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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

May 31, 2013

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

Sole Source

REQUESTED ACTION

Authorize the Department of Administrative Services to amend a **sole source** Master Statewide Contract, with System Automation Corporation, Calverton, MD, (VC# 89270), for the provision of Professional License Management originally approved by Governor and Council on October 23, 2003, Item #23 and last amended on June 20, 2012, Item #34, by extending the maintenance period end date only from June 30, 2013 to June 30, 2014, effective upon Governor and Council approval. All other terms and conditions shall remain in full force and effect.

Funding shall be provided through individual agency expenditure, none of which shall be permitted unless there are sufficient appropriated funds in a specific accounting unit to cover the requested expense.

EXPLANATION

The State is amending this Master contract with Systems Automation Inc. to meet the requirement to maintain and support the professional licensing applications currently utilized by the State. This request is **sole source** because as part of the Governor's Business One Stop initiative, the State is consolidating all professional and occupational licensing to a single enterprise platform. The Department of Health and Human Services currently uses this solution for their Child Care Licensing application. Systems Automation is the only vendor that can provide the professional services required to implement the Health Facilities Unit's licensing requirements into this application.

The Master Contract 2003-908 was approved by Governor and Council on October 23, 2003, Item #12. On March 24, 2004, the Governor and Council approved Contract Amendment DOIT 2003-908A, Item #24 which established a price limitation of \$711,000. Amendment A also gave authority for the Liquor Commission to utilize the Master contract and also extended the contract for an additional year. On July 13, 2005, Item #23, the Governor and Council approved contract amendment 2003-908B increased the contract limit by \$239,000 to a total contract value of \$950,000 and added a new section which

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
May 31, 2013
Page 2 of 2

contained contract discounts. On June 23, 2010, Item #32 the Governor and Council approved contract amendment 2003-908C increased the expiration date to June 30, 2013 and increased the spending limit to \$1,201,664. On September 22, 2010, Late Item #B, Governor and Council approved contract amendment 2003-908D and increased the spending limit to \$1,801,644. On June 20, 2012, Item 34, Governor and Council approved contract amendment 2003-908E and increased the spending limit to \$2,500,000.

A Capital Budget request of \$2,295,000 for FY14/15 is planned to replace the 12 year old enterprise licensing solution. The current solution is used by 12 state agencies to manage more than 250 license types and 150,000 active licensees. This contract amendment allows the state to continue to receive support and maintenance from our current vendor while we transition to a new solution.

The Department of Administrative Services respectfully requests Governor and Council approval of this amendment.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", with a long horizontal flourish extending to the right.

Linda M. Hodgdon
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/doiit

Peter C. Hastings
Acting Commissioner

June 3, 2013

Linda M. Hodgdon, Commissioner
State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Dear Commissioner Hodgdon:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Administrative Services' request to amend existing statewide contract: 2003-908 *Professional Licensing System* with System Automation Corporation as described below and referenced as DoIT No. 2003-908F.

To amend the statewide contract with the above-referenced vendor to provide the State with professional license management software. The end date of this contract is extended to June 30, 2014. There is no increase to the contract funding limit. This contract is a result of RFP 2003-908 issued August 23, 2002.

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

Sincerely,

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

Peter C. Hastings

PCH/dcp
DoIT 2003-908F

cc: Theresa Pare-Curtis, Director, DoIT Web Services Division

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908F-SA
CONTRACT AMENDMENT F**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2003-908, on October 23, 2003, Item #12 (hereinafter referred to as the "Agreement") and amended on March 24, 2004, Item #24, July 13, 2005, Item #23, June 23 2010 Item # 32, September 22, 2010 Item #B and June 20, 2012 Item #34 (hereinafter referred to as the "Agreement"), System Automation Corporation (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein;

WHEREAS, pursuant to the Amendment (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, the Department wishes to extend the duration of the Agreement to June 30, 2014, the Department and the Vendor seek to clarify the Agreement;

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

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

1. Amend section 1.6 of the General Provisions of the Agreement (Form P-37) to reflect a new completion date of June 30, 2014.

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

1. Amend Section 4 of Exhibit A as described in Table 1.

Table 1: Amendment F to Contract 2003-908-SA DAS Professional License Management, Exhibit A.

Contract # 2003-908-SA Exhibit A Section Number	AMENDED TEXT
Section 4	<p>Delete Section 4.1 and Replace with:</p> <p>4.1 PERIOD OF PERFORMANCE The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to Governor and Council approval. It shall remain in effect through June 30, 2014, unless otherwise terminated in accordance with the Contract.</p>

Exhibit B: Schedule and Pricing of the Agreement is hereby amended as follows:

1. Amend Section 2 of Exhibit B as described in Table 2.

Table 2: Amendment F to Contract 2003-908-SA DAS Professional License Management, Exhibit B

Contract #2003-908-SA Exhibit B	AMENDED TEXT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908F-SA
CONTRACT AMENDMENT F**

Section Number			
Section 2	Delete Exhibit B Section 2.3 and replace with:		
	2.3 <u>SOFTWARE LICENSES AND MAINTENANCE</u>		
	Software License Fees	Units	Cost
	System Automation Corporation License 2000 statewide license	1	\$100,000
	System Automation Corporation MyLicense statewide license	1	\$45,000
	System Automation Corporation License 2000 next major software revision: MyLicense Office	1	NO CHARGE
	Annual Maintenance and Support Costs		
	SFY 2005 Annual Maintenance and support	Per year	4/1/04 – 3/31/05 \$42,875
	SFY 2006 Annual Maintenance and support	Per year	4/1/05 – 3/31/06 \$50,466
	SFY 2007 Annual Maintenance and support	Per year	4/1/06 – 3/31/07 \$51,980
	SFY 2008 Annual Maintenance and support	Per year	4/1/07 – 3/31/08 \$53,539
	SFY 2009 Annual Maintenance and support	Per year	4/1/08 – 3/31/09 \$55,145
	SFY 2010 Annual Maintenance and support	Per year	4/1/09 – 3/31/10 \$56,800
	SFY 2011 Annual Maintenance and support	Per year	7/1/2010 – 6/30/2011 \$71,000
	SFY 2012 Annual Maintenance and Support	Per year	7/1/11 – 6/30/2012 \$88,997
	SFY 2013 Annual Maintenance and Support	Per year	7/1/2012 – 6/30/2013 \$91,667
	DoIT Main Enterprise Instance		\$72,411
	Second Instance		\$33,065
	Third Instance		\$16,477
	Total Annual Maintenance	Per	7/1/2013 – \$121,953

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908F-SA
CONTRACT AMENDMENT F**

	and Support SFY 2014	year	6/30/2014	
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Table 3: Amendment F to Contract 2003-908-SA DAS Professional License Management, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2003-908-SA	Original Contract (Item #12 dated 23 October 2003)	October 22, 2003	Unlimited
Amendment #2003-908A-SA G&C Letter est. spending limit	First Amendment (A) (Item # 24 dated 24 March 2004)	March 24, 2004	\$711,000
Amendment #2003-908B-SA	Second Amendment (B) (Item #23 dated July 13, 2005)	July 13, 2005	\$239,000
Amendment #2003-908C-SA	Third Amendment (C) (Item #32 dated June 23, 2010)	June 23, 2010	\$251,664
Amendment #2003-908D-SA	Fourth Amendment (D)	September 22, 2010	\$600,000
Amendment #2003-908E-SA	Fifth Amendment (E)	June 22, 2012	\$698,336
Amendment #2003-908F-SA	Sixth Amendment (F)	Upon G&C Approval	no cost
CONTRACT TOTAL:			\$2,500,000 (LIMIT)

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908F-SA
CONTRACT AMENDMENT F**

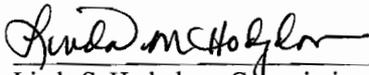
Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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



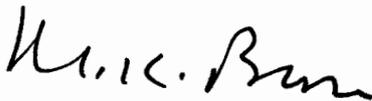
Charles Rubin, President
System Automation Corporation
7110 Samuel Morse Drive
Columbia, MD 21046

Date: 05/20/13



Linda S. Hodgdon, Commissioner
State of New Hampshire
Department of Administrative Services

Date: 6/6/13



State of New Hampshire, Department of Justice, Civil Bureau

Date: 4/6/13

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 SYSTEM AUTOMATION CORPORATION doing business in New Hampshire as SYSTEM AUTOMATION CLIENT SERVERS, a(n) District of Columbia corporation, is authorized to transact business in New Hampshire and qualified on May 14, 1996. 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 1st day of May, A.D. 2013

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

William M. Gardner
Secretary of State

NOTE: YOU SHOULD CONSULT YOUR ATTORNEY ON THE USE OF THIS CERTIFICATE OF VOTE. THE DOCUMENT SHOULD BE CUSTOMIZED TO REFLECT THE TRUE COPORATE STURCTURE OF YOUR COMPANY.

CERTIFICATE OF VOTE
(Corporation With Seal)

I, **Moshe Rubin**, do hereby represent and certify that:

- (1) I am **Secretary of System Automation Corporation, a Maryland Corporation** (the "Corporation").
- (2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4)The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on **January 5, 2000**, which meeting was duly held in accordance with **Maryland** law and the by-laws of the Corporation.
- (5) The signature of **Charles Rubin, President** of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation and have affixed its corporate seal this 20th day of May 2013

Moshe Rubin
Moshe Rubin, Secretary, Maryland



(SEAL)

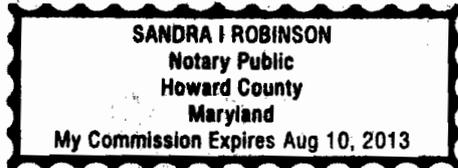
STATE OF Maryland
COUNTY OF Howard

On this the 20th of May 2013, before me, Sandy Robinson, personally appeared Moshe Rubin and acknowledged himself to be the Secretary of System Automation Corporation, a Maryland Corporation, and that he, as such being authorized to do so, executed the foregoing instrument.

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

Sandra J. Robinson
Notary Public/Justice of the Peace

My Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2013

PRODUCER MGS INC 10706 Reisterstown Rd Suite 3 Owings Mills, MD 21117 (410)356-4144		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED System Automation Corporation 7110 Samuel Morse Drive Columbia, MD 21046		INSURERS AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance INSURER B: Ace American Ins Co. INSURER C: INSURER D: INSURER E:	NAIC#

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	ACP GLKO 5143554750	10/26/12	10/26/13	EACH OCCURRENCE \$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A		AUTOMOBILE LIABILITY	ACP BAK 5143554750	10/26/12	10/26/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
		<input checked="" type="checkbox"/> ANYAUTO				BODILY INJURY (Per person) \$	
		<input type="checkbox"/> ALL OWNED AUTOS					
		<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$	
		<input checked="" type="checkbox"/> NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident) \$			
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$	
		<input type="checkbox"/> ANYAUTO				OTHER THAN EA ACC \$	
						AUTO ONLY: AGG \$	
A		EXCESS / UMBRELLA LIABILITY	ACP CAF 5143554750	10/26/12	10/26/13	EACH OCCURRENCE \$ 5,000,000	
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE \$ 5,000,000	
		<input type="checkbox"/> DEDUCTIBLE				\$	
		<input checked="" type="checkbox"/> RETENTION \$ 0				\$	
						\$	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ACP WCK 5143554750	10/26/12	10/26/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 500,000	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000	
						E.L. DISEASE - POLICY LIMIT \$ 500,000	
B		OTHER	Professional Lia	G21154593005	10/26/12	10/26/13	2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Administrative Services Attn: Commissioner 25 Capitol Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>M. Wade</i>
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ACORD25(2009/01)

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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street - Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

OK 5
JUN 20 2012 G#C
Item # 34

JOSEPH B. BOUCHAR
Assistant Commissioner
(603) 271-3204

May 10, 2012

State wide
Contract amendment

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

REQUESTED ACTION

Authorize the Department of Administrative Services to amend a **sole source** Master Statewide Contract, 2003-908D, Professional License Management, with System Automation Corporation of 4041 Powder Mill Road, Suite 600, Calverton, MD, (VC# 170313), by increasing the contract by \$698,336 from \$1,801,664 to \$2,500,000 for upgraded statewide professional licensing software, maintenance, support, training, upgrades to comply with credit card security requirements, new agency implementations and installation services. This contract amendment is effective upon Governor and Council approval through June 30, 2013.

Funding shall be provided through individual agency expenditure, none of which shall be permitted unless there are sufficient appropriated funds in a specific accounting unit to cover the requested expense.

EXPLANATION

This request is **sole source** because as part of the Governor's Business One Stop initiative, the State is consolidating all professional and occupational licensing to a single enterprise platform. The Department of Health and Human Services currently uses this solution for their Child Care Licensing application. Systems Automation is the only vendor that can provide the professional services required to implement the Health Facilities Unit's licensing requirements into this application.

A capital budget request has been submitted in SFY 14/15 to procure a new licensing system which will support hardware, software licenses, professional services including conversion costs to a new system as well as adding additional professional and occupational license-types to this system.

The State is amending this Master contract with Systems Automation Inc. to meet the requirement to maintain and support the professional licensing applications currently utilized by the State as well as to provide for vendor participation in the upgrade of existing licensing systems and development of new licensing applications.

The Master Contract 2003-908 was approved by Governor and Council on October 22, 2003, Item #12. On March 24, 2004, item #24, the Governor and Council approved Contract Amendment DOIT 2003-908A, which established a price limitation of \$711,000. Amendment A also gave authority for the Liquor Commission to utilize the Master contract and also extended the contract for an additional year. On July 13, 2005, Item #32, the Governor and Council approved contract amendment 2003-908B that increased the contract limit by \$239,000 to a total contract value of \$950,000 and added a new section which contained contract discounts. It also extended the termination date from June 30, 2005 to June 30, 2010. On June 23, 2010, item #32, the Governor and Council approved contract amendment 2003-908C that increased the expiration date to June 30, 2012 and increased the spending limit to \$1,201,664. On September 22, 2010, Late Item #B, Governor and Council approved contract amendment 2003-908D, increased the spending limit to \$1,801,644 and extended the termination date to June 30, 2013.

The professional licensing system allows licensees to pay for initial and renewal licenses online via credit card. The State must be in compliance with all requirements set forth by the Payment Card Industry. A significant requirement is that any application used by the State must comply with the Payment Card Industry's Payment Application Data Security Standard. This contract amendment requires System Automation to comply with those provisions.

The Department of Health and Human Services, Health Facility Licensing Unit licenses and regulates health facilities and entities as required under RSA 151. It also tracks complaints of licensed facilities and entities and those that are not certified for participation in the Medicare / Medicaid programs. The current applications being used for this purpose do not meet the needs of the evolving business model and are incapable of meeting the Department's desire to create a more transparent consumer and provider oriented information system that can provide the public with key quality information based on timely and accurate data. The Department engaged System Automation to perform a requirement and gap analysis of their product and concluded that this solution will meet that need. The increase in funding will support the implementation and ongoing support of this system which will include the following components:

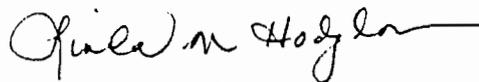
- Enable providers to submit applications for licensure and re-licensure on line via a web-enabled application;
- Enable the Department to issue licenses online via a web-enabled application;
- Enable the Department to issue deficiency reports (CMS Form 2567) via a web-enabled application;
- Enable providers to submit Plans of Correction via a web-enabled application;
- Enable the Department to post deficiency reports and Plans of Correction on a State website in a consumer oriented manner and in consideration of public disclosure timelines. This will enable consumers and families to access and download information necessary to allow them to evaluate a facility based upon timely and accurate information;
- Enable consumers and families to submit standardized complaint forms via the web-based environment thereby improving the State's response time for complaints;

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 10, 2012
Page 3 of 3

- Enable hospitals and ambulatory surgery centers to submit initial reports of Adverse Events or "never events" to the department;
- Enable other provider types that are required to submit "Unusual Event" reports under the State rules to submit these reports via a web-enabled application; and
- Enable consumers and families to access information relative to the ownership/governing body of health facilities entities.

The Department of Administrative Services respectfully requests Governor and Council approval of this amendment.

Sincerely,



Linda M. Hodgdon
Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908E-SA
CONTRACT AMENDMENT E**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2003-908, on October 23, 2003, Item #12 (hereinafter referred to as the "Agreement") and amended on March 24, 2004, Item #24, July 13, 2005, Item #23, June 23 2010 Item # 32 and September 22, 2010 Item #B (hereinafter referred to as the "Agreement"), System Automation Corporation (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein;

WHEREAS, pursuant to the Amendment (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, the Department wishes to increase the limit of the total Contract price by ~~\$689,336~~ ^{699,336}, from \$1,801,664 to \$2,500,000;

Initial [Signature] Date 5/29/12
Initial [Signature] Date 5/29/12

WHEREAS, the Vendor provides a commercial product to the Department which processes, transmits, and/or stores cardholder data in the performance of services provided to Agency, and is therefore required to be compliant under Payment Application Data Security Standards (PA DSS); and

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

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

Initial [Signature] Date 5/29/12
Initial [Signature] Date 5/29/12

1. Amend section 1.8 of the General Provisions of the Agreement (Form P-37) by increasing the Price Limitation by ~~\$689,336~~ ^{699,336}, from \$1,801,664 to \$2,500,000.

Statement of Work: Amend Section 1.1 Definitions as follows in Table 1.

Table 1: Amendment E to Contract 2003-908-SA DAS Professional License Management, Statement of Work

Contract #2003-908-SA	AMENDED TEXT	
Statement of Work Section Number		
Section 1.1 Definitions	Delete the definition for the term "Agency" and replace with:	
	Agency	All State of New Hampshire departments, boards, and commissions, unless specifically exempted, receiving services from System Automation under this contract.

Attachment F: Software Support Terms of the Agreement is hereby amended as follows:

2. Amend Section I of Attachment F as described in Table 2.

Table 2: Amendment E to Contract 2003-908-SA DAS Professional License Management, Exhibit B

Contract #2003-908-SA	AMENDED TEXT	
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908E-SA
CONTRACT AMENDMENT E**

Attachment F Section Number	
Section 1.10	<p>Add New:</p> <p>1.10 Application Security</p> <p>1.10.1 Application Security IT Security involves all functions pertaining to the securing of State Data and systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation. This shall include but is not limited to</p> <ul style="list-style-type: none"> • Developing software applications based on industry best practices and incorporating information security throughout the software development life cycle • Code review prior to release to production • Follow change control process and procedures relative to release of code <p>1.10.2 PCI DSS Payment Application Data Security Standard (PA DSS) As the Vendor's product is part of the processing, transmission, and/or storage of cardholder data in the performance of services provided to the Agency, it is hereby agreed that</p> <ol style="list-style-type: none"> 1) Vendor agrees to participating in the Payment Card Security Standards Council (PCI) Payment Application Data Security Standards program (PA DSS) 2) Vendor agrees to provide evidence of compliance with PA DSS no later than one year from the date of this approved amendment. 3) Vendor will immediately notify Agency if it learns it's application is no longer PA DSS compliant and will immediately provide Agency the steps being taken to remediate the non-compliance status. In no event should Vendor's notification to Agency be later than seven (7) calendar days after Vendor learns it is no longer PA DSS compliant.

Table 3: Amendment E to Contract 2003-908-SA DAS Professional License Management, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2003-908-SA	Original Contract (Item #12 dated 23 October 2003)	October 22, 2003	Unlimited
Amendment #2003-908A-SA G&C Letter est. spending limit	First Amendment (A) (Item # 24 dated 24 March 2004)	March 24, 2004	\$711,000
Amendment #2003-908B-SA	Second Amendment (B)	July 13, 2005	\$239,000

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908E-SA
CONTRACT AMENDMENT E

	(Item #23 dated July 13, 2005)		
Amendment #2003-908C-SA	Third Amendment (C) (Item #32 dated June 23, 2010)	June 23, 2010	\$251,664
Amendment #2003-908D-SA	Fourth Amendment (D) (Item B dated September 22, 2010)	September 22, 2010	\$600,000
Amendment #2003-908E-SA	Fifth Amendment (E)	Upon G&C Approval	\$698,336
	CONTRACT TOTAL:		\$2,500,000 (LIMIT)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908E-SA
CONTRACT AMENDMENT E

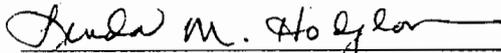
Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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



Charles Rubin, President
System Automation Corporation
7110 Samuel Morse Drive
Columbia, MD 21046

Date: 04/25/12



Linda M. Hodgdon, Commissioner
State of New Hampshire
Department of Administrative Services

Date: 5/21/12



Rosemary Wiant, ~~Senior~~ Assistant Attorney General
State of New Hampshire, Department of Justice, Civil Bureau

Date: 5-31-12



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

May 10, 2012

Linda M. Hodgdon, Commissioner
State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Dear Commissioner Hodgdon:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Administrative Services' request to amend existing statewide contract: 2003-908 *Professional Licensing System* with System Automation Corporation as described below and referenced as DoIT No. 2003-908E.

To amend the statewide contract with the above-referenced vendor to provide the State with professional license management software. The funding limit of this contract has been increased by \$698,336 to a new funding limit of \$2,500,000. Funding shall be provided through individual agency expenditures. This contract is a result of RFP 2003-908 issued August 23, 2002.

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

Sincerely,


S William Rogers.

SWR/dcp
DoIT 2003-908D

cc: Theresa Pare-Curtis, Director, DoIT Web Services Division



LINDA M. HODGDON
Commissioner
(603) 271-3201

2003-908D

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street - Room 120
Concord, New Hampshire 03301

SEP 20 2010
approved CATE 9-22-10
Late Item **B**

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

September 9, 2010

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

REQUESTED ACTION

Authorize the Department of Administrative Services to amend Master Statewide Contract, 3003-908B, Professional License Management, with System Automation, Inc. (SA) of Calverton, MD, (VC# 170313), by increasing the contract \$600,000 from \$1,201,664 to \$1,801,664, for upgraded licensing software, maintenance and support services for the Department of Information Technology (DoIT). The contract is effective upon Governor and Council approval through June 30, 2013 unless extended in accordance with the contract terms. Funding

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds in a specific accounting unit to cover the requested service.

EXPLANATION

The State is exercising its option to extend this Master contract with Systems Automation, Inc. and contract for addition professional services to meet the requirement to maintain and support the professional licensing applications currently utilized by the State. Amendment D increases the contract limit to pay for the maintenance of the currently active licensing packages.

Professional License Management was identified in the Statewide Strategic IT Plan (FY 2002-2005) as one of the strategic issues (#3-Electronic Licensing, Permitting and Registration) that will contribute to the development of a robust, effective technology infrastructure. In the spring of 2002, the NH Board of Nursing and the NH Real Estate Commission expressed an interest in beginning the process to procure a professional license management system. These departments, with several other licensing boards and the Department of Education worked with Administrative Services to publish their licensing and educator information management requirements in an RFP for the purpose of establishing a statewide professional license system.

On August 23, 2002, the Department of Administrative Services issued RFP 2003-908 for the purpose of procuring a professional license management system that would meet the

His Excellency, Governor John H. Lynch
and the Honorable Council
September 9, 2010
Page 2 of 2

needs of most of the state licensing and certification agencies. Business and system requirements for the NH Board of Nursing and the NH Real Estate Commission were outlined in the RFP as specifications for the required product and services. A multi-agency team of five professionals evaluated written proposals received from seven vendors, heard presentations from four vendors found to minimally qualified, and checked references. The team determined that System Automation Corporation could best provide the product and services for the professional license management system required by the state. They were specifically selected based upon their extensive experience installing their off-the-shelf software in professional certification environments, the systems scalability throughout the entire State and quality references.

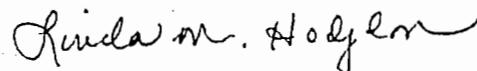
To date, ten agencies are using the contract and software; they are the NH Liquor Commission, Department of Safety Bureau of Emergency Management and Bureau of Electrical Safety, the Board of Veterinary Medicine, the NH Real Estate Commission, Plumber's Board, Board of Nursing, Allied Health Professions, Dental Board, Board of Mental Health Practice. These agencies manage 290,000 licenses of which 116,000 are active licenses. These agencies have funding for their maintenance and support which is required to receive software updates and operational and help desk support.

The Master Contract 2003-908 was approved by Governor and Council on October 23, 2003, Item #12. On March 24, 2004, the Governor and Council approved contract amendment DOIT 2003-908A, Item #24, which established a price limitation of \$711,000 and extended the expiration date of the contract from June 30, 2004 to June 30, 2005. Amendment A also gave authority for the Liquor Commission to utilize the master contract and also extended the contract for an additional year. Contract amendment 2003-905B increased the contract limit by \$239,000 to a total contract value of \$950,000, extended the expiration date of the contract from June 30, 2005 to June 30, 2010, and added a new section which contained contract discounts. Contract amendment 2003-905C increased the contract limit by \$251,664 which established a price limitation of \$1,201,664 and extended the expiration date of the contract from June 30, 2010 to June 30, 2013.

Currently there is a Capital Budget request for SFY12 and SFY13 for \$750,000, which will cover new hardware, software licenses and professional services including database conversion costs to a new system. The Capital Budget request will not cover adding new licensing agencies however; the intent is to continue to add agencies as has been done under the current contract. Geographic area to be served: Statewide.

The Department of Administrative Services respectfully requests Governor and Council approval of this amendment.

Sincerely,



Linda M. Hodgdon
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908D-SA
CONTRACT AMENDMENT D

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2003-908, on October 23, 2003, Item #12 (hereinafter referred to as the "Agreement") and amended on March 24, 2004, Item #24, July 13, 2005, Item #32, and on June 23 2010 Item # 32 (hereinafter referred to as the "Agreement"), System Automation Corporation (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the State and the Vendor seek to clarify the Agreement;

WHEREAS, the State wishes to increase the contract price by \$600,000 to bring the total contract price to \$1,801,664.

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:

1. Form P-37 Agreement/General Provisions is hereby amended as follows:
 - A. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$1,201,664 by \$600,000 to a total contract value of \$1,801,664.

Table 1: Contract 2003-908-SA DAS Professional License Management, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2003-908-SA	Original Contract (Item #12 dated 23 October 2003)	October 23, 2003	Unlimited
Amendment #2003-908A-SA	First Amendment (A) (Item # 24 dated 24 March 2004)	March 24, 2004	\$711,000
Amendment #2003-908B-SA	Second Amendment (B) (Item #32 dated July 13, 2005)	July 13, 2005	\$239,000
Amendment #2003-908C-SA	Third Amendment (C) (Item #32 dated June 23, 2010)	June 23, 2010	\$251,664
Amendment #2003-908D-SA	Fourth Amendment (D)	Upon G&C Approval	\$600,000
	CONTRACT TOTAL:		\$1,801,664 (LIMIT)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908D-SA
CONTRACT AMENDMENT D

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.

Charles Rubin, President
System Automation

Date: 09/10/10

Corporate Signature Notarized:
STATE OF MARYLAND

COUNTY OF HOWARD COUNTY

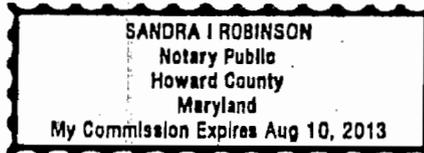
On this the 7th day of September, 2010, before me, Sandy Robinson, the undersigned Officer, Charles Rubin, personally appeared and acknowledged himself to be the President, of System Automation Corporation, a Maryland Corporation, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President of System Automation Corporation.

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

Linda M. Hodgdon, Commissioner
State of New Hampshire
Department of Administrative Services

Date: 9/10/10

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

State of New Hampshire, Department of Justice
Rebecca Woodard, Attorney

Date: 9/17/10

#32

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street - Room 120
Concord, New Hampshire 03301

G4C
6/23/10
Item # 32

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

LINDA M. HODGDON
Commissioner
(603) 271-3201

June 4, 2010

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

REQUESTED ACTION

Authorize the Department of Administrative Services to amend, **Sole Source** Master Statewide Contract, 3003-908B, Professional License Management, with System Automation, Inc. (SA) of Calverton, MD, (VC# 170313), by increasing the contract \$251,664, from \$950,000 to \$1,201,664, for upgraded licensing software, maintenance and support services for the Department of Information Technology (DoIT). This amendment also extends the expiration date of the contract from June 30, 2010 to June 30, 2013. Funding is from individual agencies.

EXPLANATION

The State is asking authority to amend Master contract with Systems Automation, Inc. and contract for addition professional services to meet the requirement to maintain and support the professional licensing applications currently utilized by the State. Amendment C extends the contract through June 30, 2013 and increases the contract limit to pay for the maintenance of the currently active licensing packages. This amendment represents an increase in funding in excess of 10% from the original awarded contract, and as such is considered sole source. The DAS does not have funding available to initiate a change in vendor, should that be the result of going out to bid at this time. We are therefore putting forward this amendment request. It is estimated by DoIT that the cost to move to a new system would be between \$750,000 to \$1,000,000. A Capital Budget request will be submitted by DAS with DoIT for this purpose in the SFY 2012 - 2013 budget process.

Professional License Management was identified in the Statewide Strategic IT Plan (FY 2002-2005) as one of the strategic issues (#3-Electronic Licensing, Permitting and Registration) that will contribute to the development of a robust, effective technology infrastructure. In the spring of 2002, the NH Board of Nursing and the NH Real Estate Commission expressed an interest in beginning the process to procure a professional license management system. These departments, with several other licensing boards and the Department of Education worked with Administrative Services to publish their licensing and educator information management requirements in an RFP for the purpose of establishing a statewide professional license system.

His Excellency, Governor John H. Lynch
and the Honorable Council
June 4, 2010
Page 2 of 2

On August 23, 2002, the Department of Administrative Services issued RFP 2003-908 for the purpose of procuring a professional license management system that would meet the needs of most of the state licensing and certification agencies. Business and system requirements for the NH Board of Nursing and the NH Real Estate Commission were outlined in the RFP as specifications for the required product and services. A multi-agency team of five professionals evaluated written proposals received from seven vendors, heard presentations from four vendors found to minimally qualified, and checked references.

The team determined that System Automation Corporation could best provide the product and services for the professional license management system required by the state. They were specifically selected based upon their extensive experience installing their off-the-shelf software in professional certification environments, the systems scalability throughout the entire State and quality references.

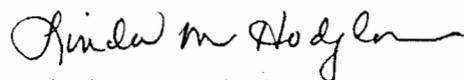
To date, ten agencies are using the contract and software; they are the NH Liquor Commission, Department of Safety, Bureau of Emergency Management and Bureau of Electrical Safety, the Board of Veterinary Medicine, the NH Real Estate Commission, Plumber's Board, Board of Nursing, Allied Health Professions, Dental Board, and Board of Mental Health Practice. These agencies manage 290,000 licenses of which 116,000 are active licenses. These agencies have funding for their maintenance and support which is required to receive software updates and operational and help desk support.

The Master Contract 2003-908 was approved by Governor and Council on October 23, 2003, Item #12. On March 24, 2004, the Governor and Council approved Contract Amendment DoIT 2003-908A, Item #24, which established a price limitation of \$711,000 and extended the expiration date of the contract from June 30, 2004 to June 30, 2005. Amendment A also gave authority for the Liquor Commission to utilize the Master contract and also extended the contract for an additional year. Contract Amendment 2003-905B, increased the Contract limit by \$239,000 to a total Contract value of \$950,000 and added a new section which contained contract discounts.

Geographic area to be served: Statewide.

The Department of Administrative Services respectfully requests Governor and Council approval of this amendment.

Sincerely,



Linda M. Hodgdon
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Peter C. Hastings
Interim Commissioner

May 25, 2010

Linda M. Hodgdon, Commissioner
State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

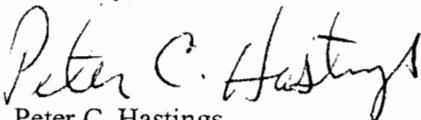
Dear Commissioner Hodgdon:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Administrative Services' request to amend existing statewide contract: 2003-908 *Professional Licensing System* with System Automation Corporation as described below and referenced as OIT No. 2003-908C.

To amend the statewide contract with the above-referenced vendor to provide the State with professional license management software. The amendment will be effective upon Governor and Executive Council approval through June 30, 2013. The funding limit of this contract has been increased by \$251,664 to a new funding limit of \$1,201,664. Funding shall be provided through individual agency expenditures. This contract is a result of RFP 2003-908 issued August 23, 2002.

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

Sincerely,


Peter C. Hastings

PCH/dcp
DoIT 2003-908C

cc: Theresa Pare-Curtis, Director, DoIT Web Services Division

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908C-SA
CONTRACT AMENDMENT C

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2003-908, on October 23, 2003, Item #12 (hereinafter referred to as the "Agreement") and amended on March 24, 2004, Item #24, and on July 13, 2005, Item #32 (hereinafter referred to as the "Agreement"), System Automation Corporation (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the State and the Vendor seek to clarify the Agreement;

WHEREAS, the State wishes to increase the contract price by \$251,664 to bring the total contract price to \$1,201,664 and extend the Agreement expiration date from June 30, 2010 to June 30, 2013.

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:

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

- A. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of June 30, 2013.
- B. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$950,000 by \$251,664 to a total contract value of \$1,201,664.
- C. Delete Section 14, Part 14.1.1 and replace with the following:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage in the amount of \$1,000,000.00 for each occurrence and the excess/umbrella liability in the amount of \$5,000,000.00 for each occurrence; and

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908C-SA
CONTRACT AMENDMENT C

2. Exhibit B is hereby amended as follows:

A. Delete Exhibit B Sections 2.1 and 2.2 and replace with:

2.1 CONTRACT HOURLY RATES

IT SERVICES
CONTRACT HOURLY RATES

Service Labor Category	Contract Hourly Rates
Project Manager	\$200
Sr. Implementation Specialist	\$168
Implementation Specialist	\$145
Sr. Database Administrator	\$170
Analyst	\$186
Network Engineer	\$135
Application Developer	\$160

B. Delete Exhibit B Section 2.3 and replace with:

2.3 SOFTWARE LICENSES AND MAINTENANCE

Software License Fees	Units	Cost
System Automation Corporation License 2000 Statewide license	1	\$100,000
System Automation Corporation MyLicense Statewide license	1	\$45,000
System Automation Corporation License 2000 next major software revision: MyLicense Office	1	NO CHARGE
Annual Maintenance and Support Costs		
DoIT Main Enterprise Instance		\$66,206
Second Instance – Single Profession		\$20,139
2011 Discount		(\$15,345)
Total Annual Maintenance and Support SFY 2011 Total	Per year	7/1/10 – 6/30/11
		\$71,000

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908C-SA
CONTRACT AMENDMENT C

DoIT Main Enterprise Instance			\$68,245
Second Instance – Single Profession			\$20,743
Total Annual Maintenance and Support SFY 2012 Total	Per year	7/1/11 – 6/30/12	\$88,997
DoIT Main Enterprise Instance			\$70,302
Second Instance – Single Profession			\$21,365
Total Annual Maintenance and Support SFY 2013 Total	Per year	7/1/12 – 6/30/13	\$91,667
Total Amendment C			\$251,664

Table 1: Contract 2003-908-SA DAS Professional License Management, Contract Amendment Descriptions

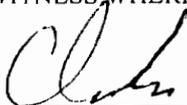
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2003-908-SA	Original Contract (Item #12 dated 23 October 2003)	October 22, 2003	Unlimited
Amendment #2003-908A-SA	First Amendment (A) (Item # 24 dated 24 March 2004)	March 24, 2004	\$711,000
Amendment #2003-908B-SA	Second Amendment (B) (Item #23 dated July 13, 2005)	July 13, 2005	\$239,000
Amendment #2003-908C-SA	Third Amendment (C)	Upon G&C approval	\$251,664
CONTRACT TOTAL:			\$1,201,664 (LIMIT)

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908C-SA
CONTRACT AMENDMENT C

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

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



Charles Rubin, President
System Automation

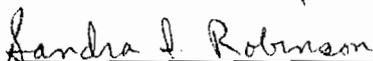
Date: 05/21/10

Corporate Signature Notarized:
STATE OF MARYLAND

COUNTY OF HOWARD COUNTY

On this the 21st day of May, 2010, before me, Sandra Robinson, the undersigned Officer, Charles Rubin, personally appeared and acknowledged himself to be the President, of System Automation Corporation, a Maryland Corporation, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as the President of System Automation Corporation.

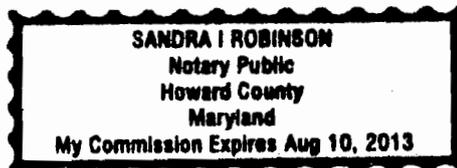
IN WITNESS WHEREOF I hereunto set my hand and official seal.



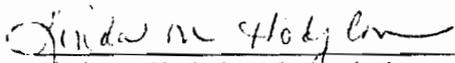
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)



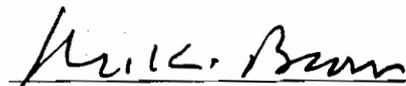
State of New Hampshire



Linda M. Hodgdon, Commissioner
State of New Hampshire
Department of Administrative Services

Date: 6/7/10

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



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

Date: 6/10/10



DONALD S. HILL
 Commissioner
 (603) 271-3201

State of New Hampshire
 DEPARTMENT OF ADMINISTRATIVE SERVICES
 OFFICE OF THE COMMISSIONER
 State House Annex • Room 120
 25 Capitol Street
 Concord, New Hampshire 03301

FILED
 Sent to GIC 7/

G&C Approved
 7/13/05
 Item # 23

June 8, 2005

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

REQUESTED ACTION

Authorize the Department of Administrative Services to amend a statewide contract with System Automation, Inc. of 4041 Powder Mill Road, Suite 600, Calverton, MD, (Vendor #89270), that provides a statewide professional licensing system including software licensing, maintenance, support, training, and installation services. This amendment extends the expiration date of the contract from June 30, 2005 to June 30, 2010, adds discounts and other service terms, and increases the spending limit from \$711,000.00 to \$950,000.00.

EXPLANATION

The State is exercising its option to extend this Master contract with Systems Automation, Inc. and contract for addition professional services to meet the expanding support needs for the State's Professional Licensing.

Professional License Management was identified in the Statewide Strategic IT Plan (FY 2002-2005) as one of the strategic issues (#3-Electronic Licensing, Permitting and Registration) that will contribute to the development of a robust, effective technology infrastructure.

In the spring of 2002, the NH Board of Nursing and the NH Real Estate Commission expressed an interest in beginning the process to procure a professional license management system. These departments, with several other licensing boards and the Department of Education worked with Administrative Services to publish their licensing and educator information management requirements in an RFP for the purpose of establishing a statewide professional license system.

The basis for the RFP came from two requirements documents that were completed independently of each other. The Department of Education published a Functional Requirements for an Educator Information System in 1998, which they updated in 2001. The consulting firm of Berry, Dunn, McNeil and Parker held two focus group sessions with representatives from State licensing boards during the summer of 2002 from which a requirements document was published.

On August 23, 2002, the Department of Administrative Services issued RFP 2003-908 for the purpose of procuring a professional license management system that would meet the needs of most of the state licensing and certification agencies. Business and system requirements for the NH Board of Nursing and the NH Real Estate Commission were outlined in the RFP as specifications for the required product and services. A multi-agency team of five professionals evaluated written proposals received from seven vendors, heard presentations from four vendors found to minimally qualified, and checked references. The team determined that System Automation Corporation could best provide the product and services for the

Governor John H. Lynch
And the Honorable Council
June 8, 2005
Page 2

professional license management system required by the state. They were specifically selected based upon their extensive experience installing their off-the-shelf software in professional certification environments, the systems scalability throughout the entire State and quality references.

The Electricians and Dental Boards are the latest agencies to begin the process of utilizing this contract and software. These agency statements of work will be submitted through the Office of Information Technology to the Governor and Executive Council as attachment documents to the Contract for approval and processing. Currently the Board of Nursing, the Real Estate Commission, and the Liquor Commission have or will be implemented, representing approximately 147,000 licensees. These agencies have funding for their maintenance and support which is required to receive software updates and operational and help desk support.

This Master contract was originally approved by Governor and Council on October 22, 2003, Item number 12. Amendment A was approved by Governor and Council on March 24, 2004, Item number 24, which established a price limitation of \$711,000.00 and extended the expiration date of the contract from June 30, 2004 to June 30, 2005. Amendment A gave authority for the Liquor Commission to utilize the Master contract and also extended the contract for an additional year. The Pari-Mutuel Commission will seek contract authority for their Systems Automation Contract statement of work and pricing attachment at a later G&C.

This request is retroactive due to delays in completing final contract language and receipt of the required contract documents from Systems Automation, Inc..

Geographic area to be served: Statewide.

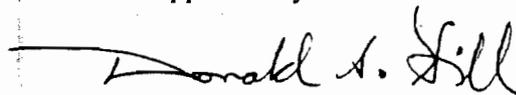
Source of Funds: No funds are involved with this Master Contract amendment. Individual agency appropriations will be used for purchases from this Master Contract.

Respectfully submitted,



Michael P. Connor
Director, Plant and Property Management

Approved by:



Donald S. Hill
Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908B-SA
CONTRACT AMENDMENT B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2003-908, on October 23, 2003, Item #12 (herein after referred to as the "Agreement"), System Automation Corporation (hereinafter to 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 State of certain sums as specified therein:

WHEREAS, pursuant to the Amendment (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 State have agreed to amend the Agreement in certain respects;

WHEREAS, the State wishes to extend the duration of the Agreement to June 30, 2010, the State and the Vendor seek to clarify the Agreement;

WHEREAS, the State wishes to increase the limit of the total Contract price to \$950,000.00.

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

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

1. Amend section 1.6 of the General Provisions of the Agreement (Form P-37) to reflect a new completion date of June 30, 2010.
2. Amend section 1.8 of the General Provisions of the Agreement (Form P-37) by increasing the Price Limitation from \$711,000.00 to \$950,000.00.

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

1. Amend Section 4 of Exhibit A as described in Table 1.

Table 1: Amendment B to Contract 2003-908-SA DAS Professional License Management, Exhibit A.

Contract # 2003-908-SA Exhibit A Section Number	AMENDED TEXT
Section 4	<p>Delete Section 4.1 text:</p> <p>4.1 PERIOD OF PERFORMANCE The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to Governor and Council approval. It shall remain in effect through June 30, 2005 unless otherwise terminated in accordance with the Contract. The State may at its discretion extend each year after that for an additional five (5) years, not to extend beyond June 30, 2010.</p> <p>Replace with:</p> <p>4.1 PERIOD OF PERFORMANCE The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to Governor and Council approval. It shall remain in effect through June 30, 2010, unless otherwise terminated in accordance with the Contract.</p>

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908B-SA
CONTRACT AMENDMENT B**

Exhibit B: Schedule and Pricing of the Agreement, is hereby amended as follows:

1. Amend Section 2 of Exhibit B as described in Table 2.

Table 2: Amendment B to Contract 2003-908-SA DAS Professional License Management, Exhibit B

Contract #2003-908-SA Exhibit B Section Number	AMENDED TEXT
Section 2	<p>Delete Section 2 text:</p> <p>Project costs are based upon the following IT services hourly rates proposed by System Automation Corporation. The funding level shall not exceed \$711,000.00, and may be increased upon approval by Governor and Executive Council.</p> <p>Replace with:</p> <p>Project costs are based upon the following IT services hourly rates offered by System Automation Corporation. The total Master Contract Price Limit shall not exceed \$950,000.00, and can only be increased upon approval by Governor and Executive Council.</p>
Section 2.4	<p>Add new Section 2.4 Contract Discounts</p> <p>Add new:</p> <p style="padding-left: 20px;">2.4.1 Annual User Conference System Automation agrees to provide a \$500.00 per year credit toward travel and expenses for State attendance at the Annual User Conference. Unused credits will not roll over into ensuing years.</p> <p>Add new:</p> <p style="padding-left: 20px;">2.4.3 Software Update Services Discount In the event that on-site labor is required to implement the first release of My License® BackOffice update, System Automation agrees to provide one (1) FTE for a period of one (1) consecutive week on-site labor and support for software installation, software configuration, and training for the update. Prior to this on-site labor, a statement of work will be executed by both parties to reflect the agreed-upon scope of the engagement. The State of New Hampshire will not be required to implement the first release until it is successfully installed and in production at another System Automation client. Any extended support required to complete the implementation of My License® BackOffice after the initial one (1) week consecutive period will be done through remote support by Systems Automation provided under an active maintenance contract, unless otherwise agree to by both parties. In the case where extended support is required to complete implementation of the My License BackOffice release, System Automation Corporation will provide a written proposal and quote response to the State's Statement of Work, and any other information requested in accordance with Section 15.2 Engineering Change Proposal (ECP) process.</p>

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908B-SA
CONTRACT AMENDMENT B**

Attachment F: Software Support Terms of the Agreement, is hereby amended as follows:

1. Amend Section 1 of Attachment F as described in Table 3.

Table 3: Amendment B to Contract 2003-908-SA DAS Professional License Management, Attachment F

Contract #2003-908-SA Attachment F Section Number	AMENDED TEXT
Section 1	<p>Delete Section 1.3.1.2 text:</p> <p style="padding-left: 40px;">1.3.1.2 UPDATE SERVICES If System Automation Corporation's analysis of a problem report determines that it does not come under Standard Maintenance Services, the State will be billed for Non-Standard Maintenance Technical services, as detailed in contract Exhibit B and after prior notice to The State.</p> <p>Replace with:</p> <p style="padding-left: 40px;">1.3.1.2 UPDATE SERVICES If System Automation Corporation's analysis of a problem report determines that it does not come under Standard Maintenance Services, the State will be billed for Non-Standard Maintenance Technical services, as detailed in contract Exhibit B and after prior notice to The State.</p> <p>Notwithstanding the previous paragraph, in the event that on-site labor is required to implement the first release of My License® BackOffice update, System Automation agrees to provide one (1) FTE for a period of one (1) consecutive week on-site labor and support for software installation, software configuration, and training for the update. Prior to this on-site labor, a statement of work will be executed by both parties to reflect the agreed-upon scope of the engagement. The State of New Hampshire will not be required to implement the first release until it is successfully installed and in production at another System Automation client. Any extended support required to complete the implementation of My License® BackOffice after the initial one (1) week consecutive period will be done through remote support by Systems Automation provided under an active maintenance contract, unless otherwise agree to by both parties. In the case where extended support is required to complete implementation of the My License BackOffice release, System Automation Corporation will provide a written proposal and quote response to the State's Statement of Work, and any other information requested in accordance with Section 15.2 Engineering Change Proposal (ECP) process.</p> <p>Add new Section 1.3.1.3 with text:</p> <p style="padding-left: 40px;">1.3.1.3 Annual User Conference System Automation agrees to provide a \$500.00 per year credit toward travel and expenses for State attendance at the Annual User Conference. Unused credits will not roll over into ensuing years.</p>

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908B-SA
CONTRACT AMENDMENT B

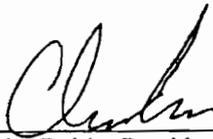
Table 4: Contract 2003-908-SA DAS Professional License Management, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2003-908-SA	Original Contract (Item #12 dated 23 October 2003)	October 22, 2003	Unlimited
Amendment #2003-908A-SA	First Amendment (A) (Item # 24 dated 24 March 2004)	Upon G&C approval	\$711,000.00 (LIMIT)
Amendment #2003-908B-SA	Second Amendment (B)	Upon G&C approval	\$239,000.00
	CONTRACT TOTAL:		\$950,000.00 (LIMIT)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROFESSIONAL LICENSING SYSTEM
FFP MASTER STATEWIDE CONTRACT 2003-908B-SA
CONTRACT AMENDMENT B

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

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



Charles Rubin, President
Systems Automation Corporation
4041 Powder Mill Road
Calverton, MD 20705

Date: 6/3/05



Donald S. Hill, Commissioner
State of New Hampshire
Department of Administrative Services

Date: 6/9/05



State of New Hampshire, Department of Justice, Civil Bureau

Date: 6/9/05



STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY

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

Richard C. Bailey, Jr.
Chief Information Officer

June 9, 2005

Donald S. Hill, Commissioner
State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Dear Commissioner Hill:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your agency's request to amend existing contract 2003-908: Professional Licensing System s described below and referenced as OIT No. 2003-908B

This is a request for approval to amend contract 2003-908 for a statewide professional licensing system including software licensing, maintenance, support, training and installation services. The amendment will be effective upon Governor and Executive Council approval through June 30, 2010. The amount of this amendment is \$950,000.00. This project is set forth in the Department of Administrative Services Strategic Information Technology Plan dated October 2003, Project Name Professional License Management.

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

Sincerely,

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

Richard C. Bailey, Jr.

RB/tlg
OIT 2003908B

cc: Leslie Mason, IT Manager, OIT Logistics
Vicki Tinsley, IT Manager

3/24/04
item #24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
CONTRACT 2003-908-SA DAS PROFESSIONAL LICENSING SYSTEM
CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2003-908, on October 22, 2003, Item 12 (herein after referred to as the "Agreement"), System Automation Corporation (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 Administrative Services (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 the duration of the agreement to June 30, 2005, the Department and the Vendor seek to clarify the Agreement;

WHEREAS, the Department wishes to limit the total contract price to \$711,000.00.

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

State of New Hampshire Contract (Form P-37) is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement (Form P-37) to reflect a new completion date of June 30, 2005.
2. Amend Section 1.8 of the General Provisions of the Agreement (Form P-37) by changing the Price Limitation from UNLIMITED to \$711,000.00.

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

1. Amend Section 4 of Exhibit A as described in Table 1.

Table 1: Amendment A to Contract 2003-908-SA DAS Professional License Management, Exhibit A.

Contract # 2003-908-SA Exhibit A Section Number	AMENDED TEXT
Section 4	<p>Delete section 4.1 and replace with the following:</p> <p>4.1 PERIOD OF PERFORMANCE The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to Governor and Council approval. It shall remain in effect through June 30, 2005 unless otherwise terminated in accordance with this Contract. The State may at its discretion extend each year after that for an additional six (5) years, not to extend beyond June 30, 2010.</p>

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF ADMINISTRATIVE SERVICES
 CONTRACT 2003-908-SA DAS PROFESSIONAL LICENSING SYSTEM
 CONTRACT AMENDMENT A

Exhibit B: Schedule and Pricing

1. Amend Section 2 of Exhibit B as described in Table 2.

Table 2: Amendment A to Contract 2003-908-SA DAS Professional License Management, Exhibit B

Contract # 2003-908-SA Exhibit B Section Number	AMENDED TEXT
Section 2	<p>Delete text:</p> <p>Project costs are based upon the following IT services hourly rates proposed by System Automation Corporation.</p> <p>Replace with:</p> <p>Project costs are based upon the following IT services hourly rates proposed by System Automation Corporation. The funding level of shall not exceed \$711,000.00, and may be increased upon approval by Governor and Executive Council.</p>

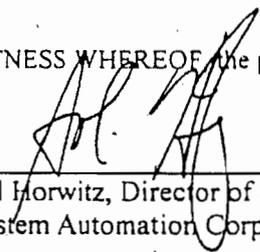
Table 3: Contract 2003 -908-SA DAS Professional License Management, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2003-908-SA	Original Contract	October 22, 2003	Unlimited
Amendment # 2003-908-SA	First Amendment (A)	Upon G&C approval	\$711,000.00
	CONTRACT TOTAL		\$711,000.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
CONTRACT 2003-908-SA DAS PROFESSIONAL LICENSING SYSTEM
CONTRACT AMENDMENT A

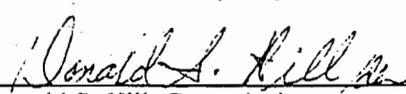
Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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



Sol Horwitz, Director of Contracts
System Automation Corporation

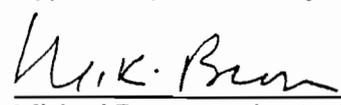
Date: 2/24/04



Donald S. Hill, Commissioner
State of New Hampshire
Department of Administrative Services

Date: 2/25/04

Approved by the Attorney General (form, substance, and execution)



Michael Brown, Senior Assistant Attorney General
State of New Hampshire, Department of Justice
Civil Bureau

Date: 2/25/04

Approved by Governor and Council

Item # 24

Date: 3/24/04



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
State House Annex • Room 120
25 Capitol Street
Concord, New Hampshire 03301

DONALD S. HILL
Commissioner
(603) 271-3201

October 6, 2003

His Excellency, Governor Craig R. Benson
And the Honorable Executive Council
State House
Concord, NH 03301

APPROVED BY	
GOVERNOR AND EXECUTIVE COUNCIL	
DATE:	<u>10/22/03</u>
ITEM #:	<u>12</u>

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a statewide contract with System Automation, Inc. of 4041 Powder Mill Road, Suite 600, Calverton, MD, Vendor Number 89270, for a statewide professional licensing system including software licensing, maintenance, support, training, and installation services from the date of Governor and Council approval through June 30, 2010, with an initial active term of 9 months or until June 30, 2004, whichever comes later, with options to renew at the discretion of the State in annual increments up to an additional six years. Funding shall be provided through individual agency expenditures.

EXPLANATION

Professional License Management was identified in the Statewide Strategic IT Plan (FY 2002-2005) as one of the strategic issues (#3-Electronic Licensing, Permitting and Registration) that will contribute to the development of a robust, effective technology infrastructure.

In the spring of 2002, the NH Board of Nursing and the NH Real Estate Commission expressed an interest in beginning the process to procure a professional license management system. These departments, with several other licensing boards and the Department of Education worked with Administrative Services to publish their licensing and educator information management requirements in an RFP for the purpose of establishing a statewide professional license system.

The basis for the RFP came from two requirements documents that were completed independently of each other. The Department of Education published a Functional Requirements for an Educator Information System in 1998, which they updated in 2001. The consultant firm of Berry, Dunn, McNeil and Parker held two focus group sessions with representatives from State licensing boards during the summer of 2002 from which a requirements document was published.

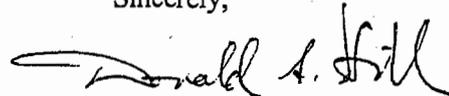
On August 23, 2002, the Department of Administrative Services issued RFP 2003-908 for the purpose of procuring a professional license management system that would meet the needs of most of the state licensing and certification agencies. Business and system requirements for the NH Board of Nursing and the NH Real Estate Commission were outlined in the RFP as specifications for the required product and services. Proposals were received from seven (7) vendors. Four (4) of those vendors indicated by an asterisk (*) on the summary of proposals in the attached table were invited to interviews.

His Excellency, Governor Craig R. Benson
And the Honorable Executive Council
October 6, 2003
Page 2

As a result of those interviews and a careful evaluation of the proposals by a team of five (5) professionals, it was determined that System Automation Corporation can best provide the product and service for the professional license management system required by the state. They were specifically selected based upon their extensive experience installing their off-the-shelf software in professional certification environments, the systems scalability throughout the entire State and quality references.

Future agency contracts will be submitted to the Office of Information Technology and the DAS Bureau of Purchase and Property with a requisition form (P28) for processing and approval. The Board of Nursing and the Real Estate Commission will be implemented initially. Each of these agencies has funding for their implementation.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald S. Hill". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Donald S. Hill
Commissioner

Enclosures

SUMMARY OF PROPOSALS FOR STATEWIDE RFP 2003-908

	Price	Time to implement	Architecture	Other Comments
*Computer Aid Inc.	\$650,000	10 mos	VB, SQL	Good security. Teacher Cert Transfer system (PA)
*Deloitte	\$508,000	4 mos	J2EE, Oracle BEA WebLogic	Teacher cert only. Can do in SQL. Transfer system (MA). Using subs. Good teacher cert experience. No other professional licensing experience.
Dynamics Research Corp.	\$518,000 teacher cert	8 mos	Win2K, SQL, VB, Java Script, XML	Using subs. Uses SEI. Transfer system (OH). System requires major overhaul for us in NH. Sub does not have solid teacher cert experience.
Gulf Computers	\$293,000	6 mos		No teacher cert experience. Build from scratch. Off shore.
*Kyan Research Inc.	\$450,000	9 mos	Win2K, SQL	Transfer system (RI)
*System Automation Corp.	\$447,000	5 mos "back-end" 5 mos -internet	Win2K, SQL, Power Builder	COTS, extensive licensing experience. Next generation is .Net
Versa Systems	\$85,000 plus Oracle costs (\$15K/processor)		Oracle	Little teacher cert experience. Using subs.

EVALUATION MATRIX FOR STATEWIDE RFP 2003-908

Evaluation Criteria	Percent	Computer Aid Inc.	Deloitte Consulting	Dynamics Research Corporation	Gulf Computers	Kyran Research Inc.	System Automation	Versa Systems
Statement of Understanding & Technical Approach	15	9	10	15	13	12	14	9
Technical Response	30	28	20	27	10	26	30	25
Experience	25	23	17	13	15	25	23	9
Capability & Personnel Resumes	20	13	12	11	16	20	18	7
Cost	10	4	6	5	9	7	8	10
Total	100	76	65	66	61	90	93	60

Subject: _____

AGREEMENT

The State of New Hampshire and the Contractor hereby n
GENERAL PROVISIONS

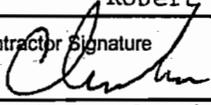
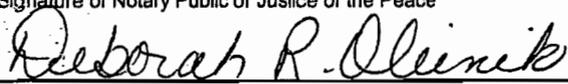
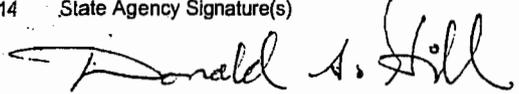
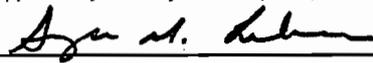
Capped at

\$ 511,000

Capping at \$ 511,000.

Constitutes Amendment A

1. Identification and Definitions.

1.1 State Agency Name DEPARTMENT OF ADMINISTRATIVE SERVICES		1.2 State Agency Address 25 CAPITOL STREET, ROOM 120 CONCORD, NH 03301	
1.3 Contractor Name SYSTEM AUTOMATION CORPORATION		1.4 Contractor Address 4041 POWDERMILL ROAD, CALVERTON, MD 20705	
1.5 Account No.	1.6 Completion Date June 30, 2010	1.7 Audit Date	1.8 Price Limitation Unlimited
1.9 Contracting Officer for State Agency Robert Lawson		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signor CHARLES RUBIN, PRESIDENT	
1.13 Acknowledgment: State of MD , County of Montgomery On 08/29/03 before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name & Title of Notary or Justice of the Peace DEBORAH R. OLEINIK, Notary			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Donald S. Hill, Commissioner Department of Administrative Services	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 9-25-03			
1.18 Approval by the Governor and Council By: _____ On: _____			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			

It is unlawful to make any alteration to the text of this document.
A signature on this document signifies that no alterations have been made to the original text or format.

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the price limitation set forth in block 1.8 of these general provisions.

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

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

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

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

7. PERSONNEL

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

7.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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

8. EVENT OF DEFAULT, REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Contractor notice of termination; and

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid

to the Contractor; and

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed

by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

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

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

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

14. INSURANCE AND BOND.

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

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

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

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

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

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

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

18. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

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

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

21. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding.

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

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



State of New Hampshire

OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor

27 Hazen Drive

Concord, New Hampshire 03301-6506

Telephone: 603-271-3762

Email: randerson@nh.gov

Robert Anderson

Chief Information Officer

October 6, 2003

Commissioner Donald S. Hill
State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord NH 03301

Dear Commissioner Hill:

This letter represents formal notification that the Office of Information Technology (OIT) has reviewed your request. Accordingly, your agency's requested action, as described below and referenced as OIT No. 2003-046D, is hereby approved.

To enter into a statewide contract for a statewide professional licensing system including software licensing, maintenance, support, training, and installation services from the time of Governor and Council approval through June 30, 2004, with options to renew in annual increments up to an additional six years, at the discretion of the State. This project is set forth in the Department's Strategic Information Technology Plan 2002 - 2005, dated December 2001, Project Initiative: *Professional License Management*.

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

Sincerely,

Robert Anderson
Chief Information Officer

RA/lm/seg

Cc: Vicki Tinsley, IT Manager, OIT