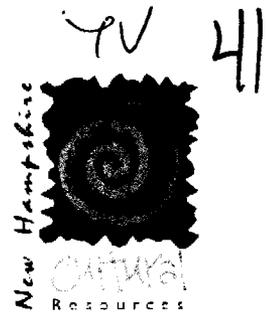




STATE OF NEW HAMPSHIRE
DEPARTMENT of CULTURAL RESOURCES

State Council on the Arts, Division of Historical Resources
State Library, Film & Television Office,
Commission on Native American Affairs (administratively attached)

20 Park Street
Concord, New Hampshire 03301



VAN McLEOD
Commissioner
Van.McLeod@dcr.nh.gov

TEL: 603-271-2540
FAX: 603-271-6826
www.nh.gov/nhculture

June 2, 2014

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

REQUESTED ACTION

Authorize the Department of Cultural Resources to **retro-actively amend a sole-source** contract with Sirsi Corporation, Lehi, Utah, (vendor code 175946) originally approved by Governor and Council on 05/15/02 #46 and amended 04/19/06 #13, 12/13/08 #14 and 05/25/11 #9 for the maintenance and support of the New Hampshire State Library On-line Catalogue System by; 1) increasing the contract amount by \$319,419.54 from \$931,910.49 to \$1,251,330.03; 2) by extending the end date of the hardware and software maintenance from January 31, 2013 through October 31, 2016.

100 % Federal Funds are available as follows:

Funds are available in the account titled Federal Library Programs and contingent upon legislative approval of the next biennium budget as follows:

01-34-340510-7180000-102-500731 Contracts for Program Services

<u>FY 14</u>	<u>FY 15</u>	<u>FY16</u>
176,422.60	70,330.21	72,666.73

Total \$319,419.54

EXPLANATION

The **retro-active, sole source** contract amendment request is for the approval of proprietary software upgrades provided to continue maintenance and support of the New Hampshire State Library On-line Catalogue System. The proposed agreement is sole-source as Sirsi was the original developer of the software and the maintenance and support services are only available through Sirsi. The contract is retro-active due to Sirsi's delays during contract negotiations. These negotiations resulted in a lower cost for the continued software maintenance and upgrades. On good faith, Sirsi continued to provide maintenance support during the negotiations.

In the event federal funds become no longer available general funds will not be requested to support this program

RSA 201-A:22 II (b) mandates the New Hampshire State Library provide a union catalog of state-wide library holdings, NHU-PAC. The NHU-PAC is a core function for the State Library. Its constant, uninterrupted availability to the State's 300 libraries in schools, colleges and municipalities is critical to the smooth and productive library services offered, free of charge, to the State's libraries.

The entire State's libraries population depends on these servers for cataloging, interlibrary loans, and research. Sirsi is responsible for the migration of the data and software that are currently on the two servers. They provide four-hour response time in case of failure.

Respectfully submitted,



Van McLeod
Commissioner
Department of Cultural Resources



Peter Hastings
Commissioner
Department of Information Technology

CONTRACT ASSIGNMENT

THIS ASSIGNMENT is made by and between the Department of Information Technology and the Department of Cultural Resources.

RECITALS

WHERE AS, the Department of Information Technology was previously charged with administering the contract for the SirsiDynix Corporation;

WHERE AS, the Department of Information Technology former functions, powers, duties, and responsibilities included, without limitation, the execution of the contract;

WHERE AS, all functions, powers, duties, and responsibilities of the Department of Information Technology relative to the contract have been transferred to the Department of Cultural Resources;

WHERE AS, the contract agreement executed by the Department of Information Technology continues in operation;

WHERE AS, to the extent the Department of Information Technology is identified as a State agency in the Contracts, the Department of Information Technology desires to assign to the Department of Cultural Resources the Contracts:

NOW, THEREFORE, the parties hereby agree as follows:

ASSIGNMENT OF CONTRACTS. The Department of Information Technology hereby assigns, transfers and sets over unto the Department of Cultural Resources the SirsiDynix Corporation Contract.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

N WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

DEPARTMENT OF CULTURAL RESOURCES

5/5/14 Dated By: Van McLeod
Van McLeod
Commissioner

DEPARTMENT OF INFORMATION TECHNOLOGY

5/5/14 Dated By: Peter C Hastings
Peter C. Hastings
Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
SIRSIDYNIX
CONTRACT AMENDMENT 2006-057 D**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2001-009, on May 15, 2002, Item #46, amended April 19, 2006 item # 13 as #2006-057, amended December 3, 2008 Item #14 and amended May 25, 2011 item #9 (herein after referred to as the "Agreement"), SirsiDynix Corporation (hereinafter referred to as the "Contractor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") of certain sums as specified therein;

WHEREAS, pursuant to the Agreement (section 17 of the Form P-37) and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to assign the Contract to the Department of Cultural Resources;

WHEREAS, the Department wishes to extend the current system maintenance to October 31, 2016;

WHEREAS, the Department wishes to increase the original contract price of \$931,910.49 by **\$319,419.54** to bring the total contract price to **\$1,251,330.03** for maintenance and upgrade of hardware and software through **October 31, 2016**, the Department and the Contractor 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:

Page 1 of the P-37, is hereby amended as follows :

1. Amend Section 1.1 of the First Page of the Contract (P-37) to reflect the Department of Cultural Resources;
2. Amend Section 1.2 of the First Page of the Contract (P-37) to reflect the address of the Department of Cultural Resources: 20 Park Street , Concord, NH 03301;
3. Amend Section 1.6 of the First Page of the Contract (P-37) to reflect a new completion date of October 31, 2016;
4. Amend Section 1.8 of the First Page of the Contract (P-37) to reflect a new price limitation of \$1,251,330.03.
5. Amend Section 1.14 of the First Page of the Contract (P-37) to reflect Van McLeod as the State Agent Signature.
6. Amend Section 1.15 of the First Page of the Contract (P-37) to reflect Van McLeod, Commissioner as the State Agency Name/Title of State Agency Signor.

Exhibit A of the Agreement – Statement of Work is hereby amended as defined in Table 1.

Exhibit B of the Agreement- Firm Fixed Price Payment Schedule is hereby amended as defined in Table 1.

Table 1 Contract Changes

Contract # 2001-009A and 2006-057	AMENDED TEXT
General	All references to the Department of Information Technology throughout the contract shall be amended to read " Department of Cultural Resources. "

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES
RFP 2006-057
CONTRACT AMENDMENT D**

<p>Contract # 2001-009A and 2006-057</p> <p>Exhibit A</p>	<p>AMENDED TEXT</p>
<p>Section 1.2 Period of Performance</p>	<p>ORIGINALLY READ:</p> <p>This Contract shall become effective retroactively from July 1, 2004 upon execution by the Contractor and all legally authorized representatives of the State, including but not limited to, Governor and Executive Council approval, until January 31, 2013 for hardware maintenance, and the Software and upgrade maintenance charge is an annual fee that will be in effect until October 31, 2011 unless either is otherwise terminated in accordance with this Contract.</p> <p>The State of New Hampshire shall have the right to terminate the contract at any time, for any reason, by giving SirsiDynix a thirty (30) day written notice.</p> <p>CHANGED TO:</p> <p>This CONTRACT shall become effective upon execution by the Contractor and all legally authorized representatives of the State, including but not limited to, Governor and Executive Council approval, through October 31, 2016 for hardware maintenance and the software maintenance unless either is otherwise terminated in accordance with this Contract.</p> <p>The State of New Hampshire shall have the right to terminate the contract at any time, for any reason, by giving SirsiDynix a thirty (30) day written notice.</p>
<p>Section 14 Deliverables</p>	<p>DELETE: Annual Maintenance of Proprietary Software through November 1, 2010 though October 31, 2011:</p> <p>AND CHANGE TO: Annual Maintenance of Proprietary Software through October 31, 2016:</p>
<p>Contract # 2001-009A and 2006-057</p> <p>Exhibit B: Firm Fixed Price Payment Schedule</p>	<p>AMENDED TEXT</p>
<p>Introduction</p>	<p>ORIGINALLY READ: We understand this contract will be in effect until October 31, 2013. We also understand that the State can terminate this agreement for any reason by giving thirty (30) days written notice.</p> <p>CHANGED TO: We understand this contract will be in effect until October 31, 2016 for the upgraded hardware and software. We also understand that the State can terminate this agreement, or any portion of this agreement, for any reason by giving thirty (30) days written notice.</p>
<p>Section 2</p> <p>Firm Fixed Price Deliverables Payment Schedule</p>	<p>ADD ADDITIONAL LINES TO THE CHART: FIRM FIXED PRICE PAYMENT SCHEDULE IT SERVICES ON PAGE 2 OF 2:</p>

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES
RFP 2006-057
CONTRACT AMENDMENT D**

<u>Service</u>	<u>Dates</u>	<u>Cost</u>
Annual Horizon Software Maintenance	11/1/2011-10/31/2016	\$98,185.11
Annual Software Maintenance for IPAC and URSA Products	11/1/2011-10/31/2016	\$75,691.95
Annual Third Party Software Maintenance- Sybase	11/1/2011-10/31/2016	\$38,704.31
Annual Hardware Maintenance <ul style="list-style-type: none"> - Sun Fire V880 Server - Storage Tek 2540 M2 Array - Dell Production Server (under warranty to 2/28/2013) 	11/1/2011-1/31/2016 11/1/2011-7/31/2016 3/1/2011-2/28/2013	\$44,200.08
Annual Third Party Subscription- Syndetic Union Catalog	11/1/2011-10/31/2016	\$47,148.57
Annual Subscription for Other SirsiDynix Products (3 months)	11/1/2011-10/31/2016	\$ 9,091.61
Operating System Support –maintenance for second year of hardware performance	11/1/2012-10/31/2016	\$ 6,397.91
	Total increase	\$319,419.54

CONTRACT HISTORY

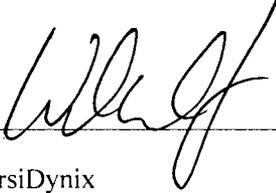
Contract Document	Expiration Date	Amount	G&C Approval
Contract	6/30/2004	\$448,000.00	5/15/2002 Item #46
Amendment A	10/31/2010	\$363,449.17	4/19/2006 Item #13
Amendment B Assignment Only	No Extension 10/31/2010	No Funding Increase	12/3/2008 Item #14
Amendment C	1/31/2013	\$120,461.32	5/25/2011 Item #9
Amendment D	10/13/2016	\$319,419.54	Upon G&C Approval
	Contract Total	\$1,251,330.03	

Notwithstanding any other provision of this contract, in no event shall the total payment made by the State exceed \$1,251,330.03.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES
RFP 2006-057
CONTRACT AMENDMENT D

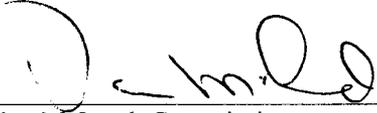
Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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



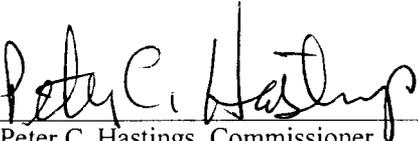
SirsiDynix

Date: 5/9/14



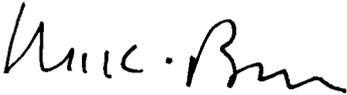
Van McLeod, Commissioner
State of New Hampshire
Department of Cultural Resources

Date: 5/23/14



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

Date: 5/22/14



State of New Hampshire
Department of Justice

Date: 4/3/14

CERTIFICATE OF VOTE
(Corporation with Seal)

I, J. Scott Askew, General Counsel of the
(Corporation Representative Name) (Corporation Representative Title)

Sirsi Corporation, do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting General Counsel of the
(Corporation Representative Title)

Sirsi Corporation, a Delaware corporation (the
"Corporation");
(Corporation Name) (State of Incorporation)

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

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

1st day of October, 2011, which meeting was duly held in accordance with

Delaware law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain software services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

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

William Davison Jr President Name

_____ Vice President Name

_____ Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the General Counsel
(Title)

of the Corporation and have affixed its corporate seal this 9th day of May, 2014.

[Signature]
(Title) General Counsel

(Seal)

STATE OF Utah

COUNTY OF Utah

On this the 9th day of May, 2014, before me, Alyssa Brande the undersigned officer,
personally appeared Scott Askew, who acknowledge her/himself to be the

General Counsel, of Sirsi Corporation dba SirsiDynix, a corporation, and that
she/he, as
(Title) (Name of Corporation)

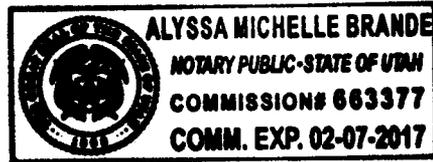
such General Counsel being authorized to do so, executed the foregoing instrument for the
(Title)

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

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

Alyssa Michelle Brande
Notary Public/Justice of the Peace

My Commission expires: 02-07-2017



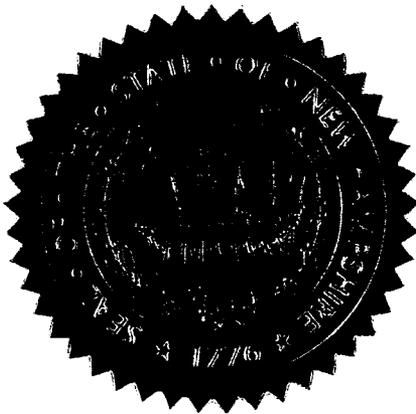
Судебный отдел
Кавказского округа
Судебного управления
Судебного управления



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 SIRSI CORPORATION a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 15, 2002. 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 27th day of May, A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/4/2014

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

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

PRODUCER Diversified Insurance Group 136 E. South Temple Street Suite 2300 Salt Lake City UT 84111	CONTACT NAME: Pam Christensen PHONE (A/C No. Ext): (801) 325-5000 FAX (A/C No): (801) 532-2804 E-MAIL ADDRESS: pchristensen@diversifiedinsurance.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Great Northern Insurance</td> <td>20303</td> </tr> <tr> <td>INSURER B:</td> <td>Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C:</td> <td>Chubb Indemnity Ins Co.</td> <td>12777</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great Northern Insurance	20303	INSURER B:	Federal Insurance Company	20281	INSURER C:	Chubb Indemnity Ins Co.	12777	INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Great Northern Insurance	20303																			
INSURER B:	Federal Insurance Company	20281																			
INSURER C:	Chubb Indemnity Ins Co.	12777																			
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Sirsi Corporation SirsiDynix; Dewey Holding Company 3300 N. Ashton Blvd, #500 Lehi UT 84043																					

COVERAGES **CERTIFICATE NUMBER:** 2014 Liability **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			35988036	3/1/2014	5/1/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73578677	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Hired Collision	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			79887790	3/1/2014	3/1/2015	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			71739842	3/1/2014	3/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHE-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Errors & Omissions Liab. [claims made form]			35988036 Retro Date: 9/14/1999	3/1/2014	5/1/2015	Limit	3,000,000
							Ded.	100,000

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

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire State Library
 NHAIS Services
 20 Park Street
 Concord, NH 03301-6314

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

AUTHORIZED REPRESENTATIVE

Pam Christensen/PC

Pamela M Christensen



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Peter C. Hastings
Commissioner

My 22, 2014

Van McLeod
Commissioner
Department of Cultural Resources
State of New Hampshire
20 Park Street
Concord, NH 03301

Dear Commissioner McLeod:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the request to enter into contract amendment for the New Hampshire State Library System, with SirsiDynix Corporation, (vendor number 175946), as described below and referenced as OIT No. 2006-057D.

This is a request to enter into a contract amendment for the continued maintenance and support of the New Hampshire State Library system. The contract is amended to retroactively extend the software maintenance and support from October 31, 2013 through October 31, 2016 for hardware and software maintenance support increasing the contract cost by \$319,419.54 from \$931,910.49 to \$1,251,330.03, effective upon Governor and Executive Council approval.

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

Sincerely,

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

Peter C. Hastings

PCR/dcp
DoIT 2006-057D

cc: Kathleen Stanick, Business Administrator, Department of Cultural Resources
Dave Perry, CPM, IT Manager-Contracts, Department of Information Technology

CONSENT TO ASSIGNMENT

Sirsi Corporation, of Lehi, UT (Vendor #175046) consents to the assignment of Contract #2006-057 (formerly 2001-009) New Hampshire Union-Public Access Catalog contract, to the Department of Cultural Resources from the Department of Information Technology.

This contract assignment shall be effective upon Governor and Executive Council approval.

State of New Hampshire
Department of Information Technology:

By: *Peter C. Hastings*
Peter C. Hastings, Commissioner

Date: 5/22/14

State of New Hampshire
Department of Cultural Resources:

By: *Van McLeod*
Van McLeod, Commissioner

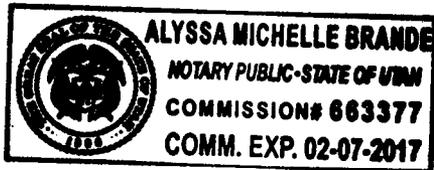
Date: _____

Sirsi Corporation:

By: *William Davison Jr.*
William Davison Jr

Title: Chief Executive Officer

Date: May 20, 2014



(Seal)

STATE OF Utah

COUNTY OF Utah

On this the 20th day of May, 2014, before me, William Davison Jr., the undersigned Officer, personally appeared and acknowledged her/himself to be the CEO, of Sirsi Corporation, a corporation, and that she/he, as such CEO being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as William Davison Jr., CEO.

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

Alyssa Michelle Brande

Notary Public/Justice of the Peace:

Alyssa Michelle Brande





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

5/25/11

S. William Rogers
 Acting Commissioner

April 26, 2011

#9

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

REQUESTED ACTION

Authorize the Department of Information Technology, on behalf of the Department of Cultural Resources, to enter into a **RETROACTIVE, SOLE SOURCE** contract amendment (contract #2006-057C) with SirsiDynix Corporation for maintenance and support of the New Hampshire State Library On-line Catalogue System by: 1) increasing the contract amount by \$120,461.32 from \$811,449.17 to \$931,910.49; 2) by extending the end date for the software maintenance from October 31, 2010 to October 31, 2011; and 3) by including hardware maintenance through January 31, 2013. The original contract was approved by Governor and Council on May 15, 2002, Item # 46 and amended on April 19, 2006, Item #13 and December 13, 2008, # 14. **51.47% Other (Agency Class 027) funds: the Agency Class 027 used by the Department of Cultural Resources to reimburse DoIT and 48.53% Federal Funded.**

Funds for Fiscal Year 2011 are available as follows:

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT# DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -OBJ (ACCOUNT DESC	AMOUNT
2011	01-34-34-340010-71800000-500731 Program Support	\$58,461.32
2011	01-03-03-030010-76340000-500177 Software Maintenance	\$62,000.00
	GRAND TOTAL	\$120,461.32

EXPLANATION

The **Retroactive, Sole Source** contract amendment request is for approval of the installation of the new server and **proprietary software** upgrades provided to continue maintenance and support of the New Hampshire State Library On-line Catalogue System. The proposed agreement is **sole source** because SirsiDynix was the original developer of the software and the maintenance and support services are **only** available through SirsiDynix. The contract is **retroactive** due to SirsiDynix' delays during contract negotiations. These negotiations for better pricing resulted in a quote approximately \$10,000 lower for the new hardware, with maintenance, and continued software maintenance and upgrades. SirsiDynix was also delayed in their preparation of the required contract documents and in acquiring the proper certificates for Governor and Council submissions.

Spoke to
 Mickey
 5/26/11
 Reg 019248
 PO. 1015789

April 26, 2011

Page 2

During February 2011, a new Sun Production Server with staging and installation services was implemented along with an upgrade of the proprietary software. The server has a warranty of one year and follow on maintenance until October 31, 2012. The software maintenance and support is an annual cost which is effective November 1, 2010 through October 31, 2011. Since 2006, SirsiDynix has supported the New Hampshire State Library On-line Catalogue System.

RSA 201-A:22 II (b) mandates the New Hampshire State Library provide a union catalog of statewide library holdings, (NHU_PAC). The NHU-PAC is a core function for the State Library. Its constant uninterrupted availability to the State's 300 libraries in schools, colleges, and municipalities is critical to the smooth and productive library services offered, free of charge, to the State's libraries.

The servers that support NHU-PAC had gone beyond their end of life and were upgraded to ensure they are covered by the State contract with SirsiDynix for a four hour response time in case of failure. The entire State's libraries population depends on these servers for cataloging, interlibrary loans, and research. SirsiDynix is also responsible for the migration of the data and software that are currently on the two servers.

The complex integrated structure of this proprietary software and the hardware system cannot be split into two parts without a loss of functionality for the NHU-PAC. Having two sources of maintenance for a complex integrated system, the Horizon Information Portal, a Dynix registered trademark, would delay any repairs needed to bring the system back to a functioning state. The effect of a system failure would be felt in the municipalities that would have to increase their budgets to provide the library services that are augmented by the NHU-PAC.

DCR estimates that the 51.47% Other Funds will be General Funded out of their Class 027 appropriation and the 48.53% will be Federally Funded.

It is requested that approval of this action be given as detailed.

Respectfully submitted,



S. William Rogers
Acting Commissioner
Department of Information Technology



Van McLeod
Commissioner
Department of Cultural Resources

SWR/efg

cc: Kathleen Stanick, Business Administrator, Department of Cultural Resources



STATE OF NEW HAMPSHIRE

• DEPARTMENT OF INFORMATION TECHNOLOGY •

27 Hazen Dr., Concord, NH 03301

Fax: 603-271-1516 TDD Access: 1-800-735-2964

www.nh.gov/doit

S. William Rogers
Acting Commissioner

April 22, 2011

Van McLeod
Commissioner
Department of Cultural Resources
State of New Hampshire
20 Park Street
Concord, NH 03301

Dear Commissioner McLeod:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the request to enter into a **Retroactive, Sole Source** contract amendment (2006-057C) for the New Hampshire State Library System, with SirsiDynix Corporation, (vendor number 175946); 400 W. Dynix Drive, Provo, Utah 84604 as described below and referenced as OIT No. 2006-057C.

This is a request to enter into a RETROACTIVE, SOLE SOURCE, proprietary Contract amendment for the continued maintenance and support of the New Hampshire State Library system. The contract is amended to retroactively extend the software maintenance and support from November 1, 2010 through October 31, 2011, and the hardware maintenance and support for the server through January 31, 2013, increasing the contract cost by \$120,461.32 from \$811,449.17 to \$931,910.49, effective upon Governor and Executive Council approval. The original contract was approved by Governor and Council on May 15, 2002, Item # 46, and amended on April 19, 2006, Item # 13 and December 13, 2008, Item #14.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "S. Rogers".

S. William Rogers

SWR/efg
DoIT 2006-057C

cc: Kathleen Stanick, Business Administrator, Department of Cultural Resources
Eileen Grimmer, CPM, IT Manager-Contracts, Department of Information Technology

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
SIRSIDYNIX
CONTRACT AMENDMENT 2006-057 C**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2001-009, on May 15, 2002, Item #46, amended April 19, 2006 item # 13 as #2006-057, and amended December 3, 2008 Item #14 (herein after referred to as the "Agreement"), SirsiDynix (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 Cultural Resources (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, the Department wishes to extend the current system maintenance to October 31, 2011;

WHEREAS, the Department wishes to purchase, from SirsiDynix, a new server configured and implemented by SirsiDynix with the upgrade to the their proprietary software system, including hardware maintenance through January 31, 2013;

WHEREAS, the Department wishes to increase the original contract price of \$811,449.17 by **\$120,461.32** to bring the total contract price to \$931,910.49 for maintenance and upgrade of software through October 31, 2011 and hardware maintenance through January 31, 2013, 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:

All references to Office of Information Technology will be changed to Department of Information Technology.

Page 1 of the P-37, is hereby amended as follows :

1. Amend Section 1.6 of the First Page of the Contract (P-37) to reflect a new completion date of January 31, 2013.
2. Amend Section 1.8 of the First Page of the Contract (P-37) to reflect a new price limitation of \$931,910.49.
3. Amend Section 1.14 of the First Page of the Contract (P-37) to reflect S. William Rogers as the State Agent Signature.
4. Amend Section 1.15 of the First Page of the Contract (P-37) to reflect S. William Rogers, Acting Commissioner as the State Agency Name/Title of State Agency Signor.

Exhibit A of the Agreement – Statement of Work is hereby amended as defined in Table 1.

Exhibit B of the Agreement- Firm Fixed Price Payment Schedule is hereby amended as defined in Table 1.

Table 1 Contract Changes

Contract # 2001-009A and 2006-057	AMENDED TEXT
Exhibit A	
Section 1.2 Period of Performance	ORIGINALLY READ: This CONTRACT shall become effective retroactively from July 1, 2004 upon execution by the Contractor and all legally authorized representatives of the State, including but not

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES
RFP 2001-009A
CONTRACT AMENDMENT B**

	<p>limited to, Governor and Executive Council approval, until October 31, 2010, unless otherwise terminated in accordance with this Contract.</p> <p>The State of New Hampshire shall have the right to terminate the contract at any time, for any reason, by giving SirsiDynix a thirty (30) day written notice.</p> <p>CHANGED TO:</p> <p>This CONTRACT shall become effective retroactively from July 1, 2004 upon execution by the Contractor and all legally authorized representatives of the State, including but not limited to, Governor and Executive Council approval, until January 31, 2013 for hardware maintenance, and the Software and upgrade maintenance charge is an annual fee that will be in effect until October 31, 2011 unless either is otherwise terminated in accordance with this Contract.</p> <p>The State of New Hampshire shall have the right to terminate the contract at any time, for any reason, by giving SirsiDynix a thirty (30) day written notice.</p>
<p>Section 14 Deliverables</p>	<p>ADD: Annual Maintenance of Proprietary Software November 1, 2010 through October 31, 2011:</p> <ul style="list-style-type: none"> a. Annual Horizon Software Maintenance b. Annual Software Maintenance for IPAC and URSA Products c. Annual Third Party Software Maintenance- Sybase d. Annual Hardware Maintenance- Sun Fire V880 Server and Dell Production Server e. Annual Third Party Subscription- Syndetic Union Catalog f. Annual Subscription for other SirsiDynix Products (3 month period) g. Annual Subscription Maintenance –Network Service Administration <p>Server and Software Upgrade and maintenance for SirsiDynix Proprietary System February 28, 2011 through October 31, 2011</p> <ul style="list-style-type: none"> a. Implementation Services- Installation <ul style="list-style-type: none"> -Horizon Platform Migration (remote) -Project Management b. Sun Production Server with staging and installation services for upgrade <ul style="list-style-type: none"> -SUN Enterprise M4000 Two 2.15GHz SPARC64 VI Processors, 16GB DDR2 SDRAM Redundant power supply, Two 146 GB SAS disk drives Sun Storage Tek 2540 array, Single RAID controller, Six 300 GB SAS Disk drives , internal DVD-ROM drive, No Graphics Card, External LT04 1U rack mount tape drive, Upgrade warranty to Premier System Support-1 year Solaris 10 11/06 Media Shipping included -Hardware staging –setup, RAID setup, operation system installation and latest operating system updates -Remote Hardware installation- Dependent on server staged at SirsiDynix. Telephone customer assistance with unboxing equipment, physical placement of server, rack mounting, cable connections, UPS setup/configuration and verifying remote connectivity. c. Operating System Support –maintenance for second year of hardware performance <p>Second Year Amount New Hardware maintenance</p>

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES
RFP 2001-009A
CONTRACT AMENDMENT B**

<p>Contract # 2001-009A and 2006-057</p> <p>Exhibit B: Firm Fixed Price Payment Schedule</p>	<p>AMENDED TEXT</p>																																																		
<p>Introduction</p>	<p>ORIGINALLY READ: We understand this contract will be in effect until October 31, 2010. We also understand that the State can terminate this agreement for any reason by giving thirty (30) days written notice.</p> <p>CHANGED TO: We understand this contract will be in effect until October 31, 2013 for the upgraded hardware and until October 31, 2011 for the upgraded software. We also understand that the State can terminate this agreement for any reason by giving thirty (30) days written notice.</p>																																																		
<p>Section 2</p> <p>Firm Fixed Price Deliverables Payment Schedule</p>	<p>Add to the CHART on page 2 of 2 to READ:</p> <table border="1" data-bbox="500 840 1533 1780"> <thead> <tr> <th>Service</th> <th>Dates</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>Annual Horizon Software Maintenance</td> <td>11/1/2010-10/31/2011</td> <td>\$17,517.27</td> </tr> <tr> <td>Annual Software Maintenance for IPAC and URSA Products</td> <td>11/1/2010-10/31/2011</td> <td>\$12,999.64</td> </tr> <tr> <td>Annual Third Party Software Maintenance- Sybase</td> <td>11/1/2010-10/31/2011</td> <td>\$ 6,734.00</td> </tr> <tr> <td>Annual Hardware Maintenance</td> <td></td> <td></td> </tr> <tr> <td> - Sun Fire V880 Server</td> <td>11/1/2010-1/31/2011</td> <td>\$ 1,292.21</td> </tr> <tr> <td> - Dell Production Server (under warranty to 2/28/2011)</td> <td>3/1/2011-10/31/2011</td> <td>\$ 703.20</td> </tr> <tr> <td>Annual Third Party Subscription- Syndetic Union Catalog</td> <td>11/1/2010-10/31/2011</td> <td>\$ 8,203.18</td> </tr> <tr> <td>Annual Subscription for Other SirsiDynix Products (3 months)</td> <td>11/1/2010-1/31/2011</td> <td>\$ 650.00</td> </tr> <tr> <td>Annual Subscription Maintenance -Network Service Administration</td> <td>11/1/2010-10/31/2011</td> <td>\$ 261.82</td> </tr> <tr> <td></td> <td style="text-align: right;">Subtotal</td> <td>\$ 48,361.32</td> </tr> <tr> <td>Implementation Services</td> <td></td> <td>\$ 3,000.00</td> </tr> <tr> <td>Sun Production Server</td> <td>2/1/2011</td> <td>\$ 62,420.00</td> </tr> <tr> <td> - with staging and installation services for upgrade</td> <td></td> <td>\$ 1,130.00</td> </tr> <tr> <td>Operating System Support (9 months new rate)</td> <td>2/1/2011-10/31/2011</td> <td>\$ 2,680.00</td> </tr> <tr> <td></td> <td style="text-align: right;">Subtotal</td> <td>\$ 69,230.00</td> </tr> </tbody> </table>			Service	Dates	Cost	Annual Horizon Software Maintenance	11/1/2010-10/31/2011	\$17,517.27	Annual Software Maintenance for IPAC and URSA Products	11/1/2010-10/31/2011	\$12,999.64	Annual Third Party Software Maintenance- Sybase	11/1/2010-10/31/2011	\$ 6,734.00	Annual Hardware Maintenance			- Sun Fire V880 Server	11/1/2010-1/31/2011	\$ 1,292.21	- Dell Production Server (under warranty to 2/28/2011)	3/1/2011-10/31/2011	\$ 703.20	Annual Third Party Subscription- Syndetic Union Catalog	11/1/2010-10/31/2011	\$ 8,203.18	Annual Subscription for Other SirsiDynix Products (3 months)	11/1/2010-1/31/2011	\$ 650.00	Annual Subscription Maintenance -Network Service Administration	11/1/2010-10/31/2011	\$ 261.82		Subtotal	\$ 48,361.32	Implementation Services		\$ 3,000.00	Sun Production Server	2/1/2011	\$ 62,420.00	- with staging and installation services for upgrade		\$ 1,130.00	Operating System Support (9 months new rate)	2/1/2011-10/31/2011	\$ 2,680.00		Subtotal	\$ 69,230.00
Service	Dates	Cost																																																	
Annual Horizon Software Maintenance	11/1/2010-10/31/2011	\$17,517.27																																																	
Annual Software Maintenance for IPAC and URSA Products	11/1/2010-10/31/2011	\$12,999.64																																																	
Annual Third Party Software Maintenance- Sybase	11/1/2010-10/31/2011	\$ 6,734.00																																																	
Annual Hardware Maintenance																																																			
- Sun Fire V880 Server	11/1/2010-1/31/2011	\$ 1,292.21																																																	
- Dell Production Server (under warranty to 2/28/2011)	3/1/2011-10/31/2011	\$ 703.20																																																	
Annual Third Party Subscription- Syndetic Union Catalog	11/1/2010-10/31/2011	\$ 8,203.18																																																	
Annual Subscription for Other SirsiDynix Products (3 months)	11/1/2010-1/31/2011	\$ 650.00																																																	
Annual Subscription Maintenance -Network Service Administration	11/1/2010-10/31/2011	\$ 261.82																																																	
	Subtotal	\$ 48,361.32																																																	
Implementation Services		\$ 3,000.00																																																	
Sun Production Server	2/1/2011	\$ 62,420.00																																																	
- with staging and installation services for upgrade		\$ 1,130.00																																																	
Operating System Support (9 months new rate)	2/1/2011-10/31/2011	\$ 2,680.00																																																	
	Subtotal	\$ 69,230.00																																																	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES
RFP 2001-009A
CONTRACT AMENDMENT B**

	Operating System Support –maintenance for second year of hardware performance	11/1/2011-10/31/2012	\$ 2,870.00
		Subtotal	\$ 2,870.00
		Total increase	\$120,461.32

Notwithstanding any other provision of this contract, in no event shall the total payment made by the State exceed \$931,910.49.

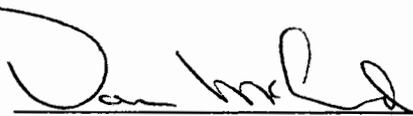
Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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



Date: 3/30/11

SirsiDynix



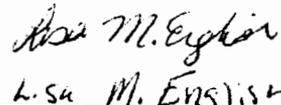
Date: 4/21/11

Van McLeod, Commissioner
State of New Hampshire
Department of Cultural Resources



Date: 4/5/12/2011

S. William Rogers, Acting Commissioner
State of New Hampshire
Department of Information Technology



Date: 5/11/2011

Lisa M. English
State of New Hampshire
Department of Justice

State of New Hampshire
Department of State

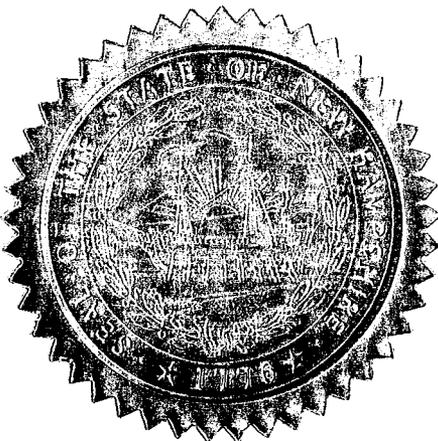
CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SIRSI CORPORATION, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 15, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April, A.D. 2011



William M. Gardner
Secretary of State





SIRSI CORPORATION

UNANIMOUS CONSENT IN LIEU OF MEETING OF THE BOARD OF DIRECTORS OF SIRSI CORPORATION

January 12, 2009

The undersigned, being all of the members of the Board of Directors of Sirsi Corporation (the "Company"), a Delaware corporation, hereby consent to the adoption of the following resolution without a meeting:

Corporate Action

RESOLVED that following person shall serve as officer of the Company, to hold the office set forth opposite their name until removed by the Board, resignation or until their successor shall have been duly elected or appointed and shall quality, or as otherwise provided in the bylaws of the Company:

Name: John Gardiner Title: Treasurer

FURTHER ACTION:

RESOLVED, that the Treasurer is hereby authorized, empowered and directed, in the name of the Company, to make all such arrangements, to take all such further action, to cause to be prepared and filed all such documents, to make all expenditures and incur all expenses and to execute and deliver, in the name of and on behalf of the Company, all agreements, instruments, documents or certificates, including without limitation, officers' certificates, as the officer may deem necessary, appropriate or advisable in order to fully effectuate the purpose of each and all of the Board's resolutions and the execution by the above officer of any such agreement, instrument, document or certificate or the payment of any such expenditures or expenses or the doing by the officer of any act in connection with the foregoing matters shall conclusively establish the officer's authority therefore from the Company and the approval and ratification by the Company of the agreement, instrument, document or certificate so executed, the expenses or expenditures so paid and the action so taken;

RESOLVED, that any and all actions theretofore taken by the above individual in the capacity of an officer of the Company in connection with the matters contemplated by the foregoing resolutions be, and they hereby are, adopted, approved, ratified and confirmed in all respects

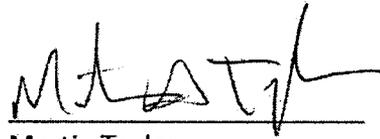
as fully as if such actions had been presented to the Board for its approval prior to such action being taken;

RESOLVED, that the actions taken by this Unanimous Written Consent shall have the same force and effect as if taken by the undersigned at a meeting of the Board duly called and constituted pursuant to the bylaws of the Company and the applicable laws of the State of Delaware;

RESOLVED, that this Unanimous Written Consent of the Board in Lieu of Meeting may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Unanimous Written Consent of the Board in Lieu of Meeting.

IN WITNESS WHEREOF, the undersigned directors have executed this Unanimous Written Consent of the Board in Lieu of Meeting as of the date set forth above

Robert Smith



Martin Taylor

Brian Sheth

Gary Rautenstrauch

Christian Sowul

as fully as if such actions had been presented to the Board for its approval prior to such action being taken;

RESOLVED, that the actions taken by this Unanimous Written Consent shall have the same force and effect as if taken by the undersigned at a meeting of the Board duly called and constituted pursuant to the bylaws of the Company and the applicable laws of the State of Delaware;

RESOLVED, that this Unanimous Written Consent of the Board in Lieu of Meeting may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Unanimous Written Consent of the Board in Lieu of Meeting.

IN WITNESS WHEREOF, the undersigned directors have executed this Unanimous Written Consent of the Board in Lieu of Meeting as of the date set forth above

Robert Smith

Martin Taylor



Brian Sketh

Gary Rautenstrauch

Christian Sowul

as fully as if such actions had been presented to the Board for its approval prior to such action being taken;

RESOLVED, that the actions taken by this Unanimous Written Consent shall have the same force and effect as if taken by the undersigned at a meeting of the Board duly called and constituted pursuant to the bylaws of the Company and the applicable laws of the State of Delaware;

RESOLVED, that this Unanimous Written Consent of the Board in Lieu of Meeting may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Unanimous Written Consent of the Board in Lieu of Meeting.

IN WITNESS WHEREOF, the undersigned directors have executed this Unanimous Written Consent of the Board in Lieu of Meeting as of the date set forth above



Robert Smith

Martin Taylor

Brian Sheth

Gary Rautenstrauch

Christian Sowul

as fully as if such actions had been presented to the Board for its approval prior to such action being taken;

RESOLVED, that the actions taken by this Unanimous Written Consent shall have the same force and effect as if taken by the undersigned at a meeting of the Board duly called and constituted pursuant to the bylaws of the Company and the applicable laws of the State of Delaware;

RESOLVED, that this Unanimous Written Consent of the Board in Lieu of Meeting may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Unanimous Written Consent of the Board in Lieu of Meeting.

IN WITNESS WHEREOF, the undersigned directors have executed this Unanimous Written Consent of the Board in Lieu of Meeting as of the date set forth above

Robert Smith

Martin Taylor

Brian Sheth

Gary Rautenstrauch



Christian Sowul

as fully as if such actions had been presented to the Board for its approval prior to such action being taken;

RESOLVED, that the actions taken by this Unanimous Written Consent shall have the same force and effect as if taken by the undersigned at a meeting of the Board duly called and constituted pursuant to the bylaws of the Company and the applicable laws of the State of Delaware;

RESOLVED, that this Unanimous Written Consent of the Board in Lieu of Meeting may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Unanimous Written Consent of the Board in Lieu of Meeting.

IN WITNESS WHEREOF, the undersigned directors have executed this Unanimous Written Consent of the Board in Lieu of Meeting as of the date set forth above

Robert Smith

Martin Taylor

Brian Sheth



Gary Rautenstrauch

Christian Sowul



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2011

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

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

PRODUCER Diversified Insurance Group 136 E. South Temple Street Suite 2300 Salt Lake City UT 84111	CONTACT NAME: Pam Christensen PHONE (A/C, No, Ext): (801) 325-5000 FAX (A/C, No): (801) 532-2804 E-MAIL ADDRESS: pchristensen@diversifiedinsurance.com PRODUCER CUSTOMER ID #: 00005466
	INSURER(S) AFFORDING COVERAGE
INSURED Sirsi Corporation dba: Sirsi Dynix 400 West 5050 North Provo UT 84604	INSURER A: Travelers Indemnity of America 25666
	INSURER B: Travelers Indemnity of CT 25682
	INSURER C: Travelers Indemnity of Illinois
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER: 2011** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			630-3849P86A-11-TIA	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			BA-3849P86A-11-TCT	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						Hired Auto Liability \$ 1,000,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						Non Owned Combined Single \$ 1,000,000
	<input checked="" type="checkbox"/>						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP-3849P86A-11-TCT	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-8544L310-11-TIL	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions Liab. [claims made form]			TE08302513	1/1/2011	1/1/2012	Ded. \$100,000. ea claim 3,000,000

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

CERTIFICATE HOLDER New Hampshire State Library NHAIS Services 20 Park Street Concord, NH 03301-6314	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Pam Christensen/PC <i>Pamela M Christensen</i>





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

G+C
12/3/08
#14

Richard C. Bailey, Jr.
Chief Information Officer

November 19, 2008

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) to accept the assignment of a contract (#2006-057) with Dynix Corporation, (vendor #112426) Provo, Utah, to Sirsi Corporation DBA SirsiDynix (Vendor # 132461) Provo, Utah for continued maintenance and support of the New Hampshire State Library System, effective upon Governor and Council approval. The original contract was approved by Governor and Council on May 15, 2002, Item #46 and amended April 19, 2006, Item # 13. No additional funding is required.

EXPLANATION

This contract amendment request is to accept the transfer of the existing contract to Sirsi Corporation DBA SirsiDynix from Dynix Corporation for the assignment of the maintenance and support of the New Hampshire Library System with no additional funding or extension of time requested. In the end of 2006 Sirsi Corporation purchased Dynix Corporation.

Recently the SirsiDynix remittance center was transferred from one location to another in Chicago, Illinois and it no longer accepted remittance checks in the name of Dynix. The checks were returned to the State of New Hampshire and negotiations occurred which uncovered the name change. The original contract, approved and amended by Governor and Council, has sufficient funds encumbered through October 31, 2010. During the entire period of the contract since 2006, SirsiDynix has continued to support the New Hampshire State Library system.

The vendor's consent to assignment of the contract to SirsiCorporation DBA SirsiDynix is also attached.

Respectfully submitted,

Richard C. Bailey, Jr.

RCB/efg
2006-057

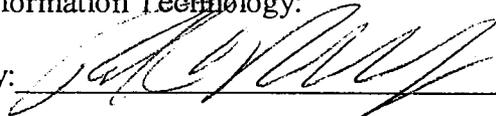
CONSENT TO ASSIGNMENT

The Department of Information Technology ("STATE") hereby conditionally consents to Dynix's assignment of the Dynix New Hampshire State Library System contract approved by Governor and Council on April 19, 2006, to Sirsi Corporation DBA SirsiDynix.

This consent to assignment is conditioned upon Sirsi Corporation DBA SirsiDynix's assuming full responsibility for performance of the entire aforementioned contract, including but not limited to, any and all obligations and liabilities under the contract.

Subject to the conditions contained herein. This contract assignment shall be effective November 19, 2008.

Department of Information Technology:

By: 

Title: Chief Information Officer

Date: 19 Nov 08

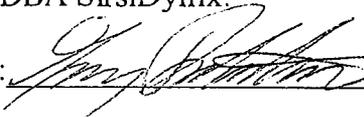
Dynix Corporation:

By: 

Title: CEO

Date: 17 November 2008

Sirsi Corporation DBA SirsiDynix:

By: 

Title: CEO

Date: 17 November 2008

ACKNOWLEDGEMENT

COUNTY OF UTAH)
: §
STATE OF UTAH)

Before me, on this 17 day of November, 2008, personally appeared Gary Rostenstruch, and acknowledged her/himself to be the CEO of Dynix Corporation, a Utah corporation AND Sirsi Corporation dba SirsiDynix, a Delaware corporation, and that s/he, as such being authorized to do so, executed the foregoing instrument.

Melanie M. Adams
Notary Public



S
E
A
L

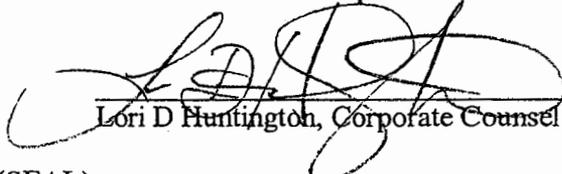
[Signature]
Approval by Attorney General (Form, Substance and Execution)

CERTIFICATE
(Corporation With Seal)

I, Lori D. Huntington, do hereby represent and certify that:

- (1) I am Legal Counsel of Sirsi Corporation dba SirsiDynix, a Delaware 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 signature of CEO Gary Rautenstrauch 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.
- (5) 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 Legal Counsel of the Corporation and have affixed its corporate seal this 17 November, 2008.



Lori D Huntington, Corporate Counsel
(SEAL)

STATE OF UTAH

COUNTY OF UTAH

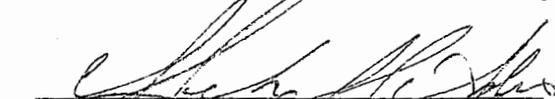
On this the 17 day of November, 2008, before me,

Lori D Huntington, personally appeared and acknowledged herself

to be the Legal Counsel, of Sirsi Corporation dba SirsiDynix a Delaware corporation, and that she/he, as such being authorized to do so,

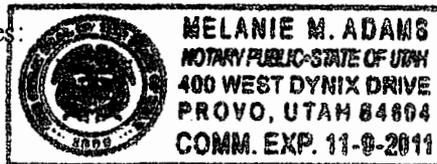
executed the foregoing instrument.

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



Notary Public/Justice of the Peace

My Commission Expires:





STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY

© 11461

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

etc 9/17/06
#13
2006-057
FKER

Richard C. Bailey, Jr.
Chief Information Officer

March 15, 2006

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

REQUESTED ACTION

- 1.) Authorize the Office of Information Technology (OIT) to accept the assignment of a contract (#2001-009) with epixtech, Inc., (vender #112426) Provo, Utah, from the Department of Cultural Resources (DCR) for maintenance and support of the New Hampshire State Library System, effective upon Governor and Council approval.
- 2.) Further authorize OIT to accept the assignment of the contract agreement noted above from epixtech, Inc. to Dynix Corporation, (vender #112426), Provo, Utah 84604, effective upon Governor and Council approval.
- 3.) Further authorize the Office of Information Technology (OIT) to enter into a **RETROACTIVE, SOLE SOURCE** contract amendment (contract #2006-057) with Dynix Corporation for maintenance and support of the New Hampshire State Library System by: 1) increasing the contract amount by \$363,449.17 from \$448,000.00 to \$811,449.17, 2) by extending the end date from June 30, 2004 to October 31, 2010, and 3) by adding deliverables to section 14. The original contract was approved by Governor and Council on May 15, 2002, Item #46. 84.9% Other Funds, 15.1% Federal Funds.

Funding is available in OIT account, Operations Division, and Department of Cultural Resources account, Federal Library Programs, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, contingent on continued budget authorization.

Fiscal Year	Account	Job #	Budget line number	Additional Funded
2006	010-034-7180-099		01060205	\$ 55,040.28
	010-003-1670-024	03950105	3343	\$ 54,000.00
	010-003-1670-024		3346	\$ 1,779.48
2007	010-003-1670-024	03950105	4472	\$ 54,000.00
	010-003-1670-024		4475	\$ 4,565.45
2008	010-003-1670-024			\$ 61,493.72

2009	010-003-1670-024			\$ 64,668.41
2010	010-003-1670-024			\$ 67,901.83
			TOTAL	\$ 363,449.17

4.) Authorize OIT and the Department of Cultural Resources to pay prior year invoices from Dynix Corporation for maintenance and support of the New Hampshire State Library System in the amount of \$110,819.76 with current year funds.

EXPLANATION

This is a **RETROACTIVE, SOLE SOURCE** amendment request for authorization back to June 30, 2004. Negotiations with the vendor company have been active since 2004 but due to lost paperwork, both at the vendor location and at other State offices, changes in the company ownership, and general terms and conditions negotiations with the new ownership, contract finalization was delayed until early 2006. During the entire period of negotiations, epixtech, Inc., and then Dynix Corporation, continued to support the New Hampshire State Library system without a contract for reimbursement for services.

This Governor and Council request has three requested actions. The first requested action transfers responsibility for the contract to the Office of Information Technology from the Department of Cultural Resources consistent with the consolidation of information technology services implemented across the State during SFY 2004-2005.

The second requested action affirms the transfer of the contract to Dynix Corporation from epixtech, Inc. resulting from the purchase of epixtech, Inc. by Dynix Corporation in 2005.

The third requested action is seeking sole source, retroactive approval of a contract amendment from July 1, 2004 for the maintenance and support of the New Hampshire Library System. The original contract for the New Hampshire Library System was awarded to epixtech, Inc., Provo, Utah (Vendor # 112426) by Governor and Council on May 15, 2002, Item # 46 after a competitive bid process. This Contract Amendment is seeking retroactive approval from July 1, 2004 due to the change of company ownership and subsequent delayed negotiations with the new corporate entity, Dynix Corporation, for the assignment of the maintenance and support of the New Hampshire Library System.

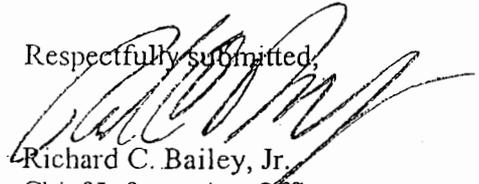
The fourth requested action is seeking to allow payments to be made to the vendor for services performed in FY 2005 with FY 2006 funds. The vendor has not been paid for well over one year, but has continued to provide services.

The former Division of Information Technology Management originally approved this project and OIT approves this contract amendment. The amendment approval letter is attached. Because the current funds for this project are included in the OIT budget, the contract must be assigned to OIT from DCR. The vendor's consent to assignment of the contract to Dynix Corporation is also attached.



Van McLeod
Commissioner
Department of Cultural Resources

Respectfully submitted,



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

DYNIX

CONTRACT AMENDMENT 2001-009 A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2001-009, on May 15, 2002, Item #46 (herein after referred to as the "Agreement"), epixtech, inc. (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 Cultural Resources (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 period of time on the contract form P-37 to October 31, 2010, the Department and the Vendor seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the original contract price of \$448,000.00 by \$ 363,449.17 to bring the total contract price to \$811,449.17;

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:

All references to epixtech in the contract documents will be changed to Dynix.

Page 1 of the P-37, is hereby amended as follows (detailed in Table 1):

1. Amend Section 1.1 of the First Page of the Contract (P-37) to reflect the Office of Information Technology.
2. Amend Section 1.2 of the First Page of the Contract (P-37) to reflect the address of the Office of Information Technology- 27 Hazen Drive, Concord, NH 03301
3. Amend Section 1.3 of the First Page of the Contract (P-37) to reflect the Contractor Name of Dynix.
4. Amend Section 1.6 of the First Page of the Contract (P-37) to reflect a new completion date of October 31, 2010.
5. Amend Section 1.8 of the First Page of the Contract (P-37) to reflect a new price limitation of \$811,449.17.
6. Amend Section 1.12 of the First Page of the Contract to reflect the new Contractor Signor, William Kennedy, Vice President of Finance.
7. Amend Section 1.14 of the First Page of the Contract (P-37) to reflect Richard C. Bailey, Jr. as the State Agent Signature.
8. Amend Section 1.15 of the First Page of the Contract (P-37) to reflect Richard C. Bailey, Jr., CIO as the State Agency Name/Title of State Agency Signor.

Exhibit A of the Agreement – Statement of Work is hereby amended as defined in Table 1.

Exhibit B of the Agreement- Firm Fixed Price Payment Schedule is hereby amended as defined in Table 1.

Table 1 Contract Changes

Initial all pages
Vendor Initials jm



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES

Division of the Arts, Division of Historical Resources, Division of Libraries
American Canadian French Cultural Exchange Commission, Administratively Attached
Van McLeod, Commissioner

2003-093

May 1, 2002

Her Excellency, Governor Jeanne Shaheen
and the Honorable Council
State House
Concord, NH 03301

G & C Approved
Date 5/15/02
Item # 46

REQUESTED ACTION

Authorize the Department of Cultural Resources, New Hampshire State Library to enter into a contract with epixtech, inc. (Vendor code 112426), Provo, Utah, for the purchase of the Statewide Union Catalog System in the amount of \$448,000 for the period of Governor & Council approval through June 30, 2004. Funds are available in 030-034-0235-090.

EXPLANATION

The New Hampshire Automated Information System (NHAIS) was established in 1983 (RSA 201-A:21-25) to meet the library automation needs of the various libraries in the state and to improve the sharing of resources. Since its establishment the NHAIS database has surpassed the one million title mark and is an important locator for local libraries needing to borrow books for their customers. The system provides electronic interlibrary loan, e-mail, and Internet access for public, school, academic, and special libraries. There are over 300 registered users of the system. The database is available to the general public through the Internet and in a dial-up mode.

The current system was installed in 1993. The service is costly as the State Library currently pays for all connection charges for the local libraries. Due to its age it is also prone to service disruptions. The State Library, with the approval of The Division of Information Technology management, issued a Request for Proposal in August 2001 to replace the system that was purchased in 1993. Six proposals were received. One of the most important criteria was that the system have a sophisticated but easy to use electronic interlibrary loan function. The system must also be web-based which will save on dial-up charges. There must also be no cost to the local libraries. After extensive evaluations by a committee, consisting of librarians from the State Library, public libraries and school libraries, three proposals were selected for further consideration. Following this extensive process, it was determined that epixtech, which was also the lowest bidder, best fit the criteria.

Respectfully submitted

Van McLeod
Commissioner

Michael York
State Librarian

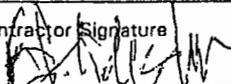
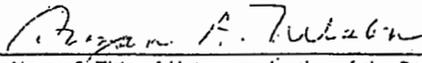
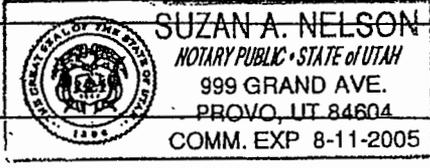
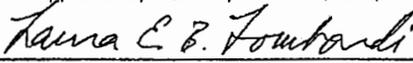
Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name New Hampshire State Library		1.2 State Agency Address 20 Park Street Concord, NH 03301	
1.3 Contractor Name epixtech, inc.		1.4 Contractor Address 400 W. 5050 North, Provo, UT 84604	
1.5 Account No.	1.6 Completion Date June 30, 2004	1.7 Audit Date	1.8 Price Limitation \$448,000
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number (603) 271 2397	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signor Robbie Chidester, Vice President of Finance	
1.13 Acknowledgment: State of Utah, County of Utah On 25 April 2002, 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 Suzan A. Nelson, Notary Public			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Michael York, State Librarian	
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: May 1, 2002			
1.18 Approval by the Governor and Council By: _____ On: _____			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			

5. 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 (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

7. PERSONNEL

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

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

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

8. EVENT OF DEFAULT, REMEDIES.

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

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

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

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

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

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

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

8.2.5 Information Technology Contracts. The Contractor's and the State's monetary liability to one another shall not exceed two times the total contract price, and shall not include consequential damages. This limitation shall not apply to Contractor's indemnification obligations under Paragraph 13 of the General Provisions (Form P-37) or the following:

- (a) death, bodily injury or damage to real or personal property.
- (b) misappropriation or infringement of any intellectual property including but not limited to any U.S. patent or copyright or any unauthorized use of any trade secret;
- (c) losses accruing to any and all contractors, subcontractors, materials, men, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies to Contractor in connection with the performance of this Agreement;
- (d) personal injury;
- (e) disclosure of confidential information; or
- (f) failure to meet applicable statutes, regulations, codes or guidelines.

This provision shall not be subject to any modification; however, the State may modify this provision for a particular project and any language modifying this provision shall appear in the Request for Proposal.

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.

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.

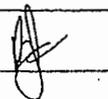
20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

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.

State of New Hampshire
 Cultural Resources Department
 New Hampshire State Library
 Contract 2001-009 Exhibit A
 Statement of Work
 TABLE OF CONTENTS

1.	INTRODUCTION	3
1.1	SCOPE OF SERVICES	3
1.2	PERIOD OF PERFORMANCE	3
1.3	DEFINITION OF TERMS	3
2.	ORDER OF PRECEDENCE	5
3.	EPIXTECH ADMINISTRATION.....	5
4.	STATEMENT OF WORK.....	6
4.1	REFERENCE RFP 2001-009 SECTION 3.....	6
4.2	INCLUSIONS: LISTED BELOW ARE ITEMS ADDED TO THE REQUIREMENTS DEFINED IN RFP 2001-009 SECTION 3.....	6
4.3	EXCLUSIONS: LISTED BELOW ARE ITEMS EXCLUDED FROM THE REQUIREMENTS DEFINED IN RFP 2001-009 SECTION 3.....	6
4.4	PROJECT INPUTS – LISTED BELOW ARE ITEMS TO BE PROVIDED BY THE NHSL.....	6
5.	PROJECT MANAGEMENT AND RESPONSIBILITIES	7
5.1	PROJECT MANAGEMENT.....	7
5.3	PROJECT ORGANIZATION.....	7
6.	COMMUNICATIONS AND REPORTING	7
7.	ACCEPTANCE TEST PROCEDURES	7
8.	DOCUMENTATION DEVELOPMENT PROCESS	7
9.	ASSUMPTIONS AND DEPENDENCIES	8
9.1	TECHNICAL	9
9.2	GENERAL.....	9
9.3	WORK SCHEDULES.....	9
9.4	COPYRIGHT, INTELLECTUAL PROPERTY RIGHTS, AND CONFIDENTIALITY.....	9
10.	epixtech PARTICIPATION	97
11.	CHANGE CONTROL PROCEDURES	97
12.	INTERNAL ESCALATION PROCEDURE FOR DISPUTES	10
13.	PROJECT MANAGEMENT AND SYSTEM DEVELOPMENT METHODOLOGY	107
14.	DELIVERABLES/MILESTONES	11
15.	POST IMPLEMENTATION SUPPORT	12
15.1	WARRANTY PERIOD RFP 2001-009 7.4.1	12
15.2	SOFTWARE ENHANCEMENTS.....	119
15.3	SOFTWARE MAINTENANCE DURING WARRANTY PERIOD	119
15.4	DOCUMENTATION UPDATES.....	119

Initial all pages:
 Contractor Initials



State of New Hampshire
Cultural Resources Department
New Hampshire State Library
Contract 2001-009 Exhibit A
Statement of Work

16. SOFTWARE LICENSE AGREEMENT..... 12
17. SIGNATURE PAGE.....15

Initial all pages:
Contractor Initials 

State of New Hampshire
Cultural Resources Department
New Hampshire State Library
Contract 2001-009 Exhibit A
Statement of Work

1. INTRODUCTION

1.1 SCOPE OF SERVICES

This document defines the final and agreed upon specific services and products *epixtech* will provide to the New Hampshire State Library. In general, these services include Licensed software including core software and additional software including machine readable object code for such product, any user documentation for such product and any other related materials which are furnished to the library by *epixtech* for use in connection with such product as well as any *epixtech* developed software modules that are purchased subsequent to this agreement

1.2 PERIOD OF PERFORMANCE

This CONTRACT shall become effective upon execution by the Contractor and all the legally authorized representatives of the State until June 30, 2004. All project milestone dates will be further defined in each funded task within the Statement of Work.

1.3 DEFINITION OF TERMS

A. *NHSL* is defined as:

New Hampshire State Library
20 Park Street
Concord, NH 03301

B. *epixtech* is defined as:

epixtech, inc.
400 West 5050 North
Provo, Utah 84604

C. **Applicable Documents** – Documents referred to or incorporated into RFP 2001-009 and Contractor Best and Final Offer which pertain to requirements, constraints or directive.

D. **Change Control Procedures** – CCP.

E. **Configuration Management (CM)** - Configuration Management.

F. **Commercial off-the-shelf (COTS)** - Commercial off-the-shelf.

Initial all pages:
Contractor Initials _____



State of New Hampshire
Cultural Resources Department
New Hampshire State Library
Contract 2001-009 Exhibit A
Statement of Work

G. Defects - Deviation from approved specification of design document

Class A Defect - Critical does not allow system to operate, no work around, demands immediate action.

Class B Defect - Defect does not stop operation. There is a work around and user can perform tasks.

Class C Defect - Defect cosmetic in nature, minimal effect on system, low priority. User can use system.

H. Engineering Change Proposal - (ECP).

I. EOM - End of Month.

J. Installation Date - The date which epixtech completes installation or 5 days after software is received by NHSL for installation.

K. Information Technology Project Methodology Standards - (ITPMS) Appendix A. DITM software development methodology and procedures.

L. Licensed Software (or Software) -- Each *epixtech*-developed software product listed on the attached configuration under the subheadings "Core Software" and "Additional Software," including machine-readable object code (not source code) for such product, any user documentation for such product, and any other related materials which are furnished to the Library by *epixtech* for use in connection with such product, as well as any *epixtech* developed software modules that are purchased subsequent to this Agreement.

L. Production Cut Over Date - The date that NHSL has successfully completed user acceptance testing and signoff, the software has been placed into production, and the warranty period commences.

M. Products - The *epixtech* provided Services and Software Project Inputs.

N. Order of Precedence - The order in which documents pertaining to RFP 2001-009 have precedence in the event of a conflict or ambiguity.

O. Project Manager (PM) - Agency manager and Point of contact for Contractor contract manager.

P. Reference Documents - Technical Documents which provide additional material for use by the contractor as an aid in the performance of this contract.

Q. Review - Process of agreeing on validity and content of deliverables.

R. Review Period - Period set for review set out in the Statement of Work for a deliverable. If none is specified then five (5) business days will be effective.

S. Statement of Work (SOW) - Statement of Work (As defined in RFP 2001-009 Section 3).

T. To Be Determined - (TBD).

Initial all pages:

Contractor Initials 

State of New Hampshire
Cultural Resources Department
New Hampshire State Library
Contract 2001-009 Exhibit A
Statement of Work

U. To Be Scheduled or Supplied- (TBS).

V. Technical Authorization – Direction to epixtech which fills in details, clarifies, interprets or specifies technical requirements. It must be: (1) consistent with Scope of Work within SOW; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of SOW.

2. ORDER OF PRECEDENCE

Order of Precedence:

The authorizing document (comprised of the New Hampshire Standard Contract Terms and Conditions, Form P-37 and exhibits attached thereto) has precedence over all documents. In the event of a conflict or ambiguity among the text of these SOWs and the references cited herein, the following order of precedence is defined:

1. New Hampshire Standard Contract Terms and Conditions, Form P-37 and exhibits attached thereto.
2. NHSL RFP 2001-009, dated September 2001, as excluded by section 4.3 of this Exhibit, and *epixtech's* Proposal to RFP 2001-009, October 1, 2001 Sections I-IX.

NOTE: The New Hampshire Contract Terms and Conditions (Form P-37) will be signed by the successful Contractor upon being awarded as a qualified vendor in the RFP evaluation process. As these Exhibits are an extension to the P-37, this document takes precedence over any other document. The above order of precedence is non- negotiable.

3. epixtech ADMINISTRATION

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

Patti Pray
Customer Service Manager
epixtech, inc.
400 West 5050 North
Provo, Utah 84604
800 288 8020 ex 5885
801 223 5202
p.pray@epixtech.com

or the designated successor.

Initial all pages:

Contractor Initials 

State of New Hampshire
Cultural Resources Department
New Hampshire State Library
Contract 2001-009 Exhibit A
Statement of Work

NHSL shall designate an administrative counterpart with the responsibility to commit NHSL to such changes. This person is:

Charles Le Blanc
Systems Librarian
20 Park Street
Concord, New Hampshire 03301
603.271.2310
603.271.6826
cleblanc@library.state.nh.us

or the designated successor.

4. STATEMENT OF WORK

epixtech should have a good understanding of the information cited in Section 2 *Order of Preference*, to begin this project. The SOW, at a minimum, will define the scope of tasks, deliverables and time frames. Additional inclusions or exclusions are listed below:

4.1 Reference RFP 2001-009 Section 3

4.2 Inclusions: Listed below are items added to the requirements defined in RFP 2001-009 Section 3.

The ability for the New Hampshire State Library and epixtech to provide an ASP solution for libraries to operate their own integrated library systems.

4.3 Exclusions: Listed below are items excluded from the requirements defined in RFP 2001-009 Section 3.

"Exceptions to the RFP" listed in *epixtech's* proposal, Additional Information section.

4.4 Project Inputs – Listed below are items to be provided by the NHSL.

4.4.1 Applicable documents as defined in Section 2: *General Information*

4.4.2 The appropriate data from the existing legacy databases resident at NHSL will be provided to Contractor in a format to be specified by Contractor.

Initial all pages;
Contractor Initials



State of New Hampshire
 Cultural Resources Department
 New Hampshire State Library
 Contract 2001-009 Exhibit A
 Statement of Work

4.4.3 Knowledge base of State Agency employees and clients in related programs.

5. PROJECT MANAGEMENT AND RESPONSIBILITIES

The project will require the coordinated efforts of a project team consisting of both epixtech and NHSL personnel. The parties acknowledge that cooperative project administration is essential to the success of the project. Both parties agree to use mutually agreed processes and forms to report progress and to identify, track and resolve problems, issues and questions. Unless otherwise agreed, the processes will be based on epixtech methodologies and will be recorded in the Project Management Plan.

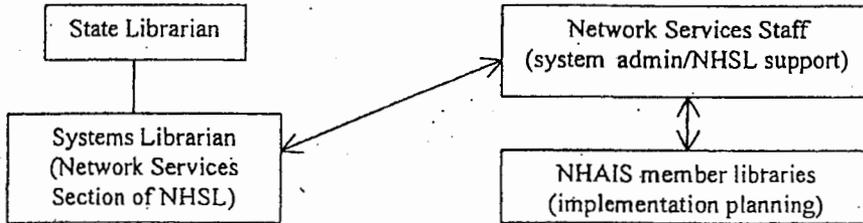
5.1 Project Management

Each party shall appoint a project manager who shall be the primary representative of the party in relation to administration and other matters relative to the technical activity of the project. Each party may rely on the authority of the other party's project manager to represent its respective company, provided that neither project manager shall have the authority to amend or modify this Agreement or the express terms of an order.

5.2 Project Management Plan – Optional.

5.3 Project Organization

5.3.1 The NHSL project team is structured as shown in the following diagram:



5.3.2 The epixtech project team is structured as shown in the following diagram:



6. COMMUNICATIONS AND REPORTING

Joint communication is imperative for a successful project. In order to determine the extent of progress and to evaluate the technical adequacy of the work and its conformance to system requirements, reviews and audits are performed pursuant to a mutually agreed upon schedule.

Initial all pages:
 Contractor Initials *JK*

State of New Hampshire
Cultural Resources Department
New Hampshire State Library
Contract 2001-009 Exhibit A
Statement of Work

6.1 Status Meetings and Reports – Reference RFP 2001-009 Section 3

Through the duration of the project there will be regularly scheduled status meetings. The NHSL and epixtech Project Managers will determine the frequency and location of these meetings. It is anticipated that the beginning of the project will require, at a minimum, bi-weekly meetings.

These status meetings can be conducted either in person or via the telephone or any combination thereof. The output of these meetings will be minutes, which will serve as the project status reports. The reports will be transmitted to the NHSL Project Manager (via facsimile, e-mail or any other means mutually agreed to by the NHSL and epixtech Project Managers respectively).

7. ACCEPTANCE TEST PROCEDURES – As defined in Appendix A *Information Technology Project Methodology Standards*. The vendor has read and agrees to all procedures as defined in this document.

8. DOCUMENTATION DEVELOPMENT PROCESS – As defined in Appendix A *Information Technology Project Methodology Standards*. The vendor has read and agrees to all procedures as defined in this document.

9. ASSUMPTIONS AND DEPENDENCIES

In support of NHSL's goals and objectives for the system, epixtech has predicated its proposal upon the following assumptions to assist the integrated epixtech project team to formulate an infrastructure and framework for project success. The assumptions are based on the collective experience of the epixtech team in successfully completing large-scale systems integration projects.

Initial all pages:
Contractor Initials



State of New Hampshire
Cultural Resources Department
New Hampshire State Library
Contract 2001-009 Exhibit A
Statement of Work

9.1 Technical

- 9.1.1 epixtech will provide to NHSL a list of all epixtech and epixtech subcontracted team members who will be on-site during the course of the project within 30 days of the time this contract is signed by both parties.
- 9.1.2 Additional team members can be added to this list during the project, with prior approval, by the NHSL Project Manager.
- 9.1.3 NHSL will provide network logons to epixtech team members as required.
- 9.1.4 epixtech assumes the LAN is completely operated and maintained by the State. Further, we assume epixtech shall have no responsibilities regarding the LAN, or deployed communications capability.
- 9.1.5 The performance of the application is dependent on various factors beyond the control of epixtech e.g., network management, and volume of data to be retrieved/processed, etc.
- 9.1.6 Any changes in functional requirements or enhancements will be handled as per the Change Control Procedure (CCP) outlined in Appendix A Information Technology Project Methodology Standards.
- 9.1.7 It is assumed that NHSL interfaces are functional, and that NHSL will be responsible for administrative and operational functions and activities needed to interface with these external systems.
- 9.1.8 epixtech is assuming that NHSL will coordinate the acquisition of staff and information from the departments with which the NHSL system must interface. epixtech assumes that NHSL will be responsible for the Administration of the system security and backup.
- 9.1.9 It is assumed that epixtech will recommend a minimum server configuration, client configuration, and server installation/tuning to make the epixtech Horizon system run as efficiently as possible.

9.2 General

- 9.2.1 NHSL will provide access to State information and managerial, technical, policy, and user personnel as reasonably required by the supplier to perform its obligations under the contract.
- 9.2.2 epixtech will provide, on time, any personnel resources as mutually agreed upon and as incorporated into the project work plan.

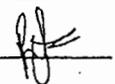
9.3 Work Schedules

The epixtech team will be allowed access to the necessary facilities during off hours with prior approval from the NHSL Project Manager.

9.4 Copyright, Intellectual Property Rights, and Confidentiality

- 9.4.1 WWW Copyright and Intellectual Property Rights. All right, title and interest to the NHSL WWW site, including copyright to all data and information, shall be and remain with the NHSL. The NHSL shall also have, to the fullest extent permitted by law, all rights to any user interfaces and computer instructions embedded within the user interfaces or WWW pages. All WWW pages and any other

Initial all pages:

Contractor Initials 

**State of New Hampshire
Cultural Resources Department
New Hampshire State Library
Contract 2001-009 Exhibit A
Statement of Work**

data or information shall, where applicable, display the NHSL's copyright. All right, title and interest to the Contractor's WWW site shall be and remain with the Contractor. This section shall survive the termination or expiration of this Agreement.

9.4.2 Confidentiality of Data and Information. Contractor shall maintain in confidence all NHSL and NHSL customer data and information derived from this data which becomes available to the Contractor in connection with its services under this Agreement and shall use such information only for providing services under this Agreement. All data and information acquired or developed by the Contractor in performance of this Agreement shall be and remain the property of the NHSL. This section shall survive the termination of this agreement.

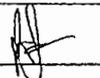
- 10. *epixtech* PARTICIPATION – As defined in Appendix A *Information Technology Project Methodology Standards* and Exhibit 2 *Required Work Procedures*. The vendor has read and agrees to all procedures as defined in these documents.
- 11. CHANGE CONTROL PROCEDURES – As defined in Appendix A *Information Technology Project Methodology Standards*. The vendor has read and agrees to all procedures as defined in this document.
- 12. INTERNAL ESCALATION PROCEDURE FOR DISPUTES

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

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

LEVEL	<i>epixtech</i>	NHSL	ALLOTTED TIME
Primary	John Reese, project lead	Mary Russell, Librarian	5 Business Days
First	Mark Derrick, Customer Relations Lead	Charles Le Blanc, Systems Librarian	10 Business Days
Second	Patti Pray, Customer Relations Director	Michael York, State Librarian	15 Business Days
Third	Ty Brown, VP Operations	Van McLeod, Commissioner Dept of Cultural Resources	20 Business Days

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

Initial all pages:
Contractor Initials 

State of New Hampshire
Cultural Resources Department
New Hampshire State Library
Contract 2001-009 Exhibit A
Statement of Work

13. PROJECT MANAGEMENT AND SYSTEM DEVELOPMENT METHODOLOGY – As defined in Appendix A *Information Technology Project Methodology Standards*. The vendor has read and agrees to all procedures as defined in this document.

14. DELIVERABLES/MILESTONES

The epixtech deliverables and/or milestones for all projects in this SOW are identified as follows:

IT Services Deliverables	Date
Implementation Plan	2 days post contract
Hardware & Software Installation Data Conversion and Loading System Administration & Training	127 days post contract
Documentation & Training Materials	107 days post contract
Successful Testing of all modules Problem Resolution Final Walk-through	154 days post contract
Annual Maintenance and system upgrades	TBD

Initial all pages:
Contractor Initials



State of New Hampshire
Cultural Resources Department
New Hampshire State Library
Contract 2001-009 Exhibit A
Statement of Work

15. POST IMPLEMENTATION SUPPORT

15.1 Warranty Period RFP 2001-009 7.4.1

15.1.1 *The Warranty Period*

Shall extend for One Hundred Twenty (120) days after the Production cut over sign off and approval date.

15.1.2 *Warranty Problems*

All problems found during the One Hundred Twenty (120) day Warranty period and all problems found with the Warranty releases, shall be corrected by the contractor no later than Thirty (30) days after discovery or the end of the Warranty period, whichever comes last, at no additional cost to the NHSL.

15.2 **Software Enhancements** – It is anticipated that modifications and improvements to the software may be required from time to time to incorporate changes to State or Federal regulations, add new functionality, or address changing business needs. Software changes can only be authorized by the NHSL's designated contract point-of-contact.

15.2.1 **Engineering Change Proposal (ECP)**

The change process begins with the creation of an Engineering Change Proposal (ECP) describing the desired change and any associated services that may be required, e.g., installation, training, documentation updates, etc. An ECP may be generated by anyone and is forwarded by the NHSL's point-of-contact for analysis, recommendations, and preparation of a cost estimate. epixtech will provide a written analysis, and cost estimate to the NHSL's point-of-contact for review and approval. Effort required to research, analyze, document, and estimate any ECP will be provided at no cost to the NHSL. Upon written approval of an ECP by the NHSL's point-of-contact, epixtech establishes an individual cost tracking number for its implementation.

15.3. **Software Maintenance During Warranty Period** – NHSL anticipates that minor modifications and updates and error fixes to the NHSL software will be required. epixtech will respond within <four (4)> hours of any contact by the NHSL's designated POC, during normal business hours, via either phone and/or e-mail.

15.4 **Document Updates** – Documentation updates, including user manuals, system documentation (logical and physical) and system operations, will be required as per Section 11 above.

Initial all pages:
Contractor Initials



State of New Hampshire
Cultural Resources Department
New Hampshire State Library
Contract 2001-009 Exhibit A
Statement of Work

SOFTWARE LICENSE AGREEMENT

1. Software License. Subject to the terms and conditions hereinafter set forth, *epixtech* hereby grants to the Library a nontransferable, nonassignable, nonlicenseable, nonexclusive and royalty-free license (the "License") to use the Licensed Software solely in the conduct of the business of the Library on the Database Server, the iPac Server, and the attached Workstation(s). The license is granted for the number of users indicated in the configuration referenced in this Agreement. Licensed Software will be provided by *epixtech* to the Library in machine readable object code. The Library acknowledges that by virtue of this license, the Library acquires only the right to use the original and permitted duplicate copy of the Licensed Software as described herein and does not acquire any rights of ownership in the Licensed Software which rights shall remain exclusively with *epixtech*.

No portion of the Licensed Software or any updates or enhancements to the Licensed Software may be duplicated by the Library except that the Library may make one copy of the machine-readable portion thereof for normal security backup purposes, provided that the Library properly reproduces on such copy all notices of *epixtech*'s patent, copyright, trademark, and/or trade secret rights.

epixtech retains ownership of all Licensed Software and related documentation.

The New Hampshire State Library recognizes that *epixtech* considers object code and source code for its software provided under this contract as its trade secret intellectual property.

Within thirty (30) days from the date of the Library's discontinuance of the use of any portion of the Licensed Software licensed hereunder, the Library shall furnish *epixtech* with written notice certifying that through its best efforts and to the best of its knowledge, all machine-readable code, user documentation or other related materials provided to the Library with such Licensed Software, including any copy thereof, whether in whole or in part, have been destroyed or returned as follows: 1) All documents relating to such discontinued portion of the Licensed Software shall be returned to *epixtech*; and (2) The originals and all copies of any machine-readable materials containing all or any portion of the discontinued Licensed Software shall be destroyed or purged so as to totally remove from such machine-readable materials all codes relating to the discontinued portion of the Licensed Software.

The Library agrees that all training and procedural materials developed by *epixtech* in conjunction with the Licensed Software shall be the property of *epixtech*. The Library further agrees that additions and supplements to the Licensed Software which may be developed for the Library through the reimbursed or unreimbursed efforts of *epixtech* employees or agents shall be the exclusive property of *epixtech*. All software developed by the Library acting without *epixtech* shall be the exclusive property of the Library.

Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential or proprietary, the State shall notify the Vendor and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to

Initial all pages:

Contractor Initials 

State of New Hampshire
Cultural Resources Department
New Hampshire State Library
Contract 2001-009 Exhibit A
Statement of Work

obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Vendor.

Copies of the Licensed Software in machine-readable source code have been deposited with Data Securities International, Inc., of San Diego, California, under a Deposit Agreement ("Escrow Agreement"). *epixtech* shall maintain in good force for the duration of this Agreement an Escrow Agreement and will not cancel or modify said Escrow Agreement without thirty days notice to the Library. As a Registered Licensee the Library shall be entitled to access the materials in escrow according to the terms of the Escrow Agreement. The Software Users' Group is, for purposes of the Escrow Agreement, a Registered Licensee through which the Library, as a users' group member in good standing, shall be able to make request for the materials in escrow. By paying an annual fee to become a Registered Licensee, the Library becomes eligible to request escrow materials independently of the Software Users' Group under the conditions described in the Escrow Agreement.

Consistent with paragraph 13 of the New Hampshire Standard Contract Terms and Conditions, Form P-37, *epixtech* shall defend, indemnify, and hold harmless the State, its officers and employees, from and against any claims for infringement of any patent or copyright asserted against the Library on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of *epixtech*. 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.

epixtech will defend, indemnify, and hold harmless the State for infringe claims as stated above, provided that (1) *epixtech* is given sole and exclusive control of the defense of such a suit and sole and exclusive control of negotiations relative to the settlement thereof, provided that the State's own interests are not implicated; (2) the Licensed Software or the Equipment is used by the Library in the form, state, or condition as delivered by *epixtech*; (3) that the Library shall have substantially performed all of its obligations under this Agreement; and (4) that the Library provides *epixtech* with prompt written notice of any claim with respect to which the Library asserts that *epixtech* assumes responsibility under this Article.

Should any Licensed Software which has not incurred any unauthorized modifications or combinations become, or in *epixtech*'s opinion be likely to become, the subject of a claim of infringement, then the Library shall permit *epixtech*, at *epixtech*'s option and expense, either to (i) procure for the Library the right to continue using the Licensed Software, or (ii) replace or modify Licensed Software so that it becomes non-infringing and functionally equivalent, or upon failure of (i) and (ii), despite the reasonable efforts of *epixtech*, (iii) buy back the Licensed Software at the Library's net book value. Notwithstanding, the State reserves the right to pursue remedies available to it under this contract should *epixtech* fail to act in accordance with this paragraph.

Initial all pages:
Contractor Initials _____



State of New Hampshire
Cultural Resources Department
New Hampshire State Library
Contract 2001-009 Exhibit A
Statement of Work

SYBASE SUBLICENSSED SOFTWARE

The Library agrees to the following terms as they apply to the sublicense of Sybase Software.

1. Only a non-exclusive, nontransferable right to use the related software on the Database Server is granted to the Library and no right to use other Embedded Run-Time Version of the Sybase Program is granted;
2. *epitech* and/or its licensor retain all title to the Licensed Copy, and all copies thereof, and no title to the Licensed Copy, or any intellectual property therein, is transferred to the Library;
3. The Library may not copy the Licensed Copy, except for backup and archival purposes only, and the licensee shall include on the backup and archival copy of the Licensed Copy all copyright and other proprietary notices or legends included on the Licensed Copy when it was shipped to the Library;
4. The Library agrees not to reverse assemble, decompile, or otherwise attempt to derive source code from the Licensed Copy;
5. The Library agrees to comply with all export and re-export restrictions and regulations ("Export Restrictions") imposed by the government of the United States.
6. Although copyrighted, the Licensed Copy is unpublished and contains proprietary and confidential information of *epitech* and its licensor and is considered by *epitech* and its licensor to constitute valuable trade secrets. The Library will hold the Licensed Copy in confidence and shall protect the Licensed Copy with at least the same degree of care with which the Library protects its own similar confidential information to the extent consistent with applicable state or federal law;
7. Sybase Software is a third party beneficiary of the license agreement and may enforce it directly against the Library; provided however, that Sybase shall not be liable to the Library for any general, special, direct, indirect, consequential, incidental, or other damages arising out of or related to the Licensed Copy, and
8. Upon termination of the license for the Licensed Copy, the Library shall return to *epitech* all copies of the Licensed Copy, or certify to *epitech* that the licensee has destroyed all such copies.

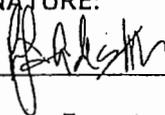
Doc. #184167

Initial all pages:
Contractor Initials _____



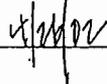
State of New Hampshire
Cultural Resources Department
New Hampshire State Library
Contract 2001-009 Exhibit A
Statement of Work

CONTRACTOR SIGNATURE:

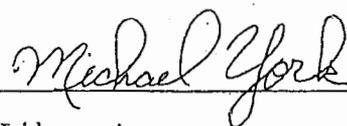
REPRESENTATIVE: 

TITLE: VICE PRESIDENT OF FINANCE

COMPANY NAME: EPIXTECH, INC.

DATE: 

AGENCY SIGNATURE:

AGENCY REPRESENTATIVE: 

TITLE: State Librarian

AGENCY NAME: New Hampshire State Library

DATE: 5/1/02

Initial all pages:
Contractor Initials 

State of New Hampshire
Department of Cultural Resources
New Hampshire State Library
RFP Contract 2001-009
Exhibit B
Firm Fixed Price Payment Schedule

We understand this contract is for the period February 2002 through June 30, 2004. The State reserves the option to extend each year after that for an additional 6 years, not to extend beyond 30 June 2009. We also understand that the State can terminate this agreement for any reason by giving thirty (30) days written notice.

epixtech Representative: _____

Print Name and Title: Robbie Chidester, Vice President of Finance

Date: 4/24/02

New Hampshire State Library Rep: Michael York, State Librarian

Date: _____

1. Deliverable Payment Schedule

This contract will allow epixtech to invoice the New Hampshire State Library for:

- a. Project Management/Co-ordination and other project support and guidance activities as deemed appropriate by the New Hampshire State Library Project Manager. (See Section 2 below)
- b. Milestone and progress payments related to each of the defined project deliverables in sections 14 of Exhibit A of this contract. (See Section 2 below)
- c. System Enhancements negotiated after the acceptance of the original proposal contract details.
- d. The New Hampshire State Library agrees that within five (5) business days of receipt of each epixtech invoice, the invoice will be either (1) reviewed and accepted, or (2) reviewed and returned to epixtech with a written explanation of why the invoice is not acceptable. The New Hampshire State Library agrees to pay all epixtech invoices within 30 calendar days of acceptance of invoice by the New Hampshire State Library Project Manager.

2. Firm Fixed Price Deliverables Payment Schedule

The following are the defined milestones and payment amounts, as described in Section 14 of Exhibit A of this contract.

Since normally deliverables are developed and delivered over multiple months, epixtech may invoice for interim payments at the end of each month, if agreed upon in Exhibit A.

Initial all pages:
Contractor Initials: _____

State of New Hampshire
Department of Cultural Resources
New Hampshire State Library
RFP Contract 2001-009
Exhibit B
Firm Fixed Price Payment Schedule

The basis of these payments will be actual hours expended, by position, or percentage of progress toward a particular deliverable. However, until the defined milestone has been delivered, epixtech shall invoice the New Hampshire State Library no more than 50% of the milestone amount

The invoice for the balance of any milestone/deliverable will be based on the delivery and or acceptance, as defined in the delivery schedule table.

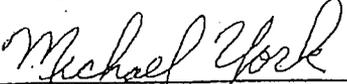
Firm Fixed Price Payment Schedule IT Services - Activities and Deliverables
 All dates are post contract signing

IT Services Deliverables / Milestones	Date	Amount
Phase One contract finalization and implementation plan	20 days	20%
Phase Two Hardware and Software Installation Data Conversion and Loading System Administration Training for each module	100 days	50%
Phase Three Documentation and Training Materials	110 days	20%
Phase Four Problem Resolution Final Walk-Through	120 days	10%

In witness whereof, the parties have hereunto set their hands as of the day and year first above written.


 Robble Chidester, VP. of Finance, epixtech, inc.

Date: 4/16/02


 Michael York, State Librarian, NH State Library

Date: 4/30/02

Initial all pages:
 Contractor Initials 

State of New Hampshire
Department of State

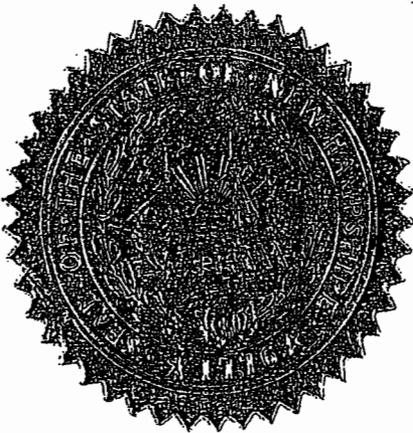
CERTIFICATE OF AUTHORIZATION

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that a certificate of authority to do business in this state was issued to EPIXTECH, INC., a(n) UTAH corporation, on April 29, 2002. I further certify that all fees required by the Secretary of State's office have been paid.

IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April, A.D. 2002



William M. Gardner
Secretary of State



Certificate of Corporate Authority

I, John F. Harvat, the General Counsel of epixtech, inc. do here certify that: (1) I maintain and have custody of and am familiar with the minute books of the Corporation: (2) I am duly authorized to issue certificates with respect to the contents of such books; (3) that the Corporation's By-Laws, without requiring a resolution of the Board of Directors, does authorize the President, Lana Porter, any Officer, and the Treasurer or any of them acting singly to enter into such sale contracts as the proposed contract with the State of New Hampshire for the sale of product of the Corporation where such sale contract occurs in the normal course of business and to take any and all such actions and to execute, seal acknowledge and deliver for and on behalf of the Corporation any and all documents, agreements and other instruments (and an amendments, revisions or modifications thereto) as any of them may deem necessary, desirable or appropriate to accomplish the same; (4) that the President is authorized to delegate signing authority for the normal operations of business as is reasonable to facilitate the operations of the Corporation's business; (5) the following persons have been duly elected or appointed to and now occupy the Office(s) indicated below:

Lana G. Porter President
Robbie Chidester Vice President Finance and Treasurer
Ty Brown Vice President Operations and Secretary
Ron Gibbons Vice President Global Sales

[Handwritten Signature]
Signature

epixtech, inc.
Company Name

John F. Harvat
Printed Name

4/24/02
Date

Subscribed and sworn to before me this 24 day of April, 2002

My commission expires 10/31/04

[Handwritten Signature]
Notary Public

