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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

March 30, 2015

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

Retroactive

Requested Action

Pursuant to RSA 270-D10, authorize the Department of Safety, Division of State Police, to **retroactively** enter into a contract amendment with Intellectual Technology, Inc (VC #113599) of Carlsbad, CA (originally approved by Governor and Council on February 18, 2009, item #59D) to extend the end date **only** from December 31, 2014, to December 31, 2015, for the purpose of producing and mailing Boater Education cards for completion of the required education course. All other terms and conditions remain unchanged. Effective upon Governor and Council approval. Funding source: 100% Revolving Funds (Navigation Safety).

Explanation

This request is **retroactive** due to a lack of responses to a Request for Bids; Contract #2009-035 with Intellectual Technology, Inc. ended on December 31, 2014. The Department of Safety posted a Request for Bids on November 14, 2014 and the only response received was from Intellectual Technology, Inc. stating that they will be discontinuing the printing of identification cards, but would continue to provide this service to the State of New Hampshire for an additional twelve month period. The Department of Safety was advised to seek approval for this twelve-month period so more time could be spent soliciting qualified vendors to replace Intellectual Technology, Inc.

RSA 270-D:10, effective January 1, 2002, requires that certain persons operating powerboats in excess of 25 horsepower shall first obtain a certificate of boating safety education. Thousands of people have already successfully passed the course and many more are enrolling in the course each year. The referenced contractor prepares and mails the certification cards to those who have successfully completed the course and passed the exam. In addition to those who have attended a course in person, the certification cards are also issued to those who complete an online version of the course and successfully pass a proctored exam.

Since the beginning of fiscal year 2009, expenditures under this contract have totaled approximately \$116,930.71. Although this request to extend the contract for another twelve-month period would result in another estimated expenditure of approximately \$20,000.00, the total expended amount of \$136,930.71 remains below the maximum of \$160,000.00 previously authorized by Governor and Council.

Respectfully submitted,


John J. Barthelmes
Commissioner
Department of Safety



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

Steven J. Kelleher
Acting Commissioner

March 19, 2015

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract amendment with ITI Technologies Inc. (ITI), as described below and referenced as DoIT No. 2009-035C.

This is an amendment to extend the ITI Contract for the production, mailing and accounting for Safe Boating Certificate cards from December 31, 2014 through December 31, 2015. The total Contract not to exceed price remains at \$160,000.

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

Sincerely,

A handwritten signature in black ink that reads "Steven J. Kelleher".

Steven J. Kelleher

SJK/dcp
DOS 2009-035C

cc: David Perry, Contracts Manager, DoIT Logistics

**State of New Hampshire
Department of Safety
RFP 2009-035
CONTRACT AMENDMENT C**

WHEREAS, pursuant to an Agreement approved by Governor and Council on February 18, 2009, item # 59D (herein after referred to as the "Contract") as amended on February 20, 2013, item # 91 and further amended on December 20, 2013 item # 81B by and between the State of New Hampshire acting by and through the Department of Safety (hereinafter referred to as the "State"), and Intellectual Technology, Inc. (hereinafter called the "Contractor"), the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the Department of Safety certain sums as specified therein;

WHEREAS, pursuant to the General Provisions Paragraph 17: *Amendment* of the contract, the agreement may be amended by an instrument in writing signed by the parties, after approval of such amendment by the Governor and Council of the State of New Hampshire.

WHEREAS, the Contractor and the State have agreed to amend the Contract in certain respects;

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

Contract Agreement/General Provisions is hereby amended as follows:

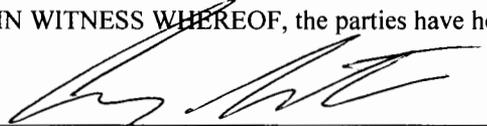
1. Amend Section 1.8: Completion Date by extending the contract end date to December 31, 2015.

Table 1 Contract 2009-035 – DOS Safe Boating Certificate Cards

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2009-035	Original Contract	12/31/2012	\$160,000
2009-035 Amendment A	Amendment to Extend End Date	12/31/2013	\$0
2009-035 Amendment B	Amendment to Extend End Date	12/31/2014	\$0
2009-035 Amendment C	Amendment to Extend End Date	12/31/2015	\$0
	CONTRACT TOTAL		\$160,000

Except as provided herein, all provisions of the Contract shall remain in full force and effect with the terms and conditions set forth therein. This Amendment shall take effect upon the date of approval from the Governor and Executive Council of the State of New Hampshire.

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



Craig Litchin, President
Intellectual Technology, Inc.

Date: 2/25/15

Corporate Signature Notarized:
STATE OF CALIFORNIA

State of New Hampshire
Department of Safety
RFP 2009-035 3-25-15
CONTRACT AMENDMENT B C

COUNTY OF SAN DIEGO

On this the 25TH day of FEBRUARY, 2015, before me the undersigned officer, personally appeared, CRAIG LITZWIN, and acknowledged that he executed this document.

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

Sylvia Martin
Notary Public/Justice of the Peace

My Commission Expires: 5/13/15

(SEAL)



STATE OF NEW HAMPSHIRE

Elizabeth Bielecki
Elizabeth Bielecki, Director of Administration
Department of Safety

On: March 30, 2015

The foregoing contract, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
State of New Hampshire, Department of Justice

On: 4/2, 15

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 INTELLECTUAL TECHNOLOGY, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on April 5, 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 18th day of February, A.D. 2015

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

William M. Gardner
Secretary of State

**CERTIFICATE OF CORPORATE SECRETARY
Of
INTELLECTUAL TECHNOLOGY, INC.**

The undersigned hereby certifies as follows:

1. I am Secretary of Intellectual Technology, Inc., a Delaware corporation, which is has been duly qualified to transact business in New Hampshire, and is presently in good standing in this state;
2. Craig Litchin is the President of Intellectual Technology, Inc.;
3. At a duly noticed meeting of the Intellectual Technology, Inc. Board of Directors held on February 21, 2013, at which a quorum was present, the following resolution was adopted by unanimous vote of the Board;

“RESOLVED, that Craig Litchin in his capacity as President of this corporation, be, and hereby is, authorized on behalf of the corporation to negotiate, enter into, and execute for the corporation, with binding effect on the corporation, such contracts and/or contractual instruments with officials of the various state motor vehicle and other agencies on such terms and conditions as he, in his sole discretion, may deem necessary or appropriate.”

4. The resolution set forth above remains in full force and effect as of the date of this Certificate.

Dated: March 17, 2015

By: 

John W. Low, Secretary



CERTIFICATE OF LIABILITY INSURANCE

OP ID MM
INT1001

DATE (MM/DD/YYYY)

02/25/15

PRODUCER Oscar C. Mitson Insurance 6500 East State Boulevard P. O. Box 15129 Fort Wayne IN 46885- Phone: 260-749-0100 Fax: 260-749-7905	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED ITI INDIANA, LLC INTELLECTUAL TECHNOLOGY, INC. ITI HOLDINGS, INC 1901 CAMINO VIDA ROBLE, STE 204 CARLSBAD CA 92008	INSURER A: CINCINNATI INSURANCE CO.	10677
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CPP 1053278/CPA 1053278	09/01/12	09/01/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CG 2010 07 04 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP 500 <input checked="" type="checkbox"/> COLL 500	CPA 1053278 HIRED & NON-OWNED	09/01/14 09/01/14	09/01/15 09/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CPP 1053278	09/01/12	09/01/15	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$
	OTHER				

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

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE DEPT OF SAFETY 10 HAZEN DR CONCORD NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Mitson Insurance Agency
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2015

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 PAYCHEX INSURANCE AGENCY INC 210705 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME PHONE (A/C, No, Ext) E-MAIL ADDRESS	FAX (A/C, No): (888) 443-6112
	INSURER(S) AFFORDING COVERAGE	
INSURED ITI INDIANA LLC; INTELLECTUAL TECHNOLOGY INC 1901 CAMINO VIDA ROBLE STE 204 CARLSBAD CA 92008	INSURER A: Multiple Companies	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DET RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/IN OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		NA	76 WBS TU9696	02/09/2015	02/09/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations. Re: Boating Certificates

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY 10 HAZEN DR CONCORD, NH 03305	RECEIVED 2 - 5 2015 DEPT OF SAFETY BUSINESS OFFICE	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
-----------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SP-BEP-10-2013-01



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

November 19, 2013

G&C # 91

12-20-2013

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

Requested Action

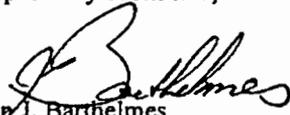
Pursuant to RSA 270-D10, authorize the Department of Safety, Division of State Police to exercise the final renewal option under the contract with Intellectual Technology, Inc (VC #113599) of Carlsbad, CA (originally approved by Governor and Council on February 18, 2009, item #59D) by extending the end date only from December 31, 2013, to December 31, 2014, for the purpose of producing and mailing Boater Education cards for completion of the required education course. All other terms and conditions remain unchanged. Effective upon Governor and Council approval. Funding source: 100 % General Funds.

Explanation

RSA 270-D:10, effective January 1, 2002, requires that certain persons operating powerboats in excess of 25 horsepower shall first obtain a certificate of boating safety education. Thousands of people have already successfully passed the course and many more are enrolling in the course each year. The referenced contractor prepares and mails the certification cards to those who have successfully completed the course and passed the exam. In addition to those who have attended a course in person, the certification cards are also issued to those who complete an online version of the course and successfully pass a proctored exam.

Since the beginning of fiscal year 2009, expenditures under this contract total approximately \$111,970.00. This request to extend the contract for another twelve-month period would result in another estimated expenditure of approximately \$48,029.26, bringing the total expended amount to the previously authorized maximum of \$160,000.00. It is the intent of the Department to bid out these services in order to establish a new contract for Boater Education cards, to come into effect when the current extension expires.

Respectfully submitted,


John J. Barthelmes
Commissioner
Department of Safety

**State of New Hampshire
Department of Safety
Contract #2009-035
CONTRACT AMENDMENT B**

WHEREAS, pursuant to an Agreement approved by Governor and Council on February 18, 2009, item # 59D (herein after referred to as the "Contract") by and between the State of New Hampshire acting by and through the Department of Safety (hereinafter referred to as the "State"), and Intellectual Technology, Inc. (hereinafter called the "Contractor"), the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the Department of Safety certain sums as specified therein;

WHEREAS, pursuant to the provisions of the Contract Exhibit A, Section 4.1, the Contract may be extended for additional periods up to December 31, 2014 at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term;

WHEREAS, the Contractor and the State have agreed to amend the Contract in certain respects;

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

Contract Agreement/General Provisions is hereby amended as follows:

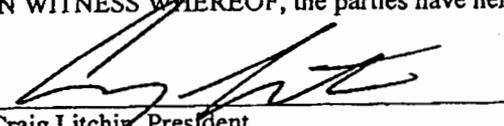
1. Amend Section 1.8: Completion Date by extending the contract end date to December 31, 2014.

Table 1 Contract 2009-035 – DOS Safe Boating Certificate Cards

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2009-035	Original Contract	12/31/2012	\$160,000
2009-035 Amendment A	Amendment to Extend End Date	12/31/2013	\$0
2009-035 Amendment B	Amendment to Extend End Date	12/31/2014	\$0
CONTRACT TOTAL			\$160,000

Except as provided herein, all provisions of the Contract shall remain in full force and effect with the terms and conditions set forth therein. This Amendment shall take effect upon the date of approval from the Governor and Executive Council of the State of New Hampshire.

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



 Craig Litchin, President
 Intellectual Technology, Inc.

Date: 11/8/13

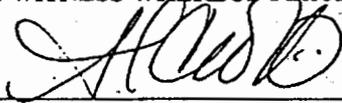
Corporate Signature Notarized:
 STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

State of New Hampshire
Department of Safety
Contract # 2009-035
CONTRACT AMENDMENT B

On this the 8th day of NOVEMBER, 2013, before me the undersigned officer, personally appeared, CRAIG LITCHIN, and acknowledged that he executed this document.

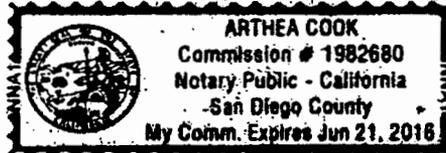
IN WITNESS WHEREOF I hereunto set my hand and official seal:



Notary Public/Justice of the Peace

My Commission Expires: 06/21/2016

(SEAL)



STATE OF NEW HAMPSHIRE


Elizabeth Bielecki, Director of Administration
Department of Safety

On: 11/19/2013

The foregoing contract, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

By: 
State of New Hampshire, Department of Justice

On: December 2, 2013

SP-MP-11-2012-01



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

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

January 11, 2013

J+C # 81B
02-20-2013

Requested Action

Pursuant to RSA 270-D10, authorize the Department of Safety, Division of State Police to retroactively exercise a renewal option under the contract with Intellectual Technology, Inc (VC #113599) of Carlsbad, CA (originally approved by Governor and Council on February 18, 2009, item #59D) by extending the end date only from December 31, 2012, to December 31, 2013, for the purpose of producing and mailing Boater Education cards for completion of the required education course. All other terms and conditions remain unchanged. Effective upon Governor and Council approval. Funding source: 100 % General Funds.

Funds are available in the following account titled Boater Education in SFY 2013 and anticipated to be available in SFY2014 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

02-23-23-2340-50110000 Dept of Safety Div of State Police Boater Certification
103-502664 Contracts for Op Services

	<u>SFY</u> <u>2009</u>	<u>SFY</u> <u>2010</u>	<u>SFY</u> <u>2011</u>	<u>SFY</u> <u>2012</u>	<u>SFY</u> <u>2013</u>	<u>SFY</u> <u>2014</u>	<u>Total</u>
Original Contract	\$20,000	\$40,000	\$40,000	\$40,000	\$20,000		\$160,000
Amended Contract	\$20,000	\$40,000	\$40,000	\$35,000	\$17,500	\$7,500	\$160,000

Explanation

This request is retroactive due to delays in receiving signed, original paperwork from the vendor. RSA 270-D:10, effective January 1, 2002, requires that certain persons operating powerboats in excess of 25 horsepower shall first obtain a certificate of boating safety education. Thousands of people have already successfully passed the course and many more are enrolling in the course each year. The referenced contractor prepares and mails the certification cards to those who have successfully completed the course and passed the exam. In addition to those who have attended a course in person, the certification cards are also issued to those who complete an online version of the course and successfully pass a proctored exam.

Since the beginning of fiscal year 2009, expenditures under this contract total approximately \$92,000.00. This request to extend the contract for another twelve-month period would result in another estimated expenditure of approximately \$25,000.00. This would amount to an anticipated \$43,000.00 below the previously authorized maximum of \$160,000.00.

Respectfully submitted,

John J. Barthelmes
Commissioner
Department of Safety

State of New Hampshire
 Department of Safety
 RFP 2009-035
 CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council on February 18, 2009, item # 59D (herein after referred to as the "Contract") by and between the State of New Hampshire acting by and through the Department of Safety (hereinafter referred to as the "State"), and Intellectual Technology, Inc. (hereinafter called the "Contractor"), the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the Department of Safety certain sums as specified therein;

WHEREAS, pursuant to the provisions of the Contract Exhibit A, Section 4.1, the Contract may be extended for additional periods up to December 31, 2014 at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term;

WHEREAS, the Contractor and the State have agreed to amend the Contract in certain respects;

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

Contract Agreement/General Provisions is hereby amended as follows:

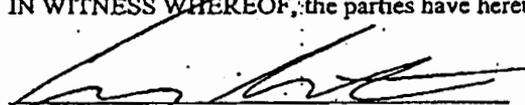
1. Amend Section 1.8: Completion Date by extending the contract end date to December 31, 2013.

Table 1 Contract 2009-035 – DOS Safe Boating Certificate Cards

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
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2009-035 Amendment A	Amendment to Extend End Date	12/31/2013	\$0
CONTRACT TOTAL			\$160,000

Except as provided herein, all provisions of the Contract shall remain in full force and effect with the terms and conditions set forth therein. This Amendment shall take effect upon the date of approval from the Governor and Executive Council of the State of New Hampshire.

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


 Craig Litchin, President
 Intellectual Technology, Inc.

Date: 12/27/12

Corporate Signature Notarized:
 STATE OF _____
 COUNTY OF _____

On this the _____ day of _____, 2012, before me the undersigned officer, personally appeared, _____, and acknowledged that he executed this document.

State of New Hampshire
Department of Safety Staff Augmentation
RFP 2011-017
Staff Augmentation Contract
CONTRACT AMENDMENT BA

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

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

STATE OF NEW HAMPSHIRE

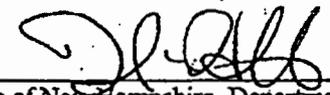


John Beardmore, Director of Administration
Department of Safety

On: Jan 16, 2013

The foregoing contract, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

By: 

State of New Hampshire, Department of Justice
David M. Hill

On: 1/31, 2013

Sent to Warren 01.20.09

G+C 021809
59D



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
39 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

January 27, 2009

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

Requested Action

Authorize the Department of Safety, Division of Safety Services to enter into a four-year contract with Intellectual Technology Inc. (VC#113599), Carlsbad, CA, in an amount not to exceed \$160,000.00, to produce and mail Boater Education Cards for individuals who have successfully completed the required education course. Effective upon Governor and Council approval through December 31, 2012, with the option to extend for additional one-year periods up to December 31, 2014, at the sole option of the State. Funding source: 100% Navigation Safety Fund

Funds are available in the account titled Boater Certification in SFY 2009 and are anticipated to be available in SFY 2010, SFY 2011, SFY2012 and SFY2013 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Activity Code: 2350	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>
Account No: 010-023-5011-020-0217	\$20,000	\$40,000	\$40,000	\$40,000	\$20,000
Current Expenses - Printing and Binding					

Explanation

RSA 270-D10, effective January 1, 2002, requires that certain persons operating power boats in excess of 25 horsepower shall first obtain a certificate of Boating Safety Education. Thousands of people have already successfully passed the course and many more are enrolling in the course each year. This contractor prepares and mails the cards to those who have successfully completed the course and passed the exam.

Since boater education became mandatory in 2002 the Division of Safety Services has certified 121,913 boaters. In 2006 HB 1463 became effective requiring every boater take a proctored exam with a minimum passing grade of 80%. The State of New Hampshire is in the top six nationally for the number of certifications issued to boaters in the United States.

A Request for Bid (RFB) was sent, posted on the state purchasing website and mailed to possible bidders on October 1, 2008, with a bid opening date of October 27, 2008. Only Intellectual Technology Inc. and Marquis submitted proposals. Intellectual Technology's bid price was significantly lower than Marquis—see bid tally attached.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety



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
<http://www.doit.nh.gov>

Richard C. Bailey, Jr.
Chief Information Officer

January 29, 2009

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

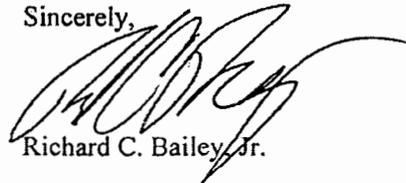
This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract with ITI Technologies Inc., (ITI) as described below and referenced as DoIT No. 2009-035.

This is a contract to secure ITI for the production, mailing and accounting for Safe Boating Certificate cards from February 4, 2009 through December 31, 2012, with the option to extend for additional one-year periods up to December 31, 2014 at the sole option of the State. The total contract price is not to exceed \$160,000.

This project was originally set forth in the Department of Safety SITP for 2002-2003, project SS05.

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

Sincerely,



Richard C. Bailey, Jr.

RCB/dcp
DOS 2009-35
RID 7827

cc: Leslie Mason, Contracts Manager, DoIT Logistics
Tony Cardoza, DOS Boating Safety Manager
Brian Lumbert, DOS DoIT Manager

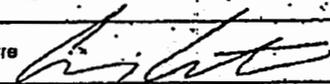
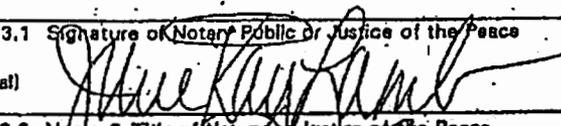
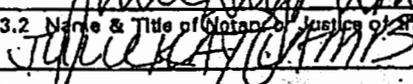
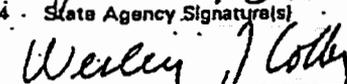
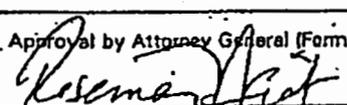
Subject: Production, mailing and accounting of Safe Boating Certificate cards

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 Department of Safety		1.2 State Agency Address 33 Hazen Drive, Concord, NH. 03305	
1.3 Contractor Name Intellectual Technology, Inc.		1.4 Contractor Address 1826 Kellogg Avenue, Suite A Carlsbad, CA 92008	
1.5 Account No. 010-023-6011-020	1.6 Completion Date December 31, 2012	1.7 Audit Date N/A	1.8 Price Limitation Not to Exceed \$160,000.00
1.9 Contracting Officer for State Agency Wesley Colby		1.10 State Agency Telephone Number 603-271-2589	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signor Craig Litchin, President Intellectual Technology, Inc.	
1.13 Acknowledgment: State of _____, County of _____ N/A On _____ 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 N/A (Seal) 			
1.13.2 Name & Title of Notary or Justice of the Peace 		See California All-Purpose Certificate of Acknowledge attached.	
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Wesley Colby, Director of Administration	
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: 1-27-09			
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 1.6 in the event funds in that account are reduced or unavailable.

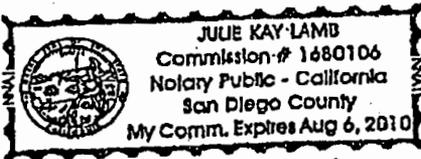
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On 1-9-9 before me, JULIE KAY LAMB, NOTARY PUBLIC
Date Here (insert Name and Title of the Officer)

personally appeared CRAIG LITCHIN
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal

Signature Julie Kay Lamb
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

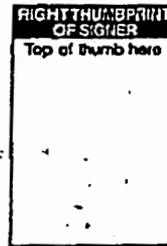
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
SAFE BOATER CERTIFICATION CARDS
CONTRACT NUMBER 2009-035
CONTRACT EXHIBIT A
STATEMENT OF WORK

1. INTRODUCTION

The State of New Hampshire ("State") desires to contract with Intellectual Technology Inc., a California corporation ("ITI"), to procure the production, first class mailing and accounting for Safe Boating Certificate Cards.

The Contract price is not to exceed \$160,000

TERMS AND DEFINITIONS

Capitalized terms used in the Contract will have the meanings given below.

Bureau of Purchase and Property	The State of New Hampshire, Department of Administrative Services, Purchasing Division
Change Order	A document issued by the State of New Hampshire to alter a product request
Contract	A binding agreement between the State of New Hampshire and ITI
Contract Administrator	The State employee responsible for Contract execution
Contract Documents	Documents that comprise this Contract (See Statement of Work Section 2.)
Cure Period	The time allowed whereby ITI may fix the cause of a default.
Deliverables	Any written, software, or non-software deliverable (letter, report, manual, book, other), provided by ITI to the State under the terms of the Contract.
DoIT	Department of Information Technology, an agency of the State of New Hampshire
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval.
Governor and Executive Council	The Governor for the State of New Hampshire and the Governor's Council. This body has the authority and responsibility over the administration of the affairs of the State as defined in the New Hampshire Constitution and the New Hampshire statutes.
Notice of Default	A formal notice declaring that a failure to comply with the Contract has occurred.
Ordered Product(s)	Software licenses and media, software license renewals, and software maintenance and technical support for personal computer and network software which ITI obtained for delivery to the State of New Hampshire.
Order(s)	The items listed in Exhibit B, <i>Payment Schedule-Fixed Price, Table 1: IT Services Deliverables and Payment Schedule.</i>
Product(s)	Commercial software licenses and media, software license renewals, and software maintenance and technical support for personal computers and network software.

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Purchasing Agency End User	Any State of New Hampshire agency that orders Products through the Department of Information Technology
Return Authorizations	Upon notifying ITI that the State no longer desires Ordered Products that have either not been used and/not received, then the State is NOT liable to pay for such products.
Services	The work to be performed by ITI and Subcontractors as described in the Contract.
State	State of New Hampshire, Department of Information Technology (DoIT) and Purchasing Agency End User as applicable
Subcontractor	A person, partnership, or company contracted by ITI to perform under the Contract.
Term	The contract period of time.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. *State of New Hampshire Terms and Conditions, General Provisions Form P-37*
- b. Exhibit A Statement of Work
- c. Exhibit B Payment Schedule -Fixed Price
- d. Exhibit C Special Provisions
- e. Exhibit D Department of Safety Bid Number 2009-035.
- f. Exhibit E ITI Bid Response to Bid Number 2009-035
- g. Exhibit F Certificates and Attachments

3. SCOPE OF SERVICES

ITI shall provide the State with Safe Boater Certification Card production, distribution and accounting services, as set forth in Exhibit A: Statement of Work and Exhibit B: *Payment Schedule-Fixed Price* of this Contract.

4. TERM

4.1 Period of Performance

The Contract shall take effect on February 4, 2009 or upon Governor and Executive Council Approval, whichever is later, after full execution by the parties, and receipt of required governmental approvals, including, but not limited to, the New Hampshire Governor and Executive Council approval. It shall remain in effect through December 31, 2012, unless otherwise terminated in accordance with this Contract. The Term may be extended for additional periods up to December 31, 2014, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term.

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4.2 Termination for Convenience

Notwithstanding the foregoing, the State may terminate this Contract, at its sole discretion, for any reason upon thirty (30) days written notice to ITI. Upon termination for convenience, ITI shall refund any unused portion of the Contract to the State.

5. CONTRACT ADMINISTRATION

5.1 ITI CONTRACT MANAGER

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

Craig Litchin
President

1926 Kellogg Avenue, Suite A
Carlsbad, CA 92008

Telephone: 760-476-9100

Facsimile: 760-476-9150

E-mail:

clitchin@iti4dmv.com or the designated successor.

5.2 STATE CONTRACT MANAGER

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

Wesley Colby

Director of Administration

33 Hazen Drive

Concord, NH 03305

Telephone: 603-271-2589

Facsimile: 603-271-4017

6. STATEMENT OF WORK/DELIVERABLES/WORK PLAN

ITI will provide Safe Boater Certification Card printing and processing services for the New Hampshire Department of Safety, Division of Safety Services through December 31, 2012 as described in DOS BID 2009-035: *Safe Boater Certification Cards, Section 19: Statement of Work.*

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

6.1 Business Requirements

The Division of Safety Services is charged with the implementation and oversight of the mandatory safe boating education program, pursuant to RSA 270-D:10 et seq, for

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all persons operating a motorized vessel in excess of 25 horsepower on the public waters of New Hampshire. The processing of boater examination data, including the creation and distribution of Safe Boating Certificate cards, will fulfill a portion of this mandate.

6.2 Specifications.

- 6.2.1 The vendor will provide a complete range of services. From production of cards through mailing and status reporting.
- 6.2.2 The Division of Safety Services will send an electronic file of Safe Boating Certificate card data to the vendor utilizing 'secure FTP' at least once per week for processing.
- 6.2.3 The State reserves the right to increase or decrease the frequency of transmissions, depending on seasonal variations in the number of examinations taken.
- 6.2.4 The vendor will provide all material, postage, labor, facilities and processing required to produce, and mail the card(s).
- 6.2.5 First class postage is required but zip code sorting and other techniques that reduce the normal first class postage rates are highly favored by DOS.
- 6.2.6 The vendor will produce an audit file containing information on the cards produced and mailed. This audit file must be electronically transmitted to the Division of Safety Services, utilizing 'secure FTP', no later than the next State of New Hampshire business day, following the creation of a batch of Safe Boating Certificate cards. See Appendix 2 for the file layout.
- 6.2.7 Turnaround time: From the time the Vendor receives the Safe Boating Certificate card file, transmitted by the Division of Safety Services, to the time the Safe Boating Certificate cards are delivered to the United States Postal Service, will be no more than five (5) State of New Hampshire business days.
- 6.2.8 The Division of Safety Services, Marine Patrol Bureau emblem will appear on all Safe Boating Certificate cards in the space indicated, on the Safe Boating Certificate layout. See Appendix 4 for a proposed card layout. Exact placement of fields, fonts and other similar printing details will be by mutual agreement.
- 6.2.9 The National Association of State Boating Law Administrators (NASBLA) emblem will appear on Safe Boating Certificate cards for NASBLA approved safe boating courses only. Edits for this determination follow in the Technical Requirements section.
- 6.2.10 Card Requirements
 - 6.2.10.1 The finished card and printed information must be totally water-resistant.
 - 6.2.10.2 The finished card must be 2 1/8 X 3 3/8 x 30 mil over laminated that meet ISO - 7810 ID -1 specifications (CR-80)
 - 6.2.10.3 Seven (7) Year life composite
 - 6.2.10.4 State Seal Watermark
 - 6.2.10.5 PVC Material
 - 6.2.10.6 Holographic laminate front and clear laminate back with overlay finish
- 6.2.11 Mailer Requirements
 - 8 1/2 X 11 Sheet with printing

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- 6.2.11.1 2 1/8 X 3 3/8 Plastic card holder
 - 6.2.11.2 Certificate number and mailing address
 - 6.2.12 The vendor process to create Safe Boating Certificate cards must contain edit logic to transform data file values to information printed on the certificate card. Specifications are in the Technical Requirements section.
 - 6.2.13 Samples of all materials proposed by the vendor must be included with the RFB responses.
 - 6.2.14 Future legislative changes may increase the volume of cards required. Vendor must be able to increase capacity to 35,000 cards per year.
 - 6.2.15 Vendor must have established customer base which is 6.2.10.14 being provided similar services. References must be provided in accordance with Section 17.0.
- 6.3 Estimated Volumes. The following table represents the Division of Safety Services best estimate of card volumes. There is no guarantee these estimates will match actual production volumes.

Table 19.1 Card Volumes

Contract Term Ending	Estimated Volume
December 31, 2009	16,000
December 31, 2010	14,000
December 31, 2011	12,000
December 31, 2012	10,000

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6.4 Test Plan and Schedules

Testing and integration of manual components and automated functions of the Safe Boating Certificate Card project will be required. The following will also be required.

- a. Status update meetings and minutes, as required by the State
- b. Comprehensive Test Plan approved by the State.

6.5 Technical Requirements.

The Division of Safety Services will export an ASCII, comma delimited file of Safe Boating Certificate card data (see Appendix 1 for file specifications) to the Vendor. The number of records may vary from less than one hundred to several hundred per file depending on seasonal variations in the number of examinations taken. The vendor must have electronic capability to receive the file from the Division of Safety Services. The vendor must respond within five (5) State of New Hampshire business days, complying with the requirements in Appendix 2, from the time the file is sent by the Division of Safety Services.

6.5.1 Card Production Requirements. Within the specified timeframe at minimum the vendor will do the following:

- 6.5.1.1 Print individual Safe Boating Certificate cards utilizing the data received from the Division of Safety Services. (Appendix 1).
- 6.5.1.2 Package and address the card (using the recipients mailing address) per United States Postal Service specifications for first class mail and deliver to the United States Post Office.

6.5.2 Reporting.

- 6.5.2.1 After processing boater education certificate data into individual certificate cards, the vendor will produce and electronically transmit to the Division of Safety Services, an ASCII comma delimited file (see Appendix 2 for file specifications). This file will be imported into the Division of Safety Services software to update the "issued date" on the master person maintenance screen and also will be used for audit purposes.

6.5.3 Card Specifications.

- 6.5.3.1 The NASBLA logo will be provided in .tif format to the winning vendor only
- 6.5.3.2 The NASBLA logo, when present on the card, will be the color blue.
- 6.5.3.3 The Division of Safety Services, Marine Patrol emblem will be provided in .tif format to the winning vendor only.
- 6.5.3.4 The card will not contain raised lettering. The card will be the color white with blue lettering. The shade of blue to be mutually determined.
- 6.5.3.5 A 2D bar code will appear on the back of the card. The derivative of the American Association of Motor Vehicle Administrators (AAMVA) 2D bar code standard will be used. The standard and information on its

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usage will be found on the AAMVA web site at:
<http://www.aamva.org/KnowledgeCenter/Standards/>

6.5.4 The following required data elements will be contained in the bar code:

- 6.5.4.1 Certificate Number
- 6.5.4.2 6.5.4.2 Name (First, Middle Initial, Last, Suffix)
- 6.5.4.3 6.5.4.3 DOB (Date of Birth)
- 6.5.4.4 Legal Address
- 6.5.4.5 Country Code (blank for the United States)
- 6.5.4.6 Sex
- 6.5.4.7 Hair Color
- 6.5.4.8 Eye Color
- 6.5.4.9 Height

6.5.5 Data Element Cross-Reference.

The following table shows the relationship of AAMVA data elements to Safe Boating Certificate card data elements for the 2D bar coding:

AAMVA Data Element	Safe Boating Certificate Card Data Element
Driver License Name	Name (First Name, Middle Initial, Last Name, Suffix)
Driver Mailing Street Address 1	Legal Address
Driver Mailing City	Legal Address City
Driver Mailing Jurisdiction Code	Legal Address State
Driver Mailing Postal Code	Legal Address Postal Code
Driver License/ID Number	Certificate Number
Driver License Classification Code	N/A
Driver License Restriction Code	N/A
Driver License Endorsements Code	N/A
Driver License Expiration Date	N/A
Date of Birth	Date of Birth
Driver Sex	Sex
Driver License or ID Document Issue Date	N/A
Height	Height
Weight	N/A
Eye Color	Eye Color
Hair Color	Hair Color
Jurisdiction Defined Code	Country Code (blank for the United States)

6.5.6 Edits.

The NASBLA logo will appear based on the following logic:

A) If Type-of-Test = "CL"

1)

Print the NASBLA emblem on the front of the card in the space indicated on the Safe Boating Certificate card layout

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- 2) Print "NASBLA APPROVED" at the bottom of the front of the card
 - 3) Print "CLASS ROOM" next to "Certification Source:" on the back of the card.
- B) If Type-of-Test = "IN" and NASBLA-Approved-Course-Indicator = "Y"
- 1) Print the NASBLA emblem on the front of the card in the space indicated on the Safe Boating Certificate card layout
 - 2) Print "NASBLA APPROVED" at the bottom of the front of the card
 - 3) Print "INTERNET" next to "Certification Source:" on the back of the card.
- C) If Type-of-Test = "IN" and NASBLA-Approved-Course-Indicator = "N"
- 1) DO NOT print NASBLA emblem on the card
 - 2) Print "NEW HAMPSHIRE ONLY" at the bottom of the front of the card
 - 3) Print "INTERNET" next to "Certification Source:" on the back of the card
- D) If Type-of-Test = "TO"
- 1) DO NOT print NASBLA emblem on the card
 - 2) Print "NEW HAMPSHIRE ONLY" at the bottom of the front of the card
 - 3) Print "TEST OUT" next to "Certification Source:" on the back of the card
- E) If Type-of-Test = "HS" and NASBLA-Approved-Course-Indicator = "Y"
- 1) Print the NASBLA emblem on the front of the card in the space indicated on the Safe Boating Certificate card layout
 - 2) Print "NASBLA APPROVED" at the bottom of the front of the card
 - 3) Print "HOME STUDY" next to "Certification Source:" on the back of the card.
- F) If Type-of-Test = "HS" and NASBLA-Approved-Course-Indicator = "N"
- 1) DO NOT print NASBLA emblem on the card
 - 2) Print "NEW HAMPSHIRE ONLY" at the bottom of the front of the card
 - 3) Print "HOME STUDY" next to "Certification Source:" on the back of the card

7. ADDITIONAL TERMS AND CONDITIONS

7.1 INTELLECTUAL PROPERTY RIGHTS, AND CONFIDENTIALITY

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- 7.1.1 ITI agrees to maintain the confidentiality of, and to protect from unauthorized use, disclosure, publication, and reproduction, all confidential information of the State that becomes available to ITI in connection with its performance under the Contract. ITI shall not use any information obtained from the State during the performance of the Contract, except as is directly connected to and necessary, for ITI's performance under the Contract.
- 7.1.2 Any disclosure of the State's confidential information shall require prior written approval of the State. Information shall include, but not be limited to all data, record telecommunications content, studies, reports, written and software data files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. The State's confidential information includes but is not limited to information of the State that is not predetermined to be subject to public disclosure under the laws of the State of New Hampshire.
- 7.1.3 ITI shall immediately notify the State if a subpoena or other legal process is served upon ITI regarding the State's confidential information, and ITI shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the State's confidential information, ITI shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law or in equity, including, but not limited to injunctive relief.
- 7.1.4 ITI shall not disclose any information obtained from the State during the performance of the Contract, except as is directly connected to and necessary for ITI's performance under the Contract.
- 7.1.5 Insofar as ITI seeks to maintain the confidentiality of its confidential or proprietary information, ITI must clearly identify in writing the information it claims to be confidential or proprietary. ITI 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 applicable state and federal law, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by ITI as confidential or proprietary, the State shall notify ITI 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 ITI's responsibility and at ITI's sole expense. If ITI fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to ITI, without liability to ITI.
- 7.1.6 This section 7.1 shall survive the termination of the Contract.

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8. FORCE MAJEURE

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

9. ITI PARTICIPATION

ITI has read and agrees to all procedures as contained Contract Attachment 1 *Required Work Procedures*.

10. INTERNAL ESCALATION PROCEDURE FOR DISPUTES

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

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

Dispute Resolution Responsibility and Schedule Table

<u>Level</u>	<u>ITI</u>	<u>The State</u>	<u>Cumulative allotted time</u>
Primary	Travis Burton Production Technician	Brian Lumbert - Project Manager	5 Business Days
First	Marybeth Courtwright Production Manager	Albert Sheldon - Director of Information Technology	10 Business days
Second	Drew Nicholson -- Project Coordinator	Earl Sweeney -- Assistant Commissioner	15 Business Days
Third	Craig Litchin -- President	John J. Barthelmas -- Commissioner of Safety	20 Business days

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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.

11. ASSIGNMENT, DELEGATION and SUBCONTRACTS

- 11.1 ITI shall not assign, delegate or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the other party. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.
- 11.2 ITI shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Successor") are used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall not relieve ITI of any of its obligations under the Contract; not affect any remedies available to the State against ITI that may arise from any event of default of the provisions of the Contract; and the State will consider ITI to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

12. THE CONTRACTOR'S RELATION TO THE STATE

In the performance of the Contract, ITI is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither ITI, 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.

13. WARRANTY

ITI warrants that the Services and Deliverables furnished under this Contract do not infringe any patent, copyright, trade secret or other intellectual property rights. ITI agrees to defend and indemnify and hold harmless the State in the event of any such infringement claim against the State.

ITI warrants that all documents created under this contract will conform to the specifications of this bid and any future amendments thereto.

ITI warrants that all services to be provided under the Contract will be provided expediently and in a professional manner in accordance with RFB; and that Services will comply with performance standards.

ITI 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.

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ITI agrees to maintain, repair, and correct Deficiencies in the System, Non-software Deliverables, and Written Deliverables during the Warranty Period, at no additional cost to the State, in accordance with the specifications and terms and requirements of the Contract.

13.1 Warranty Period The warranty period will initially commence upon the State issuance of a Letter of Acceptance and will continue for the length of the contract. Any Deficiencies with the System must be corrected and run fault free for thirty (30) calendar days.

14. TERMINATION

Either party may terminate this Contract at any time if the other party is in default of its obligations under this Contract and such default remains unremedied for a period of 30 days from the date of receipt of notice of default by the non-defaulting party. Such right of termination shall be in addition to all other rights and remedies to which the parties are entitled. Events of default shall include, without limitation: ITI's breach of or failure to perform any warranty or other obligation contained in the Contract; or ITI ceasing to conduct Maintenance and Support Services.

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MAINTENANCE/LICENSE CONTRACT EXHIBIT B
PAYMENT SCHEDULE- FIXED PRICE

1. **DELIVERABLE PAYMENT SCHEDULE.**

All charges by Intellectual Technology Inc. under this Contract shall be at a fixed price in accordance with the schedules set forth in Table 1 below.

2. **FIXED PRICE**

Table 1: Payment Schedule: Total Cost of Production & Mailing per Card

	<u>1/1/09 –</u> <u>12/31/09</u>	<u>1/1/10 –</u> <u>12/31/10</u>	<u>1/1/11 –</u> <u>12/31/11</u>	<u>1/1/12 –</u> <u>12/31/12</u>	<u>1/1/13 –</u> <u>12/31/13</u>	<u>1/1/14 –</u> <u>12/31/14</u>
<u>Per Card</u> <u>Production</u> <u>Rate</u>	\$1.99	\$2.19	\$2.34	\$2.40	\$2.46	\$2.55

Notwithstanding any other provision of this Contract, in no event shall the total payment made by the State exceed \$160,000. through December 31, 2012.

3. **PAYMENTS**

The State shall pay Intellectual Technology Inc. within thirty (30) calendar days of the State's receipt of a correct and undisputed invoice.

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Exhibit C
Special Provisions

1. Special Provision

Both parties agree to amending section 14.1.1 of the P-37 amount of insurance to agree with the vendor's coverage of comprehensive general liability of \$1,000,000 each occurrence and excess/umbrella liability of \$2,000,000 each occurrence. ITI acknowledges its responsibility to maintain a minimum of \$2,000,000 of liability insurance per occurrence between the general liability and excess/umbrella coverage for the life of the contract.

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Exhibit D
DEPARTMENT OF SAFETY BID DOCUMENT

NH Department of Safety RFB 2009-035

Incorporated is attached herewith.

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Exhibit E
ITI BID BY REFERENCE

The Intellectual Property, Inc. Proposal to the Department of Safety, Division of Safety Services RFB 2009-035 is incorporated herein by reference.

2009-035 Exhibit E - ITI Bid by Reference

Initial All Pages:

ITI Initials cel

1/7/2009

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EXHIBIT F
CERTIFICATES AND ATTACHMENTS

Attached are:

- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance

TITLE XXII

NAVIGATION; HARBORS; COAST SURVEY

CHAPTER 270-D

BOATING AND WATER SAFETY ON NEW HAMPSHIRE PUBLIC WATERS

Safe Boater Education

Section 270-D:10

270-D:10 Certificate Required. –

I. No person born on or after the dates provided in this section shall operate a motorized vessel with any type of power motor in excess of 25 horsepower on the public waters of this state without first obtaining a certificate of boating safety education in accordance with this subdivision:

Date of Birth Certificate Required	
January 1, 1983	January 1, 2002
January 1, 1977	January 1, 2003
January 1, 1973	January 1, 2004
January 1, 1967	January 1, 2005
January 1, 1963	January 1, 2006
January 1, 1957	January 1, 2007
All	January 1, 2008

II. The commissioner may enter into contracts with individuals, public or private corporations or institutions for assistance in developing, assisting, and conducting safe boater education courses.

III. The commissioner shall establish minimum requirements for the qualification of safe boater education instructors. The minimum requirements shall include, but not be limited to, the following:

(a) The instructor shall be 18 years of age or older.

(b) The instructor shall have at least 2 years of recent boating experience.

(c) The instructor shall hold a certificate evidencing successful completion of a safe boater education course that meets or exceeds the requirements of this subdivision, a certificate from the United States Coast Guard, or a certificate from the United States Power Squadron.

IV. The commissioner may appoint one or more training specialists who shall assist in establishing safe boater education courses throughout the state, support and implement program guidelines and supervise instructors.

V. In establishing the safe boater education course of instruction and examination pursuant to this section, the commissioner may offer a correspondence course through electronic or other means that is consistent with the applicable standard of competency and safety established by this section.

Source. 2000, 52:3. 2002, 272:2, eff. May 18, 2002.