary transfer.)
27	HPDL580D MEM1	Additional 4 GB Memory
33	PCOPT FC 146G	CPQ/HP Proliant Server 146GB Hard Drive
9	Preload SR1	OS Preload for Intel Server, Preload operating system
	Non-IBM Equipment	
1	IP1985 DN1	InfoPrint 1985 high speed printer with IPDS, 2 x 500 Sheet drawers
2	PCOPT FC FC15	Emulux LP12002 PCI-Express FC, Dual Port PCI-Express fiber adapter
New HEIGHTS and NEGSES Combined Network Resources		
IBM Equipment		
1	REMCONS PKG1	Hotsite Remote Console Access Console Infrastructure access Support for serial and GUI Users, Secure Access/Firewall Front End
Network Lines		
30	INT/MM	IBM MultiMegabit Internet Access - Local access to ISP point of presence from the IBM provided recovery facility. - Network interface equipment and IP router at the IBM provided recovery facility. - Wide area network interface and appropriate Ethernet port on IP router. - 29 registered IP addresses from a shared address pool. For additional addresses subscribe to INT/ADDR XYZ.
2	Line 000	Analog Dial Line
1	WEBVPN 10	Remote AccessSSL WebVPN Includes: Remote access to the IBM recovery center via customer web browser. - 10 UserID's - Broadband (Internet) gateway with appropriate microcode at

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			<p>IBM recovery center.</p> <ul style="list-style-type: none"> - private 192.168.net addresses will be assigned to users. - IBM design of IP tunneling function between customer end-user device(s) and SSL VPN gateway at IBM recovery center. <p>NOTES:</p> <ul style="list-style-type: none"> - IBM will provide certain configuration parameters including userid and password for use during exercise and outage. - Customer is responsible for providing Internet Explorer or Netscape web browser on their end user PCs. - Customer is responsible for providing Internet access for their end users. - Customer agrees to comply with prerequisites and implement instructions provided.
	2	CIASA 5540	<p>Cisco Adaptive Security Appl</p> <p>Includes: Cisco Adaptive Security Appliance 5540 with:</p> <ul style="list-style-type: none"> - (4) 10/100/1000 Copper Ethernet interfaces - (1) 10/100 management FastEthernet interface - 2GB DRAM - 5000 VPN peers - Adaptive Inspection and Prevention Security Services Module 20 (AIP-SSM-20) - (2) Virtual Firewall contexts <p>Notes:</p> <ul style="list-style-type: none"> - SSL/VPN Licenses are NOT Included.
	2	UDSV.3400 RM	<p>UDS 28.8/V.34 Modem R/M</p> <p>Includes: RS232/V.24 Cable (DB24 to RJ45 Connectors) RS232 to V.35 Converter</p>

Exhibit B of the Agreement is hereby amended as follows:

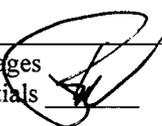
Table 2 – Contract Price

Contract # 2006-080 Exhibit B Section	AMENDED TEXT
Monthly Charges	Delete the Monthly Charges section in Exhibit B and replace with: Monthly Charges

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT E**

<p>The State agrees to pay the Total Monthly Charge for a Subscription each Month for Mainframe and Network Business Recovery Services added to the Agreement. The Total Monthly charge for the services is based on:</p> <ol style="list-style-type: none"> 1. the Configurations specified in paragraph 14 of Exhibit A; and 2. the duration of the Contract Period. 	
CONTRACT TOTALS	
	Total Monthly Charge CFTRXSC: \$ 11,755
	Total Monthly Charge CFTPV6C: \$ 1, 805
	Total Monthly Charge \$ 13,560
	Minimum Total Monthly Charge CFTRXSC: \$ 11,755
	Minimum Total Monthly Charge CFTPV6C: \$ 1, 805
	Minimum Total Monthly Charge \$ 13,560
OPTIONAL FEES	
RECOVERY CHARGES	Recovery charges are assessed only in the event of a disaster declaration.
	Initial Recovery Charge CFTRXSC: \$23,510
	Initial Recovery Charge CFTPV6C: \$3,610
	Day(s) Included in Initial Recovery Charge: 2
	Daily Recovery Charge per day thereafter CFTRXSC: \$11,755
	Daily Recovery Charge per day thereafter CFTPV6C: \$1,805
	Additional Recovery Exercise time, per 4-hr block CFTRXSC \$3,999
Additional Recovery Exercise time, per 4-hr block CFTPV6C \$1,200	
Additional Recovery Exercise time, per exercise CFTRXSC \$7,997	
Additional Recovery Exercise time, per exercise CFTPV6C \$2,400	
TELECOMM	One time charge Usage charges are billed separately – Not applicable to this contract. N/A
GENERAL	Work space allocated at time of event - Not applicable to this contract N/A
Monthly Charges	Add the following table:
	CONTRACT TOTALS
	Total Monthly Charge \$13,560
	Total Annual Charge \$162,720

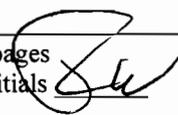
Table 3 - Contract History

Initial all pages
Vendor Initials 

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT E

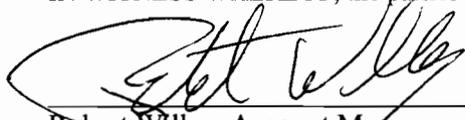
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2006-080	Original Contract	April 4, 2007, Item #18	\$115,844.
2006-080 Amendment A	Amendment	May 21, 2008 Item #2	\$130,262.
2006-080 Amendment B	Amendment	March 24, 2010 Item #13	\$219,888.
2006-080 Amendment C	Amendment	March 7, 2012 Item #8	\$69,048
2006-080 Amendment D	Amendment	September 19, 2012	\$141,540
2006-080 Amendment D	Amendment	Upon G&C Approval	\$162,720
	CONTRACT TOTAL		\$839,302

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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT E

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



Robert Willey, Account Manager
International Business Machines Corporation

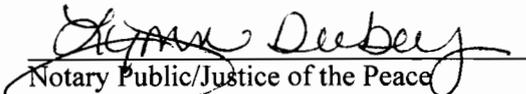
Date: 9/3/13

Corporate Signature Notarized:
STATE OF NH

COUNTY OF Merrimack

On this the 3rd day of September, 2013, before me, Robert Willey,
the undersigned Officer IBM Corp., personally appeared and acknowledged
her/himself to be the Account Manager, of IBM Corp,
a corporation, and that she/he, as such Account Manager 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 Robert Willey - Account Manager

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



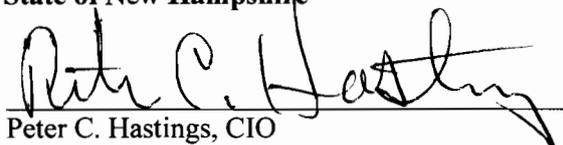
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)



State of New Hampshire



Peter C. Hastings, CIO
State of New Hampshire
Department of Information Technology

Date: 9/3/13

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



State of New Hampshire, Department of Justice

Date: 9/4/13

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

**MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS**

FOR

STATE OF NEW HAMPSHIRE

**27 HAZEN DR
CONCORD, NH 03301-6503**

SUBMITTED BY:

**Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700**

Supplement Number: CFTRXSC
Package ID: 20130828111447
Date Generated: 08/28/2013
This offer is good until: 09/21/2013

Supplement for Multivendor Information Technology Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Multivendor Information Technology Recovery Services (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address

STATE OF NEW HAMPSHIRE
27 HAZEN DR
CONCORD, NH 03301-6503

REFERENCE NUMBERS

Attachment: B001204
Agreement: HW30679
Customer: 6546406
Enterprise: 6428000

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

CONTRACT PERIOD

Start Date: 09/21/2013
End Date: 09/20/2014

SUPPLEMENT

Number: CFTRXSC
Effective Date: 09/21/2013
Revision (yes/no): No
Renewal (yes/no): Yes

Covered Address:

27 HAZEN DR
CONCORD, NH 03301-6503

Primary Recovery Site

Sterling Forest, NY

Monthly Charges

Total Monthly Charge: \$11,755
Minimum Total Monthly Charge: \$11,755

Recovery Charges

Initial Recovery Charge: \$23,510
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$11,755

Recovery Exercise

Initial Contract Period Year 1 – Total Hours: 0
Number of Exercises: 0
Each subsequent twelve-month period – Total Hours: 0
Number of Exercises: 0
Additional Recovery Exercise Time, per 4-hour block: \$3,999
Additional Recovery Exercise, per Exercise: \$7,997

General

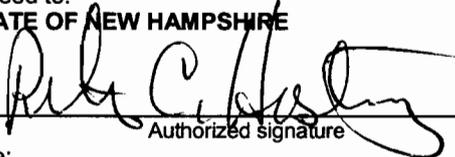
Telecommunications

One-Time Charge: \$0
Usage charges are billed separately.
Work area space allocated at time of Event.

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 09/21/2013.

Agreed to:
STATE OF NEW HAMPSHIRE

By  _____
Authorized signature

Title:
Name (type or print):
Date:

Customer identification number: 6546406

Agreed to:
International Business Machines Corporation

By  _____
Authorized signature

Title: *CLIENT MANAGER*
Name (type or print):
Date: *9/3/13*

Attachment number: B001204

Supplement for Multivendor Information Technology Recovery Services (Continued)

Customer Name: STATE OF NEW HAMPSHIRE

Processor type/model: 2817 704

Customer Number: 6546406

Address: 27 HAZEN DR
 CONCORD, NH 03301-6503

Primary Recovery Site: Sterling Forest, NY

Contract Number: CFTRXSC.20.1.1

Equipment Configuration

Quantity Or Units	Type	Model	Product Description
2817/704			
1	2817	704	IBM zEnterprise 196
112	2817	GB1	IBM 2817 Memory - 1st 2817
	Provides 1 GB of processor memory on the first 2817.		
2	2817	CE3	2817 Crypto Express3
	Includes one 2817 Crypto Express3 feature 0864 (2 PCI-E adapters). Maximum of two 2817 CE3 supported per 2817 mainframe.		
1	MAINFRAME	LPAR	LPAR Selection (No cost)
4	MAINFRAME	VM	VM Guest Selection (No cost)
16	DSDISK0	FCFN	IBM Disk System
	Includes: 250 GBs of RAID protected Tier 1 IBM disk, with PTC, PAV, HPAV authorization and Fibre Channel and FICON host connectivity		
56	DSDISK1	FCFN	IBM Disk System
	Includes: 250 GBs of RAID protected Tier 1 IBM disk, with PTC, PAV, HPAV authorization and Fibre Channel and FICON host connectivity		
2	DSKSERVIC	500	Disk Encryption - DS8000
	This service enables full disk encryption to encrypt data at rest on contracted DS8700 and/or DSDISK1 disk capacity.		
4	3590-FC0N	E11	IBM 3590 E11 FICON Tape Drive
	Includes: One 3590 E11 tape drive on a 3590 A60 controller with one FICON port per four 3590 E11 drives, and Extended Media Support		
3	3592-FC0N	E06	IBM TS1130 Tape Drive - E06
	Includes: One 3592 E06 tape drive on a 3592 C06 controller with one FICON port per two drives, and Encryption feature. or FC connectivity for Open Systems and Wintel server attachment.		
1	TS3100	LT04	IBM LTO Gen 4 Drive FC w/ACL
	Includes: 1 FC attached IBM LTO-4 tape drive, with autoloader, barcode reader and encryption features.		
1	6400	015E	LINE MATRIX PRINTER
	Includes: - Feature 4830 COAX/TWINAX ATTACHMENT - Feature 6861 ETHERNET IPDS (W/Network Interface Card) Interfaces: RS-232/RS-422, IEEE 1284/Centronics Parallel, Coax/Twinax (SCS/IPDS), 10/100BaseT Ethernet (ASCII/IPDS), Auto Switching		
2	IP1145	DN1	InfoPrint 1145 (45 PPM) CS
	This printer includes the following features and/or functions: IPDS (#4820), 100/10 Ethernet (standard), Token Ring (#4120), 5 drawers (#4520 High capacity feeder), 64Mb memory (standard),		

Duplex (standard), Finisher (prereq is #4520)...staple/three hole punch/offset stacking.
 Infoprint 1145 (M/T 4545-DN1)

1 IP1985 DN1 InfoPrint 1985 (50 PPM)
 Includes: 2 x 500 Sheet Drawer, 2/3-Hole Finisher, IPDS and SCS/TNe card, Bar code card

12 3270 PC PC with 3270 emulation
 Personal Computer configuration including a Fast Ethernet port, Windows, and TN3270E 3270 terminal emulation software.
 Prerequisite: 2074 Ethernet port with IBM assigned TCP/IP address.

1 9074 005 Non-SNA 3270 Controller
 Includes: 2 FICON ports and 3 Ethernet ports
 Prerequisite: A "3270 PC" solution is required for local non-SNA support. Support for any other PC connection requires a "REMCONS PKG1" solution.

2 28170E3 1000 2817 OSA-Express3 1000BASE-T
 Includes: Two 2817 OSA-Express3 1000BASE-T Ethernet ports.
 Maximum of four 28170E3 1000 supported per 2817 processor.

Intel

40 INTEL DSK1 Disk Stg Allocation (No Cost)
 100 gigabyte increments of SAN attached, RAID protected disk allocated to the Intel configurations

16 SANDISK1 FC 250 GBs FC SAN Disk
 Includes: 250 GBs of RAID protected Tier 1 disk capacity with Fibre Channel connectivity. The disk technology may be attached to an IBM San Volume Controller versus direct attached to the contracted servers. BCRS technicians will manage and configure the connectivity between devices

9 HPDL580D BASE HP Server DL580D -2.93Ghz QC
 Item: HP ProLiant DL580 G5
 Includes: 4 Way SMP Architecture, 1 Intel 2.93Ghz Xeon Proc-Quad Core 4GB Memory, 1 146 GB SCSI Hard Drive DVD-ROM Drive, Dual onboard 10/100/1000 Ethernet Adapter 1 HP P400i SAS Array Controller, USB support

27 HPDL580D MEM1 Add'l HPDL580D 4GB Memory

33 PCOPT FC 146G CPQ/HP Server 146G Hard Drive

2 PCOPT FC FC15 Emulex LP12002 PCI-Xpress FC
 Emulex LP12002 - Dual Port PCI-Express fiber adapter

9 PRELOAD SR1 OS Preload For Intel Server
 Includes: The pre-loading of a supported server operating system for Intel based servers.
 Supported operating systems are:
 Microsoft Windows 2003 Standard Edition-32 R2
 Microsoft Windows 2003 Enterprise Edition-32 R2
 Microsoft Windows 2003 Standard Edition-64 bit R2
 Microsoft Windows 2003 Enterprise Edition-64 bit R2
 Windows Server 2008 Standard 32 Bit (Full Installation)
 Windows Server 2008 Enterprise 32 Bit(Full Installation)
 Windows Server 2008 Standard 64 Bit (Full Installation)
 Windows Server 2008 Enterprise 64 Bit(Full Installation)
 Win Server 2008 Standard 64 Bit (Full Installation) R2
 Win Server 2008 Enterprise 64 Bit(Full Installation) R2
 VMWare ESX 2.5.x
 VMWare ESX 3.0.x
 VMWare ESX 3.5.x
 VMWare vSphere 4.x
 VMWare ESXi 4.x
 VMWare ESXi 5.x
 Please refer to the associated attachment regarding the preload of a server operating system.

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

**MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS**

FOR

STATE OF NEW HAMPSHIRE

**27 HAZEN DR
CONCORD, NH 03301-6503**

SUBMITTED BY:

**Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700**

Supplement Number: CFTPV6C
Package ID: 20130828111538
Date Generated: 08/28/2013
This offer is good until: 09/21/2013

Supplement for Multivendor Information Technology Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Multivendor Information Technology Recovery Services (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address

STATE OF NEW HAMPSHIRE
27 HAZEN DR
CONCORD, NH 03301-6503

REFERENCE NUMBERS

Attachment: B001204
Agreement: HW30679
Customer: 6546406
Enterprise: 6428000

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

CONTRACT PERIOD

Start Date: 09/21/2013
End Date: 09/20/2014

SUPPLEMENT

Number: CFTPV6C
Effective Date: 09/21/2013
Revision (yes/no): No
Renewal (yes/no): Yes

Covered Address:

27 HAZEN DR
CONCORD, NH 03301-6503

Primary Recovery Site

Sterling Forest, NY

Monthly Charges

Total Monthly Charge: \$1,805
Minimum Total Monthly Charge: \$1,805

Recovery Charges

Initial Recovery Charge: \$3,610
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$1,805

Recovery Exercise

Initial Contract Period Year 1 – Total Hours: 0
Number of Exercises: 0
Each subsequent twelve-month period – Total Hours: 0
Number of Exercises: 0
Additional Recovery Exercise Time, per 4-hour block: \$1,200
Additional Recovery Exercise, per Exercise: \$2,400

General

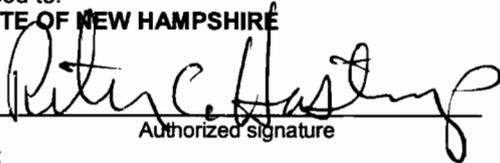
Telecommunications

One-Time Charge: \$0
Usage charges are billed separately.
Work area space allocated at time of Event.

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 09/21/2013.

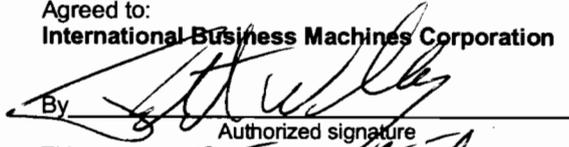
Agreed to:
STATE OF NEW HAMPSHIRE

By 
Authorized signature

Title:
Name (type or print):
Date:

Customer identification number: 6546406

Agreed to:
International Business Machines Corporation

By 
Authorized signature

Title: CLIENT MANAGER
Name (type or print):
Date: 9/3/13

Attachment number: B001204

Supplement for Multivendor Information Technology Recovery Services (Continued)

Customer Name: STATE OF NEW HAMPSHIRE
 Processor type/model: NULLCPU NET
 Customer Number: 6546406 Total Memory(CPU Memory) N/A
 Address: 27 HAZEN DR Total Disk (for DASD) N/A
 CONCORD, NH 03301-6503
 Primary Recovery Site: Sterling Forest, NY
 Contract Number: CFTPV6C.20.1.1

Equipment Configuration

Quantity Or Units	Type	Model	Product Description
-------------------	------	-------	---------------------

NULLCPU/NET[1]			
1	NULLCPU	NET	Empty CPU, Network
30	INT/MM	IBM	MultiMegabit Internet Access
Includes: - Local access to ISP point of presence from the IBM provided recovery facility.			
- Network interface equipment and IP router at the IBM provided recovery facility.			
- Wide area network interface and appropriate Ethernet port on IP router.			
- 29 registered IP addresses from a shared address pool. For additional addresses subscribe to INT/ADDR XYZ.			

Notes:

- Each selection of Qty 1 is equivalent to 1Mb Internet Access
 - This Internet solution uses shared resources available to customers at all recovery locations in the U.S. The additional Internet Access terms in your contract apply.
 - Available during recovery exercise or outage emergency only.
- | | | | |
|--|---------|------|-------------------------------|
| 2 | LINE | 000 | Analog Dial Line |
| 1 | REMCONS | PKG1 | Hotsite Remote Console Access |
| Includes: Console infrastructure access | | | |
| Support for Serial and GUI Users | | | |
| Secure Access/Firewall Front End | | | |
| 1 | WEBVPN | 10 | Remote Access SSL WebVPN |
| Includes: Remote access to the IBM recovery center via customer web browser. | | | |

- 10 UserID's
- Broadband (Internet) gateway with appropriate microcode at IBM recovery center.
- private 192.168.net addresses will be assigned to users.
- IBM design of IP tunneling function between customer end-user device(s) and SSL VPN gateway at IBM recovery center.

NOTES:

- IBM will provide certain configuration parameters including userid and password for use during exercise and outage.
 - Customer is responsible for providing Internet Explorer or Netscape web browser on their end user PCs.
 - Customer is responsible for providing Internet access for their end users.
 - Customer agrees to comply with prerequisites and implement instructions provided.
- | | | | |
|--|-------|------|------------------------------|
| 2 | CIASA | 5540 | Cisco Adaptive Security Appl |
| Includes: Cisco Adaptive Security Appliance 5540 with: | | | |

- 2GB DRAM
- (4) 10/100/1000 Copper Ethernet interfaces
- (1) 10/100 management FastEthernet interface
- 5000 VPN peers
- Adaptive Inspection and Prevention Security Services Module 20 (AIP-SSM-20)(Includes IDS)
- (2) Virtual Firewall contexts
- (2) SSL VPN licenses
- IDS/IPS Capable

2 UDSV.3400 RM UDS 28.8/V.34 Modem R/M
Includes: RS232/V.24 Cable (DB24 to RJ45 Connectors)
RS232 to V.35 Converter



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Peter C. Hastings
Commissioner

September 3, 2013

Wendy Pouliot
Director of Operations
State of New Hampshire
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Dear Director Pouliot:

This letter represents formal notification that the Department of Information Technology has approved your request to amend an existing contract with International Business Machines to supply business recovery services to the Department of Health and Human Services, Division of Family Assistance (DHHS DFA), New HEIGHTS System and the Division of Child Support Services (DCSS) New England Child Support Enforcement System (NECSSES) as described below and referenced as DoIT No. 2006-080E.

This is a request for approval to amend a contract between International Business Machines and the Department of Information Technology on behalf of Department of Health and Human Services, DFA and DCSS. In the event NECSSES and/or New HEIGHTS are deemed inoperable at the New Hampshire State site, the systems will be reconstituted and will operate from the IBM Sterling New York site. This amendment increases the contract funding by \$162,720, from \$676,582 to \$839,302 and extends the expiration date from September 20, 2013 to September 20, 2014.

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

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/dcp

cc: Dave Perry, Bureau of Finance & Administration, Contracts Unit

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 INTERNATIONAL BUSINESS MACHINES CORPORATION a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on August 17, 1934. 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 3rd day of September, A.D. 2013

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

William M. Gardner
Secretary of State



September 3, 2013

Mr. Peter Hastings
State of New Hampshire
27 Hazen Drive
Concord, NH 03301

Subject: Authority to sign on Behalf of IBM

Dear Mr. Hastings:

Please accept this letter as notification that Robert Willey, Public Sector Client Manager is authorized to sign contracts on behalf of IBM Corporation as evidenced in the attached Delegation of Authority Letter signed by Jon Bancone on May 16, 2011.

Sincerely,

A handwritten signature in black ink that reads "Monica Davis". The signature is written in a cursive, flowing style.

Monica Davis
Consulting Contracts & Negotiations Specialist
State and Local Government Legal Practice Group
IBM Sales & Distribution

CC: Rob Willey

DELEGATION OF AUTHORITY

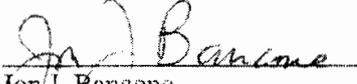
I, Jon J. Bancone, Associate General Counsel, IBM North America Sales & Distribution, do hereby certify that said Associate General Counsel, in accordance with and pursuant to resolutions of the Board of Directors of International Business Machines Corporation ("IBM") duly adopted at a meeting duly held and called on April 25, 1994, and those certain Letters of Authority dated November 15, 1995, and May 6, 2011, has been duly authorized to execute and deliver in the name of and on behalf of IBM any contract or other document or instrument necessary or appropriate in the ordinary course of IBM's business, including, but not limited, to bid documents for the sale of IBM products and services to federal, state and local governments and agencies, purchase orders and sales agreements, and the like, and to delegate this authorization within the IBM organization in the United States, including Puerto Rico; and that said authorization has not been modified, amended or rescinded and continues in full force and effect. So authorized, I hereby delegate said authority to execute and deliver in the name of and on behalf of IBM any such contract or other document or instrument reasonably related to, or performed in accordance with, the job duties, and/or responsibilities of the persons holding the below listed positions in the IBM organization in the United States, including Puerto Rico:

President
Treasurer
Vice President
General Manager
Partner
Associate Partner

Position titles that include the words:

Counsel
Attorney
Director
Executive
Sales Manager
Program Manager
Sales Representative
Sales Specialist
Contracts & Negotiations
Client Manager
Project Manager
Business Operations Manager
Client Relationship Representative
Client Unit Executive
Customer Fulfillment Manager
Customer Fulfillment Professional
Service Delivery Manager
Service Delivery Executive
Software Engineer
System Service Representative

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said International Business Machines Corporation on this 16th day of May 2011.



Jon J. Bancone
Associate General Counsel
IBM North America Sales & Distribution



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2013

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 Aon Risk Services Northeast, Inc. 199 Water Street New York, NY 10038 Phone: 866.266.7475 Fax: 866.467.7847	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
PRODUCER CUSTOMER ID #:		
INSURED International Business Machines Corp. 1 New Orchard Road Armonk, NY 10504 United States		INSURER(S) AFFORDING COVERAGE COMPANY A: Liberty Mutual Fire Insurance Company COMPANY B: Liberty Mutual Insurance Corporation COMPANY C: National Union Fire Insurance Company of Pittsburgh, PA
		NAIC #

COVERAGES

CERTIFICATE NUMBER: 179036

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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE AGGREGATE
A B B B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EL2-621-004158-843 (VI) WA5-62D-004158-443 (AOS) ** WA5-62D-004158-673 (MN) WC5-621-004158-153 (WI) EW5-62N-004158-893 (Excess OH) 83-129289 (Guam)	1/1/2013 1/1/2013 1/1/2013 1/1/2013 1/1/2013	1/1/2014 1/1/2014 1/1/2014 1/1/2014 1/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE - EA EMPLOYEE \$5,000,000 E.L. DISEASE - POLICY LIMIT \$5,000,000

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

** Includes EL coverage for monopolistic states ND, PR, WA, WY

** (AOS) = All Other States

Please see page 2 for any additional language.

CERTIFICATE HOLDER
 Peter Hastings
 27 Hazen Drove
 Concord, NH 03301
 United States
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Authorized Representative:
 Aon Risk Services Northeast, Inc.

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Archival
Amendment
A → D

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doi

S. William Rogers
 Commissioner

September 4, 2012

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

REQUESTED ACTION

- 1) Authorize the Department of Information Technology (DoIT), to exercise a **Sole Source** contract extension with International Business Machines (IBM), Vendor #174837, Pittsburgh, Pennsylvania, increasing the funding by \$141,540, from \$535,042 to \$676,582, to provide Business Recovery Services (BRS) for the Department of Health and Human Services (DHHS), Division of Child Support Services and Division of Family Assistance.
- 2) Authorize the Department of Information Technology to extend this contract from September 20, 2012 through September 20, 2013, with Governor and Executive Council approval.

Funds are available in account IT for DHHS as follows with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, contingent on continued budget authorizations for FY 2014. **100% Other funds: the agency Class 27 funds used by DHHS to reimburse DoIT for this service is of 42% Federal and 58% General funds.**

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB#	AMOUNT	TOTALS
	CLASS CODE-ACCOUNT CODE- OBJ (ACCOUNT) DESC			
2013	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 – Consultants	03950039	\$35,381	
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046- 500465 – Consultants	03950041	\$70,774	
			2013 Subtotal	\$106,155
2014	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 – Consultants	03950039	\$11,794	
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 – Consultants	03950041	\$23,591	
			2014 Subtotal	\$35,385
			GRAND TOTAL	\$141,540

EXPLANATION

The State of New Hampshire, Office of Information Technology, on behalf of DHHS, released a Request for Proposal (RFP) to procure a Disaster Recovery Site for the NECSES and New HEIGHTS systems on June 6, 2006. DHHS RFP 2006-080 sought a vendor to provide a hot-site facility in the event of a state-declared emergency. NECSES and New HEIGHTS applications would then be brought into operation at the vendor's facility. The contract was later amended to add services for the New HEIGHTS system on May 21, 2008 (Item #2), March 24, 2010 (Item #13) and March 7, 2012 (Item #8). DoIT released RFP 2012-115 on March 6, 2012 to replace the current disaster recovery site contract. The reason for **Sole Source** is because the only bid received did not conform to the requirements of the bid process and was rejected. Consequently, DoIT is asking to extend the contract for one more year to allow for another RFP to be issued. This time it is the intention of DoIT to conduct research into the existence of potential vendors and to discover any reason why this year's unsuccessful RFP failed to attract more proposals.

The New England Child Support Enforcement System (NECSES) is a federally mandated and funded computer system that executes on an IBM computer located at 29 Hazen Drive. The DoIT Data Center manages the IBM computer for the NECSES development group. The NECSES application is the central tool used by DCSS to manage the various aspects of any child support case throughout its entire life cycle. The federal Office of Child Support Enforcement (OCSE) mandates that the State have a Disaster Recovery Plan and Business Recovery Services to achieve NECSES certification.

Also located in the DoIT Data Center, the New HEIGHTS System is a federally mandated and funded large-scale, client/server, interactive eligibility determination and benefit issuance computer system that executes on an IBM computer located at 27 Hazen Drive. The New HEIGHTS application provides automated program support and supports the information needs at the State and local office level. Procurement of Disaster Recovery Services ensures the State is within compliance with a federal mandate. Federal regulations are codified at 45 CFR Part 95.

This request is for authority to extend the contract for one year to allow DHHS and DoIT to complete the process of releasing a new RFP and awarding a replacement contract. The availability of Business Recovery Services ensures that the State has a back-up computer system to run the NECSES and New HEIGHTS applications in the event that the IBM computer located at the DoIT Data Center becomes dysfunctional or incapacitated for an extended period of time. Short periods of service interruption are undesirable but manageable. Extended periods of service interruption would be devastating to the NECSES and New HEIGHTS clients. The Business Recovery Services specified in this contract would be provided at an IBM facility located in Sterling Forest, New York.

Approval of this contract amendment for disaster recovery services is respectfully requested.

Respectfully submitted,



S William Rogers
Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
BUSINESS RECOVERY SERVICES
CONTRACT 2006-080
CONTRACT AMENDMENT D**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2006-080, on April 4, 2007, Item #18 and amended on May 21, 2008, Item #2, March 24, 2010, Item #13 and March 7, 2012, Item #8, (herein after referred to as the "Agreement"), International Business Machines (IBM) hereinafter referred to as the "Vendor," 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, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to extend business recovery services for the Department of Health and Human Services' New England Child Support Enforcement System (NECSES) and the New Hampshire Empowering Individuals to Get Help Transitioning to Self-sufficiency System (NEW HEIGHTS), the Department and the Vendor seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the contract price by \$141,540 to bring the total contract price to \$676,582.

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:

Form P-37 Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of September 20, 2013.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation to \$676,582.

Exhibit A: Scope of Work/Services of the Agreement is hereby amended as described in Table 1:

Table 1 – Scope of Work

<p>Contract #2006-080</p> <p>Exhibit A</p> <p>Section Number</p>	<p>AMENDED TEXT</p>						
<p>Section 6</p> <p>Contract Period</p>	<p>Delete Section 6: Services Specifics and replace with</p> <p>6. Contract Period</p> <p>This is a three (3) year Contract under which the initial term of the Services shall commence on Governor and Executive Council approval and extend through March 20, 2010, with extensions up to September 20, 2013, upon written agreement of the parties and approval of Governor and Executive Council.</p>						
<p>Section 13</p> <p>Services Specifics</p>	<p>Delete Section 13: Services Specifics and replace with:</p> <p>13. Services Specifics:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>Customer Name and Address:</p> <p style="padding-left: 20px;">State of New Hampshire</p> <p style="padding-left: 20px;">Dept. of Information Technology</p> </td> <td style="width: 50%; border: none;"> <p>Reference Numbers:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Customer:</td> <td style="border: none;">6546406</td> </tr> <tr> <td style="width: 50%; border: none;">Enterprise:</td> <td style="border: none;">6428000</td> </tr> </table> </td> </tr> </table>	<p>Customer Name and Address:</p> <p style="padding-left: 20px;">State of New Hampshire</p> <p style="padding-left: 20px;">Dept. of Information Technology</p>	<p>Reference Numbers:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Customer:</td> <td style="border: none;">6546406</td> </tr> <tr> <td style="width: 50%; border: none;">Enterprise:</td> <td style="border: none;">6428000</td> </tr> </table>	Customer:	6546406	Enterprise:	6428000
<p>Customer Name and Address:</p> <p style="padding-left: 20px;">State of New Hampshire</p> <p style="padding-left: 20px;">Dept. of Information Technology</p>	<p>Reference Numbers:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Customer:</td> <td style="border: none;">6546406</td> </tr> <tr> <td style="width: 50%; border: none;">Enterprise:</td> <td style="border: none;">6428000</td> </tr> </table>	Customer:	6546406	Enterprise:	6428000		
Customer:	6546406						
Enterprise:	6428000						

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT D**

	27 Hazen Drive Concord, NH 03301-4817	Contract Period: Start Date: April 4, 2007 End Date: September 20, 2013
	IBM Address for Notices: Attn: BCRS Contract Operations IBM Corporation BP Box 700 Suffern, NY 10901-0700	Supplement: Numbers: CFTPV6C, CFTRXSC, CFT6PSF
	NECSSES Covered Address: 27 Hazen Drive Concord, NH 03301	Effective Date: Governor and Executive Council Approval Revision (yes/no): Yes Renewal (yes/no): Yes
	New HEIGHTS Covered Address: 27 Hazen Drive Concord, NH 03301	PRIMARY RECOVERY SITE: Sterling Forest, NY

Section 14: Configuration Delete Section 14: Configuration, including Sections 14A: Configuration of Services and Equipment Added in Amendment A, and replace with:
14 Configuration

NEW HEIGHTS and NECSSES Combined Mainframe Resources		
Quantity	Product	Description
1	2098 U03	IBM System z10 Business Class
72	2098 GB1	IBM 2098 - 1 GB Storage
4	Mainframe VM	VM Guest Selection
2	2098 CE3	Crypto Express3 Feature
1	DS8100A BASE	IBM TotalStorage DS8100 w/ 2336 GB unprotected capacity
3	DS8100A DISK	IBM DS8100 Physical Capacity w/ 2336 GB unprotected capacity
4	DS8100A FCON	IBM DS8100 FICON Host Adapter on DS8100A Base.
40	INTEL DSK1	Disk Stg Allocation (No Cost) 100 gigabyte increments of SAN attached, RAID protected disk allocated to the Intel configurations
16	SANDISK1 FC	250 GBs FC SAN Disk
1	TS3100 LTO4	IBM LTO Gen 4 Drive FC w/ACL
4	3590-FCON E11	IBM 3590 E11 FICON tape Drive with A60 controller, one FICON per 4 drives
2	3592-FCON E06	IBM TS1130 FICON tape Drive with C06 controller, one FICON per two drives
2	IP1145 DN1	InfoPrint 1145 with features IPDS, Ethernet, duplex, High Capacity, staple, 3 hole, 64MB.
1	6400 015E	LINE PRINTER MATRIX WITH IPDS, ETHERNET IPDS
1	2074 003	NON-SNA 3270 CONTROLLER WITH 2 ESCON PORTS, requires REMCONS PKG1
12	3270 PC	PC with 3270 Emulation
1	2098OE2 1000	2098 OSA-Express 3 1000Base-T
8	HPDL580D Base	HP Server DL580D -2.93Ghz QC Item: HP Proliant DL580 G5 Includes: 4 Way SMP Architecture

Initial all pages
 Vendor Initials *XG*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT D

		1 Intel 2.93Ghz Xeon MP Processors - Quad Core 4GBMemory 1 146 GB SCSI Hard Drive DVD-ROM Drive Dual onboard 10/100/1000 Ethernet Adapter 1 HP P400i SAS Array Controller **USB support (Note: The item listed above cannot be selected for temporary transfer.)
32	HPDL580D MEM1	Additional 4 GB Memory
33	PCOPT FC 146G2	CPQ/HP Proliant Server 146GB Hard Drive
8	Preload SR1	OS Preload for Intel Server, Preload operating system
1	HPRP440	HP rp4440, □minimum OS level = 11.i V1, □Dual 1GHz processors
2	HPRP4440 4096	4Gb Memory Increment
1	HPRP4440 1GHZ	1GHz PA8900 Dual-processor
1	HP-AB379B PCIX	2-Port 4Gb FC: HP-UX. OpenVMS
2	HPRP4440 146	146Gb internal disk
2	MSA1000A 146	HP MSA1000 FC Att. 146GB HDD Includes: 1 FC attached 146GB hard drive installed in a HP MSA1000 Storage Enclosure
1	HP-DDS5 LVD	HP DAT72 72GB Ext tape drive This tape device is not attachable to AS/400's: iSeries.
1	HP-4440 DVD	DVD-ROM for rp4440
1	HP-A7012A PCIX	2 Port 1000Base-T LAN
	Non-IBM Equipment	
1	IP1585 DN1	InfoPrint 1585 high speed printer with IPDS, 2 x 500 Sheet drawers
2	PCOPT FC FC15	Emulux LP12002 PCI-Express FC, Dual Port PCI-Express fiber adapter
New HEIGHTS and NECSES Combined Network Resources		
IBM Equipment		
1	REMCONS PKG1	Hotsite Remote Console Access Console Infrastructure access Support for serial and GUI Users. Secure Access/Firewall Front End
Network Lines		
30	INT/MM	IBM MultiMegabit Internet Access - Local access to ISP point of presence from the IBM provided recovery facility. - Network interface equipment and IP router at the IBM provided recovery facility.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT D

			<ul style="list-style-type: none"> - Wide area network interface and appropriate Ethernet port on IP router. - 29 registered IP addresses from a shared address pool. For additional addresses subscribe to INT/ADDR XYZ.
	2	Line 000	Analog Dial Line
	1	WEBVPN 10	Remote AccessSSL WebVPN Includes: Remote access to the IBM recovery center via customer web browser. <ul style="list-style-type: none"> - 10 UserID's - Broadband (Internet) gateway with appropriate microcode at IBM recovery center. - private 192.168.net addresses will be assigned to users. - IBM design of IP tunneling function between customer end-user device(s) and SSL VPN gateway at IBM recovery center. NOTES: <ul style="list-style-type: none"> - IBM will provide certain configuration parameters including userid and password for use during exercise and outage. - Customer is responsible for providing Internet Explorer or Netscape web browser on their end user PCs. - Customer is responsible for providing Internet access for their end users. - Customer agrees to comply with prerequisites and implement instructions provided.
	2	CIASA 5540	Cisco Adaptive Security Appl Includes: Cisco Adaptive Security Appliance 5540 with: <ul style="list-style-type: none"> - (4) 10/100/1000 Copper Ethernet interfaces - (1) 10/100 management FastEthernet interface - 2GB DRAM - 5000 VPN peers - Adaptive Inspection and Prevention Security Services Module 20 (AIP-SSM-20) - (2) Virtual Firewall contexts Notes: <ul style="list-style-type: none"> - SSL/VPN Licenses are NOT Included.
	2	UDSV.3400 RM	UDS 28.8/V.34 Modem R/M

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT D

			Includes: RS232/V.24 Cable (DB24 to RJ45 Connectors) RS232 to V.35 Converter
--	--	--	---

Exhibit B of the Agreement is hereby amended as follows:

Table 2 – Contract Price

Contract #2006-080 Exhibit B Section	AMENDED TEXT																				
Monthly Charges	Delete the Monthly Charges section in Exhibit B and replace with: Monthly Charges The State agrees to pay the Total Monthly Charge for a Subscription each Month for Mainframe and Network Business Recovery Services added to the Agreement. The Total Monthly charge for the services is based on: <ol style="list-style-type: none"> 1. the Configurations specified in paragraph 14 of Exhibit A; and 2. the duration of the Contract Period. 																				
CONTRACT TOTALS																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Total Monthly Charge CFT6PSF:</td> <td style="text-align: right;">\$ 577</td> </tr> <tr> <td>Total Monthly Charge CFTRXSC:</td> <td style="text-align: right;">\$ 9,413</td> </tr> <tr> <td>Total Monthly Charge CFTPV6C:</td> <td style="text-align: right;">\$ 1,805</td> </tr> <tr> <td style="text-align: right;">Total Monthly Charge</td> <td style="text-align: right;">\$ 11,795</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Minimum Total Monthly Charge CFT6PSF:</td> <td style="text-align: right;">\$ 577</td> </tr> <tr> <td>Minimum Total Monthly Charge CFTRXSC:</td> <td style="text-align: right;">\$ 9,413</td> </tr> <tr> <td>Minimum Total Monthly Charge CFTPV6C:</td> <td style="text-align: right;">\$ 1,805</td> </tr> <tr> <td style="text-align: right;">Minimum Total Monthly Charge</td> <td style="text-align: right;">\$ 11,795</td> </tr> </table>	Total Monthly Charge CFT6PSF:	\$ 577	Total Monthly Charge CFTRXSC:	\$ 9,413	Total Monthly Charge CFTPV6C:	\$ 1,805	Total Monthly Charge	\$ 11,795			Minimum Total Monthly Charge CFT6PSF:	\$ 577	Minimum Total Monthly Charge CFTRXSC:	\$ 9,413	Minimum Total Monthly Charge CFTPV6C:	\$ 1,805	Minimum Total Monthly Charge	\$ 11,795		
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OPTIONAL FEES																					
RECOVERY CHARGES	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Recovery charges are assessed only in the event of a disaster declaration.</td> <td></td> </tr> <tr> <td>Initial Recovery Charge CFT6PSF:</td> <td style="text-align: right;">\$ 3,011</td> </tr> <tr> <td>Initial Recovery Charge CFTRXSC:</td> <td style="text-align: right;">\$19,264</td> </tr> <tr> <td>Initial Recovery Charge CFTPV6C:</td> <td style="text-align: right;">\$4,275</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Day(s) Included in Initial Recovery Charge: 2</td> <td></td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Daily Recovery Charge per day thereafter CFT6PSF:</td> <td style="text-align: right;">\$ 692</td> </tr> <tr> <td>Daily Recovery Charge per day thereafter CFTRXSC:</td> <td style="text-align: right;">\$7.059</td> </tr> <tr> <td>Daily Recovery Charge per day thereafter CFTPV6C:</td> <td style="text-align: right;">\$1.422</td> </tr> </table>	Recovery charges are assessed only in the event of a disaster declaration.		Initial Recovery Charge CFT6PSF:	\$ 3,011	Initial Recovery Charge CFTRXSC:	\$19,264	Initial Recovery Charge CFTPV6C:	\$4,275			Day(s) Included in Initial Recovery Charge: 2				Daily Recovery Charge per day thereafter CFT6PSF:	\$ 692	Daily Recovery Charge per day thereafter CFTRXSC:	\$7.059	Daily Recovery Charge per day thereafter CFTPV6C:	\$1.422
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Daily Recovery Charge per day thereafter CFTPV6C:	\$1.422																				
RECOVERY	Additional recovery exercise charges are assessed in the event that																				

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT D

	<i>EXERCISE</i>	the State exceeds the 96 hours included under the agreement.	
		Initial Contract Period Year 1 - Total Hours: 96 Number of Exercises: 2 (two)	Included
		Additional Recovery Exercise time, per 4-hr block CFT6PSF::	\$602
		Additional Recovery Exercise time, per 4-hr block CFTRXSC	\$2,823
		Additional Recovery Exercise time, per 4-hr block CFTPV6C	\$923
		Additional Recovery Exercises, per exercise CFT6PSF:	\$1,627
		Additional Recovery Exercise time, per exercise CFTRXSC	\$8,154
		Additional Recovery Exercise time, per exercise CFTPV6C	\$2,068
	<i>TELECOMM</i>	One time charge Usage charges are billed separately – Not applicable to this contract.	N/A
	<i>GENERAL</i>	Work space allocated at time of event - Not applicable to this contract	N/A
Monthly Charges	Add the following table:		
	CONTRACT TOTALS		
	Total Monthly Charge	\$11,795	
	Total Annual Month Charge	\$141,540	

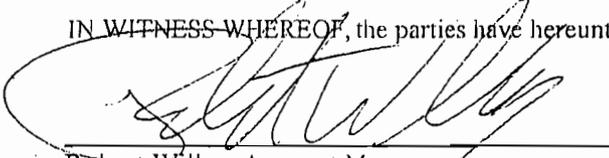
Table 3 - Contract History

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2006-080	Original Contract	April 4, 2007, Item #18	\$115,844.
2006-080 Amendment A	Amendment	May 21, 2008 Item #2	\$130,262.
2006-080 Amendment B	Amendment	March 24, 2010 Item #13	\$219,888.
2006-080 Amendment C	Amendment	March 7, 2012 Item #8	\$69,048
2006-080 Amendment D	Amendment	Upon G&C Approval	\$141,540
	CONTRACT TOTAL		\$676,582

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT D

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

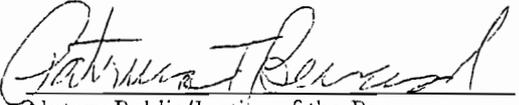

Robert Willey, Account Manager
International Business Machines Corporation

Date: 8/21/12

Corporate Signature Notarized:
STATE OF New Hampshire
COUNTY OF Merrimack

On this the 21st day of August, 2012, before me, Robert Willey,
the undersigned Officer N/A, personally appeared and acknowledged
her/himself to be the Client Manager, of IBM
a corporation, and that she/he, as such Client Manager 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 Robert Willey.

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


Notary Public/Justice of the Peace



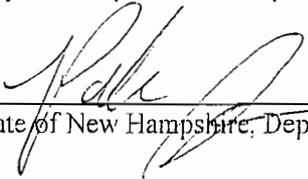
My Commission
(SEAL)

State of New Hampshire


Stanley W. Rogers, CIO
State of New Hampshire
Department of Information Technology

Date: Aug 24, 2012

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


State of New Hampshire, Department of Justice

Date: 8/22/12

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF NEW HAMPSHIRE

27 HAZEN DR

CONCORD, NH 03301-6503

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number: CFTRXSC
Sequence Number/Version: 2S74302-18
Date Generated: 07/10/12
This offer is good until 09/21/12.

Supplement for Multivendor Information Technology Recovery Services

The terms of the State of New Hampshire Contract 2006-080 (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address:

STATE OF NEW HAMPSHIRE
27 HAZEN DR
CONCORD, NH 03301-6503

REFERENCE NUMBERS

Agreement: HW30679
Customer: 6546406
Enterprise: 6428000

CONTRACT PERIOD

Start Date: 09/21/12
End Date: 09/20/13

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

SUPPLEMENT

Number: CFTRXSC
Effective Date: 09/21/12
Revision (yes/no): No
Renewal (yes/no): Yes

Covered Address:

27 HAZEN DR
CONCORD, NH 03301-6503

Primary Recovery Site
Sterling Forest, NY

MONTHLY CHARGES

Total Monthly Charge: \$ 9,413
Minimum Total Monthly Charge: \$ 9,413

RECOVERY CHARGES

Initial Recovery Charge: \$ 19,264
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$ 7,059

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 96
Number of Exercises: 2
Each subsequent twelve-month period - Total Hours: 00
Number of Exercises: 0
Additional Recovery Exercise time, per 4-hr block: \$ 2,823
Additional Recovery Exercises, per exercise: \$ 8,154

TELECOMMUNICATIONS

One-Time Charge: N/A
Usage charges are billed separately.

GENERAL

Work area space allocated at time of Event.

Agreed to: STATE OF NEW HAMPSHIRE

Agreed to: International Business Machines Corporation

By: [Signature]

By: [Signature]

Name (print): Stanley R...

Name (print): ROBERT VALLEY

Title: CIO

Title: CLIENT MANAGER

Date: 8/24/12

Date: 8/24/12

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406

Processor: 2098 U03

Address: 27 HAZEN DR

CONCORD, NH 03301-6503

Recovery Site: Sterling Forest, NY

System Storage: 73728MB

Supplement Number: CFTRXSC

DASD Gigabytes: 13344.000GB

Quantity or Units	Machine or Product	Model	Product Description
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=====

IBM Equipment:

1	2098	U03	IBM System z10 BC
72	2098	GB1	IBM 2098 Memory - 1st 2098 Provides 1 GB of processor memory on the first 2098.
4	MAINFRAME	VM	VM Guest Selection (No cost)
2	2098	CE3	2098 Crypto Express3 Includes one 2098 Crypto Express3 feature 0864 (2 PCI-E adapters). Maximum of two 2098 CE3 supported per 2098 processor.
1	DS8100A	BASE	IBM TotalStorage DS8100 Includes: Dual two-way processor-complex, 64 GB processor memory, and one 16-pack of 146 GB disk drives providing 2336 GB physical unprotected capacity.
3	DS8100A	DISK	IBM DS8100 Physical Capacity Includes: One 16-pack of 146 GB disk drives providing 2336 GB additional physical unprotected capacity on DS8100A BASE. Prerequisite: DS8100A BASE configuration.
4	DS8100A	FCON	IBM DS8100 FICON Host Adapter Includes: One four-port FICON Host Adapter on DS8100A BASE. Prerequisite: DS8100A BASE configuration.
40	INTEL	DSK1	Disk Stg Allocation (No Cost) 100 gigabyte increments of SAN attached, RAID protected disk allocated to the Intel configurations
16	SANDISK1	FC	250 GBs FC SAN Disk Includes: 250 GBs of RAID protected Tier 1 disk capacity with Fibre Channel connectivity. The disk technology may be attached to an IBM San Volume Controller versus direct attached to the contracted servers. BCRS technicians will manage and configure the connectivity between devices
1	TS3100	LTO4	IBM LTO Gen 4 Drive FC w/ACL Includes: 1 FC attached IBM LTO-4 tape drive, with autoloader, barcode reader and encryption features.
4	3590-FCON	E11	IBM 3590 E11 FICON Tape Drive Includes: One 3590 E11 tape drive on a 3590 A60 controller with one FICON port per four 3590 E11 drives, and Extended Media Support
2	3592-FCON	E06	IBM TS1130 Tape Drive - E06 Includes: One 3592 E06 tape drive on a 3592 C06 controller with one FICON port per two drives, and Encryption feature.

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406

Processor: 2098 U03

Address: 27 HAZEN DR
 CONCORD, NH 03301-6503

Recovery Site: Sterling Forest, NY

System Storage: 73728MB

Supplement Number: CFTRXSC

DASD Gigabytes: 13344.000GB

Quantity or Units	Machine or Product	Model	Product Description
=====			

or FC connectivity for Open Systems and
 Wintel server attachment.

- 2 IP1145 DN1 InfoPrint 1145 (45 PPM) CS
 This printer includes the following features and/or functions:
 IPDS (#4820), 100/10 Ethernet (standard), Token Ring (#4120),
 5 drawers (#4520 High capacity feeder), 64Mb memory (standard),
 Duplex (standard), Finisher (prereq is #4520)...staple/three hole
 punch/offset stacking.
 Infoprint 1145 (M/T 4545-DN1)
- 1 6400 015E LINE MATRIX PRINTER
 Includes: - Feature 4830 COAX/TWINAX ATTACHMENT
 - Feature 6861 ETHERNET IPDS (W/Network Interface Card)
 Interfaces: RS-232/RS-422, IEEE 1284/Centronics Parallel,
 Coax/Twinax (SCS/IPDS), 10/100BaseT Ethernet
 (ASCII/IPDS), Auto Switching
- 1 2074 003 Non-SNA 3270 Controller
 Includes: 2 ESCON ports, 2 Ethernet ports, 2 Token Ring ports.
 Supports up to 96 non-SNA 3270 sessions (48 per ESCON port).
 Prerequisite: A "3270 PC" solution is required for local non-SNA
 support. Support for any other PC connection
 requires a "REMCONS PKG1" solution.
- 12 3270 PC PC with 3270 emulation
 Personal Computer configuration including a Fast Ethernet port,
 Windows, and TN3270E 3270 terminal emulation software.
 Prerequisite: 2074 Ethernet port with IBM assigned TCP/IP address.
- 1 2098OE3 1000 2098 OSA-Express3 1000BASE-T
 Includes: Two 2098 OSA-Express3 1000BASE-T Ethernet ports.
 Maximum of four 2098OE3 1000 supported per 2098 processor.
- 8 HPDL580D BASE HP Server DL580D -2.93Ghz QC
 Item: HP Proliant DL580 G5
 Includes: 4 Way SMP Architecture
 1 Intel 2.93Ghz Xeon MP Processors - Quad Core
 4GB Memory
 1 146 GB SCSI Hard Drive
 DVD-ROM Drive
 Dual onboard 10/100/1000 Ethernet Adapter
 1 HP P400i SAS Array Controller
 **USB support

Note: The item listed above cannot be selected for
 temporary transfer.

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406 Processor: 2098 U03
 Address: 27 HAZEN DR
 CONCORD, NH 03301-6503
 Recovery Site: Sterling Forest, NY System Storage: 73728MB
 Supplement Number: CFTRXSC DASD Gigabytes: 13344.000GB

Quantity or Units	Machine or Product	Model	Product Description
32	HPDL580D	MEM1	Add'l HPDL580D 4GB Memory
33	PCOPT FC	146G	CPQ/HP Server 146G Hard Drive

Compaq/HP 146GB Hard Drive

For use with the Compaq/HP Proliant Servers ONLY

- 8 PRELOAD SR1 OS Preload For Intel Server
 Includes: The pre-loading of a supported server operating system for Intel based servers.

Supported operating systems are:

- Microsoft Windows 2000 Server
- Microsoft Windows 2000 Advanced Server
- Microsoft Windows 2003 Standard Edition-32 R2
- Microsoft Windows 2003 Enterprise Edition-32 R2
- Microsoft Windows 2003 Standard Edition-64 bit R2
- Microsoft Windows 2003 Enterprise Edition-64 bit R2
- Windows Server 2008 Standard 32 Bit (Full Installation)
- Windows Server 2008 Enterprise 32 Bit (Full Installation)
- Windows Server 2008 Standard 64 Bit (Full Installation)
- Windows Server 2008 Enterprise 64 Bit (Full Installation)
- Win Server 2008 Standard 64 Bit (Full Installation) R2
- Win Server 2008 Enterprise 64 Bit (Full Installation) R2

- VMWare ESX 2.5.x
- VMWare ESX 3.0.x
- VMWare ESX 3.5.x
- VMWare vSphere 4.x
- VMware ESXi 4.x
- VMware ESXi 5.x

Please refer to the associated attachment regarding the preload of a server operating system.

Network Lines: NONE

Non-IBM Equipment:

- 1 IP1585 DN1 InfoPrint 1585 (50 PPM)
 Includes: 2 x 500 Sheet Drawer, 2/3-Hole Finisher, IPDS and SCS/TNe card, Bar code card
- 2 PCOPT FC FC15 Emulex LP12002 PCI-Xpress FC
 Emulex LP12002 - Dual Port PCI-Express fiber adapter

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF NEW HAMPSHIRE

27 Hazen Drive

CONCORD, NH 03301-6503

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number: CFTPV6C
Sequence Number/Version: 2S74303-17
Date Generated: 07/10/12
This offer is good until 09/21/12.

Supplement for Multivendor Information Technology Recovery Services

The terms of the State of New Hampshire Contract 2006-080 (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address:

STATE OF NEW HAMPSHIRE
27 Hazen Drive
CONCORD, NH 03301-6503

REFERENCE NUMBERS

Agreement: HW30679
Customer: 6546406
Enterprise: 6428000

CONTRACT PERIOD

Start Date: 09/21/12
End Date: 09/20/13

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

SUPPLEMENT

Number: CFTPV6C
Effective Date: 09/21/12
Revision (yes/no): No
Renewal (yes/no): Yes

Covered Address:

27 Hazen Drive
CONCORD, NH 03301-6503

Primary Recovery Site
Sterling Forest, NY

MONTHLY CHARGES

Total Monthly Charge: \$ 1,805
Minimum Total Monthly Charge: \$ 1,805

RECOVERY CHARGES

Initial Recovery Charge: \$ 4,275
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$ 1,422

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 96
Number of Exercises: 2
Each subsequent twelve-month period - Total Hours: 00
Number of Exercises: 0
Additional Recovery Exercise time, per 4-hr block: \$ 923
Additional Recovery Exercises, per exercise: \$ 2,068

TELECOMMUNICATIONS

One-Time Charge: N/A
Usage charges are billed separately.

GENERAL

Work area space allocated at time of Event.

Agreed to: STATE OF NEW HAMPSHIRE

Agreed to: International Business Machines Corporation

By: [Signature]

By: [Signature]

Name (print): STATE OF NEW HAMPSHIRE

Name (print): ROBERT WILLY

Title: CIO Date: 8/21/12

Title: CLIENT MANAGER Date: 8/21/12

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406

Processor: NULLCPU NET

Address: 27 Hazen Drive
CONCORD, NH 03301-6503

Recovery Site: Sterling Forest, NY

Supplement Number: CFTPV6C

Quantity or Units	Machine or Product	Model	Product Description
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IBM Equipment:

1	REMCONS	PKG1	Hotsite Remote Console Access
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Includes: Console infrastructure access
Support for Serial and GUI Users
Secure Access/Firewall Front End

Network Lines:

30	INT/MM	IBM	MultiMegabit Internet Access
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Includes: - Local access to ISP point of presence from the IBM provided recovery facility.
- Network interface equipment and IP router at the IBM provided recovery facility.
- Wide area network interface and appropriate Ethernet port on IP router.
- 29 registered IP addresses from a shared address pool. For additional addresses subscribe to INT/ADDR XYZ.

Notes:

- Each selection of Qty 1 is equivalent to 1Mb Internet Access
- This Internet solution uses shared resources available to customers at all recovery locations in the U.S. The additional Internet Access terms in your contract apply.
- Available during recovery exercise or outage emergency only.

2	LINE	000	Analog Dial Line
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1	WEBVPN	10	Remote Access SSL WebVPN
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Includes: Remote access to the IBM recovery center via customer web browser.

- 10 UserID's
- Broadband (Internet) gateway with appropriate microcode at IBM recovery center.
- private 192.168.net addresses will be assigned to users.
- IBM design of IP tunneling function between customer end-user device(s) and SSL VPN gateway at IBM recovery center.

NOTES:

- IBM will provide certain configuration parameters including userid and password for use during exercise and outage.
- Customer is responsible for providing Internet Explorer or Netscape web browser on their end user PCs.
- Customer is responsible for providing Internet access for their end users.
- Customer agrees to comply with prerequisites and implement instructions provided.

Supplement for Multivendor Information Technology Recovery Services (Continued)

E Q U I P M E N T C O N F I G U R A T I O N

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406

Processor: NULLCPU NET

Address: 27 Hazen Drive

CONCORD, NH 03301-6503

Recovery Site: Sterling Forest, NY

Supplement Number: CFTPV6C

Quantity or Units	Machine or Product	Model	Product Description
=====			

Non-IBM Equipment:

- | | | | |
|---|--|------|---|
| 2 | CIASA | 5540 | Cisco Adaptive Security Appl |
| | Includes: Cisco Adaptive Security Appliance 5540 with: | | |
| | | | - 2GB DRAM |
| | | | - (4) 10/100/1000 Copper Ethernet interfaces |
| | | | - (1) 10/100 management FastEthernet interface |
| | | | - 5000 VPN peers |
| | | | - Adaptive Inspection and Prevention Security Services Module 20
(AIP-SSM-20) (Includes IDS) |
| | | | - (2) Virtual Firewall contexts |
| | | | - (2) SSL VPN licenses |
| | | | - IDS/IPS Capable |
| 2 | UDSV.3400 | RM | UDS 28.8/V.34 Modem R/M |
| | Includes: RS232/V.24 Cable (DB24 to RJ45 Connectors) | | |
| | | | RS232 to V.35 Converter |

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF NEW HAMPSHIRE

27 HAZEN DR

CONCORD, NH 03301-6503

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number: CFT6PSF
Sequence Number/Version: 2I54403-9
Date Generated: 07/10/12
This offer is good until 09/21/12.

Supplement for Multivendor Information Technology Recovery Services

The terms of the State of New Hampshire Contract 2006-080 (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address:

STATE OF NEW HAMPSHIRE
 27 HAZEN DR
 CONCORD, NH 03301-6503

REFERENCE NUMBERS

Agreement: HW30679
 Customer: 6546406
 Enterprise: 6428000

CONTRACT PERIOD

Start Date: 09/21/12
 End Date: 09/20/13

IBM Address for Notices:

Attn: BCRS Contract Operations
 IBM Corporation
 PO Box 700
 Suffern, NY 10901-0700

SUPPLEMENT

Number: CFT6PSF
 Effective Date: 09/21/12
 Revision (yes/no): No
 Renewal (yes/no): Yes

Covered Address:

27 HAZEN DR
 CONCORD, NH 03301-6503

Primary Recovery Site
 Sterling Forest, NY

MONTHLY CHARGES

Total Monthly Charge: \$ 577
 Minimum Total Monthly Charge: \$ 577

RECOVERY CHARGES

Initial Recovery Charge: \$ 3,011
 Day(s) Included in Initial Recovery Charge: 2
 Daily Recovery Charge per day thereafter: \$ 692

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 96
 Number of Exercises: 2
 Each subsequent twelve-month period - Total Hours: 00
 Number of Exercises: 0
 Additional Recovery Exercise time, per 4-hr block: \$ 602
 Additional Recovery Exercises, per exercise: \$ 1,627

TELECOMMUNICATIONS

One-Time Charge: N/A
 Usage charges are billed separately.

GENERAL

Work area space allocated at time of Event.

Agreed to: STATE OF NEW HAMPSHIRE

By: [Signature]

Name (print): STUART NELSON

Title: CD Date: 8/24/12

Agreed to: International Business Machines Corporation

By: [Signature]

Name (print): ROBERT WILLOU

Title: CLIENT MANAGER Date: 8/24/12

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406
 Address: 27 HAZEN DR
 CONCORD, NH 03301-6503

Processor: HP9000 4440

Recovery Site: Sterling Forest, NY

System Storage: 8192MB

Supplement Number: CFT6PSF

DASD Gigabytes: 584.000GB

Quantity or Units	Machine or Product	Model	Product Description
----------------------	-----------------------	-------	------------------------

=====

IBM Equipment:

1	TS3100	LT4S	IBM LTO Gen 4 Drv. SCSI w/ACL
Includes: 1 SCSI attached IBM LTO-4 tape drive, with autoloader and barcode reader			

Network Lines: NONE

Non-IBM Equipment:

1	HP9000	4440	HP9000 rp4440 Base Server
2	HPRP4440	4096	4Gb Memory Increment
1	HPRP4440	1GHZ	1GHz PA8900 Dual-processor
1	HP-AB379B	PCIX	2-Port 4Gb FC; HP-UX, OpenVMS
1	HP-A7173A	PCI	Dual Chan Ultra 320 LVD
2	HPRP4440	146	146Gb internal disk
4	MSA1000A	146	HP MSA1000 FC Att. 146GB HDD
Includes: 1 FC attached 146GB hard drive installed in a HP MSA1000 Storage Enclosure			
1	HP-4440	DVD	DVD-ROM for rp4440
1	HP-A7012A	PCIX	2 Port 1000Base-T LAN

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406

Processor: 2098 U03

Address: 27 HAZEN DR

CONCORD, NH 03301-6503

Recovery Site: Sterling Forest, NY

System Storage: 73728MB

Supplement Number: CFTRXSC

DASD Gigabytes: 13344.000GB

Quantity or Units	Machine or Product	Model	Product Description
=====			



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

S. William Rogers
Commissioner

August 24, 2012

Wendy Pouliot
Director of Operations
State of New Hampshire
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Dear Director Pouliot:

This letter represents formal notification that the Department of Information Technology has approved your request to amend an existing contract with International Business Machines to supply business recovery services to the Department of Health and Human Services, Division of Family Assistance (DHHS DFA), New HEIGHTS System and the Division of Child Support Services (DCSS) New England Child Support Enforcement System (NECSSES) as described below and referenced as DoIT No. 2006-080D.

This is a request for approval to amend a contract between International Business Machines and the Department of Information Technology on behalf of Department of Health and Human Services, DFA and DCSS in order to complete an RFP process to replace the current contract. In the event NECSSES and/or New HEIGHTS are deemed inoperable at the New Hampshire State site, the systems will be reconstituted and will operate from the IBM Sterling New York site. This amendment increases the contract funding by \$141,540, from \$535,042 to \$676,582, and extends the expiration date from September 20, 2012 to September 20, 2013. This project is set forth in the Department of Health and Human Services' Strategic Information Technology Plan: 2005-2009 dated October 21, 2005.

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

Sincerely,

S. William Rogers

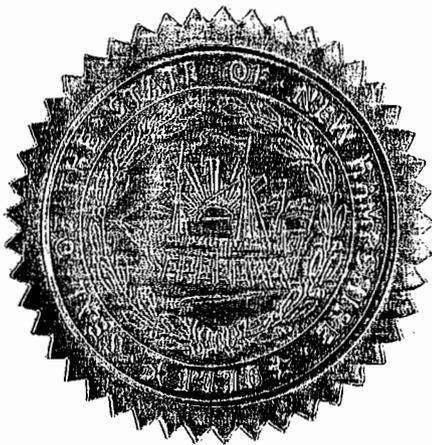
SWR/dcp
RID # 12776

cc: Dave Perry, Bureau of Finance & Administration, Contracts Unit

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 INTERNATIONAL BUSINESS MACHINES CORPORATION a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on August 17, 1934. 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 31st day of August, A.D. 2012

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

William M. Gardner
Secretary of State



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doi

Prior amendments
 A, B, and C and
 main contract

S. William Rogers
 Commissioner

February 25, 2012

APPROVED BY	
GOVERNOR AND EXECUTIVE COUNCIL	
DATE:	<u>3-7-12</u>
ITEM #:	<u>8</u>

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

REQUESTED ACTION

- 1) Authorize the Department of Information Technology (DoIT), to exercise a Sole Source contract renewal option with International Business Machines (IBM), Vendor #174837, Pittsburgh, Pennsylvania, increasing the funding by \$69,048, from \$465,994 to \$535,042, to provide Business Recovery Services (BRS) for the Department of Health and Human Services (DHHS), Division of Child Support Services and Division of Family Assistance.
- 2) Authorize the Department of Information Technology to extend this contract from March 20, 2012 through September 20, 2012, with Governor and Executive Council approval.

Funds are available in account IT for DHHS as follows with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, contingent on continued budget authorizations for FY 2013. 100% Other funds: the agency Class 27 funds used by DHHS to reimburse DoIT for this service is of 42% Federal and 58% General funds.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC	JOB #	AMOUNT	TOTALS
2012	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 - Consultants	03950039	\$13,108	
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046- 500465 - Consultants	03950041	\$25,444	
			2012 Subtotal	\$38,552
2013	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950039	\$10,369	
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950041	\$20,127	
			2013 Subtotal	\$30,496
			GRAND TOTAL	\$69,048

✓
 ✓

EXPLANATION

The New England Child Support Enforcement System (NECSES) is a federally mandated and funded computer system that executes on an IBM computer located at 29 Hazen Drive. The DoIT Data Center manages the IBM computer for the NECSES development group. The NECSES application is the central tool used by DCSS to manage the various aspects of any child support case throughout its entire life cycle. The federal Office of Child Support Enforcement (OCSE) mandates that the State have a Disaster Recovery Plan and Business Recovery Services to achieve NECSES certification.

Also located in the DoIT Data Center, the New HEIGHTS System is a federally mandated and funded large-scale, client/server, interactive eligibility determination and benefit issuance computer system that executes on an IBM computer located at 27 Hazen Drive. The New HEIGHTS application provides automated program support and supports the information needs at the State and local office level. Procurement of Disaster Recovery Services ensures the State is within compliance with a federal mandate. Federal regulations are codified at 45 CFR Part 95. The federal Office of Inspector General audit previously cited DFA (NH-SC-01) as at high risk for not having an alternate processing site for service continuity.

The State of New Hampshire, Office of Information Technology, on behalf of DHHS, released a Request for Proposal (RFP) to procure a Hot-Site for the NECSES and New HEIGHTS systems on June 6, 2006. DHHS RFP 2006-080 sought a vendor to provide a hot-site facility in the event of a state-declared emergency. NECSES and New HEIGHTS applications would then be brought into operation at the vendor's facility. The contract was later amended to add services for the New HEIGHTS system on May 21, 2008 (Item #2) and March 24, 2010 (Item #13).

This request is for authority to extend the contract for six months to allow DHHS and DoIT to complete the process of releasing a new RFP and awarding a replacement contract. The availability of BRS ensures that the State has a back-up computer system to run the NECSES and New HEIGHTS applications in the event that the IBM computer located at the DoIT Data Center becomes dysfunctional or incapacitated for an extended period of time. Short periods of service interruption are undesirable but manageable. Extended periods of service interruption would be devastating to the NECSES and New HEIGHTS clients. The Business Recovery Services specified in this contract would be provided at an IBM facility located in Sterling Forest, New York.

Approval of this contract amendment for disaster recovery services is respectfully requested.

Respectfully submitted,



S. William Rogers
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

S. William Rogers
Commissioner

February 23, 2012

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology has approved your request to amend an existing contract with International Business Machines to supply business recovery services to the Department of Health and Human Services, Division of Family Assistance (DHHS DFA), New HEIGHTS System and the Division of Child Support Services (DCSS) New England Child Support Enforcement System (NECSES) as described below and referenced as DoIT No. 2006-080C.

This is a request for approval to amend a contract between International Business Machines and the Department of Information Technology on behalf of Department of Health and Human Services, DFA and DCSS in order to complete an RFP process to replace the current contract. In the event NECSES and/or New HEIGHTS are deemed inoperable at the New Hampshire State site, the systems will be reconstituted and will operate from the IBM Sterling New York site. This amendment increases the contract funding by \$69,048.00, from \$465,994 to \$535,042, and extends the expiration date from March 20, 2012 to September 20, 2012. This project is set forth in the Department of Health and Human Services' Strategic Information Technology Plan: 2005-2009 dated October 21, 2005.

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

Sincerely,

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

S. William Rogers

SWR/dep
RID # 11464

cc: Dave Perry, Bureau of Finance & Administration, Contracts Unit

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT C

<p>27 Hazen Drive Concord, NH 03301-4817</p> <p>IBM Address for Notices: ATTN: BCRS Contract Operations IBM Corporation BP Box 700 Suffern, NY 10901-0700</p> <p>NECSSES Covered Address: 27 Hazen Drive Concord, NH 03301</p> <p>New HEIGHTS Covered Address: 27 Hazen Drive Concord, NH 03301</p>	<p>Contract Period: Start Date: April 4, 2007 End Date: September 20, 2012</p> <p>Supplement: Numbers: CFTPV6C, CFTRXSC, CFT6PSF</p> <p>Effective Date: Governor and Executive Council Approval Revision (yes/no): Yes Renewal (yes/no): Yes</p> <p style="text-align: center;">PRIMARY RECOVERY SITE: Sterling Forest, NY</p>
---	--

Section 14: Configuration Delete Section 14: Configuration, including Sections 14A: Configuration of Services and Equipment Added in Amendment A, and replace with:
14 Configuration

New HEIGHTS and NECSSES Combined Mainframe Resources		
Quantity	Product	Description
1	2098 U03	IBM System z10 Business Class
72	2098 GB1	IBM 2098 - 1 GB Storage
4	Mainframe VM	VM Guest Selection
2	2098 CE3	Crypto Express3 Feature
1	DS8100A BASE	IBM TotalStorage DS8100 w/ 2336 GB unprotected capacity
3	DS8100A DISK	IBM DS8100 Physical Capacity w/ 2336 GB unprotected capacity
4	DS8100A FCON	IBM DS8100 FICON Host Adapter on DS8100A Base.
40	INTEL DSK1	Disk Sg Allocation (No Cost) 100 gigabyte increments of SAN attached. RAID protected disk allocated to the Intel configurations
16	SANDISK1 FC	250 GBs FC SAN Disk
1	TS3100 LTO4	IBM LTO Gen 4 Drive FC w/ACL
4	3590-FCON E11	IBM 3590 E11 FICON tape Drive with A60 controller, one FICON per 4 drives
2	3592-FCON E06	IBM TS1130 FICON tape Drive with C06 controller, one FICON per two drives
2	IP1145 DN1	InfoPrint 1145 with features: IPDS, Ethernet, duplex, High Capacity, staple, 5 hole, 64MB
1	6400 015E	LINE PRINTER MATRIX WITH IPDS, ETHERNET IPDS
1	2074 003	NON-SNA 3270 CONTROLLER WITH 2 ESCON PORTS, requires REMCONS PKG1
12	3270 PC	PC with 3270 Emulation
1	2098OE2 1000	2098 OSA-Express 3 1000Base-T
8	HPDL580D Base	HP Server DL580D -2.93Ghz QC Item: HP ProLiant DL580 G5 Includes: 4 Way SMP Architecture

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT C

		1 Intel 2.93Ghz Xeon MP Processors - Quad Core 4GB Memory 1 146 GB SCSI Hard Drive DVD-ROM Drive Dual onboard 10/100/1000 Ethernet Adapter 1 HP P400i SAS Array Controller **USB support (Note: The item listed above cannot be selected for temporary transfer.)
32	HPDL580D MEM1	Additional 4 GB Memory
33	PCOPT FC 146G2	CPQ/HP Proliant Server 146GB Hard Drive
8	Preload SR1	OS Preload for Intel Server. Preload operating system
1	HPRP440	HP rp4440. Minimum OS level = 11.1 V1. Dual 1GHZ processors
2	HPRP4440 4096	4Gb Memory Increment
1	HPRP4440 1GHZ	1GHZ PA8900 Dual-processor
1	HP-AB379B PCIX	2-Port 4Gb FC; HP-UX. OpenVMS
2	HPRP4440 146	146Gb internal disk
2	MSA1000A 146	HP MSA1000 FC Att. 146GB HDD Includes: 1 FC attached 146GB hard drive installed in a HP MSA1000 Storage Enclosure
1	HP-DDS5 LVD	HP DAT72 72GB Ext tape drive This tape device is not attachable to AS-400's. iSeries.
1	HP-4440 DVD	DVD-ROM for rp4440
1	HP-A7012A PCIX	2 Port 1000Base-T LAN
	Non-IBM Equipment	
1	IP1585 DN1	InfoPrint 1585 high speed printer with IPDS. 2 x 500 Sheet drawers
2	PCOPT FC FC15	Emulux LP12002 PCI-Express FC. Dual Port PCI-Express fiber adapter
New HEIGHTS and NECSES Combined Network Resources		
IBM Equipment		
1	REMCONS PKG1	HotSite Remote Console Access Console Infrastructure access Support for serial and GUI Users. Secure Access/Firewall Front End
Network Lines		
30	INT/MM	IBM MultiMegabit Internet Access - Local access to ISP point of presence from the IBM provided recovery facility. - Network interface equipment and IP router at the IBM provided recovery facility.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT C

			<ul style="list-style-type: none"> - Wide area network interface and appropriate Ethernet port on IP router. - 29 registered IP addresses from a shared address pool. For additional addresses subscribe to INT/ADDR XYZ.
2	Line 000		Analog Dial Line
1	WEBVPN 10		Remote AccessSSL WebVPN Includes: Remote access to the IBM recovery center via customer web browser. <ul style="list-style-type: none"> - 10 UserID's - Broadband (Internet) gateway with appropriate microcode at IBM recovery center. - private 192.168.net addresses will be assigned to users. - IBM design of IP tunneling function between customer end-user device(s) and SSL VPN gateway at IBM recovery center. NOTES: <ul style="list-style-type: none"> - IBM will provide certain configuration parameters including userid and password for use during exercise and outage. - Customer is responsible for providing Internet Explorer or Netscape web browser on their end user PCs. - Customer is responsible for providing Internet access for their end users. - Customer agrees to comply with prerequisites and implement instructions provided.
2	CIASA 5540		Cisco Adaptive Security Appl Includes: Cisco Adaptive Security Appliance 5540 with: <ul style="list-style-type: none"> - (4) 10/100/1000 Copper Ethernet interfaces - (1) 10/100 management FastEthernet interface - 2GB DRAM - 5000 VPN peers - Adaptive Inspection and Prevention Security Services Module 20 (AIP-SSM-20) - (2) Virtual Firewall contexts Notes: <ul style="list-style-type: none"> - SSL/VPN Licenses are NOT Included
2	UDSV.3400 RM		UDS 28.8K 34 Modem R/W

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT C

			Includes: RS232/V.24 Cable (DB24 to RJ45 Connectors) RS232 to V.35 Converter
--	--	--	---

Exhibit B of the Agreement is hereby amended as follows:

Table 2 – Contract Price

Contract # 2006-080 Exhibit B Section	AMENDED TEXT																				
Monthly Charges	<p>Delete the Monthly Charges section in Exhibit B and replace with:</p> <p>Monthly Charges The State agrees to pay the Total Monthly Charge for a Subscription each Month for Mainframe and Network Business Recovery Services added to the Agreement. The Total Monthly charge for the services is based on:</p> <ol style="list-style-type: none"> 1. the Configurations specified in paragraph 14 of Exhibit A; and 2. the duration of the Contract Period. 																				
	CONTRACT TOTALS																				
	<table border="1" style="width: 100%;"> <tr> <td>Total Monthly Charge CFT6PSF:</td> <td style="text-align: right;">\$ 290</td> </tr> <tr> <td>Total Monthly Charge CFTRXSC:</td> <td style="text-align: right;">\$ 9,413</td> </tr> <tr> <td>Total Monthly Charge CFTPV6C:</td> <td style="text-align: right;">\$ 1,805</td> </tr> <tr> <td style="text-align: right;">Total Monthly Charge</td> <td style="text-align: right;">\$ 11,508</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Minimum Total Monthly Charge CFT6PSF:</td> <td style="text-align: right;">\$ 290</td> </tr> <tr> <td>Minimum Total Monthly Charge CFTRXSC:</td> <td style="text-align: right;">\$ 9,413</td> </tr> <tr> <td>Minimum Total Monthly Charge CFTPV6C:</td> <td style="text-align: right;">\$ 1,805</td> </tr> <tr> <td style="text-align: right;">Minimum Total Monthly Charge</td> <td style="text-align: right;">\$ 11,508</td> </tr> </table>	Total Monthly Charge CFT6PSF:	\$ 290	Total Monthly Charge CFTRXSC:	\$ 9,413	Total Monthly Charge CFTPV6C:	\$ 1,805	Total Monthly Charge	\$ 11,508			Minimum Total Monthly Charge CFT6PSF:	\$ 290	Minimum Total Monthly Charge CFTRXSC:	\$ 9,413	Minimum Total Monthly Charge CFTPV6C:	\$ 1,805	Minimum Total Monthly Charge	\$ 11,508		
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Minimum Total Monthly Charge	\$ 11,508																				
	OPTIONAL FEES																				
<i>RECOVERY CHARGES</i>	<table border="1" style="width: 100%;"> <tr> <td colspan="2">Recovery charges are assessed only in the event of a disaster declaration.</td> </tr> <tr> <td>Initial Recovery Charge CFT6PSF:</td> <td style="text-align: right;">\$ 2,323</td> </tr> <tr> <td>Initial Recovery Charge CFTRXSC:</td> <td style="text-align: right;">\$19,264</td> </tr> <tr> <td>Initial Recovery Charge CFTPV6C:</td> <td style="text-align: right;">\$4,275</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td colspan="2">Day(s) included in Initial Recovery Charge: 2</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Daily Recovery Charge per day thereafter CFT6PSF:</td> <td style="text-align: right;">\$ 348</td> </tr> <tr> <td>Daily Recovery Charge per day thereafter CFTRXSC:</td> <td style="text-align: right;">\$7,059</td> </tr> <tr> <td>Daily Recovery Charge per day thereafter CFTPV6C:</td> <td style="text-align: right;">\$1,422</td> </tr> </table>	Recovery charges are assessed only in the event of a disaster declaration.		Initial Recovery Charge CFT6PSF:	\$ 2,323	Initial Recovery Charge CFTRXSC:	\$19,264	Initial Recovery Charge CFTPV6C:	\$4,275			Day(s) included in Initial Recovery Charge: 2				Daily Recovery Charge per day thereafter CFT6PSF:	\$ 348	Daily Recovery Charge per day thereafter CFTRXSC:	\$7,059	Daily Recovery Charge per day thereafter CFTPV6C:	\$1,422
Recovery charges are assessed only in the event of a disaster declaration.																					
Initial Recovery Charge CFT6PSF:	\$ 2,323																				
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Daily Recovery Charge per day thereafter CFTRXSC:	\$7,059																				
Daily Recovery Charge per day thereafter CFTPV6C:	\$1,422																				
<i>RECOVERY</i>	Additional recovery exercise charges are assessed in the event that																				

Initial all pages
Vendor Initials

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT C

	<i>EXERCISE</i>	the State exceeds the 96 hours included under the agreement.	
		Initial Contract Period Year 1 - Total Hours: 96 Number of Exercises: 2 (two)	Included
		Each subsequent twelve-month period - Total Hours: 96 Number of Exercises: 2 (two)	Included
		Additional Recovery Exercise time, per 4-hr block CFT6PSF:	\$601
		Additional Recovery Exercise time, per 4-hr block CFTRXSC	\$2,823
		Additional Recovery Exercise time, per 4-hr block CFTPV6C	\$923
		Additional Recovery Exercises, per exercise CFT6PSF:	\$1,627
		Additional Recovery Exercise time, per exercise CFTRXSC	\$8,154
		Additional Recovery Exercise time, per exercise CFTPV6C	\$2,068
		<i>TELECOMM</i>	One time charge Usage charges are billed separately - Not applicable to this contract.
	<i>GENERAL</i>	Work space allocated at time of event - Not applicable to this contract	N/A
Monthly Charges	Add the following table:		
	CONTRACT TOTALS		
		Total Monthly Charge	\$11,508
		Total 6 Month Charge	\$69,048

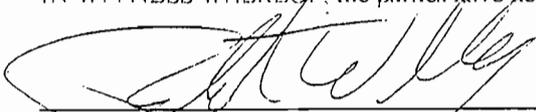
Table 3 - Contract History

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2006-080	Original Contract	April 4, 2007, Item #18	\$115,844.
2006-080 Amendment A	Amendment	May 21, 2008 Item #2	\$130,262.
2006-080 Amendment B	Amendment	March 24, 2010 Item #13	\$219,888.
2006-080 Amendment C	Amendment	Upon G&C Approval	\$69,048
	CONTRACT TOTAL		\$535,042.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080
CONTRACT AMENDMENT C

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



Robert Willey, Account Manager
International Business Machines Corporation

Date: 2/22/12

Corporate Signature Notarized:

STATE OF Maine

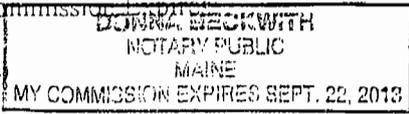
COUNTY OF Cumberland

On this the 22 day of February, 2012, before me, Donna Beckwith,
the undersigned Officer Robert Willey, personally appeared and acknowledged
her/himself to be the Account Manager, of International Business Machines
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) 

State of New Hampshire



Stanley W. Rogers, CIO
State of New Hampshire
Department of Information Technology

Date: 2/24/12

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



State of New Hampshire, Department of Justice

Date: 2/24/12

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF NEW HAMPSHIRE

27 HAZEN DR

CONCORD, NH 03301-6503

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number: CFTGPSF
Sequence Number/Version: 2154403-2
Date Generated: 02/21/12
This offer is good until 03/21/12.

The terms of the State of New Hampshire Contract 2006-080 (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address:

STATE OF NEW HAMPSHIRE

27 HAZEN DR

CONCORD, NH 03301-6503

IBM Address for Notices:

Attn: BCRS Contract Operations

IBM Corporation

PO Box 700

Suffern, NY 10901-0700

Covered Address:

27 HAZEN DR

CONCORD, NH 03301-6503

REFERENCE NUMBERS

Agreement: HW30679

Customer: 6546406

Enterprise: 6428000

CONTRACT PERIOD

Start Date: 03/21/12

End Date: 09/20/12

SUPPLEMENT

Number: CFT6PSF

Effective Date: 03/21/12

Revision (yes/no): No

Renewal (yes/no): No

Primary Recovery Site

Sterling Forest, NY

MONTHLY CHARGES

Total Monthly Charge: \$ 290

Minimum Total Monthly Charge: \$ 290

RECOVERY CHARGES

Initial Recovery Charge: \$ 2,323

Day(s) Included in Initial Recovery Charge: 2

Daily Recovery Charge per day thereafter: \$ 348

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 0

Number of Exercises: 0

Each subsequent twelve-month period - Total Hours: 0

Number of Exercises: 0

Additional Recovery Exercise time, per 4-hr block: \$ 601

Additional Recovery Exercises, per exercise: \$ 1,627

TELECOMMUNICATIONS

One-Time Charge: N/A

Usage charges are billed separately.

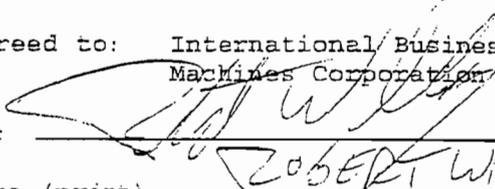
GENERAL

Work area space allocated at time of Event.

Agreed to: STATE OF NEW HAMPSHIRE

Agreed to: International Business Machines Corporation

By: 

By: 

Name (print): _____

Name (print): ROBERT WILLET

Title: _____ Date: _____

Title: CLIENT MANAGER Date: 2/24/12

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406

Processor: HP9000 4440

Address: 27 HAZEN DR
CONCORD, NH 03301-6503

Recovery Site: Sterling Forest, NY
Supplement Number: CFT6PSF

System Storage: 8192ME
DASD Gigabytes: 584.000GB

Quantity or Units	Machine or Product	Model	Product Description
=====			

IBM Equipment:

1	TS3100	LT4S	IBM LTO Gen 4 Drv. SCSI w/ACL
Includes: 1 SCSI attached IBM LTO-4 tape drive, with autoloader and barcode reader			

Network Lines: NONE

Non-IBM Equipment:

1	HP9000	4440	HP9000 rp4440 Base Server
2	HPRP4440	4096	4Gb Memory Increment
1	HPRP4440	1GHZ	1GHz PA8900 Dual-processor
1	HP-AB379B	PCIX	2-Port 4Gb FC; HP-UX, OpenVMS
1	HP-A7173A	PCI	Dual Chan Ultra 320 LVD
2	HPRP4440	146	146Gb internal disk
4	MSA1000A	146	HP MSA1000 FC Att. 146GB HDD
Includes: 1 FC attached 146GB hard drive installed in a HP MSA1000 Storage Enclosure			
1	HP-4440	DVD	DVD-ROM for rp4440
1	HP-A7012A	PCIX	2 Port 1000Base-T LAN

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF NEW HAMPSHIRE

27 HAZEN DR

CONCORD, NH 03301-6503

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number: CFTRKSC
Sequence Number/Version: 2S74302-11
Date Generated: 02/21/12
This offer is good until 03/21/12.

The terms of the State of New Hampshire Contract 2006-080 (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address:
STATE OF NEW HAMPSHIRE

27 HAZEN DR
CONCORD, NH 03301-6503

IBM Address for Notices:
Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:
27 HAZEN DR
CONCORD, NH 03301-6503

REFERENCE NUMBERS
Agreement: HW30679
Customer: 6546406
Enterprise: 6428000
CONTRACT PERIOD
Start Date: 03/21/12
End Date: 09/20/12
SUPPLEMENT
Number: CFTRXSC
Effective Date: 03/21/12
Revision (yes/no): No
Renewal (yes/no): Yes

Primary Recovery Site
Sterling Forest, NY

MONTHLY CHARGES

Total Monthly Charge: \$ 9,413
Minimum Total Monthly Charge: \$ 9,413

RECOVERY CHARGES

Initial Recovery Charge: \$ 19,264
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$ 7,059

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 0
Number of Exercises: 0
Each subsequent twelve-month period - Total Hours: 0
Number of Exercises: 0
Additional Recovery Exercise time, per 4-hr block: \$ 2,823
Additional Recovery Exercises, per exercise: \$ 8,154

TELECOMMUNICATIONS

One-Time Charge: N/A
Usage charges are billed separately.

GENERAL

Work area space allocated at time of Event.

Agreed to: STATE OF NEW HAMPSHIRE
By: [Signature]
Name (print): _____
Title: _____ Date: _____

Agreed to: International Business Machines Corporation
By: [Signature]
Name (print): ROBERT WILLET
Title: Chief Marketing Officer Date: 3/22/12

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406

Processor: 2098 U03

Address: 27 HAZEN DR
 CONCORD, NH 03301-6503

Recovery Site: Sterling Forest, NY

System Storage: 73728MB

Supplement Number: CFTRXSC

DASD Gigabytes: 13344.000GB

Quantity or Units	Machine or Product	Model	Product Description
----------------------	-----------------------	-------	------------------------

=====

IBM Equipment:

- | | | | |
|----|-----------|------|--|
| 1 | 2098 | U03 | IBM System z10 BC |
| 72 | 2098 | GB1 | IBM 2098 Memory - 1st 2098
Provides 1 GB of processor memory on the first 2098. |
| 4 | MAINFRAME | VM | VM Guest Selection (No cost) |
| 2 | 2098 | CE3 | 2098 Crypto Express3
Includes one 2098 Crypto Express3 feature 0864 (2 PCI-E adapters).
Maximum of two 2098 CE3 supported per 2098 processor. |
| 1 | DS8100A | BASE | IBM TotalStorage DS8100
Includes: Dual two-way processor-complex, 64 GB processor memory, and one 16-pack of 146 GB disk drives providing 2336 GB physical unprotected capacity. |
| 3 | DS8100A | DISK | IBM DS8100 Physical Capacity
Includes: One 16-pack of 146 GB disk drives providing 2336 GB additional physical unprotected capacity on DS8100A BASE.
Prerequisite: DS8100A BASE configuration. |
| 4 | DS8100A | FCON | IBM DS8100 FICON Host Adapter
Includes: One four-port FICON Host Adapter on DS8100A BASE.
Prerequisite: DS8100A BASE configuration. |
| 40 | INTEL | DSK1 | Disk Stg Allocation (No Cost)
100 gigabyte increments of SAN attached, RAID protected disk allocated to the Intel configurations |
| 16 | SANDISK1 | FC | 250 GBs FC SAN Disk
Includes: 250 GBs of RAID protected Tier 1 disk capacity with Fibre Channel connectivity.
The disk technology may be attached to an IBM San Volume Controller versus direct attached to the contracted servers.
BCRS technicians will manage and configure the connectivity between devices |
| 1 | TS3100 | LTO4 | IBM LTO Gen 4 Drive FC w/ACL
Includes: 1 FC attached IBM LTO-4 tape drive, with autoloader, barcode reader and encryption features. |
| 4 | 3590-FCON | E11 | IBM 3590 E11 FICON Tape Drive
Includes: One 3590 E11 tape drive on a 3590 A60 controller with one FICON port per four 3590 E11 drives, and Extended Media Support |
| 2 | 3592-FCON | E06 | IBM TS1130 Tape Drive - E06
Includes: One 3592 E06 tape drive on a 3592 C06 controller with one FICON port per two drives, and Encryption feature. |

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406
 Address: 27 HAZEN DR
 CONCORD, NH 02301-6503

Processor: 2098 U03

Recovery Site: Sterling Forest, NY

System Storage: 73728MB

Supplement Number: CFTRXSC

DASD Gigabytes: 13344.000GB

Quantity or Units	Machine or Product	Model	Product Description
=====			

or PC connectivity for Open Systems and
 Wintel server attachment.

2 IP1145 DN1 InfoPrint 1145 (45 PPM) CS
 This printer includes the following features and/or functions:
 IPDS (#4820), 100/10 Ethernet (standard), Token Ring (#4120),
 5 drawers (#4520 High capacity feeder), 64Mb memory (standard),
 Duplex (standard), Finisher (prereq is #4520)...staple/three hole
 punch/offset stacking.

1 6400 015E LINE MATRIX PRINTER
 Includes: - Feature 4830 COAX/TWINAX ATTACHMENT
 - Feature 6861 ETHERNET IPDS (W/Network Interface Card)
 Interfaces: RS-232/RS-422, IEEE 1284/Centronics Parallel,
 Coax/Twinax (SCS/IPDS), 10/100BaseT Ethernet
 (ASCII/IPDS), Auto Switching

1 2074 003 Non-SNA 3270 Controller
 Includes: 2 ESCON ports, 2 Ethernet ports, 2 Token Ring ports.
 Supports up to 96 non-SNA 3270 sessions (48 per ESCON port).
 Prerequisite: A "3270 PC" solution is required for local non-SNA
 support. Support for any other PC connection
 requires a "REMCONS PKG1" solution.

12 3270 PC PC with 3270 emulation
 Personal Computer configuration including a Fast Ethernet port,
 Windows, and TN3270E 3270 terminal emulation software.
 Prerequisite: 2074 Ethernet port with IBM assigned TCP/IP address.

1 2098OE3 1000 2098 OSA-Express3 1000BASE-T
 Includes: Two 2098 OSA-Express3 1000BASE-T Ethernet ports.
 Maximum of four 2098OE3 1000 supported per 2098 processor.

8 HPDL580D BASE HP Server DL580D -2.93Ghz QC
 Item: HP Proliant DL580 G5
 Includes: 4 Way SMP Architecture
 1 Intel 2.93Ghz Xeon MP Processors - Quad Core
 4GB Memory
 1 146 GB SCSI Hard Drive
 DVD-ROM Drive
 Dual onboard 10/100/1000 Ethernet Adapter
 1 HP P400i SAS Array Controller
 **USB support

Note: The item listed above cannot be selected for
 temporary transfer.

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406 Processor: 2098 U03
 Address: 27 HAZEN DR
 CONCORD, NH 03301-6503
 Recovery Site: Sterling Forest, NY System Storage: 73728MB
 Supplement Number: CFTRXSC DASD Gigabytes: 13344.000GB

Quantity or Units	Machine or Product	Model	Product Description
----------------------	-----------------------	-------	------------------------

32	HPDL580D	MEM1	Add'l HPDL580D 4GB Memory
33	PCOPT FC	146G	CPQ/HP Server 146G Hard Drive

Compaq/HP 146GB Hard Drive

For use with the Compaq/HP Proliant Servers ONLY

8 PRELOAD SR1 OS Preload For Intel Server
 Includes: The pre-loading of a supported server operating system for Intel based servers.

Supported operating systems are:

Microsoft Windows 2000 Server
 Microsoft Windows 2000 Advanced Server
 Microsoft Windows 2003 Standard Edition-32 R2
 Microsoft Windows 2003 Enterprise Edition-32 R2
 Microsoft Windows 2003 Standard Edition-64 bit R2
 Microsoft Windows 2003 Enterprise Edition-64 bit R2
 Windows Server 2008 Standard 32 Bit (Full Installation)
 Windows Server 2008 Enterprise 32 Bit(Full Installation)
 Windows Server 2008 Standard 64 Bit (Full Installation)
 Windows Server 2008 Enterprise 64 Bit(Full Installation)
 Win Server 2008 Standard 64 Bit (Full Installation) R2
 Win Server 2008 Enterprise 64 Bit(Full Installation) R2

VMWare ESX 2.5.x
 VMWare ESX 3.0.x
 VMWare ESX 3.5.x
 VMWare vSphere 4.x
 VMWare ESXi 4.x

Please refer to the associated attachment regarding the preload of a server operating system.

Network Lines: NONE

Non-IBM Equipment:

1	IP1585	DN1	InfoPrint 1585 (50 PPM)
	Includes: 2 x 500 Sheet Drawer, 2/3-Hole Finisher, IPDS and SCS/TNe card, Bar code card		
2	PCOPT FC	FC15	Emulex LP12002 PCI-Xpress FC
	Emulex LP12002 - Dual Port PCI-Express fiber adapter		

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF NEW HAMPSHIRE

27 Hazen Drive

CONCORD, NH 03301-6503

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number: CFTPV6C
Sequence Number/Version: 2S74303-10
Date Generated: 02/21/12
This offer is good until 03/21/12.

The terms of the State of New Hampshire Contract 2006-080 (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address:
STATE OF NEW HAMPSHIRE

27 Hazen Drive
CONCORD, NH 03301-6503

IBM Address for Notices:
Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:
27 Hazen Drive
CONCORD, NH 03301-6503

REFERENCE NUMBERS

Agreement: HW30679
Customer: 6546406
Enterprise: 6428000

CONTRACT PERIOD

Start Date: 03/21/12
End Date: 09/20/12

SUPPLEMENT

Number: CFTPV6C
Effective Date: 03/21/12
Revision (yes/no): No
Renewal (yes/no): Yes

Primary Recovery Site
Sterling Forest, NY

MONTHLY CHARGES

Total Monthly Charge: \$ 1,805
Minimum Total Monthly Charge: \$ 1,805

RECOVERY CHARGES

Initial Recovery Charge: \$ 4,275
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$ 1,422

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 0
Number of Exercises: 0
Each subsequent twelve-month period - Total Hours: 0
Number of Exercises: 0
Additional Recovery Exercise time, per 4-hr block: \$ 923
Additional Recovery Exercises, per exercise: \$ 2,068

TELECOMMUNICATIONS

One-Time Charge: N/A
Usage charges are billed separately.

GENERAL

Work area space allocated at time of Event.

Agreed to: STATE OF NEW HAMPSHIRE

Agreed to: International Business
Machines Corporation

By: [Signature]

By: [Signature]

Name (print): _____

Name (print): ROBERT WILSON

Title: _____ Date: _____

Title: CLIENT MANAGER Date: 2/22/12

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406
 Address: 27 Hazen Drive
 CONCORD, NH 03301-6503

Processor: NULLCPU NET

Recovery Site: Sterling Forest, NY

Supplement Number: CFTPV6C

Quantity or Units	Machine or Product	Model	Product Description
----------------------	-----------------------	-------	------------------------

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IBM Equipment:

1	REMCONS	PKG1	Hotsite Remote Console Access
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Includes: Console infrastructure access
 Support for Serial and GUI Users
 Secure Access/Firewall Front End

Network Lines:

30	INT/MM	IBM	MultiMegabit Internet Access
----	--------	-----	------------------------------

Includes: - Local access to ISP point of presence from the IBM provided recovery facility.
 - Network interface equipment and IP router at the IBM provided recovery facility.
 - Wide area network interface and appropriate Ethernet port on IP router.
 - 29 registered IP addresses from a shared address pool. For additional addresses subscribe to INT/ADDR XYZ.

Notes:

- Each selection of Qty 1 is equivalent to 1Mb Internet Access
- This Internet solution uses shared resources available to customers at all recovery locations in the U.S. The additional Internet Access terms in your contract apply.
- Available during recovery exercise or outage emergency only.

2	LINE	000	Analog Dial Line
1	WEBVPN	10	Remote Access SSL WebVPN

Includes: Remote access to the IBM recovery center via customer web browser.

- 10 UserID's
- Broadband (Internet) gateway with appropriate microcode at IBM recovery center.
- private 192.168.net addresses will be assigned to users.
- IBM design of IP tunneling function between customer end-user device(s) and SSL VPN gateway at IBM recovery center.

NOTES:

- IBM will provide certain configuration parameters including userid and password for use during exercise and outage.
- Customer is responsible for providing Internet Explorer or Netscape web browser on their end user PCs.
- Customer is responsible for providing Internet access for their end users.
- Customer agrees to comply with prerequisites and implement instructions provided.

9131

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
603-271-2843 1-800-852-3345 x2843
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

MAR 24 2010

1-2



Richard C. Bailey, Jr.
Chief Information Officer

March 5, 2010

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

REQUESTED ACTION

Retroactive

- 1) Authorize the Department of Information Technology (DoIT), to exercise a retroactive contract renewal option with International Business Machines (IBM), Vendor #174837, Pittsburgh, Pennsylvania, increasing the funding by \$219,888.00, from \$246,106.00 to \$465,994.00, to provide Business Recovery Services (BRS) for the Department of Health and Human Services (DHHS), Division of Child Support Services and Division of Family Assistance.
- 2) Authorize the Department of Information Technology to extend this contract from March 20, 2010 through March 20, 2012, with Governor and Executive Council approval.

Funds are available in account IT for DHHS as follows with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, contingent on continued budget authorizations for FY 2012. 100% Other funds: the agency Class 27 funds used by DHHS to reimburse DoIT for this service is of 54% Federal and 46% General funds.

FY	AT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEP AME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT	TOTALS
	LASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC			
2010	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 - Consultants	03950039	\$12,460.32	
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046- 500465 - Consultants	03950041	\$24,187.68	
			2010 Subtotal	\$ 36,648.00
2011	01-03-03-030010-76950000 - DoIT- IT for DHHS 0465-500465 - Consultants	03950039	\$ 37,380.96	
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950041	\$72,563.04	
			2011 Subtotal	\$109,944.00
2012	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950039	\$24,920.64	
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950041	\$48,375.36	
			2012 Subtotal	\$ 73,296.00
	IOA Encumbrance #: 101788.		GRAND TOTAL	\$219,888.00

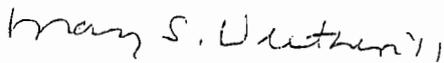
His Excellency, Governor John Lynch
and Honorable Executive Council

March 5, 2010

Page 3

The resulting combined configuration has netted the increased capacity required by the NECSES and New Heights systems, in addition to adding critical new functionality, for almost the same cost as previous years. This new functionality will enable the State to perform critical disaster recovery testing exercises from Concord, NH, without the cost of sending staff out-of-state.

Approval of this contract amendment for disaster recovery services is respectfully requested.

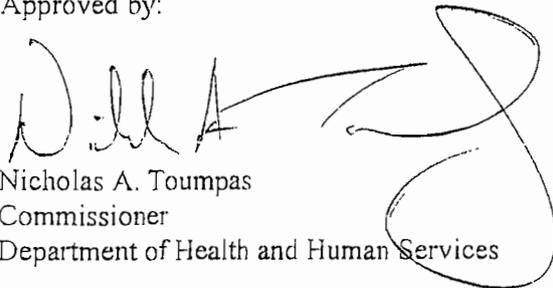


Mary S. Weatherill, Director
DHHS Division of Child Services



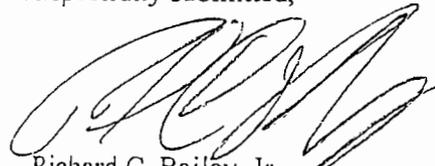
Terry R. Smith, Director
DHHS Division of Child Services
DHHS Division of Transition Assistance

Approved by:



Nicholas A. Toumpas
Commissioner
Department of Health and Human Services

Respectfully submitted,



Richard C. Bailey, Jr.
Chief Information Officer

RCB/ltn
A&E RID 9322



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
603-271-2843 1-800-852-3345 x2843
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Richard C. Bailey, Jr.
Chief Information Officer

March 5, 2010

Frank Catanese
Director of Operations
State of New Hampshire
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Dear Director Catanese:

This letter represents formal notification that the Department of Information Technology has approved your request to amend an existing contract with International Business Machines to supply business recovery services to the Department of Health and Human Services, Division of Family Assistance (DHHS DFA), New HEIGHTS System and the Division of Child Support Services (DCSS) New England Child Support Enforcement System (NECSES) as described below and referenced as DoIT No. 2006-080B.

This is a request for approval to amend a contract between International Business Machines and the Department of Information Technology on behalf of Department of Health and Human Services, DFA and DCSS. In the event NECSES and/or New HEIGHTS are deemed inoperable at the New Hampshire state site, the systems will be reconstituted and will operate from the IBM Sterling New York site. This amendment increases the contract funding by \$219,888.00, from \$246,106.00 to \$465,994.00, and extends the expiration date from March 20, 2010 to March 20, 2010. This project is set forth in the Department of Health and Human Services' Strategic Information Technology Plan: 2005-2009 dated October 21, 2005.

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

Sincerely,

Richard C. Bailey, Jr.

RCB/ltn
RID # 9322

cc: Frank Catanese
Leslie Mason

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080-191557
CONTRACT AMENDMENT B

	<p>NECSES Covered Address: 27 Hazen Drive Concord, NH 03301</p> <p>New HEIGHTS Covered Address: 27 Hazen Drive Concord, NH 03301</p>	<p>Effective Date: Governor and Executive Council Approval Revision (yes/no): Yes Renewal (yes/no): Yes</p> <p>PRIMARY RECOVERY SITE: Sterling Forest, NY</p>																																																																		
Section 14: Configuration	Delete Section 14: Configuration, including Sections 14A: Configuration of Services and Equipment Added in Amendment A, and replace with: 14 Configuration																																																																			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;">New HEIGHTS and NECSES Combined Mainframe Resources</th> </tr> <tr> <th style="width: 15%;">Quantity</th> <th style="width: 35%;">Product</th> <th style="width: 50%;">Description</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">2096 U03</td> <td>IBM System z9 Business Class</td> </tr> <tr> <td style="text-align: center;">20</td> <td style="text-align: center;">2096 GB1</td> <td>IBM 2096 - 1 GB Storage</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">Mainframe VM</td> <td>VM Guest Selection</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">2096 CE2</td> <td>Crypto Express2 Feature</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">DS8100A BASE</td> <td>IBM TotalStorage DS8100 w/ 2336 GB unprotected capacity</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">DS8100A DISK</td> <td>IBM DS8100 Physical Capacity w/ 2336 GB unprotected capacity</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">DS8100A FCON</td> <td>IBM DS8100 FICON Host Adapter on DS8100A Base.</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">3490 X40</td> <td>3490 Tape Cartridge with A20 controller and 4 x 3490 X40 drives, 36 Track</td> </tr> <tr> <td style="text-align: center;">6</td> <td style="text-align: center;">3590-FCON E11</td> <td>IBM 3590 E11 FICON tape Drive with A60 controller</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">IP1145 DN1</td> <td>InfoPrint 1145 with features IPDS, Ethernet, duplex, High Capacity, staple, 3 hole, 64MB.</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">6400 015E</td> <td>LINE PRINTER MATRIX WITH IPDS, ETHERNET IPDS</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">2074 003</td> <td>NON-SNA 3270 CONTROLLER WITH 2 ESCON PORTS, requires REMCONS PKG1</td> </tr> <tr> <td style="text-align: center;">12</td> <td style="text-align: center;">3270 PC</td> <td>PC with 3270 Emulation</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">2096OE2 1000</td> <td>2096 OSA-Express 2 1000Base-T</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">IBMX365A Base</td> <td>IBM Server x365A MP-3.0Ghz</td> </tr> <tr> <td style="text-align: center;">6</td> <td style="text-align: center;">IBMX365A MEM1</td> <td>Additional 1 GB Memory</td> </tr> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">PCOPT FC 72G2</td> <td>IBM Server 75.4 Hard Drive</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">PCWS-3200 Base</td> <td>P4-3.2Ghz PC Desktop with Workspace, phone, chair and power for office equipment</td> </tr> <tr> <td style="text-align: center;">12</td> <td style="text-align: center;">PCWS-3200 MEM1</td> <td>Additional PCWS-3200 512MB Memory</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">Preload PCI</td> <td>OS Preload for Desktop PC</td> </tr> </tbody> </table>		New HEIGHTS and NECSES Combined Mainframe Resources			Quantity	Product	Description	1	2096 U03	IBM System z9 Business Class	20	2096 GB1	IBM 2096 - 1 GB Storage	4	Mainframe VM	VM Guest Selection	2	2096 CE2	Crypto Express2 Feature	1	DS8100A BASE	IBM TotalStorage DS8100 w/ 2336 GB unprotected capacity	1	DS8100A DISK	IBM DS8100 Physical Capacity w/ 2336 GB unprotected capacity	2	DS8100A FCON	IBM DS8100 FICON Host Adapter on DS8100A Base.	1	3490 X40	3490 Tape Cartridge with A20 controller and 4 x 3490 X40 drives, 36 Track	6	3590-FCON E11	IBM 3590 E11 FICON tape Drive with A60 controller	2	IP1145 DN1	InfoPrint 1145 with features IPDS, Ethernet, duplex, High Capacity, staple, 3 hole, 64MB.	1	6400 015E	LINE PRINTER MATRIX WITH IPDS, ETHERNET IPDS	1	2074 003	NON-SNA 3270 CONTROLLER WITH 2 ESCON PORTS, requires REMCONS PKG1	12	3270 PC	PC with 3270 Emulation	1	2096OE2 1000	2096 OSA-Express 2 1000Base-T	2	IBMX365A Base	IBM Server x365A MP-3.0Ghz	6	IBMX365A MEM1	Additional 1 GB Memory	10	PCOPT FC 72G2	IBM Server 75.4 Hard Drive	4	PCWS-3200 Base	P4-3.2Ghz PC Desktop with Workspace, phone, chair and power for office equipment	12	PCWS-3200 MEM1	Additional PCWS-3200 512MB Memory	4	Preload PCI	OS Preload for Desktop PC
New HEIGHTS and NECSES Combined Mainframe Resources																																																																				
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1	2074 003	NON-SNA 3270 CONTROLLER WITH 2 ESCON PORTS, requires REMCONS PKG1																																																																		
12	3270 PC	PC with 3270 Emulation																																																																		
1	2096OE2 1000	2096 OSA-Express 2 1000Base-T																																																																		
2	IBMX365A Base	IBM Server x365A MP-3.0Ghz																																																																		
6	IBMX365A MEM1	Additional 1 GB Memory																																																																		
10	PCOPT FC 72G2	IBM Server 75.4 Hard Drive																																																																		
4	PCWS-3200 Base	P4-3.2Ghz PC Desktop with Workspace, phone, chair and power for office equipment																																																																		
12	PCWS-3200 MEM1	Additional PCWS-3200 512MB Memory																																																																		
4	Preload PCI	OS Preload for Desktop PC																																																																		

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080-191557
CONTRACT AMENDMENT B

4	PRELOAD SRI	PRELOAD for INTEL Server
	Non-IBM Equipment	
1	IP1585 DN1	InfoPrint 1585 high speed printer with IPDS, 2 x 500 Sheet drawers
New HIGHLIGHTS and NBCSES Combined Network Resources		
IBM Equipment		
1	REMCONS PKG1	Hotsite Remote Console Access Console Infrastructure access Support for serial and GUI Users, Secure Access/Firewall Front End
Network Lines		
20	INT/MM	IBM MultiMegabit Internet Access - Local access to ISP point of presence from the IBM provided recovery facility. - Network interface equipment and IP router at the IBM provided recovery facility. - Wide area network interface and appropriate Ethernet port on IP router. - 29 registered IP addresses from a shared address pool. For additional addresses subscribe to INT/ADDR XYZ.
2	Line 000	Analog Dial Line
1	WEBVPN 10	Remote AccessSSL WebVPN Includes: Remote access to the IBM recovery center via customer web browser. - 10 UserID's - Broadband (Internet) gateway with appropriate microcode at IBM recovery center. - private 192.168.net addresses will be assigned to users. - IBM design of IP tunneling function between customer end-user device(s) and SSL VPN gateway at IBM recovery center. NOTES: - IBM will provide certain configuration parameters including userid and password for use during exercise and outage. - Customer is responsible for providing Internet Explorer or Netscape web browser on their

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080-191557
CONTRACT AMENDMENT B

			end user PCs. - Customer is responsible for providing Internet access for their end users. - Customer agrees to comply with prerequisites and implement instructions provided.
	2	CIASA 5540	Cisco Adaptive Security Appl Includes: Cisco Adaptive Security Appliance 5540 with: - (4) 10/100/1000 Copper Ethernet interfaces - (1) 10/100 management FastEthernet interface - 2GB DRAM - 5000 VPN peers - Adaptive Inspection and Prevention Security Services Module 20 (AIP-SSM-20) - (2) Virtual Firewall contexts Notes: - SSL/VPN Licenses are NOT Included.
	2	UDSV.3400 RM	UDS 28.8/V.34 Modem R/M Includes: RS232/V.24 Cable (DB24 to RJ45 Connectors) RS232 to V.35 Converter

Exhibit B of the Agreement is hereby amended as follows:

Table 2 – Contract Price

Contract #2006-080 Exhibit B Section	AMENDED TEXT
Monthly Charges	Delete the Monthly Charges section in Exhibit B and replace with: Monthly Charges The State agrees to pay the Total Monthly Charge for a Subscription each Month for Mainframe and Network Business Recovery Services added to the Agreement. The Total Monthly charge for the services is based on: <ol style="list-style-type: none"> 1. the Configurations specified in paragraph 14 of Exhibit A; and 2. the duration of the Contract Period.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080-191557
CONTRACT AMENDMENT B

CONTRACT TOTALS		
MONTHLY CHARGES	Total Monthly Charge CFT7PFP:	\$ 0
	Total Monthly Charge CFT7NDP:	\$ 0
	Total Monthly Charge CFTRXSC:	\$ 7,686
	Total Monthly Charge CFTPV6C:	\$ 1,476
	Total Monthly Charge	\$ 9,162
	Minimum Total Monthly Charge CFT7PFP:	\$ 0
	Minimum Total Monthly Charge CFT7NDP:	\$ 0
	Minimum Total Monthly Charge CFTRXSC:	\$ 7,686
	Minimum Total Monthly Charge CFTPV6C:	\$ 1,476
	Minimum Total Monthly Charge	\$ 9,162
OPTIONAL FEES		
RECOVERY CHARGES	Recovery charges are assessed only in the event of a disaster declaration.	
	Initial Recovery Charge CFT7PFP:	\$ 0
	Initial Recovery Charge CFT7NDP:	\$ 0
	Initial Recovery Charge CFTRXSC:	\$15,732
	Initial Recovery Charge CFTPV6C:	\$3,496
	Day(s) Included in Initial Recovery Charge: 2	
	Daily Recovery Charge per day thereafter CFT7PFP:	\$ 0
	Daily Recovery Charge per day thereafter CFT7NDP:	\$ 0
	Daily Recovery Charge per day thereafter CFTRXSC:	\$5,765
	Daily Recovery Charge per day thereafter CFTPV6C:	\$1,112
RECOVERY EXERCISE	Additional recovery exercise charges are assessed in the event that the State exceeds the 96 hours included under the agreement.	
	Initial Contract Period Year 1 - Total Hours: 96 Number of Exercises: 2 (two)	Included
	Each subsequent twelve-month period - Total Hours: 96 Number of Exercises: 2 (two)	Included
	Additional Recovery Exercise time, per 4-hr block CFT7PFP:	\$ 0
	Additional Recovery Exercise time, per 4-hr block CFT7NDP:	\$ 0
	Additional Recovery Exercise time, per 4-hr block CFTRXSC:	\$2,306
	Additional Recovery Exercise time, per 4-hr block CFTPV6C:	\$754
	Additional Recovery Exercises, per exercise CFT7PFP:	\$ 0
	Additional Recovery Exercises, per exercise CFT7NDP:	\$ 0
	Additional Recovery Exercise time, per exercise CFTRXSC:	\$8,154
Additional Recovery Exercise time, per exercise CFTPV6C:	\$2,068	
TELECOMM	One time charge	N/A
	Usage charges are billed separately - Not applicable to this contract.	N/A
GENERAL	Work space allocated at time of event - Not applicable to this contract	N/A
Monthly Charges	Add the following table:	

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080-191557
CONTRACT AMENDMENT B

	CONTRACT TOTALS	
	Total Monthly Charge	\$ 9,162.00
	Total 12 Month Charge	\$109,944.00
	Total 24 Month Charge	\$219,888.00
	State Fiscal Year 2010 Charge (3mo.)	\$36,648.00
	State Fiscal Year 2011 Charge (12 mo.)	\$109,944.00
	State Fiscal Year 2012 Charge (8 mo.)	\$73,296.00
	Total Fiscal Year Charge	\$219,888.00
Invoicing, Payment, Taxes	Delete the section named Invoicing, Payment, and Taxes, and replace with the following: Invoicing, Payment, and Taxes The Contractor invoices monthly charges in advance. The Contractor invoices usage and other charges following the period in which the State incurs them. Invoices shall be mailed to: State of New Hampshire Department of Information Technology c/o Accounts Payable 49 Donovan Street Concord, NH 03301	

Exhibit C of the Agreement is hereby amended as follows:

Table 3 – Special Provisions

Contract #2006-080	AMENDED TEXT
Exhibit C	
Section 7.3.2	Delete Section 7.3.2 and replace with: 7.3.2 All dispute resolution meetings, consistent with the intent of this Exhibit, shall be conducted at the State's place of business, 27 Hazen Drive, Concord, NH. This process is described in the following subparagraphs.
Section 7.3.4.1 Level I	Delete Section 7.3.4.1 and replace with: 7.3.4.1 Level I i) Department of Information Technology, Director of Operations ii) Contractor Practice Manager
Section 7.3.4.2 Level II	Delete Section 7.3.4.2 and replace with: 7.3.4.2 Level II iii) Department of Information Technology, Chief Information Officer iv) the responsible Contractor Vice President of the appropriate business unit
Section 7.3.7	Delete Section 7.3.7 and replace with: 7.3.7 If a resolution is not achieved by negotiators at the final management level at their allotted time, the Chief Information Officer shall issue a final decision.

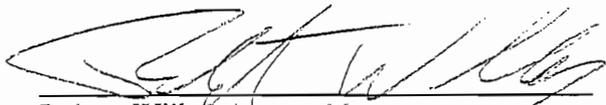
STATE OF NEW HAMPSHIRE
 DEPARTMENT OF INFORMATION TECHNOLOGY
 IBM BUSINESS RECOVERY SERVICES
 CONTRACT NUMBER 2006-080-191557
 CONTRACT AMENDMENT B

Table 3 - Contract History

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2006-080	Original Contract	April 4, 2007, Item #18	\$115,844.
2006-080 Amendment A	Amendment	May 21, 2008 Item #2	\$130,262.
2006-080 Amendment B	Amendment	Upon G&C Approval	\$219,888.
CONTRACT TOTAL			\$465,994

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.

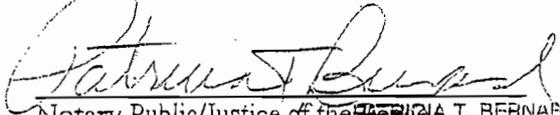

 Robert Willey, Account Manager
 International Business Machines Corporation

Date: 3/8/10

Corporate Signature Notarized:
 STATE OF New Hampshire
 COUNTY OF Merrimack

On this the 8th day of March, 2010, before me, 
 the undersigned Officer _____, personally appeared and acknowledged
 her/himself to be the Account Manager of IBM
 a corporation, and that she/he, as such Account Manager 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 Account Manager.

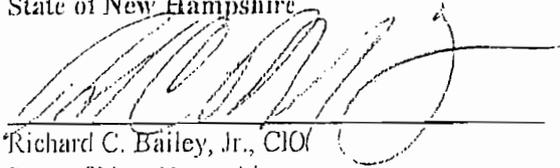
IN WITNESS WHEREOF I hereunto set my hand and official seal.


 Notary Public/Justice of the Peace **PATRICIA T. BERNARDI**
 Notary Public - New Hampshire
 My Commission Expires November 1st, 2011

(SEAL)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 2006-080-191557
CONTRACT AMENDMENT B

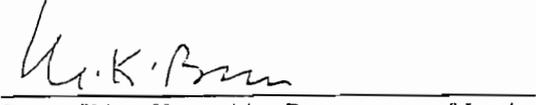
State of New Hampshire



Date: 2/10/10

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

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



Date: 3/11/10

State of New Hampshire, Department of Justice
Michael K. Brown

March 11, 2010

Richard C. Bailey, Jr.
State of New Hampshire
27 Hazen Drive
Concord, NH 03301

Dear Richard,

Rob Willey is authorized to sign the contract with the State of New Hampshire stated in the attached Delegation of Authority letter signed by Jessica Jordan, dated January 5, 2009.

Sincerely,

A handwritten signature in cursive script that reads "Ariel S. Devine".

Ariel Sarah Devine
Counsel
IBM Northeast Region

.cc Rob Willey

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF NEW HAMPSHIRE

27 HAZEN DR

CONCORD, NH 03301-6503

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number: CPTRXSC
Sequence Number/Version: 2S74302-8
Date Generated: 02/23/10
This offer is good until 03/21/10.

Supplement for Multivendor Information Technology Recovery Services

The terms of the State of New Hampshire Contract 2006-080 (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address:
STATE OF NEW HAMPSHIRE

27 HAZEN DR
CONCORD, NH 03301-6503

IBM Address for Notices:
Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suifern, NY 10901-0700

Covered Address:
27 HAZEN DR
CONCORD, NH 03301-6503

REFERENCE NUMBERS
Agreement: HW30679
Customer: 6546406
Enterprise: 6428000
CONTRACT PERIOD
Start Date: 03/21/10
End Date: 03/20/12
SUPPLEMENT
Number: CFTRXSC
Effective Date: 03/21/10
Revision (yes/no): No
Renewal (yes/no): Yes

Primary Recovery Site
Sterling Forest, NY

MONTHLY CHARGES

Total Monthly Charge: \$ 7,687
Minimum Total Monthly Charge: \$ 7,687

RECOVERY CHARGES

Initial Recovery Charge: \$ 15,732
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$ 5,765

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 96
Number of Exercises: 2
Each subsequent twelve-month period - Total Hours: 96
Number of Exercises: 2
Additional Recovery Exercise time, per 4-hr block: \$ 2,306
Additional Recovery Exercises, per exercise: \$ 8,154

TELECOMMUNICATIONS

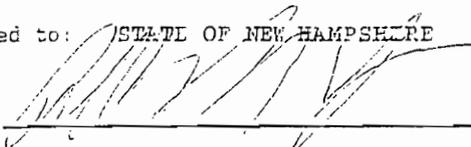
One-Time Charge: N/A
Usage charges are billed separately.

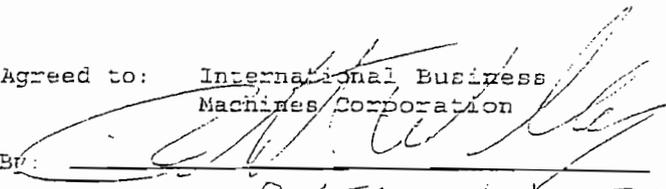
GENERAL

Work area space allocated at time of Event.

Agreed to: STATE OF NEW HAMPSHIRE

Agreed to: International Business
Machines Corporation

By: 

By: 

Name (print): _____

Name (print): Robert Walker

Title: _____ Date: _____

Title: CLIENT MANAGER Date: 3/25/10

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406

Processor: 2096 U03

Address: 27 HAZEN DR
CONCORD, NH 03301-6503

Recovery Site: Sterling Forest, NY
Supplement Number: CFTRXSC

System Storage: 20480MB
DASD Gigabytes: 4672GB

Quantity or Units	Machine or Product	Model	Product Description
----------------------	-----------------------	-------	------------------------

=====

IBM Equipment:

- | | | | |
|----|-----------|------|---|
| 1 | 2096 | U03 | IBM System z9 Business Class |
| 20 | 2096 | GB1 | IBM 2096 Memory - 1st 2096
Provides 1 GB of processor memory on the first 2096. |
| 4 | MAINFRAME | VM | VM Guest Selection (No cost) |
| 2 | 2096 | CE2 | 2096 Crypto Express2
Includes one 2096 Crypto Express2 feature.
Maximum of two 2096 CE2 supported per 2096 processor. |
| 1 | DS8100A | BASE | IBM TotalStorage DS8100
Includes: Dual two-way processor-complex, 64 GB processor memory, and one 16-pack of 146 GB disk drives providing 2336 GB physical unprotected capacity. |
| 1 | DS8100A | DISK | IBM DS8100 Physical Capacity
Includes: One 16-pack of 146 GB disk drives providing 2336 GB additional physical unprotected capacity on DS8100A BASE.
Prerequisite: DS8100A BASE configuration. |
| 2 | DS8100A | FCON | IBM DS8100 FICON Host Adapter
Includes: One four-port FICON Host Adapter on DS8100A BASE.
Prerequisite: DS8100A BASE configuration. |
| 1 | 3490 | X40 | Tape Cartridge Unit E-Series
Includes: 1 - 3490 A20 Control Unit per 4 - 3490 X40.
Each unit of 3490 X40 contains (4) 36-Track Drives. |
| 6 | 3590-FCON | E11 | IBM 3590 E11 FICON Tape Drive
Includes: One 3590 E11 tape drive on a 3590 A60 controller with one FICON port per four 3590 E11 drives, and Extended Media Support |
| 2 | IP1145 | DN1 | InfoPrint 1145 (45 PPM) CS
This printer includes the following features and/or functions:
IPDS (#4820), 100/10 Ethernet (standard), Token Ring (#4120), 5 drawers (#4520 High capacity feeder), 64Mb memory (standard), Duplex (standard), Finisher (prereq is #4520)...staple/three hole punch/offset stacking.
Infoprint 1145 (M/T 4545-DN1) |
| 1 | 6400 | 015E | LINE MATRIX PRINTER
Includes: - Feature 4830 COAX/TWINAX ATTACHMENT
- Feature 6861 ETHERNET IPDS (W/Network Interface Card)
Interfaces: RS-232/RS-422, IEEE 1284/Centronics Parallel, Coax/Twinax (SCS/IPDS), 10/100BaseT Ethernet (ASCII/IPDS), Auto Switching |
| 1 | 2074 | 003 | Non-SNA 3270 Controller |

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406

Processor: 2096 U03

Address: 27 HAZEN DR

CONCORD, NH 03301-6503

Recovery Site: Sterling Forest, NY

System Storage: 20480MB

Supplement Number: CFTRXSC

DASD Gigabytes: 4672GB

Quantity or Units	Machine or Product	Model	Product Description
----------------------	-----------------------	-------	------------------------

=====

Includes: 2 ESCON ports, 2 Ethernet ports, 2 Token Ring ports.
 Supports up to 96 non-SNA 3270 sessions (48 per ESCON port).
 Prerequisite: A "3270 PC" solution is required for local non-SNA
 support. Support for any other PC connection
 requires a "REMCONS PKG1" solution.

12	3270	PC	PC with 3270 emulation Personal Computer configuration including a Fast Ethernet port, Windows, and TN3270E 3270 terminal emulation software. Prerequisite: 2074 Ethernet port with IBM assigned TCP/IP address.
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1	2096OE2	1000	2096 OSA-Express2 1000BASE-T Includes: One 2096 OSA-Express2 1000BASE-T Ethernet port. Maximum of four 2096OE2 1000 supported per 2096 processor.
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2	IBMX365A	BASE	IBM Server x365A MP-3.0Ghz Item: IBM x365 Server
---	----------	------	---

Includes: PCI Architecture (6 Slots)
 1 Intel 3.0Ghz Xeon MP Processor
 1 GB Memory
 1 73.4 GB SCSI Hard Drive
 3.5" Diskette Drive
 CD-ROM Drive
 1 Integrated Dual 10/100/1000 Ethernet Adapter
 1 IBM ServeRAID SCSI Controller
 1 Adaptec Single Ended SCSI Controller
 **USB support

Note: The item listed above cannot be selected for temporary transfer.

6	IBMX365A	MEM1	Add'l IBMx365A 1 GB Memory
10	PCOPT FC	73G2	IBM Server 73.4 Hard Drive
4	PCWS-3200	BASE	P4-3.2Ghz Desktop W/Workspace

Item: PC Desktop With Workspace, Phone, Chair,
 & Power For Office Equipment

Includes: PCI Architecture
 Pentium IV 3.2Ghz Processor
 512MB Memory, 100Mhz Bus
 40 GB IDE Hard Drive
 1 DVD-ROM
 Color Monitor W/19" viewable screen size
 Keyboard and Mouse
 Serial and Parallel Port
 10/100 Ethernet Adapter Included
 USE Support

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406

Processor: 2096 U03

Address: 27 HAZEN DR

CONCORD, NH 03301-6503

Recovery Site: Sterling Forest, NY

System Storage: 20480MB

Supplement Number: CFTRXSC

DASD Gigabytes: 4672GB

Quantity or Units	Machine or Product	Model	Product Description
=====			

Note: This equipment cannot be selected for temporary transfer.

12 PCWS-3200 MEM1 Add'l PCWS-3200 512MB Memory

4 PRELOAD PC1 OS Preload For Desktop PC

Includes: The pre-loading of a supported operating system for desktop PCs.

Supported operating systems are:

Microsoft Windows 2000 Professional
 Microsoft Windows XP Professional
 Microsoft Windows Vista Enterprise

Please refer to the associated attachment regarding the preload of an operating system.

4 PRELOAD SR1 OS Preload For Intel Server

Includes: The pre-loading of a supported server operating system for Intel based servers.

Supported operating systems are:

Microsoft Windows 2000 Server
 Microsoft Windows 2000 Advanced Server
 Microsoft Windows 2003 Standard Edition-32
 Microsoft Windows 2003 Enterprise Edition-32
 Microsoft Windows 2003 Standard Edition-64 bit R2
 Microsoft Windows 2003 Enterprise Edition-64 bit R2
 Windows Server 2008 Standard 32 Bit (Full Installation)
 Windows Server 2008 Enterprise 32 Bit(Full Installation)
 Windows Server 2008 Standard 64 Bit (Full Installation)
 Windows Server 2008 Enterprise 64 Bit(Full Installation)

VMWare ESX 2.5.x
 VMWare ESX 3.0.x
 VMWare ESX 3.5.x
 VMWare vSphere 4 Enterprise Plus

Please refer to the associated attachment regarding the preload of a server operating system.

Network Lines: NONE

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406

Processor: 2096 U03

Address: 27 HAZEN DR

CONCORD, NH 03301-6503

Recovery Site: Sterling Forest, NY

System Storage: 20480MB

Supplement Number: CFTRXSC

DASD Gigabytes: 4672GB

Quantity or Units	Machine or Product	Model	Product Description
----------------------	-----------------------	-------	------------------------

=====

Non-IBM Equipment:

1	IP1585	DN1	InfoPrint 1585 (50 PPM)
	Includes: 2 x 500 Sheet Drawer, 2/3-Hole Finisher, IPDS and SCS/TNe card, Bar code card		

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF NEW HAMPSHIRE

27 Hazen Drive

CONCORD, NH 03301-6503

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number: CFTPV6C
Sequence Number/Version: 2S74303-6
Date Generated: 02/24/10
This offer is good until 03/21/10.

Supplement for Multivendor Information Technology Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Multivendor Information Technology Recovery Services (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address:
STATE OF NEW HAMPSHIRE

27 Hazen Drive
CONCORD, NH 03301-6503

IBM Address for Notices:
Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:
27 Hazen Drive
CONCORD, NH 03301-6503

REFERENCE NUMBERS

Agreement: HW30679
Customer: 6546406
Enterprise: 6428000

CONTRACT PERIOD

Start Date: 03/21/10
End Date: 03/20/12

SUPPLEMENT

Number: CFTPV6C
Effective Date: 03/21/10
Revision (yes/no): No
Renewal (yes/no): Yes

Primary Recovery Site
Sterling Forest, NY

MONTHLY CHARGES

Total Monthly Charge: \$ 1,476
Minimum Total Monthly Charge: \$ 1,476

RECOVERY CHARGES

Initial Recovery Charge: \$ 3,496
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$ 1,112

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 96
Number of Exercises: 2
Each subsequent twelve-month period - Total Hours: 96
Number of Exercises: 2
Additional Recovery Exercise time, per 4-hr block: \$ 754
Additional Recovery Exercises, per exercise: \$ 2,068

TELECOMMUNICATIONS

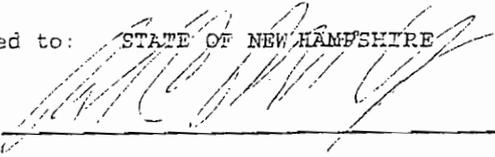
One-Time Charge: N/A
Usage charges are billed separately.

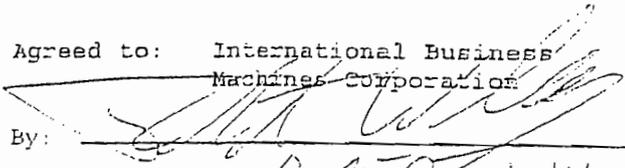
GENERAL

Work area space allocated at time of Event.

Agreed to: STATE OF NEW HAMPSHIRE

Agreed to: International Business
Machines Corporation

By: 

By: 

Name (print): _____

Name (print): ROBERT WILLET

Title: _____

Date: _____

Title: CLIENT MANAGER

Date: 3/8/10

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406

Processor: NULLCPU NET

Address: 27 Hazen Drive

CONCORD, NH 03301-6503

Recovery Site: Sterling Forest, NY

Supplement Number: CFTPV6C

Quantity or Units	Machine or Product	Model	Product Description
=====			

IBM Equipment:

1	REMCONS	PKG1	Hotsite Remote Console Access
	Includes: Console infrastructure access		
	Support for Serial and GUI Users		
	Secure Access/Firewall Front End		

Network Lines:

20	INT/MM	IBM	MultiMegabit Internet Access
	Includes: - Local access to ISP point of presence from the IBM provided recovery facility.		
	- Network interface equipment and IP router at the IBM provided recovery facility.		
	- Wide area network interface and appropriate Ethernet port on IP router.		
	- 29 registered IP addresses from a shared address pool. For additional addresses subscribe to INT/ADDR XYZ.		

Notes:

- Each selection of Qty 1 is equivalent to 1Mb Internet Access
- This Internet solution uses shared resources available to customers at all recovery locations in the U.S. The additional Internet Access terms in your contract apply.
- Available during recovery exercise or outage emergency only.

2	LINE	000	Analog Dial Line
1	WEBVPN	10	Remote Access SSL WebVPN
	Includes: Remote access to the IBM recovery center via customer web browser.		

- 10 UserID's
- Broadband (Internet) gateway with appropriate microcode at IBM recovery center.
- private 192.168.net addresses will be assigned to users.
- IBM design of IP tunneling function between customer end-user device(s) and SSL VPN gateway at IBM recovery center.

NOTES:

- IBM will provide certain configuration parameters including userid and password for use during exercise and outage.
- Customer is responsible for providing Internet Explorer or Netscape web browser on their end user PCs.
- Customer is responsible for providing Internet access for their end users.
- Customer agrees to comply with prerequisites and implement instructions provided.

EQUIPMENT CONFIGURATION

Customer Name: STATE OF NEW HAMPSHIRE

Configuration

Number: 6546406

Processor: NULLCPU NET

Address: 27 Hazen Drive
CONCORD, NH 03301-6503

Recovery Site: Sterling Forest, NY

Supplement Number: CFTPV6C

Quantity or Units	Machine or Product	Model	Product Description
=====			

Non-IBM Equipment:

- 2 CIASA 5540 Cisco Adaptive Security Appl
Includes: Cisco Adaptive Security Appliance 5540 with:
 - (4) 10/100/1000 Copper Ethernet interfaces
 - (1) 10/100 management FastEthernet interface
 - 2GB DRAM
 - 5000 VPN peers
 - Adaptive Inspection and Prevention Security Services Module 20 (AIP-SSM-20)
 - (2) Virtual Firewall contexts

Notes:

- SSL/VPN licenses are NOT Included.
- 2 UDSV.3400 RM UDS 28.8/V.34 Modem R/M
Includes: RS232/V.24 Cable (DB24 to RJ45 Connectors)
RS232 to V.35 Converter



STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY

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

MAY 21 2008

4-2

Richard C. Bailey, Jr.
Chief Information Officer

May 6, 2008

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

Sole Source

REQUESTED ACTION

Authorize the Office of Information Technology (OIT), to enter into a SOLE SOURCE contract amendment with International Business Machines (IBM), Vendor # 60107, Pittsburgh, Pennsylvania, in the amount of \$130,262 to provide Business Recovery Services (BRS) for the Department of Health and Human Services (DHHS), the Division of Family Assistance upon Governor and Council approval through March 20, 2010. 100% Other Funds (Agency).

Funds are available in account Agency Software Division as follows with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, contingent on continued budget authorizations for FY 2008 through 2010.

Account #	Class Description	Budget Line	SFY 2008	SFY 2009	SFY 2010
010-003-1660-046-0465	Consultants	19278	\$ 11,842		
010-003-1660-046-0465	Consultants	19378		\$ 41,052	
010-003-1650-046-0465	Consultants	19377		\$ 30,000	
010-003-1660-046-0465	Consultants	99999			\$ 47,368
		TOTALS	\$ 11,842	\$ 71,052	\$ 47,368

and allocated by Job # 03950147

EXPLANATION

The New HEIGHTS System is a federally mandated and funded large-scale, client/server, interactive eligibility determination and benefit issuance computer system that executes on an IBM computer located at 27 Hazen Drive. The OIT Data Center manages the IBM computer for the New HEIGHTS development group. The New HEIGHTS application automates: client registration, application entry, eligibility determination, benefit calculation, benefit issuance, and work programs for more than 100 variations of programs. These programs include: Cash Assistance including Temporary Assistance for Needy Families (TANF), Old Age Assistance (OAA), Aid to the Permanently and Totally Disabled (APTD), and Aid to the Needy Blind (ANB); Medical Assistance - more than 60 different varieties of Medicaid programs; Food Stamps (FS); Child Care; Social Services Child Welfare requirements (Title IV-E) programs including Foster Care and Adoption Subsidy; Emergency Assistance;

His Excellency, Governor John Lynch
and Honorable Executive Council
May 6, 2007
Page 2

Work Programs, and the work requirement for the TANF program that is administered off site in 12 One Stop Centers. New HEIGHTS also provides automated program support and supports the information needs at the State and local office level. Procurement of Disaster Recovery Services brings the State within compliance with a federal mandate.

The State of New Hampshire, Office of Information Technology, on behalf of DHHS, released a Request for Proposal (RFP) to procure a Hot-Site for the NECSES and New HEIGHTS systems on June 6, 2006. DHHS RFP 2006-080 sought a vendor to provide a hot-site facility in the event of a state-declared emergency. NECSES and New HEIGHTS applications would then be brought into operation at the vendor's facility. The RFP was advertised in the Concord Monitor on June 7, 8, and 9, 2006. An email was sent to more than 30 companies soliciting responses to the RFP. The email included the URL link to the RFP that was posted on the Purchase and Property web site. A vendor conference was held on June 15, 2006. There were no proposals submitted in response to DHHS RFP 2006-080. The services sought in this request were included in that procurement.

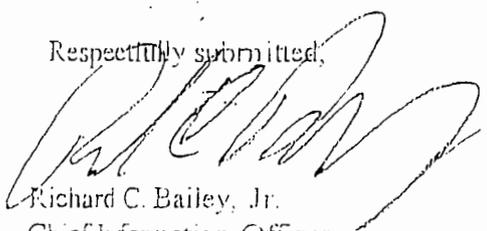
This request is for authority to amend the currently existing contract between IBM and NECSES for Business Recovery Services (BRS) to add BRS for New HEIGHTS. IBM previously held a contract for the BRS for the State of New Hampshire until December 31, 2006. The availability of BRS ensures that the State has a back-up computer system to run the New HEIGHTS application in the event that the IBM computer located at the OIT Data Center becomes dysfunctional or incapacitated for an extended period of time. Short periods of service interruption are undesirable but manageable. Extended periods of service interruption would be devastating to the New HEIGHTS clients.

Federal regulations are codified at 45 CFR Part 95. The federal Office of Inspector General audit cited DFA (NH-SC-01) as at high risk for not having an alternate processing site for service continuity. Procurement of the defined services provides that the state is in concurrence with federal mandates.

Currently, the New HEIGHTS application runs on IBM equipment. DHHS has no guarantee that in the event of a disaster, the IBM application could operate on a non-IBM mainframe. DHHS has been satisfied with the quality of service provided by IBM to date. The Business Recovery Services specified in this contract would be provided at an IBM facility located in Sterling Forest, New York.

DHHS estimates: Fifty percent (50%) federal funds and fifty percent (50%) general funds.

Respectfully submitted,



Richard C. Bailey, Jr.
Chief Information Officer

RCB/dcp
A&E RID 5174

STATE OF NEW HAMPSHIRE
DIVISION OF HEALTH AND HUMAN SERVICES
IBM BUSINESS RECOVERY SERVICES
CONTRACT NUMBER 191557
CONTRACT AMENDMENT A
NEW HEIGHTS

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2006-080, on April 4, 2007, Item #18 (herein after referred to as the "Agreement"), International Business Machines (IBM) hereinafter referred to as the "Vendor", 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, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to extend business recovery services to the New HEIGHTS project, the Department and the Vendor seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the contract price by \$136,183 to bring the total contract price to \$252,067.

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:

P-37: General Provisions of the Agreement are hereby amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$115,884 to \$252,067.

Exhibit A: Scope of Work/Services of the Agreement is hereby amended as follows:

1. Amend section 12, of Exhibit A to add the following Section 12A. *Pre-load Services-Intel Server O/S Preload Added in Amendment A*, which details the specifics of services to be added by Amendment A.

12A. Preload Services - Intel server operating system preload (IBM Proposal CFTRXSC)

Under Preload Services - Intel server operating system preload (called "Intel Server OS Preload Services"), in conjunction with an Event, IBM will load an operating system onto Intel servers at a Recovery Site.

12A1. IBM Responsibilities - Intel Server OS Preload Services

Intel Server OS Preload Services will be limited to the activities described in this Subsection, and will be provided on the quantity of Intel Server(s) identified in a Supplement as being subscribed to Intel Server OS Preloads.

As necessary throughout the Contract Period, IBM will:

- a. provide you with Workplace Recovery Services Preload worksheets;
- b. review the completed Workplace Recovery Services Preload worksheets configuration parameters; and
- c. notify you of any Intel Server upgrade or refresh performed at the Primary Recovery Site, so you can make any required modifications to your configuration parameters of the operating system to allow you to make better use of a Recovery Site during an Event.

Initial all pages
Vendor Initials _____

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During an Event, IBM will:

- a. preload the base operating system onto Intel Server(s) at the Recovery Site;
- b. install hardware drivers onto the Intel Server(s);
- c. install applicable operating systems service pack(s); and
- d. turn control of such Intel Server(s) over to you.

12A2. Your Responsibilities - Intel Server OS Preload Services

You agree to:

- a. within 20 business days of subscribing to Intel Server OS Preload Services, provide IBM with:
 - (1) the completed Workplace Recovery Services Preload worksheets via the IBM BCRS website (Customer Connect); and
 - (2) information, on which IBM may rely, relating to IBM's performance of Intel Server OS Preload Services;
- b. as necessary throughout the Contract Period:
 - (1) maintain the Workplace Recovery Services Preload worksheets to incorporate any modifications or updates necessary to reflect your current system configuration parameters;
 - (2) provide IBM with requested changes to the Workplace Recovery Services Preload worksheets two (2) weeks prior to a scheduled Event or as soon as feasible following your declaration of an Outage Emergency;
 - (3) upon receipt from IBM of notification of upgrades and/or refreshes to the Intel Server(s) at a Recovery Site, provide operating system configuration parameters to IBM that reflect such upgrades and/or refreshes;
- c. during an Event, assume control of the Intel Server(s) at the Recovery Site after IBM completes loading the specified operating system(s) onto them.

12A3. Charges for Intel Server OS Preload Services:

You agree to pay the Monthly Charge for Intel Server OS Preload Services. Such charge is included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services.

2. Amend section 12, of Exhibit A to add the following Section 12B. Internet Access Services: Added in Amendment A, which details the specifics of services to be added by Amendment A.

12B. Internet Access Services (IBM Proposal CFTPV6C)

To allow you to establish a connection to the Internet during an Event, IBM provides access (called "Internet Access Services") from a Recovery Site to an Internet connection location of an Internet Service Provider (called "ISP"). The Internet Protocol (called "IP") address(es) required for Internet Access Services may be supplied by you or by IBM.

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12B1. IBM Responsibilities for Internet Access

In providing Internet Access Services, IBM will furnish and/or provide:

- a. local access and network interface equipment for connection from the Recovery Site to the ISP's connection location;
- b. an edge IP router at the Recovery Site with one wide area network interface and one ethernet interface;
- c. configuration of the edge IP router at the Recovery Site to announce IP address(es), supplied by you or by IBM, to the ISP's Internet network from the Recovery Site; and
- d. coordination with the ISPs used by IBM to provide Internet access to the Recovery Site to enable your Internet traffic to be directed to the Recovery Site.

Additionally, when the IP address(es) are supplied by you, IBM will furnish and/or provide:

- a. announcement of your IP addresses to the ISP(s) and Internet following your declaration of an Outage Emergency, and upon your request, during a Recovery Exercise; and
- b. upon completion of an Event, termination of such announcement of your IP address(es) to the ISP's Internet network from the Recovery Site.

12B2. Your Responsibilities for Internet Access

You understand and agree that these Internet Access Services may not be available to you until you have provided a list of your IP addresses to IBM.

For IP address(es) you supply, you agree:

- a. that the provisions of this subsection act as written authorization to the ISP(s) that allows IBM to act, upon your request, as your agent with such ISP during the Contract Period for announcement of your IP address(es) to the Internet;
- b. to make arrangements with the ISP(s) to allow your IP address(es) to be announced to the Internet network from both your Covered Address and the Recovery Site during the Contract Period;
- c. to terminate the announcement of your selected IP address(es) from the Covered Address to each ISP Internet network following your declaration of an Outage Emergency or, at your discretion, during a Recovery Exercise; and
- d. that performance of Internet traffic redirection is subject to the ISP's scheduled periods of maintenance.

Further, whether IP address(es) are supplied by you or by IBM, you understand and agree:

- a. to provide IBM, in a timely manner, with the configuration information IBM requires to provide Internet Access Services to you;
- b. to provide IBM technical assistance regarding IBM's provision of Internet Access Services to you, upon IBM's reasonable request;
- c. to provide a focal point who is knowledgeable about your network recovery requirements, and who will be IBM's primary point of contact when IBM provides Internet Access Services to you;
- d. to be responsible for communicating to IBM, in a timely manner, any changes in your Internet environment that may require a modification to the Configuration;

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STATE OF NEW HAMPSHIRE
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- e. to be solely responsible for the content of any transmissions using Internet Access Services or any other use of Internet Access Services by you or by any other person or entity you permit to use Internet Access Services;
- f. to adhere to the terms in the document entitled "IBM's Acceptable Use Policy", as updated from time to time, and found at <http://www.ibm.com/services/aup.html>. IBM or the ISP reserves the right to immediately terminate or restrict the use of Internet Access Services for activities that, in IBM or the ISP's reasonable judgment, violate this Policy. Unless your continued use of Internet Access Services would a) violate or cause IBM or the ISP to violate applicable law or government order, b) create an unacceptable risk to IBM, IBM's other customers, or the ISP, c) cause IBM to violate IBM's agreements with IBM's other customers or the ISP, or d) cause IBM, IBM's other customers, or the ISP irreparable harm, IBM will use commercially reasonable efforts to notify you prior to such termination or restriction of your use and discuss in good faith whether remedies other than the termination or restriction of your use of such Services may be available. In the event your use of Internet Access Services is terminated or restricted, IBM will use commercially reasonable efforts to work with you and the ISP to help you obtain Internet access as soon as practicable;
- g. that you warrant that you will not send any objectionable materials and you will be responsible for any content sent over the Internet Access and that IBM will have no liability arising from any and all claims by any person or entity based upon the content of any transmission, or any other use of Internet Access Services by you or any person or entity you permit to use Internet Access Services; and
- h. that Internet Access Services ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NON INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; provided, however, that the network interface equipment and Internet IP router at the Recovery Site (including the wide area network interface card and the fast ethernet port on the Internet IP router) are not subject to the preceding provision of this item "h.", but are governed by the provisions of the section entitled "Warranty" in the Agreement. NO ADVICE OR INFORMATION GIVEN BY IBM'S, OR THE ISP'S, EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY. UNDER NO CIRCUMSTANCES SHALL IBM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR OR YOUR USERS' RELIANCE ON OR THE USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

Initial all pages:
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3. Amend section 13, of Exhibit A to add the following Section 13A. *Services and Specifics Added in Amendment A*, which details the specifics of services and equipment to be added by Amendment A.

13A. Service Specifics added in Amendment A.

Customer Name and Address: State of New Hampshire 27 Hazen Drive Concord, NH 03301-4817	Reference Numbers Customer: 6546406 Enterprise: 6428000
IBM Address for Notices: Attn: BCRS Contract Operations IBM Corporation BP Box 700 Suffern, NY 10901-0700	Contract Period Start Date: 04/21/08 End Date 03/20/10 Supplement Numbers: CFTPV6C, CFTRXSC Effective Date: 04/21/08 Executive Council Approval Revision (yes/no): No Renewal (yes/no): No
Covered Address: 32 S Main St Concord, NH 03301-4817	PRIMARY RECOVERY SITE Sterling Forest, NY

4. Amend section 14, of Exhibit A to add the following Section 14A. *Configuration of Services and Equipment Added in Amendment A* which details the configuration of services and equipment to be added by Amendment A.

14A. Configuration of Services and Equipment Added in Amendment A

14A1 Mainframe Configurations (IBM Proposal CFTRXSC)

IBM Equipment:

- 1 2096 003 IBM System z9 Business Class
- 13 2096 GB1 IBM 2096 Memory - 1st 2096
Provides 1 GB of processor memory on the first 2096.
- 2 2096 CE2 2096 Crypto Express2
Includes one 2096 Crypto Express2 feature.
Maximum of two 2096 CE2 supported per 2096 processor.
- 1 21058001 BASE IBM ESS Model 800
Includes: 8 GB Cache, 2 8-packs of 36.4GB drives,
420GB of RAID 5 protected storage plus sparing.
- 7 21058001 DISK 210GB Storage Increment
Includes: 1 8-pack of 36.4GB drives,
210GB of RAID 5 protected storage plus sparing.

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- 4 21058001FCON 1 Port FICON Channel Adapter
Includes: 1 port of FICON Channel Host Connectivity.
- 1 3490 X40 Tape Cartridge Unit E-Series
Includes: 1 - 3490 A20 Control Unit per 4 - 3490 X40
Each unit of 3490 X40 contains (4) 36-Tracet Drives.
- 4 3590-FCON E11 IBM 3590 E11 FICON Tape Drive
Includes: One 3590 E11 tape drive on a 3590 A60 controller with
one FICON port per four 3590 E11 drives, and
Extended Media Support
- 1 3160 002 IBM Infoprint 60 60PPM Duplex
Incl: One F/C 4020 Parallel Chan, one F/C 4161 10 BaseT ethernet,
channel attachment
Attachable to AS/400 via Ethernet Connection and MF via Parallel.
Note: This Printer is not available for Temporary Transfer
When substituting Printers: the first test is "Proof of Concept".
- 1 4245 020 Line Printer - 2000LPM
- 1 2074 001 Non-SNA 3270 Controller
Includes: 2 ESCON ports, 2 Ethernet ports, 2 Token Ring ports.
Supports up to 32 non-SNA 3270 sessions (16 per ESCON port).
Prerequisite: A "3270 PC" solution is required for local non-SNA
support. Support for any other PC connection
requires a "REMCONS PKG1" solution.
- 8 3270 PC PC with 3270 emulation
Personal Computer configuration including a Fast Ethernet port,
Windows, and TN3270E 3270 terminal emulation software.
Prerequisite: 2074 Ethernet port with IBM assigned TCP/IP address.
- 1 2096OSAE 1000 2096 OSA-Express2 1000BASE-T
Each 2096 OSA-Express2 1000BASE-T Ethernet has two independent
10/100/1000 Mbps Ethernet ports.
Maximum of two 2096OSAE 1000 supported per 2096 processor.
- 1 IBM X360B BASE IBM Server x360B MP-2Ghz
Item: IBM x360 Server
- Includes: PCI Architecture (6 Slots)
1 Intel 2GHZ Xeon MP Processor
1 GB Memory
1 73.4 GB SCSI Hard Drive
3.5" Diskette Drive
CD-ROM Drive
1 Integrated 10/100MB Ethernet Adapter
1 IBM 4Mx ServeRAID SCSI Controller
1 Adaptec Single Ended SCSI Controller
**USB support

Note: The item listed above cannot be selected for

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temporary transfer.

- 1 IBMX360B MEM1 Add'l IBMx360B 1 GB Memory
- 2 PCOPT FC 73G2 IBM Server 73.4 Hard Drive
- 1 PRELOAD SR1 OS Preload For Intel Server

Includes: The pre-loading of a supported server operating system for Intel based servers.
Supported operating systems are:
Microsoft Windows NT 4.0 Server
Microsoft Windows NT 4.0 Enterprise Server
Microsoft Windows NT Terminal Server
Microsoft Windows 2000 Server
Microsoft Windows 2000 Advanced Server
Microsoft Windows 2003 Standard Edition-32
Microsoft Windows 2003 Enterprise Edition-32
Microsoft Windows 2003 Standard Edition-64 bit R2
Microsoft Windows 2003 Enterprise Edition-64 bit R2

Novell Netware 5.1
VMWare ESX 2.5.x
VMWare ESX 3.0.x

Please refer to Section 12A of the Agreement regarding the preload of an server operating system.

Network Lines: NONE

Non-IBM Equipment: NONE

14A.2 Network Configurations (IBM Proposal CFTP V6C)

IBM Equipment: NONE

Network Lines:

- 10 INT/MM IBM MultiMegabit Internet Access
- Includes: - Local access to ISP point of presence from the IBM provided recovery facility.
- Network interface equipment and IP router at the IBM provided recovery facility.
- Wide area network interface and appropriate Ethernet port on IP router.
- 29 registered IP addresses from a shared address pool. For additional addresses subscribe to INT/ADDR XYZ.

Notes:

- Each selection of Qty 1 is equivalent to 1Mb Internet Access
- This Internet solution uses shared resources available to customers at all recovery locations in the U.S. The

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additional Internet Access terms in your contract apply.
 - Available during recovery exercise or outage emergency only

Non-IBM Equipment:

- 1. CIASA 5540 Cisco Adaptive Security Appl
 Includes: Cisco Adaptive Security Appliance 5540 with:
 - (4) 10/100/1000 Copper Ethernet interfaces
 - (1) 10/100 management FastEthernet interface
 - 2GB DRAM
 - 500 VPN peers
 - Adaptive Inspection and Prevention Security Services Module 20 (AIP-SSM-20)

NOTES:

- Additional software features/licenses (i.e. SSL VPN users, security contexts, etc.) must be supplied by the State.

Exhibit B of the Agreement is hereby amended as follows:

1. The activities and deliverables contained in the *Monthly Charges* section of Exhibit B: *Contract Price* of the Agreement is hereby amended to add a new section for the services added to the Agreement in Amendment 1 as detailed below:

Monthly Charges (Amendment A)

The State agrees to pay the Total Monthly Charge for a Subscription each Month for Mainframe and Network Business Recovery Services added to the Agreement. The Total Monthly charge for the services added in Amendment 1 is based on:

1. the configurations specified in paragraph 14A: *Configuration of Services and Equipment Added in Amendment A* of Exhibit A; and
2. the duration of the contract.

MONTHLY CHARGES

Total Monthly Charge CFTRXSC:	\$ 5,053
Total Monthly Charge CFTPV6C:	\$ 868
Minimum Total Monthly Charge CFTRXSC:	\$ 3,790
Minimum Total Monthly Charge CFTPV6C:	\$ 651

RECOVERY CHARGES

Initial Recovery Charge CFTRXSC:	\$ 15,732
Initial Recovery Charge CFTPV6C:	\$ 3,496
Day(s) Included in Initial Recovery Charge:	2
Daily Recovery Charge per day thereafter CFTRXSC:	\$ 3,789
Daily Recovery Charge per day thereafter CFTPV6C:	\$ 714

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours:	48
Number of Exercises:	1
Each subsequent twelve-month period - Total Hours:	48

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Number of Exercises:	1
Additional Recovery Exercise time, per 4-hr block CFTRXSC:	\$ 1,515
Additional Recovery Exercise time, per 4-hr block CFTPV6C:	\$ 695
Additional Recovery Exercises, per exercise CFTRXSC:	\$ 8,154
Additional Recovery Exercises, per exercise CFTPV6C:	\$ 2,068

TELECOMMUNICATIONS

One-Time Charge: N/A

Usage charges are billed separately.

GENERAL

Work area space allocated at time of Event.

2. Under Invoicing, Payment and Taxes remove:

Mr. Thomas E. Pryor
 Contracts Manager
 State of New Hampshire
 Division of Child Support Services
 129 Pleasant Street
 Concord, NH 03301

Replace with the following address:

Data Center Manager
 OIT Data Center
 27 Hazen Drive
 Concord, NH 03301

3. Changes in payment amounts will be based on the amended Exhibit B described in the *Monthly Charges (Amendment A)* section above.

Total Monthly Charges for the Services in Amendment 'A' shall not exceed \$136,183.
 Total Monthly Charges for the total contract amount shall not exceed \$252,067.

Table 1 Contract 191557 – IBM Business Recovery Services, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	EXPIRATION DATE	CONTRACT AMOUNT
Contract #191557	Original Contract	04/04/2007	03/20/2010	\$115,884.
Amendment # A	First Amendment (A)	04/21/2008	03/20/2010	\$136,183.
	CONTRACT TOTAL			\$252,067

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STATE OF NEW HAMPSHIRE
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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

Kelly McLaughlin Dabrowski, Client Manager
International Business Machines Corporation

Date: _____

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)

Deleted: "

Date:

Mary S. Weatherill, Director
State of New Hampshire
DHHS Division of Child Support

Date:

Terry R. Smith, Director
State of New Hampshire
DHHS Division of Transition Assistance

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

Date: _____

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

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

Date: _____

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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

*GoC
 4/4/2007
 dl 18*

Richard C. Bailey, Jr.
 Chief Information Officer

March 21, 2007

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

REQUESTED ACTION

Authorize the Office of Information Technology (OIT), to enter into a sole source contract for a total of \$115,844.00 with International Business Machines (hereinafter "IBM"), Pittsburgh, Pennsylvania, Vendor Number 60107, effective upon Governor & Council approval through March 20, 2010. IBM will provide Business Recovery Services (hereinafter "BRS") for the Department of Health and Human Services (hereinafter "DHHS"), the Division of Child Support Services (hereinafter "DCSS"). Funds are available in the following accounts for SFY 2007 and are anticipated to be available in SFY 2008, SFY 2009, and SFY 2010 upon the availability and continued appropriation of funds in the future operating budgets.

Further authorize the Director, Division of Accounting Services, if needed and justified, to adjust amounts between the State Fiscal Years.

Agency Software Division SFY 2007	010-003-1660-046-0465 Job Number: 03950039 BLN: 5294	\$ 16,217.00
Agency Software Division SFY 2008	010-003-1660-046-0465 Job Number: 03950039	\$ 36,228.00
Agency Software Division SFY 2009	010-003-1660-046-0465 Job Number: 03950039	\$ 36,228.00
Agency Software Division SFY 2010	010-003-1660-046-0465 Job Number: 03950039	\$ <u>27,171.00</u>
TOTAL		\$ 115,844.00

EXPLANATION

The New England Child Support Enforcement System (hereinafter "NECSES") is a federally mandated and funded computer system that executes on an IBM computer located at 29 Hazen Drive. The OIT Data Center (hereinafter "DC") manages the IBM computer for the NECSES development group. The NECSES application is the central tool used by DCSS to manage the various aspects of any child support case throughout its entire life cycle. The federal Office of Child Support Enforcement (hereinafter "OCSE") mandates that the State have a Disaster Recovery Plan and Business Recovery Services to achieve NECSES certification. This request is prompted by that federal mandate.

The State of New Hampshire, Office of Information Technology, on behalf of DHHS, released a Request for Proposal (hereinafter "RFP") to procure a Hot Site for the NECSES and New HEIGHTS systems on June 6, 2006. DHHS RFP 2006-080 sought a vendor to provide a hot-site facility in the event of a state-declared emergency. NECSES and New HEIGHTS applications would then be brought into operation at the vendor's facility. The RFP was advertised in the Concord Monitor on June 7, 8 and 9, 2006. An email was sent to more than 30 companies soliciting responses to the RFP. The email included the URL link to the RFP which was posted on the Purchase and Property web site. A vendor conference was held on June 15, 2006. There were no proposals submitted in response to DHHS RFP 2006-080. The services sought in this request were included in that procurement.

This request is for authority to enter into a contract for BRS from IBM. The availability of BRS ensures that the State has a back-up computer system to run the NECSES application in the event that the IBM computer located at the DC becomes dysfunctional or incapacitated for an extended period of time. Without this back-up system in place, the State's ability to manage child support services would stop whenever the IBM computer becomes unavailable for an extended period of time. This would result in an unacceptable situation where children entitled to child support services would not receive them. Short periods of service interruption are undesirable but manageable. Extended periods of service interruption would be devastating to the DCSS clients.

His Excellency, Governor John Lynch
and Honorable Executive Council
March 21, 2007
Page 3

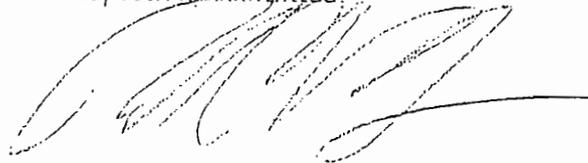
Currently the RECSES application runs on IBM equipment. DHHS has no guarantee that in the event of a disaster the IBM application could operate on a non-IBM mainframe. DHHS has been satisfied with the quality of service provided by IBM to date. The Business Recovery Services specified in this Contract would be provided at an IBM facility located in Sterling Forest, New York.

Area served: Statewide.

Source of funds: 100% Other Funds. DHHS estimates: sixty-six percent (66%) federal funds and thirty-four percent (34%) general funds.

This project is identified in the current NH Information Technology Plan for State Fiscal Years 2005-2009, Appendix VI, Project ID #78.

Respectfully submitted,



Richard C. Bailey, Jr.
Chief Information Officer

RB/mec
A&E RID 3998

Subject: Business Recovery Services

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 Division of Child Support Services Information Technology		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name International Business Machines Corporation		1.4 Contractor Address PO Box 700, Suffern, NY 10901-0700	
1.5 Account No. 010-003-1660-046-0465	1.6 Completion Date March 20, 2010	1.7 Audit Date N/A	1.8 Price Limitation \$115,844.00
1.9 Contracting Officer for State Agency Thomas E. Pryor		1.10 State Agency Telephone Number (603) 271-4701	

1.11 Contractor Signature <i>Kelly McLaughlin Dabrowski</i>	1.12 Name & Title of Contractor Signor Kelly McLaughlin Dabrowski, Client Manager
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1.13 Acknowledgment: State of Massachusetts, County of Middlesex
 On March 8, 2007, 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.

VYJAYANTI CHHABRA
 Notary Public
 Commonwealth of Massachusetts
 My Commission Exp. Mar. 8, 2013

1.13.1 Signature of Notary Public or Justice of the Peace [Seal] *Vyjayanti Chhabra*

1.13.2 Name & Title of Notary or Justice of the Peace
VYJAYANTI CHHABRA

1.14 State Agency Signature(s) <i>Mary S. Weatherill</i>	1.15 Name/Title of State Agency Signor(s) Richard C. Bailey, Jr. CIO, Mary S. Weatherill, Director
---	---

1.16 Approval by Department or Personnel (Rate of Compensation for Individual Consultants)
 By: _____ Director, On: _____

1.17 Approval by Attorney General (Form, Substance and Execution)
 By: *Karen Seligson* Assistant Attorney General, On: *3/9/07*

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.

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.B 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 (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants 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.

the State and the ensuing date, on date 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.

EXHIBIT A
Scope of Work

IBM Agreement for Multivendor Information Technology Services for the State of New Hampshire

International Business Machines Corporation ("Contractor") is committed to providing the State of New Hampshire ("State") with the highest quality Multivendor Information Technology Recovery Services (hereinafter "Services").

Contractor will provide Services to assist the State in preparing for and responding to an Outage Emergency at a Covered Address. As part of these Services the Contractor provides equipment and software, support services, telecommunications services, and a facility, in combinations the State selects, to assist the State in its performance of critical business and information processing activities in the event of an Outage Emergency.

1. Contract/Order of Precedence

This Contract consists of the following Documents (which collectively constitute the "Agreement"), which are incorporated herein by reference.

1. New Hampshire Standard Contract (Form P-37) and the following incorporated exhibits:
 - a. Exhibit A: "Scope of Work"
 - b. Exhibit B: "Contract Price"
 - c. Exhibit C: "Special Provisions"
 - d. Exhibit D: "Certification Regarding Drug-Free workplace Requirements"
 - e. Exhibit E: "Certification for Contracts, Grants, Loans, and Cooperative Agreements"
 - f. Exhibit F: "Certification Regarding Debarment, Suspension, and other Responsibility Matters"
 - g. Exhibit G: "Certification Regarding Americans with Disabilities Act Compliance"
 - h. Exhibit H: "Certification Regarding Environment Tobacco Smoke"
 - i. Exhibit I: "Health Insurance Portability and Accountability Act – Business Associates Agreement"

2. Definitions

Configuration means the equipment, software, workspace, and telecommunications services to which the Contractor and the State mutually agree and specify in paragraph 14 in this Exhibit. Although what Contractor actually provides may not be identical to the Configuration, it will be compatible with, and will offer capacity and functionality equivalent to or greater than that of the Configuration.

Covered Address is the State's information processing facility within a single building or a physical campus and which is identified as the address receiving Services. The Contractor considers host-attached I/O equipment located outside the building to be part of the State's Covered Address.

Outage Emergency is any unplanned interruption of the State's critical business and information processing at a Covered Address, identified in paragraph 13 in this Exhibit, due to causes beyond the State's control, which significantly impairs the State's ability to perform critical information processing applications.

Enterprise is any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. The term "Enterprise" applies only to the portion of the enterprise located in the United States and Puerto Rico.

Machine is a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" includes an IBM Machine and any non-IBM Machine (including other equipment) that the Contractor may provide to the State.

Materials are literary works or other works of authorship (such as program listings, programming tools, documentation, reports, drawings and similar works) that the Contractor may deliver to the State as part of a service. The term "Materials" does not include Programs.

Network Services are the additional services that the State may select for additional charge that provide networking capability for the Configuration.

Program is the following, including features and any whole or partial copies:

1. machine-readable instructions and data;
2. a collection of machine-readable data, such as a data base; and
3. related materials, including documentation and listings, in any form.

The term "Program" includes any IBM Program and any non-IBM Program that the Contractor may provide to the State. The term does not include Licensed Internal Code or Materials.

Recovery Site is an IBM provided facility used for Recovery Exercises and the State's recovery. When applicable, the Contractor will designate in the Supplement a Primary Recovery Site which, if available, is the site we intend the State to use. The Contractor may provide Recovery Services in a location other than the Primary Recovery Site.

3. Contractor Responsibilities

Acceptance of Subscription

The Contractor accepts the State's order for Services (called the State's "Subscription") for each Configuration identified in paragraph 14, in this Exhibit. The State's initial payment or use of Services, whichever occurs first, constitutes

the State's acceptance of that Configuration. In place of either form of acceptance, both the Contractor and the State will sign an Amendment at the State's request.

The State may request a change to any detail of a Configuration on one month's written notice. If the Contractor and the State agree, the Contractor and the State will confirm the change in a revised Exhibit with applicable adjustments in charges. The Contractor will not unreasonably withhold its agreement. The State may not request changes which cause the State's Total Monthly Charge to fall below the Minimum Total Monthly Charge specified in Exhibit B.

Recovery Exercise Time

The Contractor will provide time to allow the State to 1) test the State's Disaster recovery plan and procedures and 2) verify the operation of the State's critical application(s) on the Configuration ("Recovery Exercise", "Exercise"). For each Recovery Exercise, the Contractor will make the Configuration available to the State in contiguous four-hour blocks, scheduled as the State and Contractor mutually agree. The State may schedule the number of hours and Exercises as specified in Exhibit B (collectively called "Recovery Exercise Allowance"). The State may not use Recovery Exercise Time for productive purposes. The State agrees that the Contractor may reschedule the State's Exercise to serve another customer who has declared an Outage Emergency.

If the State requires additional hours or additional Exercises, beyond the State's annual Recovery Exercise allowance, the Contractor will provide it on an "as available" basis for a charge as specified in Exhibit B.

Recovery Services

When the State notifies the Contractor that they are experiencing an Outage Emergency by calling the toll-free number that the Contractor provides ("Declare"), the Contractor will begin to prepare, without delay, Recovery Site facilities for the State's use. The State may have immediate access to the Recovery Site Contractor makes available to it. Contractor will use commercially reasonable efforts to provide the Configuration as soon as the State is ready to use it and will provide it no later than twenty-four (24) hours after the State Declares.

If the Primary Recovery Site the Contractor specifies in paragraph 13 of this Exhibit is not available when the State declares a Outage Emergency, the Contractor will provide Recovery Services at another Recovery Site.

The Contractor will provide the Configuration for the State's use at the Recovery Site for a maximum of six (6) consecutive weeks after the State Declares. The State will have priority access to the Configuration over any customer, except one who has Declared before the State.

Technical and Operational Support for Recovery and Recovery Exercise

Contractor will provide a single point of contact who will coordinate support activities prior to, during, and following an "Event" (an Exercise or the State's recovery). Prior to an Event, Contractor will assist in planning and preparation as described in documentation Contractor will provide. Contractor will create connectivity descriptions and, where applicable, a document that defines how the equipment in the State's Configuration is mapped to the equipment Contractor provides. Prior to the Event, Contractor will set up and check out physical connectivity of the equipment to verify that what Contractor provides is connected as set forth in the documentation. During an Event, personnel on-site and on-call will assist with problem determination related to the hardware and software Contractor provides with the Configuration, and Contractor will track issues and problems related to Contractor's provision of services during the Event. Following an Event, Contractor will participate in a review, at the State's request. For an Exercise as well as the State's recovery, a contact person Contractor provides will be on-site or on-call twenty-four (24) hours per day from the time the State Declares or begins an Exercise until the Event ends.

When applicable, the Contractor will provide a "starter system", consisting of VM, MVS, and/or VSE operating systems to assist in the loading of the State's operating system.

Contractor will provide a work area for the State's use, as the Contractor specifies in paragraph 14.

4. The State's Responsibilities

The State agrees to:

1. notify the Contractor that the State is declaring an Outage Emergency by calling the toll-free number Contractor provides;
2. be responsible for determining, on a continuing basis, whether the Configurations specified in paragraph 14 are sufficient for the State to meet its requirements for continuing its business and information processing activities in response to an Outage Emergency at each Covered Address;
3. be responsible for providing during an Event any equipment, software, workspace, and/or telecommunications services the State needs that are not included in the Configurations specified in paragraph 14;
4. supply all personnel and appropriately licensed software necessary for an Event, unless otherwise specified in paragraph 14. The Contractor may provide additional Programs which the State must keep on the Contractor's premises;
5. maintain your system software and operating system(s) that you intend to use for an Event, at a release level for which the manufacturer then currently provides support. The state's ability to make use of the

Configuration Contractor provides may be dependent on the State's fulfillment of this responsibility;

6. furnish supplies, materials, and storage media necessary for an Event, unless such items are included in paragraph 14;
7. follow procedures and instructions, including those for safety and security, which the Contractor provides the State for (a) scheduling and preparation for Recovery Exercises, (b) an Event, and (c) use of the Recovery Site; and,
8. remove the State's data and software from the Configuration following an Event.

5. **Mutual Responsibilities**

The Contractor and the State agree that under this Agreement:

1. neither the Contractor or the State grants the other the right to use its trademark, trade names, or other designations in any promotion or publication without the other's prior written consent;
2. the Contractor and the State are free to enter into similar agreements with others;
3. the Contractor and the State will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations; and,
4. neither the Contractor or the State will bring a legal action more than two years after the cause of action arose.

6. **Contract Period**

This is a three (3) year Contract under which the initial term of the Services shall commence on Governor and Executive Council approval and extend through March 20, 2010, with two (2) one-year extensions upon written agreement of the parties and approval of Governor and Executive Council.

Termination

The State shall have the right to terminate a Subscription before its End Date, subject to the terms defined under "Event of Default: Remedies" in State of New Hampshire Form P-37 Agreement.

Notwithstanding the foregoing, the State may terminate a Subscription before its End Date:

1. before the start of any fiscal year because funds have not been appropriated by the applicable legislative body. The State agrees to request such funds; or
2. by giving one (1) months written notice, if the State sells or no longer controls the Covered Address specified in paragraph 13.

The effective date of termination of a Subscription will be the date specified in paragraph 6 of this Exhibit. If the same day does not exist for that month, then the effective date will be the last day of the month.

7. Patents and Copyrights

If a third party claims that any Machine or Program furnished by Contractor under this Exhibit infringes a patent or copyright, the Contractor will defend the State against that claim at the Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, or through any settlement, provided that the State:

1. promptly notify the Contractor in writing of the claim; and
2. allow the Contractor to control, and cooperate with the Contractor in, the defense and any related settlement negotiations.

The State retains the right to appear and defend itself in the event that any such claim is brought, except that in such case, Contractor shall not indemnify the State for the cost of such defense (i.e., attorney's fees) and shall indemnify the State only to the extent any settlement is agreed upon by Contractor in advance.

Nothing herein shall be deemed to constitute a waiver of the State's sovereign immunity.

If such a claim is made or appears likely to be made, the State agrees to permit the Contractor to enable the State to continue to use the Machine or Program, or to modify or replace it with one that is at least functionally equivalent. If the Contractor determines that none of these alternatives are reasonably available, the State agrees to return the Machine or Program to the Contractor on the Contractor's written request.

This is the Contractor's entire obligation to the State regarding any claim of infringement.

Claims for Which The Contractor is Not Responsible.

The Contractor has no obligation regarding any claim based on any of the following:

1. the State's modification of a Machine, of a Program's use in other than its Specified Operating Environment;
2. the combination, operation, or use of a Machine with any product, data, or apparatus that the Contractor did not provide; or
3. infringement by a non-IBM machine alone, as opposed to its combination, operation or use as part of a system of Machines that the Contractor provides to the state.

8. **Limitation of Liability**

Contractor's liability for damages for the Services are described in this section.

If, after exercising the Contractor's commercially reasonable efforts, the Contractor is unable to provide the State Services as described in the section "Contractor's Responsibilities" (excluding Recovery Exercise Time) and the State elects not to accept those Services when the Contractor can provide them, the Contractor will pay the State an amount equal to the Total Monthly Charges the State paid for the Services for the preceding 12 months of the Subscription. This is the State's exclusive remedy for good faith failure to provide the Services.

In any other event, regardless of the basis on which the State is entitled to claim damages from the Contractor, the Contractor is liable only for:

1. payments referred to in the Contractor's patent and copyright terms described above;
2. bodily injury (including death), and damage to real property and tangible personal property; and
3. the amount of any other actual direct damages up to the greater of \$100,000 or the charges (if recurring, 12 months' charges apply) for the Service that is the subject of the claim.

This limit also applies to any of the Contractor's Subcontractor and Program developers. It is the maximum for which the Contractor is collectively responsible.

Items for Which the Contractor is Not Liable

Under no circumstances is the Contractor liable for any of the following unless the following claims or damages arise out of negligent, grossly negligent, or willful acts or omissions of the Contractor:

1. third-party claims against the State for losses or damages (other than those under the first two items listed above);
2. loss of, or damage to, the State's records or data; or
3. economic consequential damages (including lost profits or savings) or incidental damages, even if the Contractor is informed of their possibility.

9. **Warranty**

The Contractor warrants that the Contractor will perform the Services in a workman like manner and according to the description contained in this Exhibit.

THIS WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Contractor does not warrant uninterrupted or error-free operation of a Product or Service.

10. **Electronic Communications**

The Contractor and the State may communicate with the other by electronic means. Both the Contractor and the State agree to the following for all electronic communications.

1. an identification code (called a "USERID") contained in an electronic document is legally sufficient to verify the sender's identify and the document's authenticity;
2. an electronic document that contains a USERID is a signed writing; and
3. an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

Electronic Data Interchange

The Contractor may provide Electronic Data Interchange (called "EDI") options to the State. Electronic invoicing and electronic payment are examples of these Options. When using EDI Options, the Contractor and the State agree:

1. when a bank is involved, to pay the Contractor's respective bank charges and to promptly notify the other of any changes to the bank payment process; and
2. to promptly notify the other of any changes to the technology, process, or information upon which the EDI transactions are based.

The Contractor will specify respective responsibilities for the EDI Option the State chooses.

11. **IBM Business Partners**

The Contractor has signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and to provide certain support as part of the Services provided. The Contractor has chosen these organizations because of their skills and experience in a particular field. The Contractor may use these "Business Partners" to perform some of its responsibilities under this Agreement. However, this will not affect the Contractor's obligations to the State for Services provided under this Agreement, regardless of who performs the services. The Contractor remains responsible for the Services performed under this Agreement and for all of its obligations hereunder.

12. **Other Terms**

The State is solely responsible for the accuracy and adequacy of all Programs used in connection with the machines and equipment in the Configuration, their operation, and the results obtained from them. The Contractor will follow reasonable security practices and procedures to protect the State's physical assets while they are in the Contractor's Recovery Site. The Contractor will not be

- 4 3590-FCON E11 IBM 3590 E11 FICON Tape Drive
Includes: One 3590 E11 tape drive on a 3590 A60 controller
With one FICON port per four 3590 E11 drives, and
Extended Media Support
- 1 3160 002 IBM Infoprint 60 60PPM Duplex
Incl: One F/C 4020 Parallel Chan, one F/C 4161 10 BaseT
ethernet, channel attachment
Attachable to AS/400 via Ethernet Connection and MF via
Parallel.
Note: This Printer is not available for Temporary Transfer
When substituting Printers the first test is "Proof of
Concept".
- 1 4245 020 Line Printer - 2000LPM
- 1 2074 001 Non-SNA 3270 Controller
Includes: 2 ESCON ports, 2 Ethernet ports, 2 Token Ring
ports. Supports up to 32 non-SNA 3270 sessions (16 per ESCON
port). Prerequisite: A "3270 PC" solution is required for
local non-SNA support. Support for any other PC connection
requires a "REMCONS PKG1" solution.
- 4 3270 PC PC with 3270 emulation
Personal Computer configuration including a Fast Ethernet
port, Windows, and TN3270E 3270 terminal emulation software.
Prerequisite: 2074 Ethernet port with IBM assigned TCP/IP
address.
- 1 2066OSAE FETH 2066 OSA-Express Fast Enet
Each 2066 OSA-Express Fast Ethernet has two independent
ports. Maximum of two 2066OSAE FETH cards supported per 2066
processor.
- 3 PCWS-3200 BASE P4-3.2Ghz Desktop W/Wkspce
Item: PC Desktop With Workspace, Phone, Chair,
& Power For Office Equipment
- Includes: PCI Architecture
Pentium IV 3.2Ghz Processor
512MB Memory, 100Mhz Bus
40 GB IDE Hard Drive
1 DVD-ROM
Color Monitor W/19" viewable screen size
Keyboard and Mouse
Serial and Parallel Port
10/100 Ethernet Adapter Included
- Note: This equipment cannot be selected for
temporary transfer.
- 7 PCWS-3200 MEM1 Add'l PCWS-3200 512MB Memory

Network Lines:

- 4 ISDN/STF 128K ISDN 128K Service
Includes: Terminal Adapters in the following quantities:
- 20 Adtran 2x64 Adapters available

responsible for transmission errors, corruption of data, or for the security of data during transmission.

The Contractor will provide security at the Recovery Site that restricts access only to those persons authorized by either the Contractor or by the State and Contractor. This security will be in place 24 hours a day, seven days a week.

The Contractor is not responsible for failure to provide Services due to causes beyond the Contractor's control.

13. Services Specifics

<p><i>CUSTOMER NAME AND ADDRESS:</i> State Of New Hampshire 29 Hazen Drive Concord, NH 03301</p> <p><i>IBM ADDRESS FOR NOTICES:</i> Attn: BCRS Contract Operations IBM Corporation PO Box 700 Suffern, NY 10901-0700</p> <p><i>COVERED ADDRESS:</i> 29 Hazen Drive Concord, NH 03301</p>	<p><i>REFERENCE NUMBERS</i> Customer: 6546406 Enterprise: 6428000</p> <p><i>CONTRACT PERIOD</i> Start Date: upon approval by Governor & Executive Council End Date: 03/20/10</p> <p><i>SUPPLEMENT</i> Number(s): CFT7NDP, CFT7PPF Effective Date: Governor & Executive Council approval Revision (yes/no): No Renewal (yes/no): Yes</p> <p><i>PRIMARY RECOVERY SITE:</i> Sterling Forest, NY</p>
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14 Configuration

Quantity or Units	Machine or Product	Model	Product Description
=====			
IBM Equipment:			
1	2066	0A1	IBM eserver zSeries 800
4	2066	GB1	IBM 2066 Storage - 1st 2066 Provides a GB of processor memory available on the first 2066.
1	2105F20L	BASE	IBM ESS Model F20 Includes: 8 GB Cache, 2 8-packs of 36.4Gb drives, 420GB of RAID 5 protected storage plus sparing.
2	2105F20L	DISK	210GB Storage Increment Includes: 1 8-pack of 36.4GB drives, 210GB of RAID 5 protected storage plus sparing.
8	2105F20L	ESC	2 Port ESCON Channel Adapter Includes: 2 ports of ESCON Host Connectivity.
1	3490 X40		Tape Cartridge Unit E-Series Includes: 1 - 3490 A20 Control Unit per 4 - 3490 X40. Each unit of 3490 X40 contains (4) 36-Track Drives.

- 20 UDSTA200 Adapters available
 - 8 128K services available for other contracted adapters
- Note: Customer MUST Verify Compatibility With Their Carrier

25 LINE 000 Analog Dial Line
 1 LINE/STNH DS1 DS1 BRSC to Concord, NH
 Includes: Dedicated DS1 for State of New Hampshire from the Business Continuity and Resiliency Services site in Sterling Forest NY. to 25 Capitol St. Concord NH.

Customer is responsible for:

- Providing or contracting for circuit termination equipment (Router, Mux Etc.)

Non-IBM Equipment:

1 CIRTR FC VFSP 8-Port Fast Serial Card
 1 CIRTRVXR 7206 Cisco 7206VXR Router
 Includes: CISCO7206VXR/N 6 Slot Chassis With:
 MEM-SD-NSE-256MB - 256 MB DRAM
 MEM-I/O-D-FKD48M - 48MB PCMCIA Flash Disk Option
 PWR-7200-2 Dual AC Power Supplies
 Minimum NSE-1 CPU
 CI7200-I/O-2FE/E (2-10/100BaseT Ports)
 Current Cisco 7200 IOS Enterprise S/W
 1 CI2691 BASE Multisvc Access Router
 Includes:
 - (2) FastEthernet ports
 - 256 MB RAM
 - 128 MB Flash
 - (2) Integrated Advanced Integration Modules (AIM) slots
 - (3) WAN Interface Card (WIC) slots
 - (1) Network Module slots
 1 CI36XX FC BRN8 NM-8B-U 8Port ISDN w/NT1
 1 CI36XX FC FETH NM-1FE-TX 1Port 100BaseT ETH
 3 UDSV.3400 RM UDS 28.8/V.34 Modem R/M
 Includes: RS232/V.24 Cable (DB24 to RJ45 Connectors)
 RS232 to V.35 Converter

EXHIBIT B
Contract Price

Monthly Charges

The State agrees to pay the Total Monthly Charge for a Subscription each month. The Total Monthly Charge is based on:

1. the Configuration specified in paragraph 14 of Exhibit A; and
2. the duration of the Contract Period.

MONTHLY CHARGES

Total Monthly Charge (CFT7PFP): \$ 1,880
Total Monthly Charge (CFT7NDP): \$ 1,139
Minimum Total Monthly Charge (CFT7PFP): \$ 1,504
Minimum Total Monthly Charge (CFT7NDP): \$ 911

RECOVERY CHARGES

Initial Recovery Charge: \$ 7,160
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$ 2,256

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 48
Number of Exercises: 1
Each subsequent twelve-month period - Total Hours: 48
Number of Exercises: 1
Additional Recovery Exercise time, per 4-hr block: \$ 601
Additional Recovery Exercises, per exercise: \$ 2,648

TELECOMMUNICATIONS

One-Time Charge: N/A
Usage charges are billed separately.

GENERAL

Work area space allocated at time of Event.

ADDITIONAL CHARGES

Additional Charges, as described in the Additional Charges section of this Exhibit, may apply, subject to the State's prior written request.

Total Monthly Charges shall not exceed \$3019.00

In no event shall the contract price exceed the total monthly and other charges as set forth above.

Recovery Charges

In addition to the Total Monthly Charge, the State agrees to pay an Initial Recovery Charge and a Daily Recovery Charge specified in this Exhibit. The Initial Recovery Charge is incurred when Contractor confirms to the State that Contractor has scheduled a

Recover Site for the State's use in response to the State's declaration of an Outage Emergency. For this charge, Contractor makes the Configuration available to the State for the number of days indicated in this Exhibit (identified as "Day(s) Included in Initial Recovery Charge"). Thereafter, for each day, or part thereof that Contractor provides the State the Configuration at a Recovery Site (excluding Recovery Exercise Time), the Daily Recovery Charge applies.

Additional Charges

The State agrees to pay:

1. any associated charges for telecommunications services the State selects;
2. charges for additional hours and Exercises the State schedules beyond the annual Recovery Exercise Allowance specified in this Exhibit;
3. charges for operational and technical assistance beyond that described in Exhibit A, that Contractor agrees to provide during an Event, in response to the State's written request;
4. charges for miscellaneous expenses the State incurs while at a Recovery Site, for use of items such as supplies, materials, storage media or for use of office equipment, telephone, and facsimile.

Price Increases

The Contractor will not increase rates and monthly charges for the Configuration and terms specified in this Exhibit during the first year of a Contract Period. Thereafter, on subsequent anniversaries of the Start Date of the Contract Period, Contractor may increase such charges by up to five percent (5%).

Invoicing Options

The Contractor makes Invoicing Options available to the State for the Services to provide flexibility in payment terms. The Contractor provides the terms specific to an Option in an Amendment.

Future Discounts/Price Reductions

If the Monthly Charges in an Amendment are less than the Contractor's standard Charges because the Contractor has elected to meet the State's requirement for a reduced price, should such an Amendment, in the future, become eligible for 1) an addition discount, or 2) a price reduction announced by the Contractor, then the Contractor reserves the right to withhold such discount, or price reduction, in part or in whole, in consideration of the reduced Charges already provided.

Invoicing, Payment and Taxes

The Contractor invoices monthly charges in advance. The Contractor invoices usage and other charges following the period in which the State incurs them.

Invoices shall be mailed to:

Mr. Thomas E. Pryor
Contracts Manager
State of New Hampshire
Division of Child Support Services
129 Pleasant Street
Concord, NH 03301

EXHIBIT C
Special Provisions

Paragraphs as noted are amended to read as follows .

I Amend Section 7 to delete Section 7.3 and add:

7.3 Disputes

7.3.1 It is the intention of the parties to work in good faith toward accomplishment of the objectives that form the basis of the agreement. The State and the Contractor agree that, in the event of any dispute or disagreement between the parties relating to any provision of this agreement or an interpretation thereof (a "dispute") and before exercising any termination right for default or breach of this agreement or any other right to remedy under or relating to this agreement whether provided by law or under this agreement they may pursue, within 30 days, in good faith, the dispute resolution process set forth in this agreement.

7.3.2 All dispute resolution meetings, consistent with this intent of this Exhibit, shall be conducted at the State's place of business, 29 Hazen Drive, Concord, New Hampshire, 03301. The process is described in the following subparagraphs.

7.3.3 Invocation of Progressive Dispute Negotiation. The Party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the either party.

7.3.4 Progression of Management Involvement. The Parties shall use their commercially reasonable efforts to arrange personal meetings and/or telephone conference as needed, at mutually convenient times, between negotiators for the parties of the successive management levels set forth below:

7.3.4.1 Level I

- i) Office of Information System Director of Applications Development.
- ii) Contractor Practice Manager.

7.3.4.2 Level II

- i) DHHS Chief Information Office.
- ii) the responsible Contractor Vice President of the appropriate business unit.

- 7.3.5 The negotiators at each management level shall have a period of ten business days in which to attempt to resolve the dispute. The allotted time for the first level negotiators shall begin on the date of receipt of the Involving Party's notice.
- 7.3.6 If a resolution is not achieved by negotiators at any given management level at the end of their allotted time, then the allotted time for the negotiators at the next management level, if any, shall begin immediately.
- 7.3.7 If a resolution is not achieved by negotiators at the final management level within their allotted time, the Commissioner shall issue a final decision.
- 7.3.8 Initiation of the dispute resolution process cannot, in and of itself, cause work to stop on any part of the project. Work must continue during dispute resolution unless suspended by the State.
- 7.3.9 Nothing herein shall be deemed to constitute a waiver of the State's sovereign immunity or a waiver by the Contractor of its ability to sue the State under the contract.

II. Amend Section 9 to add:

9.4 Obligations

- 9.4.1 When one of the parties (Discloser) discloses confidential information (Information) to the other (recipient) under this Exhibit, the Recipient agrees to:
 - i) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish, or disseminate; and
 - ii) use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.
- 9.4.2 Recipient may disclose Information to:
 - i) its employees and employees of its parent and subsidiary companies who have a need to know; and
 - ii) any other party with the Discloser's prior written consent.
- 9.4.3 Before disclosure to any of the above parties, the Recipient will have a

written agreement with such party sufficient to require that party to treat Information in accordance with this Exhibit.

- 9.4.4 The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

9.5 Exceptions to Obligations

- 9.5.1 The Recipient may disclose, publish, disseminate, and use Information that is:

- 9.5.2 already in its possession without obligation of confidentiality

- 9.5.3 developed independently;

- 9.5.4 obtained for a source other than the Discloser without obligation of confidentiality;

- 9.5.5 publicly available when received, or thereafter becomes publicly available through no fault of the Recipient; or

- 9.5.6 disclosed by the Discloser to another party without obligation of confidentiality.

9.6 Residual Information

- 9.6.1 The Recipient may disclose, publish, disseminate, and use the ideas, concepts, know-how and techniques, related to the Recipient's business activities, which are contained in the Discloser's Information and retained in the memories of Recipient's employees who have had access to the information pursuant to this Exhibit (Residual Information).

9.7 Disclaimers

- 9.7.1 THE DISCLOSER PROVIDES INFORMATION SOLELY ON AN "AS IS" BASIS.

- 9.7.2 The Discloser will not be liable for any damages arising out of the use of Information disclosed hereunder.

- 9.7.3 Neither this Exhibit nor any disclosure of Information hereunder grants the Recipient any right or license under any trademark, copyrights or

patent now or hereafter owned or controlled by the Discloser.

9.7.4 Disclosure of Information containing business plans is for planning purposes only. The Discloser may change or cancel its plans at any time. Use of such Information is at the Recipient's own risk.

9.7.5 The receipt of Information pursuant to this Exhibit will not preclude, or in any way limit, the Recipient from:

1. providing to others products or services which may be competitive with products or services of the Discloser;
2. providing products or services to others who compete with the Discloser, or
3. assigning its employees in any way it may choose.

III Amend Section 10 to add

10.1 Either party may terminate this Agreement if the other party does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

10.2 Any terms of this Agreement which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees.

IV Amend Section 12 to add:

12.1 State agrees not to assign a Subscription or its rights under it, delegate its obligations, or resell any Service without Contractor's prior written consent. Any attempt to do so is void.

12.2 Contractor uses many subcontractors in the normal course of its Business Continuity and Recovery business. This Exhibit C amendment represents written consent for Contractor to use its normal subcontractors in the performance of this contract.

V Amend Section 13 to add:

13.1 Add the words "negligent, grossly negligent or willful" prior to the words "acts or omissions:

VI Amend Section 17 to add:

17.1 Additional or different terms in any order or written communication between the parties are void.

VII Amend to add Section 22:

22.1 All rights, obligation, and licenses (except for Licensed International Code and as specifically granted) are valid only in the United States and Puerto Rico.

Nothing contained in this section gives the Recipient the right to disclosed, publish, or disseminate, except as set forth elsewhere in this Agreement:

22.2 the source of Residual Information.

22.3 any financial, statistical or personnel data of the Discloser; or

22.4 the business plans of the Discloser.

NH Department of Health and Human Services

EXHIBIT D

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, subtitle D; 41 USC 701 et seq.), The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages: 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner, NH Department of Health and Human Services, 129 Pleasant Street,
Concord, NH 03301-3857

Certification Regarding Drug-Free Workplace Requirements
(Instructions for Certification)

1. By signing and/or submitting this contract or grant agreement, the contractor or grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant or contract. If it is later determined that the grantee or contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees or contractors other than individuals, Alternate I applies.
4. For grantees or contractor who are individuals, Alternate II applies.
5. Workplaces under grants or contract, for grantees or contractors other than individuals, need not be identified on the certification. If known, they may be identified in the grant or contract application. If the grantee or contractor does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee or contractor must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantees' or contractor's drug-free workplace requirements.

convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street address:

City:

County:

State:

Zip code:

Check if there are workplaces on file that are not identified here.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee or contractor certifies that, as a condition of the grant or contract, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant or contract;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer, contract manager, or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant or contract.

Company: INTERNATIONAL BUSINESS MACHINES CORPORATION	Date: <i>March 8, 2007</i>
<i>Kecy McLaughlin Dabrowski</i> Signature	<i>Client Manager</i> Title

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

7. If the workplace identified to the agency changes during the performance of the grant or contract, the grantee or contractor shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' or Contractor's attention is called, in particular, to the following definitions from these rules: *Controlled substance* means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); *Conviction* means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee or contractor directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant or contract; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant or contract and who are on the grantee's or contractor's payroll. This definition does not include workers not on the payroll of the grantee or contractor (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's or contractor's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements
Alternate I. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's or contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant or contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of

EXHIBIT E

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

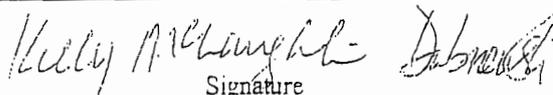
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance The undersigned states, to the best of his or her knowledge and belief, that:

(1) If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company: INTERNATIONAL BUSINESS MACHINES CORPORATION	Date: March 8, 2007.
 Signature	Client Manager Title

NH Department of Health and Human Services

EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--
Primary Covered Transactions Instructions for Certification

1. By signing and submitting this contract, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-- Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for

debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--
Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

"To the best of knowledge and belief of the person signing this certificate, for the preceding three years, no IBM person directly involved with this procurement has been suspended, debarred, convicted of a crime, or is under indictment for a crime, nor has IBM had a contract terminated for default. Because of the size and diversity of IBM's business, and the number of IBM employees, IBM is unable to provide any wider affirmation on these issues."

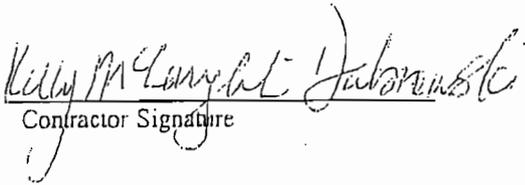
Company: INTERNATIONAL BUSINESS MACHINES CORPORATION	Date: March 8, 2007
<i>Kecy McLaughlin Dabrowski</i> Signature	Client Manager Title:

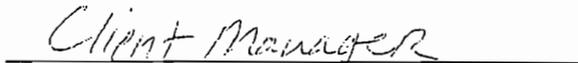
EXHIBIT G

CERTIFICATION REGARDING
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the *General Provisions* agrees by signature of the Contractor's representatives as identified in Sections 1.11 and 1.12 of the *General Provisions*, to execute the following certification:

1. By signing and submitting this contract the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the *Americans With Disabilities Act of 1990*.


Contractor Signature


Contractor's Representative (Title)

INTERNATIONAL BUSINESS MACHINES
CORPORATION
Contractor Name

March 8, 2007
Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Kelly McLaughlin Dubrowski
(Contractor Representative Signature)

Client Manager
(Authorized Contractor Representative Name & Title)

INTERNATIONAL BUSINESS MACHINES
CORPORATION
(Contractor Name)

March 8, 2007
(Date)

STANDARD EXHIBIT I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2)

Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or

received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible,

NE Department of Health and Human Services

EXHIBIT G

CERTIFICATION REGARDING
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the *General Provisions* agrees by signature of the Contractor's representatives as identified in Sections 1.11 and 1.12 of the *General Provisions*, to execute the following certification:

1. By signing and submitting this contract the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the *Americans With Disabilities Act of 1990*.

Kelly McLoughlin Jaborenski
Contractor Signature

Client Manager
Contractor's Representative (Title)

INTERNATIONAL BUSINESS MACHINES
CORPORATION
Contractor Name

March 8, 2007
Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Kelly McLaughlin Dabrowski Client Manager
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

INTERNATIONAL BUSINESS MACHINES CORPORATION March 8, 2007
(Contractor Name) (Date)

STANDARD EXHIBIT I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
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- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2)

Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3)

Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or

received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible,

