

2/16



**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*

August 30, 2013

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

*Sole Source*

**REQUESTED ACTION**

- 1) Authorize the Department of Information Technology (DoIT) to amend a **SOLE SOURCE** direct supplier relationship contract (Contract 2008-020) with Allen Systems Group, Inc. (ASG), of Naples, Florida (Vendor # 175894) to increase the contract amount by \$243,628.55 from \$696,622.59 to \$940,251.14. for the purpose of supporting DHHS-DFA New HEIGHTS Application growth and to increase the MIPS capacity from 350 to 392 for the mainframe computer resource licenses, maintenance, and technical support services, effective upon Governor and Council approval.
  
- 2) Further authorize the Department to extend the expiration date of the contract from August 30, 2014 to August 30, 2016

**100% Other (Agency Class 027) funds: the Agency Class 027 used by the Department of Health and Human Services to reimburse DoIT for this work will be 58% General and 42% Federal.** Funding for State Fiscal Years (SFY) 2014 and 2015 is available in the following Department of Information Technology accounts and is anticipated to be available in SFY 2016 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.

<b>FY</b>	<b>CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME</b>	<b>JOB #</b>	<b>AMOUNT</b>
	<b>CLASS CODE-ACCOUNT CODE-CLASS TITLE</b>		
<b>2014</b>	01-03-03-030010-77030000 - DoIT- Central IT Svc and Ops 038-500178 - Software Mainframe/Network	03950047	<b>\$56,307.45</b>
<b>2015</b>	01-03-03-030010-77030000 - DoIT- Central IT Svc and Ops 038-500178 - Software Mainframe/Network	03950047	<b>\$93,660.55</b>
<b>2016</b>	01-03-03-030010-77030000 - DoIT- Central IT Svc and Ops 038-500178 - Software Mainframe/Network	03950047	<b>\$93,660.55</b>
	<b>CONTRACT AMENDMENT AMOUNT</b>		<b>\$243,628.55</b>

July 24, 2013

Page 2

### EXPLANATION

This amendment is **SOLE SOURCE** because there is no other vendor that can provide software upgrade services to this application. The ASG proprietary software, used by the Department of Information Technology since 1997 to efficiently monitor, schedule and manage the mainframe computing resources in support of the DHHS applications, NECSES and New Heights, is reliable and deeply integrated into the applications and the operations management. In 2008, the Department of Information negotiated a direct supplier agreement with Allen Systems Group to ensure the best pricing levels for the State. Governor approved the original contract and Council on August 22, 2007, Item #17, amended the agreement on September 22, 2010, Item #26, and further amended it on May 9, 2012, Item #3.

The DHHS-DFA New HEIGHTS mainframe has experienced substantial growth in demand due to increases in the number of cases and workload, the opening of the system for access by citizens, the modernization of the New HEIGHTS application and the bringing the remainder of the district offices up on electronic imaging. This request supports increasing the licensed processing capacity from 350 MIPS to 392 MIPS. The increase in processing capacity has been modeled and tested to provide improved response times for all users, with room for additional estimated growth for the next 12-15 months.

The ASG contract conforms to the DoIT Strategic Goal of Improving and Standardizing State Government IT Infrastructure, specifically Software Procurement Streamlining as documented in the New Hampshire Information Technology Plan 2006-2009, approved October 18, 2005 by the Governor and Executive Council.

**100% Other (Agency Class 027) funds: the Agency Class 027 used by the Department of Health and Human Services to reimburse DoIT for this work will be 58% General and 42% Federal.**

The Department of Information Technology respectfully requests your approval of this contract.

Respectfully submitted,



Peter C. Hastings  
Commissioner



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**Peter C. Hastings**  
*Commissioner*

August 30, 2013

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

Dear Director Pouliot,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Operations Division's request to amend a contract with Allen Systems Group, Incorporated (ASG) as described below and referenced as DoIT No. 2008-020C.

Authorize the Department of Information Technology to amend their direct supplier relationship contract to increase the contract amount by \$243,628.55 from \$696,622.59 to \$940,251.14 for the purpose of supporting DHHS-DFA New HEIGHTS Application growth and to increase the MIPS capacity from 350 to 392 for the mainframe computer resource licenses, maintenance, and technical support services with Allen Systems Group, Inc. of Naples, Florida effective upon Governor and Council approval.

Please include this letter in the Department of Information Technology's submission to Governor and Council for approval.

Sincerely,

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

Peter C. Hastings  
Commissioner

PCH/ltn  
DOIT 2008-020C  
RID# 14258

cc: Robert Coffey, Operations Division

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2008-020  
CONTRACT AMENDMENT C**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2008-020, on August 22, 2007, Item #17 and amended on September 22, 2010, Item #26, and further amended on May 9, 2012, Item #3 (herein after referred to as the "Agreement"), Allen Systems Group, Inc (hereinafter referred to as "Vendor" or "ASG") 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") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to increase the mainframe platform processor speed ("MIPS") from 350 MIPS to 392 MIPS for all products except Naviplex;

WHEREAS, the Department wishes to increase the Contract price by \$243,628.55 to bring the total contract price from \$696,622.59 to \$940,251.14;

WHEREAS, the Department wishes to extend the contract expiration from August 30, 2014 to August 30, 2016;

WHEREAS, 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:

The Agreement is hereby amended as follows:

1. Amend Section 1.6 of the Agreement (Page 1) by changing the Completion Date to August 30, 2016;
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$243,628.55 from \$696,622.59 to \$940,251.14;
3. The Agreement is further amended as described in Table 1:

**Table 1**

Contract #2008-020	AMENDED TEXT			
Statement of Work Section Number				
Section 9.6 Dispute Resolution	Delete the Dispute Resolution Chart and replace with:			
	LEVEL	ASG	THE STATE	CUMULATIVE ALLOTTED TIME
	Primary	Robert Collier, VP of Worldwide Support	Wendy Pouliot, Director,* Contract/Project Manager	5 Business Days
	First	Richard L. Vance, Executive VP of Operations	Wendy Pouliot, Director,* Contract/Project Manager	10 Business Days
	Second	Derek S. Eckelman, Chief Operating Officer	Peter C. Hastings Commissioner*	15 Business Days

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2008-020  
CONTRACT AMENDMENT C**

**Contract #2008-020  
Exhibit A  
Section Number**

**Section 2.3  
Support Services**

Delete the table in Section 2.3 Support Services and replace with:

License	MIPS	Type	Operating System	Dates/ Maintenance	Ship
NaviPlex Plus 5 clients	300	Perpetual	Z/OS	8/31/07 to 8/30/14	NO
TMON ZOS (Previously TMON MVS)	350 4/1/12 392 8/31/13	Perpetual	Z/OS	8/31/07 to 8/30/16	NO
TMON DB2	350 4/1/12 392 8/31/13	Perpetual	Z/OS	8/31/07 to 8/30/16	NO
TMON CICS	350 4/1/12 392 8/31/13	Perpetual	Z/OS	8/31/07 to 8/30/16	NO
ZEKE ZOS	350 4/1/12 392 8/31/13	Perpetual	Z/OS	8/31/07 to 8/30/16	NO

**Contract #2008-020  
Exhibit B  
Section Number**

**Section 1.1  
Firm Fixed Price**

Delete Section 1.1 and replace with the following:

**1.1 Firm Fixed Price**  
This is a Firm Fixed Price (FFP) Contract totaling \$940,251.14 for the period between August 31, 2007, through August 30, 2016 upon Governor and Executive Council approval.

This Firm Fixed Price Contract includes the following:

- Licenses, upgrades, patches and fixes with usage rights up to 300 MIPS for NaviPlex and 392 MIPS for remaining products;
- Documentation for the licenses, upgrades, patches and fixes;
- Maintenance and technical support services for the duration of the Contract with maintenance and technical support services fees remaining at the same rate for each year of the agreement during the initial Term;
- Ten percent (10%) cap on maintenance price increases at the end of the Contract Term
- The State may choose to terminate the license and maintenance on any individual ASG software application at the end of the annual license term, by notifying ASG in writing, 30 days prior to the end of the annual license term.

ASG shall be responsible for Software Licenses and maintenance and technical support services in accordance with the Contract Documents, including without limitation, the requirements, terms, and conditions contained herein. This Contract will allow ASG to invoice the State for the Software Licenses and maintenance and technical support services appearing in the Price and Payment Tables below.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
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<p><b>Section 1.2 Proposed Pay Stream</b></p>	<p>Delete Section 1.2 and replace with:</p> <table border="1" data-bbox="423 474 1248 1031"> <thead> <tr> <th>Due Date</th> <th></th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>August 31, 2007</td><td>Maintenance</td><td>\$ 32,304</td></tr> <tr><td>August 31, 2008</td><td>Maintenance</td><td>\$100,000</td></tr> <tr><td>August 31, 2009</td><td>Maintenance</td><td>\$100,000</td></tr> <tr><td>August 31, 2010</td><td>Maintenance</td><td>\$100,000</td></tr> <tr><td>August 31, 2011</td><td>Maintenance</td><td>\$ 90,000</td></tr> <tr><td>February 1, 2012</td><td>Upgrade</td><td>\$15,029.25</td></tr> <tr><td>February 1, 2012</td><td>Prorated Maintenance</td><td>\$1,309.41</td></tr> <tr><td>April 1, 2012</td><td>Upgrade</td><td>\$46,585.50</td></tr> <tr><td>April 1, 2012</td><td>Prorated Maintenance</td><td>\$2,909.99</td></tr> <tr><td>August 31, 2012</td><td>Maintenance</td><td>\$104,242.22</td></tr> <tr><td>August 31, 2013</td><td>Maintenance</td><td>\$104,242.22</td></tr> <tr><td>August 31, 2013</td><td>Upgrade</td><td>\$48,963.00</td></tr> <tr><td>August 31, 2013</td><td>Prorated Maintenance</td><td>\$7,344.45</td></tr> <tr><td>August 31, 2014</td><td>Maintenance</td><td>\$93,660.55</td></tr> <tr><td>August 31, 2015</td><td>Maintenance</td><td>\$93,660.55</td></tr> <tr><td><b>TOTAL</b></td><td></td><td><b>\$940,251.14</b></td></tr> </tbody> </table>	Due Date		Amount	August 31, 2007	Maintenance	\$ 32,304	August 31, 2008	Maintenance	\$100,000	August 31, 2009	Maintenance	\$100,000	August 31, 2010	Maintenance	\$100,000	August 31, 2011	Maintenance	\$ 90,000	February 1, 2012	Upgrade	\$15,029.25	February 1, 2012	Prorated Maintenance	\$1,309.41	April 1, 2012	Upgrade	\$46,585.50	April 1, 2012	Prorated Maintenance	\$2,909.99	August 31, 2012	Maintenance	\$104,242.22	August 31, 2013	Maintenance	\$104,242.22	August 31, 2013	Upgrade	\$48,963.00	August 31, 2013	Prorated Maintenance	\$7,344.45	August 31, 2014	Maintenance	\$93,660.55	August 31, 2015	Maintenance	\$93,660.55	<b>TOTAL</b>		<b>\$940,251.14</b>
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<p><b>Section 1.3 Annual Product Fee Breakout</b></p>	<p>Delete Section 1.3 and replace with the table in Attachment A.</p>																																																			
<p><b>Section 2 Total Contract Price</b></p>	<p>Delete the following:</p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$696,622.59 ("Total Contract Price").</p> <p>And replace with:</p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$940,251.14 ("Total Contract Price").</p>																																																			

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CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	G&C APPROVAL	CONTRACT AMOUNT
2008-057	Original Contract	8/31/2011	August 22, 2007, Item #17	\$332,304
2008-057 Amendment A	1 <sup>ST</sup> Amendment	8/30/2014	September 22, 2010, Item #26	\$280,000
2008-057 Amendment B	2nd Amendment	8/30/2014	May 9, 2012 Item #3	\$84,319
2008-057 Amendment C	3 <sup>rd</sup> Amendment	8/30/2016	Upon G&C Approval	\$243,628
<b>CONTRACT TOTAL</b>				<b>\$940,251</b>

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

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

*Robert D. Stephen*  
Allen Systems Group, Inc.

Date: 7/25/2013

Corporate Signature Notarized:  
STATE OF Florida

COUNTY OF Collier

On this the 25<sup>th</sup> day of July, 2013, before me, Linda J. Stephenson  
the undersigned Officer - Sr Dir. of Contracting personally appeared and acknowledged  
her/himself to be the Senior Dir. of Contracting Allen Systems Group  
a corporation, and that she/he, as such Director 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 Linda J. Stephenson.

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

*Jennifer Tears Sheffield*  
Notary Public/Justice of the Peace

My Commission Expires: 10/28/14

(SEAL)



State of New Hampshire

*Peter C. Hastings*  
Peter C. Hastings, Commissioner

Date: 8/30/13

State of New Hampshire  
Department of Information Technology

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

*John Webster*  
State of New Hampshire, Department of Justice

Date: 7/2/13

STATE OF NEW HAMPSHIRE  
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ATTACHMENT A - 1.3 ANNUAL PRODUCT FEE BREAKOUT

<b>Product/ License</b>	<b>9/1/07 to 8/31/08</b>	<b>9/1/08 to 8/31/09</b>	<b>9/1/09 to 8/31/10</b>	<b>9/1/10 to 8/31/11</b>
<b>NaviPlex (Perpetual License)</b>				
Annual Fee	\$ 3,326.23	\$ 10,296.66	\$ 10,296.66	\$ 10,296.66
<b>NaviPlex Clients (5) (Perpetual License)</b>				
Annual Fee	\$ 83.14	\$ 257.36	\$ 257.36	\$ 257.36

2008-020 DOIT ASG CONTRACT AMENDMENT C  
ATTACHMENT A

Product/ License	9/1/2007 to 8/31/2008	9/1/2008 to 8/31/2009	9/1/2009 to 8/31/2010	9/1/2010 to 8/31/2011	9/1/2011 to 8/31/2012	2/1/2012 Upgrade and Add'l Maint	4/1/2012 Upgrade and Add'l Maint	9/1/2012 to 8/31/2013	9/1/2013 to 8/31/2014	9/1/2013 Upgrade and Add'l Maint	9/1/2014 to 8/31/2015	9/1/2015 to 8/31/2016	Total
<b>NaviPlex (Perpetual License)</b>													
Annual Fee	\$ 3,326.23	\$ 10,296.66	\$ 10,296.66	\$ 10,296.66	\$ 9,434.97			\$ 9,959.14	\$ 9,959.14				\$ 63,569.46
<b>NaviPlex Client (5) (Perpetual License)</b>													
Annual Fee	\$ 83.14	\$ 257.36	\$ 257.36	\$ 257.36	\$ -			\$ -	\$ -				\$ 855.22
<b>TMON-ZOS (Perpetual License)</b>													
Annual Fee	\$ 6,129.18	\$ 18,973.44	\$ 18,973.44	\$ 18,973.44	\$ 17,385.59			\$ 18,351.45	\$ 18,351.45		\$ 19,993.94	\$ 19,993.94	\$ 157,125.87
Upgrade Fee						\$ 3,509.25	\$ 9,252.00			\$ 9,650.25			\$ 22,411.50
2 1 12 Additional Maintenance Fee						\$ 305.74	\$ 526.39	\$ 526.39					\$ 1,358.52
4 1 12 Additional Maintenance Fee						\$ 577.93	\$ 1,387.80	\$ 1,387.80					\$ 3,353.53
8 31 13 Additional Maintenance Fee									\$ 1,447.54				\$ 1,447.54
<b>TMON-CLCN (Perpetual License)</b>													
Annual Fee	\$ 5,873.70	\$ 18,182.59	\$ 18,182.59	\$ 18,182.59	\$ 16,660.94			\$ 17,586.54	\$ 17,586.54		\$ 19,160.74	\$ 19,160.74	\$ 150,576.97
Upgrade Fee						\$ 1,363.00	\$ 8,866.50			\$ 9,249.00			\$ 21,478.50
2 1 12 Additional Maintenance Fee						\$ 293.00	\$ 504.45	\$ 504.45					\$ 1,301.90
4 1 12 Additional Maintenance Fee						\$ 553.85	\$ 1,329.98	\$ 1,329.98					\$ 3,213.81
8 31 13 Additional Maintenance Fee									\$ 1,387.35				\$ 1,387.35
<b>TMON-DB2 (Perpetual License)</b>													
Annual Fee	\$ 4,305.65	\$ 13,638.08	\$ 13,638.08	\$ 13,638.08	\$ 12,311.11			\$ 12,995.06	\$ 12,995.06		\$ 14,158.12	\$ 14,158.12	\$ 111,937.36
Upgrade Fee						\$ 2,484.75	\$ 6,551.25			\$ 6,834.00			\$ 15,878.00
2 1 12 Additional Maintenance Fee						\$ 216.48	\$ 372.71	\$ 372.71					\$ 961.90
4 1 12 Additional Maintenance Fee						\$ 409.23	\$ 982.69	\$ 982.69					\$ 2,374.61
8 31 13 Additional Maintenance Fee									\$ 1,025.10				\$ 1,025.10
<b>ZENE-ZON (Perpetual License)</b>													
Annual Fee	\$ 12,486.10	\$ 38,651.87	\$ 38,651.87	\$ 38,651.87	\$ 34,207.39			\$ 36,107.81	\$ 36,107.81		\$ 40,347.75	\$ 40,347.75	\$ 315,566.22
Upgrade Fee						\$ 5,672.25	\$ 21,915.75			\$ 23,229.75			\$ 58,817.75
2 1 12 Additional Maintenance Fee						\$ 494.19	\$ 850.84	\$ 850.84					\$ 2,195.87
4 1 12 Additional Maintenance Fee						\$ 1,368.98	\$ 3,287.36	\$ 3,287.36					\$ 7,943.78
8 31 13 Additional Maintenance Fee									\$ 3,484.46				\$ 3,484.46
Subtotal of Annual Fees)	\$ 12,104.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 90,000.00	\$ -	\$ -	\$ 95,000.00	\$ 95,000.00		\$ 93,660.55	\$ 93,660.55	\$ 799,625.10
Subtotal of Upgrade Fees)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,029.25	\$ 46,585.50	\$ -	\$ -	\$ 48,963.00			\$ 110,577.75
Subtotal of Additional Fees) for 2012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,309.41	\$ -	\$ 2,254.39	\$ 2,254.39				\$ 5,818.19
Subtotal of Additional Fees) for 2014	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,909.99	\$ 6,987.83	\$ 6,987.83	\$ 7,344.45			\$ 24,230.10
<b>Total Fee(s)</b>	<b>\$ 32,204.00</b>	<b>\$ 100,000.00</b>	<b>\$ 100,000.00</b>	<b>\$ 100,000.00</b>	<b>\$ 90,000.00</b>	<b>\$ 16,338.66</b>	<b>\$ 49,495.49</b>	<b>\$ 104,242.22</b>	<b>\$ 104,242.22</b>	<b>\$ 56,207.45</b>	<b>\$ 93,660.55</b>	<b>\$ 93,660.55</b>	<b>\$ 940,251.14</b>
<b>Payment(s) Due:</b>													



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/24/2013

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

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

<b>PRODUCER</b> Beecher Carlson - Atlanta Six Concourse Parkway Suite 2300 Atlanta GA 30328	<b>CONTACT NAME:</b> Judith Boich <b>PHONE (A/C, No., Ext):</b> (678) 539-4800 <b>FAX (A/C, No):</b> (678) 539-4890 <b>E-MAIL ADDRESS:</b> jboich@beechercarlson.com <b>PRODUCER CUSTOMER ID #:</b> 00082449
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Allen Systems Group, Incorporated 1333 Third Avenue South Naples FL 34102	<b>INSURER A:</b> National Fire Ins Co Hartford 20478 <b>INSURER B:</b> Continental Insurance Company 35289 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**                      **CERTIFICATE NUMBER:** 13-14 GL, WC Only                      **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	<b>GENERAL LIABILITY</b>			5093487168	05/15/2013	5/15/2014	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</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			5093487221 (AOS) 5093487204 (CA)	05/15/2013	5/15/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	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

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

<b>CERTIFICATE HOLDER</b> State of New Hampshire Department of Information Technology ATTN: Chief Information Officer 27 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b> 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 Robert Hessel/CJOYNE <i>Robert Hessel</i>
---	---

CERTIFICATE  
(Corporation with Seal)

I, Derek S. Eckelman, do hereby represent and certify that:

- (1) I am the Executive Vice President of Secretary of Allen Systems Group, Inc., 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.
- (4) The Corporation's policy allows me to grant signatory authorization to employees of the Corporation.
- (5) The signature of Linda J. Stephenson, Senior Director of Contracting, of this Corporation affixed to the any contract instrument or document shall bind the Corporation to the terms and conditions of the contract instrument or document.

IN WITNESS WHEREOF, I have hereunto set my hand as Executive Vice President and Secretary of the Corporation and gave affixed its corporate seal this 25 day of July, 2013.

  
\_\_\_\_\_  
Derek S. Eckelman, Executive Vice President and Secretary

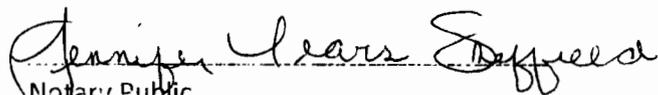
(SEAL)

State Of Florida        }

County of Collier        }

On this 25<sup>th</sup> day of July, 2013, before me, Derek S. Eckelman personally appeared and acknowledged himself to be the Executive Vice President and Secretary of Allen Systems Group, Inc., a Delaware corporation, and that he, as such being authorized to do so, executed the foregoing instrument:

In witness whereof, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

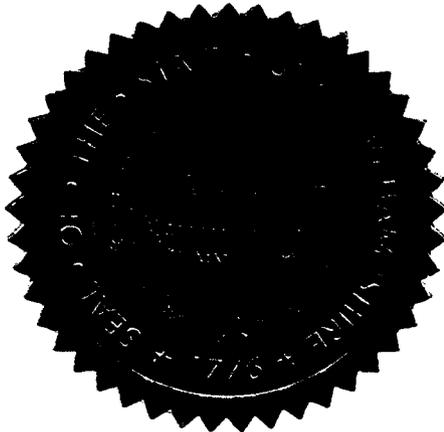


My commission expires: 10/28/14

# 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 Allen Systems Group, Inc. doing business in New Hampshire as Allen Systems Group of Delaware, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on July 20, 2007. 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 7<sup>th</sup> day of August, A.D. 2013

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

William M. Gardner  
Secretary of State



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY**

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

**S. William Rogers**  
*Commissioner*

March 23, 2012

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

**REQUESTED ACTION**

Authorize the Department of Information Technology (DoIT) to amend a **SOLE SOURCE** direct supplier relationship contract (Contract 2008-020) with Allen Systems Group, Inc. (ASG), of Naples, Florida (Vendor # 175894) to increase the contract amount by \$84,319 from \$612,304 to \$696,623 for the purpose of supporting DHHS-DFA New HEIGHTS Application growth and to increase the MIPS capacity from 300 to 350 for the mainframe computer resource licenses, maintenance, and technical support services, effective upon Governor and Council approval. The original contract was approved by Governor and Council on August 22, 2007, Item #17 and again on September 22, 2010, Item #26.

**100% Other (Agency Class 027) funds: the Agency Class 027 used by the Department of Health and Human Services to reimburse DoIT for this work will be 58% General and 42% Federal.** Funding is anticipated to be available in SFY 2014 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.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT
	CLASS CODE-ACCOUNT CODE -CLASS TITLE		
2012	01-03-03-030010-77030000 - DoIT- Central IT Svc and Ops 038-500178 - Software Mainframe/Network	03950047	\$65,834.15
2013	01-03-03-030010-77030000 - DoIT- Central IT Svc and Ops 038-500178 - Software Mainframe/Network	03950047	\$9,242.22
2014	01-03-03-030010-77030000 - DoIT- Central IT Svc and Ops 038-500178 - Software Mainframe/Network	03950047	\$9,242.22
	<b>CONTRACT AMENDMENT AMOUNT</b>		<b>\$84,318.59</b>

His Excellency, Governor John Lynch  
and Honorable Executive Council  
March 23, 2012  
Page 2

### EXPLANATION

This amendment is **SOLE SOURCE** because there is no other vendor that can provide software upgrade services to this application. The ASG proprietary software, used by the Department of Information Technology since 1997 to efficiently monitor, schedule and manage the mainframe computing resources in support of the DHHS applications, NECSES and New Heights, is reliable and deeply integrated into the applications and the operations management.

The DHHS-DFA New HEIGHTS mainframe has experienced substantial growth in demand due to increases in the number of cases and workload, the opening of the system for access by citizens, the modernization of the New HEIGHTS application and the bringing the remainder of the district offices up on electronic imaging. This request supports increasing the licensed processing capacity from 300 MIPS to 350 MIPS. The increase in processing capacity has been modeled and tested to provide improved response times for all users, with room for additional estimated growth for the next 12-15 months.

The ASG contract conforms to the DoIT Strategic Goal of Improving and Standardizing State Government IT Infrastructure, specifically Software Procurement Streamlining as documented in the New Hampshire Information Technology Plan 2006-2009, approved October 18, 2005 by the Governor and Executive Council.

**100% Other (Agency Class 027) funds: the Agency Class 027 used by the Department of Health and Human Services to reimburse DoIT for this work will be 58% General and 42% Federal.**

The Department of Information Technology has reviewed and approved the request for this contract and we respectfully request your approval.

Respectfully submitted,



S. William Rogers



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](http://www.nh.gov/doi)

S. William Rogers  
*Commissioner*

March 23, 2012

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

Dear Director Pouliot,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Operations Division's request to amend a contract with Allen Systems Group, Incorporated (ASG) as described below and referenced as DoIT No. 2008-020B.

Authorize the Department of Information Technology to amend their direct supplier relationship contract to increase the contract amount by \$84,319 from \$612,304 to \$696,623 for the purpose of supporting DHHS-DFA New HEIGHTS Application growth and to increase the MIPS capacity from 300 to 350 for the mainframe computer resource licenses, maintenance, and technical support services with Allen Systems Group, Inc. of Naples, Florida effective upon Governor and Council approval.

Please include this letter in the Department of Information Technology's submission to Governor and Council for approval.

Sincerely,

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

S. William Rogers

SWR/lrm  
DOIT 2008-020B  
RID# 11973

cc: Robert Coffey, Operations Division

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2008-020  
CONTRACT AMENDMENT B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2008-020, on August 22, 2007, Item #17 and amended on September 22, 2010, Item #26, (herein after referred to as the "Agreement"), Allen Systems Group, Inc (hereinafter referred to as "Vendor" or "ASG") 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") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to increase the mainframe platform processor speed ("MIPS") from 300 MIPS to 350 MIPS for all products except Naviplex:

WHEREAS, the Department wishes to increase the Contract price by \$84,318.59 to bring the total contract price to \$696,622.59

WHEREAS, 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:

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$84,318.59 from \$612,304 to \$696,622.59
2. The Agreement is further amended as described in Table 1:

**Table 1**

Contract #2007-020 Statement of Work Section Number	AMENDED TEXT
Section 1.1 Contract Agreement (Page 1)	Delete Section 1.1 and replace with:  1.1 State Agency Name State of New Hampshire Department of Information Technology
Section 1 Definitions	Amend the definition for "State" by deleting "Office of Information Technology" and replace it with "Department of Information Technology."
Section 5.2 State Contract/Project Manager	Replace the name "Frank Catanese" with "Wendy Pouliot."
Section 9.6 Dispute	Delete the Dispute Resolution Chart and replace with:

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2008-020  
CONTRACT AMENDMENT B**

<b>Resolution</b>	<b>LEVEL</b>	<b>ASG</b>	<b>THE STATE</b>	<b>CUMULATIVE ALLOTTED TIME</b>																																				
	Primary	Robert Collier, VP of Worldwide Support	Wendy Pouliot, Director,* Contract/Project Manager	5 Business Days																																				
	First	Richard L. Vance, Executive VP of Operations	Wendy Pouliot, Director,* Contract/Project Manager	10 Business Days																																				
	Second	Derek S. Eckelman, Chief Operating Officer	S. William Rogers Commissioner*	15 Business Days																																				
<b>Section 9.15 Notice</b>	Replace the name "Frank Catanese" with "Wendy Pouliot."																																							
<b>Section 2.3 Support Services</b>	Delete the table in Section 2.3 Support Services and replace with:																																							
	<table border="1"> <thead> <tr> <th>License</th> <th>MIPS</th> <th>Type</th> <th>Operating System</th> <th>Dates/ Maintenance</th> <th>Ship</th> </tr> </thead> <tbody> <tr> <td>NaviPlex Plus 5 clients</td> <td>300</td> <td>Perpetual</td> <td>Z/OS</td> <td>8/31/07 to 8/30/14</td> <td>NO</td> </tr> <tr> <td>TMON ZOS (Previously TMON MVS)</td> <td>318 2/1/12 350 4/1/12</td> <td>Perpetual</td> <td>Z/OS</td> <td>8/31/07 to 8/30/14</td> <td>NO</td> </tr> <tr> <td>TMON DB2</td> <td>318 2/1/12 350 4/1/12</td> <td>Perpetual</td> <td>Z/OS</td> <td>8/31/07 to 8/30/14</td> <td>NO</td> </tr> <tr> <td>TMON CICS</td> <td>318 2/1/12 350 4/1/12</td> <td>Perpetual</td> <td>Z/OS</td> <td>8/31/07 to 8/30/14</td> <td>NO</td> </tr> <tr> <td>ZEKE ZOS</td> <td>318 2/1/12 350 4/1/12</td> <td>Perpetual</td> <td>Z/OS</td> <td>8/31/07 to 8/30/14</td> <td>NO</td> </tr> </tbody> </table>				License	MIPS	Type	Operating System	Dates/ Maintenance	Ship	NaviPlex Plus 5 clients	300	Perpetual	Z/OS	8/31/07 to 8/30/14	NO	TMON ZOS (Previously TMON MVS)	318 2/1/12 350 4/1/12	Perpetual	Z/OS	8/31/07 to 8/30/14	NO	TMON DB2	318 2/1/12 350 4/1/12	Perpetual	Z/OS	8/31/07 to 8/30/14	NO	TMON CICS	318 2/1/12 350 4/1/12	Perpetual	Z/OS	8/31/07 to 8/30/14	NO	ZEKE ZOS	318 2/1/12 350 4/1/12	Perpetual	Z/OS	8/31/07 to 8/30/14	NO
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<b>Section 2.3 Support Services</b>	Delete Section 2.3-b and replace with:  b. Guaranteed payment stream at the rates presented in Exhibit B Section 1.2 Proposed Pay Stream.																																							
<b>Section 1.1 Firm Fixed Price</b>	Delete Section 1.1 and replace with the following:  1.1 Firm Fixed Price This is a Firm Fixed Price (FFP) Contract totaling \$696,622.59 for the period between August 31, 2007, through August 30, 2014 upon Governor and Executive Council approval.  This Firm Fixed Price Contract includes the following: a. Licenses, upgrades, patches and fixes with usage rights up to 300 MIPS for NaviPlex and 350 MIPS for remaining products;																																							

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2008-020  
CONTRACT AMENDMENT B**

	<p>b. Documentation for the licenses, upgrades, patches and fixes;</p> <p>c. Maintenance and technical support services for the duration of the Contract with maintenance and technical support services fees remaining at the same rate for each year of the agreement during the initial Term;</p> <p>d. Ten percent (10%) cap on maintenance price increases at the end of the Contract Term</p> <p>ASG shall be responsible for Software Licenses and maintenance and technical support services in accordance with the Contract Documents, including without limitation, the requirements, terms, and conditions contained herein. This Contract will allow ASG to invoice the State for the Software Licenses and maintenance and technical support services appearing in the Price and Payment Tables below.</p>																																							
<p><b>Section 1.2 Proposed Pay Stream</b></p>	<p>Delete Section 1.2 and replace with:</p> <table border="1" data-bbox="440 716 1227 1129"> <thead> <tr> <th>Time Period</th> <th>Category</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>August 31, 2007</td> <td>Maintenance</td> <td>\$ 32,304</td> </tr> <tr> <td>August 31, 2008</td> <td>Maintenance</td> <td>\$100,000</td> </tr> <tr> <td>August 31, 2009</td> <td>Maintenance</td> <td>\$100,000</td> </tr> <tr> <td>August 31, 2010</td> <td>Maintenance</td> <td>\$100,000</td> </tr> <tr> <td>August 31, 2011</td> <td>Maintenance</td> <td>\$ 90,000</td> </tr> <tr> <td>February 1, 2012</td> <td>Upgrade</td> <td>\$15,029.25</td> </tr> <tr> <td>February 1, 2012</td> <td>Prorated Maintenance</td> <td>\$1,309.41</td> </tr> <tr> <td>April 1, 2012</td> <td>Upgrade</td> <td>\$46,585.50</td> </tr> <tr> <td>April 1, 2012</td> <td>Prorated Maintenance</td> <td>\$2,909.99</td> </tr> <tr> <td>August 31, 2012</td> <td>Maintenance</td> <td>\$104,242.22</td> </tr> <tr> <td>August 31, 2013</td> <td>Maintenance</td> <td>\$104,242.22</td> </tr> <tr> <td><b>TOTAL</b></td> <td></td> <td><b>\$696,622.59</b></td> </tr> </tbody> </table>	Time Period	Category	Amount	August 31, 2007	Maintenance	\$ 32,304	August 31, 2008	Maintenance	\$100,000	August 31, 2009	Maintenance	\$100,000	August 31, 2010	Maintenance	\$100,000	August 31, 2011	Maintenance	\$ 90,000	February 1, 2012	Upgrade	\$15,029.25	February 1, 2012	Prorated Maintenance	\$1,309.41	April 1, 2012	Upgrade	\$46,585.50	April 1, 2012	Prorated Maintenance	\$2,909.99	August 31, 2012	Maintenance	\$104,242.22	August 31, 2013	Maintenance	\$104,242.22	<b>TOTAL</b>		<b>\$696,622.59</b>
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<b>TOTAL</b>		<b>\$696,622.59</b>																																						
<p><b>Section 1.3 Annual Product Fee Breakout</b></p>	<p>Delete Section 1.3 and replace with the table in Attachment A.</p>																																							
<p><b>Section 2 Total Contract Price</b></p>	<p>Delete the following:</p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$612,304 ("Total Contract Price").</p> <p>And replace with:</p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$696,622.59 ("Total Contract Price").</p>																																							
<p><b>Section 3 Invoicing</b></p>	<p>Delete the following language:</p> <p style="padding-left: 40px;">Invoices shall be sent to: Frank Catanese, Director State of New Hampshire Office of Information Technology 27 Hazen Drive Concord, NH 03301</p> <p>And replace with:</p>																																							

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2008-020  
CONTRACT AMENDMENT B**

	Invoices shall be sent to: Wendy Pouliot, Director State of New Hampshire Department of Information Technology 27 Hazen Drive Concord, NH 03301
--	--

**Table 2 Contract 2008 -020 License and Maintenance of Utility Software**

CONTRACT NUMBER	ORIGINAL CONTRACT PERIOD	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT PERIOD	REVISED CONTRACT AMOUNT	TOTALS
2008-020 Original Contract	August 31, 2007 to August 30, 2011	\$332,304	August 31, 2007 to August 30, 2010	\$232,304*	\$232,304
CONTRACT AMENDMENT NUMBER			AMENDMENT PERIOD	AMENDMENT AMOUNT	
2008-020A Amendment A- Extension and Upgrade			August 31, 2010 to August 31, 2014	\$380,000*	\$380,000
CONTRACT AMENDMENT NUMBER			AMENDMENT PERIOD	AMENDMENT AMOUNT	
2008-020B Amendment B- Upgrade			February 1, 2012 to August 31, 2014	\$20,847.44*	\$20,847.44*
2008-020B Amendment B- Upgrade			April 1, 2012 to August 31, 2014	\$63,471.15*	\$63,471.15*
				CONTRACT TOTAL	\$696,622.59

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2008-020  
CONTRACT AMENDMENT B

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

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

  
Allen Systems Group, Inc.

Date: 2/28/12

Corporate Signature Notarized:  
STATE OF Florida

COUNTY OF Collier

On this the 28<sup>th</sup> day of February, 2012, before me, Linda J. Stephenson, the undersigned ~~Officer~~ Senior Director of contracts personally appeared and acknowledged her/himself to be the Senior Director of Contracts, of Allen Systems Group, Inc. a corporation, and that she/he, as such Senior Director of Contracts 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 Senior Director of Contracts.

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

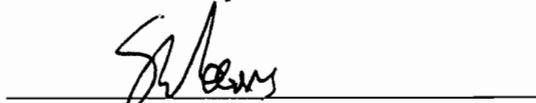
  
Notary Public/Justice of the Peace

My Commission Expires: 10/28/14

(SEAL)



State of New Hampshire

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

Date: 3/22/2012

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

  
State of New Hampshire, Department of Justice

Date: 3/26/12



## Corporation Division

Search  
By Business Name  
By Business ID  
By Registered Agent  
Annual Report  
File Online

Search Type: Starting With  
Search Date: 4/23/2012

Search Criteria: Allen Systems Group  
Search Time: 13:55

Click on the Entity Name or Business ID to view more information.

Entity Name	Business ID	Type	Entity Status	Entity Creation Date
Allen Systems Group of Delaware	581391	Corporation	Good Standing	7/20/2007
Allen Systems Group of Delaware	581390	Trade Name	Active	7/20/2007
Allen Systems Group, Inc.	581390	Trade Name	Active	7/20/2007
Allen Systems Group, Inc.	581391	Corporation	Good Standing	7/20/2007

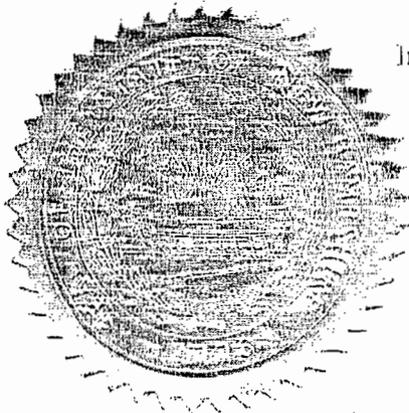
Records Returned 1 to 4

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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 Allen Systems Group, Inc. doing business in New Hampshire as Alien Systems Group of Delaware, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on July 20, 2007. 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 7<sup>th</sup> day of March, A.D. 2012

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

William M. Gardner  
Secretary of State

ALLEN SYSTEMS GROUP, INC. CERTIFICATE OF VOTE

I, Derek S. Eckelman, do hereby certify that:

1. I am a duly elected Corporate Secretary of Allen Systems Group, Inc. ("Corporation");
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 28, 2012:

**RESOLVED**, that this Corporation enter into the "License and Maintenance of Utility Software Contract 2008-020 Contract Amendment B" ("Contract") with the State of New Hampshire, acting through its Department of Information Technology, for the provision of software upgrade, maintenance, and support services; AND

**RESOLVED**, that Linda J. Stephenson is hereby authorized on behalf of this Corporation to enter into the said Contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate;

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of February, 2012; AND
4. Linda J. Stephenson is the duly elected Senior Director of Contracts of the Corporation.

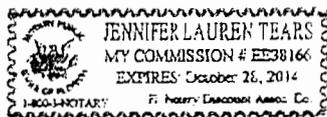
IN WITNESS WHEREOF, the undersigned has executed this Certificate of Vote on this 28th day of February, 2012.

BY:

  
Derek S. Eckelman, Corporate Secretary

STATE OF FLORIDA  
COUNTY OF COLLIER

The forgoing instrument was acknowledged before me this 28th day of February, 2012, by Derek S. Eckelman, Corporate Secretary of Allen Systems Group, Inc.



  
Jennifer Lauren Tears, Notary Public

Commission Expires: 10/28/2014



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/14/2012

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

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

<b>PRODUCER</b> Beecher Carlson - Atlanta 2002 Summit Blvd. Suite 900 Atlanta GA 30319		<b>CONTACT NAME:</b> Priscilla Smith, CISR <b>PHONE (A/C, No, Ext):</b> (678) 539-4800 <b>FAX (A/C, No):</b> (678) 539-4890 <b>E-MAIL ADDRESS:</b> psmith@beechercarlson.com <b>PRODUCER CUSTOMER ID #:</b> 00082449													
<b>INSURED</b> Allen Systems Group, Incorporated 1333 Third Avenue South Naples FL 34102		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <td>INSURER A: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Lloyd's of London</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: Zurich American Ins Co	16535	INSURER B: Federal Insurance Company	20281	INSURER C: Lloyd's of London		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Zurich American Ins Co	16535														
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INSURER C: Lloyd's of London															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: CL1012195589 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			CP0654202102	5/15/2011	5/15/2012	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
								\$
A	AUTOMOBILE LIABILITY			CPO654202102	5/15/2011	5/15/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
A	UMBRELLA LIAB			UMB6542241-02	5/15/2011	5/15/2012	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	DEDUCTIBLE							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CP0654202102	5/15/2011	5/15/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-EF
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	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
								\$
B	D&O, EPL, Fiduciary, Crime			03-381-01-51	8/01/2011	8/01/2012	Each Occ/Agg	2,000,000
	Technology			USUBS2610338.10	8/01/2011	8/01/2012	E&O (retention) \$250,000	10,000,000

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

CERTIFICATE HOLDER CANCELLATION

DoIT Contracts Manager Department of Information Technology State of New Hampshire 27 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Robert Hessel/JBOICH <i>Robert Hessel</i>



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

G+C  
 9-22-10  
 #26  
 DoIT

2008-020A  
 RD 10135

Peter C. Hastings  
 Interim Commissioner

July 12, 2010

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

REQUESTED ACTION

- 1) Authorize the Department of Information Technology (DoIT) to amend a direct supplier relationship contract (Contract 2008-020) with Allen Systems Group, Inc. (ASG), of Naples, Florida (Vendor #175894) to increase the contract amount by \$280,000 from \$332,304 to \$612,304 for the purpose of supporting DHHS-DFA New HEIGHTS Application growth and the conversion of COBOL to Java to increase the MIPS capacity from 253 to 300 for the mainframe computer resource licenses, maintenance, and technical support services, effective upon Governor and Council approval. The original contract was approved by Governor and Council on August 22, 2007, Item # 17. **100% Other (Agency Class 027) funds: the Agency Class 027 used by the Department of Health and Human Services to reimburse DoIT for this work will be 58% General and 42% Federal .**
- 2) Further authorize DoIT to extend the contract term from August 30, 2011 to August 30, 2014 effective upon Governor and Executive Council approval.

Funding is anticipated to be available in SFY 2012, 2013 and 2014 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.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME  CLASS CODE-ACCOUNT CODE -CLASS TITLE	JOB #	AMOUNT
2012	01-03-03-030010-76950000 - DoIT- IT for DHHS 038-500177 - Software Maintenance	03950047	\$90,000
2013	01-03-03-030010-76950000 - DoIT- IT for DHHS 038-500177 - Software Maintenance	03950047	\$95,000
2014	01-03-03-030010-76950000 - DoIT- IT for DHHS 038-500177 - Software Maintenance	03950047	\$95,000
	<b>CONTRACT AMENDMENT AMOUNT</b>		<b>\$280,000</b>

### EXPLANATION

The ASG proprietary software, used by the Department of Information Technology since 1997 to efficiently monitor, schedule and manage the mainframe computing resources in support of the DHHS applications, NECSES and New Heights, is reliable and deeply integrated into the applications and the operations management.

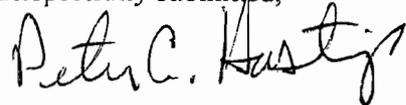
This request supports the replacement of the DHHS-DFA New HEIGHTS mainframe to initially increase processing capacity to 279 MIPS and is beyond the 252 MIPS purchased through the current contract. The increase in processing capacity supports the increased workload experienced and the conversion of the current application code from COBOL to Java. This amendment also allows DHHS to lock in pricing for the next biennium budget cycle at a price less than the current pricing.

The ASG contract conforms to the DoIT Strategic Goal of Improving and Standardizing State Government IT Infrastructure, specifically Software Procurement Streamlining as documented in the New Hampshire Information Technology Plan 2006-2009, approved October 18, 2005 by the Governor and Executive Council.

**100% Other (Agency Class 027) funds: the Agency Class 027 used by the Department of Health and Human Services to reimburse DoIT for this work will be 58% General and 42% Federal.**

The Department of Information Technology has reviewed and approved the request for this contract and we respectfully request your approval.

Respectfully submitted,



Peter C. Hastings  
Interim Commissioner



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

Peter C. Hastings  
*Interim Commissioner*

June 28, 2010

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

Dear Director Catanese:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Operations Division's request to enter into a contract amendment with Allen Systems Group, Incorporated (ASG) as described below and referenced as OIT No. 2008-020A.

Authorize the Department of Information Technology (DoIT) to amend their SOLE SOURCE, direct supplier relationship contract to increase the contract amount by \$280,000 from \$332,304 to \$612,304 and extending the contract period from August 30, 2011 to August 30, 2014 for the purpose of supporting DHHS-DFA New HEIGHTS Application growth and the conversion of COBOL to Java to increase the MIPS capacity from 253 to 300 for the mainframe computer resource licenses, maintenance, and technical support services with Allen Systems Group, Inc. (ASG) of Naples, Florida effective upon Governor and Council approval.

Please include this letter in the Department of Information Technology's submission to Governor and Council for approval.

Sincerely,

Peter C. Hastings

PCH/efg  
DOIT 2008-020A  
RID# 10135

cc: Robert Coffey, Operations Division  
Robert Romeril

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
CONTRACT 2008-020  
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2008-020, on August 22, 2007, Item #17 (herein after referred to as the "Agreement"), Allen Systems Group, Inc. ("ASG") (hereinafter referred to as "Vendor")\_ agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: *Amendment* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to extend the Contract completion date from August 31, 2011 to August 30, 2014;

WHEREAS, the Department wishes to increase the Contract number of MIPS from 253 to 300 MIPS;

WHEREAS, the Department wishes to increase the Contract price by \$280,000 to bring the total contract price to \$ 612,304;

WHEREAS, 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:

The Agreement is hereby amended as follows:

1. Amend Section 1.6 of the Statement of Work of the Agreement to reflect a new completion date of August 30, 2014.
2. Amend Section 1.8 of the Statement of Work of the Agreement by increasing the Price Limitation by \$280,000 from \$332,304 to \$612,304.
3. The Scope of Work of the Agreement is further amended as described in Table 1:

**Table 1**

Contract # 2008-020 Scope of Work Section Number	AMENDED TEXT
<b>3. Contract Term - Section 3.1-TERM</b>	<p><b>PREVIOUSLY READ:</b> The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to, Governor and Executive Council approval.</p> <p>The Contract term will begin on the August 31, 2007 ("Effective Date") through August 30, 2011 (the "Initial Term"). The Term may be extended for additional periods of one (1) year each ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees and usage and maintenance fees for each extended term.</p>

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
CONTRACT 2008-020  
CONTRACT AMENDMENT A

If the State should elect to extend the Contract for the period August 31, 2011 through August 30, 2012, the Annual Maintenance Fee for the Licensed Product(s) shall be \$81,309.00. Thereafter, the Annual Maintenance Fee for the Licensed Product(s) shall not increase by more than ten percent (10%) per annum over the prior year's Annual Maintenance Fee. This limitation shall not apply to increases in licensed capacity or usage.

**CHANGE TO READ:**  
The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to, Governor and Executive Council approval.

The Contract term will begin on the August 31, 2007 ("Effective Date") through August 31, 2014. The Term may be extended for additional periods of one (1) year each at the sole option of the State, subject to the parties' prior written agreement on applicable fees and usage and maintenance fees for each extended term.

Thereafter, the Annual Maintenance Fee for the Licensed Product(s) shall not increase by more than ten percent (10%) per annum over the prior year's Annual Maintenance Fee. This limitation shall not apply to increases in licensed capacity or usage.

**Contract # 2008-020-Exhibit A** **AMENDED TEXT**

**Section 2:  
Deliverables and  
Activities Schedule;  
Section 2.3 Support  
Services**

**PREVIOUSLY READ:** Support Services  
a. Licenses, upgrades, fixes, and patches and Documentation for the following licenses with an authorized use of 253 MIPS:

License	Type	Operating System	Dates/ Maintenance	Ship
NaviPlex Plus 5 clients	Perpetual	Z/OS	August 31, 2007 to August 30, 2011	YES
TMON ZOS (Previously TMON MVS)	Perpetual	Z/OS	August 31, 2007 to August 30, 2011	NO
TMON DB2	Perpetual	Z/OS	August 31, 2007 to August 30, 2011	NO
TMON CICS	Perpetual	Z/OS	August 31, 2007 to August 30, 2011	NO
ZEKE ZOS	Perpetual	Z/OS	August 31, 2007 to August 30, 2011	NO

- b. Spread upgrade fees over four (4) years
- c. Maintenance fees remain at the same rate for each year of the agreement during the initial Term
- d. Ten percent (10%) Cap on maintenance price increases at the end of the Initial Term per the Statement of Work, Section 3.1: *Term*
- e. Upgrade discounting during the Initial Term-See Section 3.4: *Upgrades* in the Statement of Work.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
CONTRACT 2008-020  
CONTRACT AMENDMENT A

**CHANGE TO READ:** Support Services

a. Licenses, upgrades, fixes, and patches and Documentation for the following licenses with an authorized use of 300 MIPS:

License	Type	Operating System	Dates/Maintenance	Ship
NaviPlex Plus 5 clients	Perpetual	Z/OS	August 31, 2007 to August 30, 2014	YES
TMON ZOS (Previously TMON MVS)	Perpetual	Z/OS	August 31, 2007 to August 30, 2014	NO
TMON DB2	Perpetual	Z/OS	August 31, 2007 to August 30, 2014	NO
TMON CICS	Perpetual	Z/OS	August 31, 2007 to August 30, 2014	NO
ZEKE ZOS	Perpetual	Z/OS	August 31, 2007 to August 30, 2014	NO

b. **Guaranteed payment stream at the rate in the chart below for the remaining term August 31, 2010 through August 30, 2014:**

08/31/10-08/30/11 - \$100,000.00  
08/31/11-08/30/12 - \$ 90,000.00  
08/31/12-08/30/13 - \$ 95,000.00  
08/31/13-08/30/14 - \$ 95,000.00

c. The Annual Maintenance Fee for the Licensed Product(s) for the period August 31, 2014 through August 30, 2015 shall be \$86,100.00.

d. Ten percent (10%) Cap on maintenance price increases **at the end of the Contract Term. This limitation shall not apply to increases in licensed capacity or usage**

e. **Upgrading discounts to be considered for extension periods of this Contract**

Contract # 2008-020 Exhibit B

**AMENDED TEXT**

Section 1: Deliverable Payment Schedule-

**PREVIOUSLY READ:**

**Section 1.1 : Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$332,304 for the period between August 31, 2007, through August 30, 2011 upon Governor and Executive Council approval.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
CONTRACT 2008-020  
CONTRACT AMENDMENT A**

This Firm Fixed Price Contract includes the following:

1. Licenses, upgrades, patches and fixes with usage rights up to 253 MIPS
2. Documentation for the licenses, upgrades, patches and fixes
3. Maintenance and technical support services for the duration of the Contract with maintenance and technical support services fees remaining at the same rate for each year of the agreement during the initial Term
4. Upgrade fee spread over four (4) years
5. Ten percent (10%) cap on maintenance price increases at the end of the Initial Term per the Statement of Work, Section 3.1: *Term*.
6. Upgrade discounting during the Initial Term- See Section 3.4: *Upgrades* in the Statement of Work.

ASG shall be responsible for Software Licenses and maintenance and technical support services in accordance with the Contract Documents, including without limitation, the requirements, terms, and conditions contained herein. This Contract will allow ASG to invoice the State for the Software Licenses and maintenance and technical support services appearing in the Price and Payment Tables below.

**CHANGE TO READ:**

**Section 1.1 : Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling **\$612,304** for the period between August 31, 2007, through **August 30, 2014** upon Governor and Executive Council approval.

This Firm Fixed Price Contract includes the following:

1. Licenses, upgrades, patches and fixes with usage rights up to, and including, **300 MIPS**
2. Documentation for the licenses, upgrades, patches and fixes
3. The Annual Maintenance Fee for the Licensed Product(s) for the period August 31, 2014 through August 2015 shall be \$86,100.00.
4. Ten percent (10%) cap on maintenance price increases at the end of the **Contract Term**. This limitation shall not apply to increases in licensed capacity or usage.

ASG shall be responsible for Software Licenses and maintenance and technical support services in accordance with the Contract Documents, including without limitation, the requirements, terms, and conditions contained herein. This Contract will allow ASG to invoice the State for the Software Licenses and maintenance and technical support services appearing in the Price and Payment Tables below.

**PREVIOUSLY READ:  
1.2 PROPOSED PAY STREAM**

Payment Due Dates	August 31, 2007	August 31, 2008	August 31, 2009	August 31, 2010	Totals
Total Proposed Cost	32,304	100,000	100,000	100,000	\$332,304

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
CONTRACT 2008-020  
CONTRACT AMENDMENT A

	<p><b>CHANGE TO READ:</b> 1.2 PROPOSED PAY STREAM</p> <table border="1" data-bbox="527 384 1154 663"> <thead> <tr> <th>Due Dates</th> <th>PAYMENT AMOUNTS</th> </tr> </thead> <tbody> <tr> <td>August 31, 2007</td> <td>32,304</td> </tr> <tr> <td>August 31, 2008</td> <td>100,000</td> </tr> <tr> <td>August 31, 2009</td> <td>100,000</td> </tr> <tr> <td>August 31, 2010</td> <td>100,000</td> </tr> <tr> <td>August 31, 2011</td> <td>90,000</td> </tr> <tr> <td>August 31, 2012</td> <td>95,000</td> </tr> <tr> <td>August 31, 2013</td> <td>95,000</td> </tr> <tr> <td><b>TOTAL COST</b></td> <td><b>612,304</b></td> </tr> </tbody> </table>	Due Dates	PAYMENT AMOUNTS	August 31, 2007	32,304	August 31, 2008	100,000	August 31, 2009	100,000	August 31, 2010	100,000	August 31, 2011	90,000	August 31, 2012	95,000	August 31, 2013	95,000	<b>TOTAL COST</b>	<b>612,304</b>
Due Dates	PAYMENT AMOUNTS																		
August 31, 2007	32,304																		
August 31, 2008	100,000																		
August 31, 2009	100,000																		
August 31, 2010	100,000																		
August 31, 2011	90,000																		
August 31, 2012	95,000																		
August 31, 2013	95,000																		
<b>TOTAL COST</b>	<b>612,304</b>																		
	<p><b>PREVIOUSLY READ:</b> 2. TOTAL CONTRACT PRICE Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$332,304 ("Total Contract Price").</p> <p>The payment by the State of the total Contract price shall be the only, and the complete reimbursement to ASG for all fees and expenses, of whatever nature, incurred by ASG in the performance hereof. The State will not be responsible for any unauthorized travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.</p> <p><b>CHANGE TO READ:</b> 2. TOTAL CONTRACT PRICE Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$612,304 ("Total Contract Price").</p> <p>The payment by the State of the total Contract price shall be the only, and the complete reimbursement to ASG for all fees and expenses, of whatever nature, incurred by ASG in the performance hereof. The State will not be responsible for any unauthorized travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.</p>																		
<p><b>Contract #2008-020 Exhibit C</b></p>	<p style="text-align: center;"><b>AMENDED TEXT</b></p>																		
	<p><b>PREVIOUSLY READ:</b> Office of Information Technology - State Licensed Site of the Contract:</p> <p style="padding-left: 40px;">State of New Hampshire, Office of Information Technology 27 Hazen Drive Concord, NH 03301</p> <p><b>CHANGE TO READ:</b> Department of Information Technology - State Licensed Site of the Contract:</p> <p style="padding-left: 40px;">State of New Hampshire, Department of Information Technology 27 Hazen Drive Concord, NH 03301</p>																		



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
CONTRACT 2008-020  
CONTRACT AMENDMENT A

<b>Contract #2008-020</b>	<b>AMENDED TEXT</b>
<b>Exhibit H</b>	
	<p><b>Added: Amended Pay Stream Proposal Dated: May 04, 2010  Covering the period August 31, 2010- August 30, 2014</b></p> <p>Four (4) Year Offer for the period 08/31/10 through 08/30/14</p> <p>Inclusive of Existing Product(s) Only:  ASG-NaviPlex™ Host and Client(5) (PACKAGE)  ****PKG Includes****</p> <ul style="list-style-type: none"> <li>- ASG-NaviPlex™ Client (Windows) – 5</li> <li>- ASG-NaviPlex™ Host - 1</li> </ul> <p>ASG-TMON@ for CICS TS for z/OS  ASG-TMON@ for DB2  ASG-TMON@ for z/OS  ASG-Zeke™ Scheduling for z/OS</p> <p>The existing products are upgrading from 253 MIPS Total Capacity to 300 MIPS  Total Capacity:  Current CPU: IBM 2096 O02 s/n: 08857F  New CPU: TBD</p> <p>Four (4) Year Committed below Payment Stream:  Year 1 (08/31/10-08/30/11) - \$100,000.00 (In current contract)  Year 2 (08/31/11-08/30/12) - \$ 90,000.00  Year 3 (08/31/12-08/30/13) - \$ 95,000.00  Year 4 (08/31/13-08/30/14) - \$ 95,000.00  TDV = \$380,000.00 (Includes \$100,000 already in current contract)</p> <p>Total includes four years of maintenance, the above mentioned upgrade, and  Outstanding invoice A1 32322 (for the period 08/31/2010-08/30/2011) for  \$100,000.00.</p>

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
CONTRACT 2008-020  
CONTRACT AMENDMENT A

Table 2 Contract 2008-020 – ASG Software Licenses

CONTRACT NUMBER	ORIGINAL CONTRACT PERIOD	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT PERIOD	REVISED CONTRACT AMOUNT	TOTALS
2008-020 Original Contract	August 31, 2007 to August 30, 2011	\$332,304	August 31, 2007 to August 30, 2010	\$232,304*	\$232,304
CONTRACT AMENDMENT NUMBER			AMENDMENT PERIOD	AMENDMENT AMOUNT	
2008-020A Amendment A- Extension and Upgrade			August 31, 2010 to August 31, 2014	\$380,000*	\$380,000
				CONTRACT TOTALS	\$612,304

\*Revised Contract amount includes a reduction in time as well as funds for the original contract which are subsequently included in the amendment - time extension and payment.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
CONTRACT 2008-020  
CONTRACT AMENDMENT A

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

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

[Signature]  
ASG Contract Signor,  
Allen Systems Group, Inc.

Date: 7-20-2010

Corporate Signature Notarized:

STATE OF Florida

COUNTY OF Collier

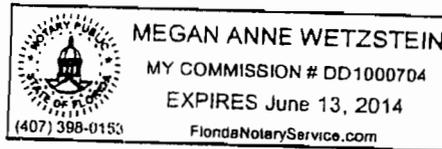
On this the 20 day of July, 2010, before me,  
Linda J. Stephenson, the undersigned Officer \_\_\_\_\_,  
personally appeared and acknowledged her/himself to be the Sr Dir of Contracting,  
of Allen Systems Group Inc, a corporation, and that she/he, as such  
Sr Dir of Contracting being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
Sr Dir of Contracting.

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

[Signature]  
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)



State of New Hampshire

[Signature]  
Peter C. Hastings, Interim Commissioner  
Department of Information Technology  
State of New Hampshire

Date: 7/22/10

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

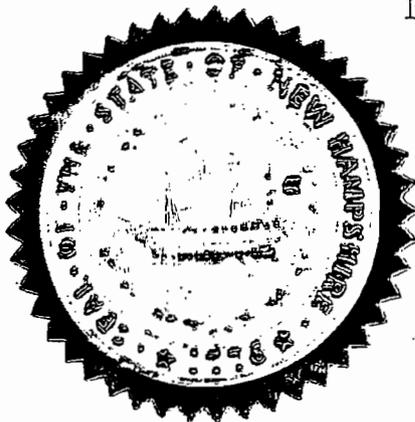
[Signature]  
State of New Hampshire, Department of Justice

Date: 7/26/10

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 Allen Systems Group, Inc. doing business in New Hampshire as Allen Systems Group of Delaware, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on July 20, 2007. 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 17<sup>th</sup> day of May, A.D. 2010

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

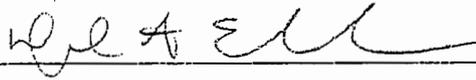
William M. Gardner  
Secretary of State

CERTIFICATE  
(Corporation With Seal)

I, Derek S. Eckelman, do hereby represent and certify that:

- (1) I am the Executive Vice President and Secretary of Allen Systems Group, Inc., 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.
- (4) The signature of Linda J. Stephenson, Senior Director of Contracting, 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 Executive Vice President and Secretary of the Corporation and have affixed its corporate seal this 28 day of July, 2010.



\_\_\_\_\_  
Executive Vice President and Secretary

(SEAL)

STATE OF Florida

COUNTY OF Collier

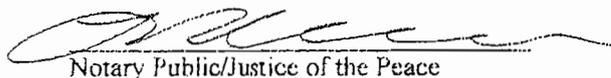
On this the 28<sup>th</sup> day of July, 2010, before me,

       Derek S. Eckelman, personally appeared and acknowledged her/himself

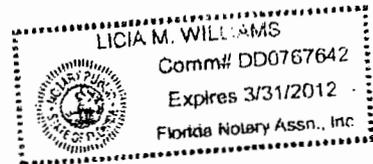
to be the Executive Vice President and Secretary, of Allen Systems Group, Inc., a

Delaware corporation, and that he, as such being authorized to do so, executed the foregoing instrument.

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

  
Notary Public/Justice of the Peace

My Commission Expires: 3/31/2012



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/7/2010

PRODUCER (404)460-1400 FAX: (404)460-1435  
Beecher Carlson  
2002 Summit Blvd  
Suite 925  
Atlanta GA 30319

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

INSURED  
Allen Systems Group, Incorporated  
and its Subsidiaries  
1333 Third Avenue South  
Naples FL 34102

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Zurich Ins. Co.	40142
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 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	CPO6542021-01	05/15/2010	05/15/2011	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 checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CPO6542021-01	05/15/2010	05/15/2011	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 EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ 0	UMB6542241-01	05/15/2010	05/15/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	CPO6542022-01	05/15/2010	05/15/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
		OTHER				

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

## CERTIFICATE HOLDER

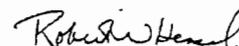
State of New Hampshire  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert Hessel/JBOICH



17



STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor  
27 Hazen Dr., Concord, NH 03301  
603-223-5703 TDD Access: 1800-735-2964  
Fax: 603-271-1516

AUG 22 2007

617-06  
69853

2-1

Richard C. Bailey, Jr.  
Chief Information Officer

August 9, 2007

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

sole source

REQUESTED ACTION

Authorize the Office of Information Technology (OIT) to enter into a SOLE SOURCE contract (Contract 2008-020) with Allen Systems Group, Inc. (ASG), of Naples, Florida (Vendor # 132559) for a firm fixed price amount of \$332,304.00, for licenses, maintenance of utility software used to manage mainframe computing resources and technical support services for a four-year period from August 31, 2007 through August 30, 2011 upon Governor and Council approval. 100% Other Funds.

Funding is available in the following accounts, Operations Division, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funds are anticipated to be available in SFY 2010 and SFY 2011 upon the availability and continued appropriation of funds in the future operating budgets.

Account	Budget Line	Description	Fiscal Year	Amount
010-003-1670-0300-096-0230-7130460	19292	Technology-Software	2008	\$ 32,304
010-003-1670-0300-096-0230-7130460	19392	Technology-Software	2009	\$ 100,000
010-003-1670-0300-096-0230-7130460	TBD	Technology-Software	2010	\$ 100,000
010-003-1670-0300-096-0230-7130460	TBD	Technology-Software	2011	\$ 100,000
010-003-1670-0300-096-0230-7130460	TBD	Technology-Software	2012	\$0
TOTAL				\$332,304

Allocated to Job# 03950047.

### EXPLANATION

The ASG proprietary software, used by the Office of Information Technology since 1997 to efficiently monitor, schedule and manage the mainframe computing resources in support of the DHHS applications, NECSES and New Heights, is reliable and deeply integrated into the applications and the operations management. Based on an estimated cost factor of \$500,000 for a new procurement, or the purchase of the licenses and maintenance from Software House International (SHI) for approximately \$380,000, or entering into a direct supplier, sole source agreement with ASG for approximately \$332,000, the decision was made to purchase directly from ASG. This will result in a savings of approximately \$45,000 for the cost of software, licenses and services over the next four years.

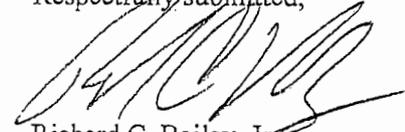
Additionally, this contract with ASG coincides with the installation of a new system for the New HEIGHTS application that requires a software upgrade fee. As part of this contract, the upgrade fee is interest free and is spread over a four-year period, realizing another \$4000 savings for the State.

The ASG contract conforms to the OIT Strategic Goal of Improving and Standardizing State Government IT Infrastructure, specifically Software Procurement Streamlining as documented in the New Hampshire Information Technology Plan 2005-2009, approved October 18, 2005 by the Governor and Executive Council.

DHHS estimates that the 100% Other Funds will be split as General Funds 50%; and Federal Funds 50% out of their Class 027 appropriation.

The Office of Information Technology has reviewed and approved the request for this contract and we respectfully request your approval.

Respectfully submitted,



Richard C. Bailey, Jr.  
Chief Information Officer

RCB/efg  
RID # 4982

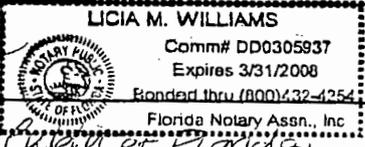
STATE OF NEW HAMPSHIRE  
 OFFICE OF INFORMATION TECHNOLOGY  
 LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
 CONTRACT # 2008-020  
 CONTRACT DOCUMENT

CONTRACT AGREEMENT

The State of New Hampshire and Allen Systems Group, Inc. hereby mutually agree as follows:

GENERAL PROVISIONS

1.1 State Agency Name State of New Hampshire Office of Information Technology	1.2 State Agency Address 27 Hazen Drive Concord, NH 03301
1.3 Contractor Name Allen Systems Group, Inc.	1.4 Contractor Address 1333 Third Avenue South Naples, Florida 34102
1.5 Account No. 010-003-1670-0300-096-0230	1.6 Completion Date August 30, 2011
1.7 Audit Date	1.8 Price Limitation \$332,304
1.9 Contracting Officer for State Agency Richard C. Bailey, Jr.	1.10 State Agency Telephone Number 603 223-5703
1.11 Contractor Signature 	1.12 Name & Title of Contractor Signor Linda J. Stephenson, Sr Director of Contracting
1.13 Acknowledgment: State of <u>FL</u> , County of <u>Collier</u> On <u>8/8/07</u> 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.	

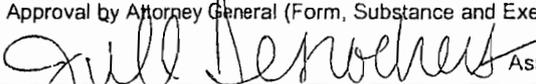
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]	
1.13.2 Name & Title of Notary or Justice of the Peace Licia M. Williams, Notary Public of Florida	

1.14 State Agency Signature(s) 	1.15 Name/Title of State Agency Signor(s) RICHARD C. BAILEY JR, CIO
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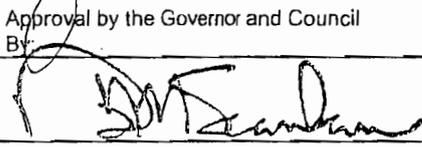
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants)

By: \_\_\_\_\_ Director, On: \_\_\_\_\_

1.17 Approval by Attorney General (Form, Substance and Execution)

By:  Assistant Attorney General, On: 8/9/07

1.18 Approval by the Governor and Council

By:  On: AUG 22 2007

**DEPUTY SECRETARY OF STATE**

Contract \_\_\_\_\_  
 Initial All Pages: \_\_\_\_\_  
 ASG Initials \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT # 2008-020  
STATEMENT OF WORK

1. DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied the Acceptance Test or review.
Agency	Agency of the State
ASG	Allen Systems Group, Incorporated (ASG) having its principle place of business at 1333 Third Avenue South, Naples, Florida 34102
Authorized Use Limitation	Shall mean the quantity of MIPS and the quantity of Users identified in Exhibit A.
Cancellation Date	Expiration date specified in the "Notice" to cancel a licensed program
Certification or Certify	Written Certification and full supporting and written documentation (including, without limitation, test results as applicable) that ASG has completed development of the Deliverable and certified its readiness for applicable Acceptance Test and/ or Review.
CR	Change Request
Contractor	Allen Systems Group, Inc. (ASG) having its principle place of business at 1333 Third Avenue South, Naples, Florida 34102
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract.
Contract Deliverables	Software Licenses, and Maintenance and Technical Support Services
Contract Managers	The persons identified in Section 5: <i>Contract Management</i> by the State and ASG to serve as the parties' respective Contract Managers.
Cure Period	The 60 day period within which ASG must correct a defect or default after receiving written notification from the State.
Data	Information contained within State systems in electronic or paper format.
Deliverables	For the purposes of this Contract, the term "Deliverables" shall mean standard software licenses, maintenance including upgrades, patches and fixes, and help desk and technical support including, but not limited to, the Deliverables identified in Exhibit A: <i>Contract Deliverables</i>
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The date on which the Contract takes effect upon New Hampshire Governor and Executive Council approval.
Enhancements	Updates, additions, modifications to, and new releases

STATE OF NEW HAMPSHIRE  
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	for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Errors	<p>A failure of a Deliverable or an error in a Deliverable resulting in its not conforming to its Specification.</p> <p>Severity Level 1 – Should be for the most urgent situations, when the State’s production system is down and the State is unable to use the Software. ASG’s technical support staff will, if possible, accept the State’s call for assistance at the time the State places the initial call; however if such staff is not immediately available, the State’s call will be returned within one (1) hour. ASG will follow up with the State and will continue to work with the State to provide the State with a resolution or a temporary workaround. The State must also be available 24 hours a day so that any further documentation required by ASG to continue work may be obtained from the State. Should the State’s representative not be available to provide ASG with any required documentation, information or assistance, the Severity Level for the support issue will be downgraded to a Severity Level 2, and shall remain downgraded until ASG is provided all required documentation, information and assistance. ASG shall use its diligent efforts to resolve Severity Level 1 problems as quickly as possible.</p> <p>Severity Level 2. A critical software system has significant outages and/or failure precluding its successful operation, and possibly endangering the State’s environment. The Software may operate but is severely restricted (for example, a frequently used subcommand gives an incorrect response).</p> <p>Severity Level 3. A minor problem exists with the Software but the majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response).</p> <p>Severity Level 4. A very minor problem or question that does not affect the Software’s function (for example, the text of a message is worded poorly or misspelled).</p>

STATE OF NEW HAMPSHIRE  
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STATEMENT OF WORK

Extended Term	Additional period of time for the Contract beyond the initially approved date by Governor and Executive Council.
Firm Fixed Price Contract	A contract with a price that is not subject to increase, i.e., adjustment on the basis of ASG's cost experience in performing the Contract
FOB	An International Term of Sale that means the seller fulfills his or her obligation to deliver when the goods have passed over the ship's rail at the named port of shipment. This means that the buyer has to bear all costs and risks to loss of or damage to the goods from that point. The FOB term requires the seller to clear the goods for export.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Initial Term	Period of the Contract-from the Effective Date through August 30, 2011
Licensed Program	Software License granted to the State by ASG
Licensee	The State of New Hampshire, OIT.
Licensee Site	The data center site identified in Exhibit C: <i>Special Provisions</i> , which is owned, operated or controlled by the State.
MIPS Capacity	The computing power (expressed in millions of instructions per second of the computer(s) located at the Licensee site(s),capable of accessing, using, executing, or benefitting from the licenses.
New Product	A new generation or variation of a licensed program that is intended for use with an operating system not yet developed or with a new release of an operating system specified in the Contract.
Non-Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the products or services processed under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables, e.g., meetings, help support
Normal Business Hours	Normal Business Hours – 7:00 a.m. to 7:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
"Notice"	Written notification by the State to ASG of its election to cancel a license with respect to a license program.
Notice to Proceed (NTP)	The State Project Manager's direction to the ASG to begin work on the Contract on a given date and time.

STATE OF NEW HAMPSHIRE  
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STATEMENT OF WORK

Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
Order of Precedence	The order in which Contract Activities/Documents preside in the event of a conflict or ambiguity.
Proposal	ASG's written proposal submitted to the State for licenses, renewals, maintenance and technical support services.
Services	The work or labor to be performed by ASG on the Project as described in the Contract.
SLA	Service Level Agreement
Software	All licensed programs provided by ASG under the Contract.
Software License	Licenses provided to the State under this Contract.
Specifications	The written specifications that set forth the requirements which include, without limitation, the Proposal, the Contract, Documentation, applicable State and federal policies, laws and regulations, State technical standards, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Office of Information Technology 27 Hazen Dr. Concord, NH 03301
State Confidential Information	State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
Subcontractor	A person, partnership, or company subcontracted by ASG to perform under the Contract.
Supplemental Licenses	Shall mean Additional Software Licenses added to the Contract # 2006-008 identified in Exhibit A.
TBD	To Be Determined.
Term	Collectively, the initial period of the Contract and any extension thereof
Term Software Licenses	Software licenses for which annual fees are paid in addition to annual maintenance and upgrade fees. Once the State elects not to pay the annual fees, the licenses must be returned to ASG.
Warranty Period	The period following the provision of a license during which ASG will provide Software product support and/or maintenance to the State at no charge, subject to

STATE OF NEW HAMPSHIRE  
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	any extensions for defect correction.
Warranty Services	The services to be provided during the Warranty Period.

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
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STATEMENT OF WORK

This Contract ("Contract" or "Agreement") is by and between the State of New Hampshire, acting through the Office of Information Technology (the "State"), and Allen Systems Group, Inc. ("ASG" or "Contractor" or "The Contractor"), a Delaware corporation, having its principal place of business at 1333 Third Avenue South, Naples, Florida 34102. This Agreement is for standard software licenses, maintenance including upgrades, patches and fixes, and help desk and technical support.

RECITALS

The State desires to have ASG provide Software Licenses and related maintenance and technical support services to the State; and

ASG wishes to provide the Software Licenses to the State and provide the maintenance and technical support services to the State, all in accordance with the provisions of this Agreement,

In consideration of the foregoing, the mutual covenants and promises contained herein and in the Contract Documents, as that term is defined below, the parties agree as follows:

**2. CONTRACT**

**2.1 Contract Documents**

This Contract consists of the following Contract Documents:

- a. The Contract Document and the Statement of Work
- b. Exhibit A Contract Deliverables
- c. Exhibit B Price and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D Administrative Services
- f. Exhibit E Maintenance and Technical Support Services
- g. Exhibit F Software License and Related Terms
- h. Exhibit G Warranty
- i. Exhibit H Contractor Proposal dated July 19, 2007
- j. Exhibit I ASG Certificate of Vote
- k. Exhibit J ASG Certificate of Authority
- l. Exhibit K ASG Certificate of Insurance

**2.2 Order of Precedence**

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. State of NH Contract # 2008-020 and Exhibits A, B, C, D, E, F, G, I, J, K
- b. ASG Proposal, dated July 19, 2007, and attached hereto as Exhibit H.

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
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**2.3 Non-Exclusive, Firm Fixed Price Contract**

This is a Non-Exclusive, Firm Fixed Price ("FFP") Contract with price and term limitations as set forth in the Contract.

The State may, at its discretion, retain other contractors to provide the Contract Deliverables procured under the Contract. ASG will not be responsible for any delay, act, or omission of such other contractors, except that ASG shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of ASG

**3. CONTRACT TERM**

**3.1 Term**

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to, Governor and Executive Council approval.

The Contract term will begin on the August 31, 2007 ("Effective Date") through August 30, 2011 (the "Initial Term"). The Term may be extended for additional periods of one (1) year each ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees and usage and maintenance fees for each extended term.

If the State should elect to extend the Contract for the period August 31, 2011 through August 30, 2012, the Annual Maintenance Fee for the Licensed Product(s) shall be \$81,309.00. Thereafter, the Annual Maintenance Fee for the Licensed Product(s) shall not increase by more than ten percent (10%) per annum over the prior year's Annual Maintenance Fee. This limitation shall not apply to increases in licensed capacity or usage.

**3.2 Delivery**

ASG will be responsible for the ordered Software Licenses, and maintenance and technical support services shall commence within ten (10) business days of receipt of a purchase order, in its entirety, to the destination specified on the purchase order. If ASG cannot fulfill the order within this time in its entirety, ASG must immediately inform the Office of Information Technology with a revised delivery date not to exceed thirty (30) days from the original request.

Delivery is to be made FOB destination for any order hereunder. To the extent they apply to the State, the State shall observe all relevant import and export laws and regulations, including but not limited to the regulations of the Office of Export Administration of the US Department of Commerce. The State shall confirm and promptly notify ASG via electronic mail of its receipt of Software.

Certain of the Software products may be delivered to the State electronically.

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All orders are to be shipped prepaid at ASG's expense. An outside carrier must not invoice shipping charges to the State of New Hampshire.

**3.3 Substitutions**

If a product becomes unavailable within the 60-day timeframe of a quote, automatic substitutions may not be made. The Office of Information Technology must issue a change order before a substitution may be made. Price increases on substitutions shall be subject to the amendment process as stated in Section 9.16: *Amendment* of the General Provisions, herein.

**3.4 Upgrades**

The State has elected to convert the original Licensed Products from a single CPU license restricted to a Group 0A2 to a MIPS License. The State may utilize all of the Licensed Product(s) on a single machine at the designated location provided the total CPU capacity does not exceed two hundred fifty-three (253) MIPS.

During the Initial Term, should the State exceed 253 MIPS, the State shall provide ASG with prior notice of such increase and the State shall pay an upgrade fee calculated as 75% of the difference between the then prevailing license fee for the greater number of MIPS and the then prevailing license fee for the previous MIPS.

Should the State upgrade its MIPS, the additional annual maintenance fee shall be calculated as fifteen percent (15%) of the applicable upgrade fee. The additional annual maintenance fee shall be payable at the time of upgrade (prorated from the effective date of the upgrade to the end of the applicable annual term) and for each annual term thereafter, subject to the amendment process as stated in Section 9.16: *Amendment* of the General Provisions, herein including Governor and Council approval.

**3.5 New Products**

In the event that ASG develops a new generation or variation of a licenses hereunder (a "New Product") during the term hereof, whether such New Product is intended for use with an operating system not yet developed or with a new release of an operating system specified herein then, upon ASG's receipt of the State's written request and without additional charge, such New Product shall be added to this license for use by the State as provided herein during the term, even if ASG then determines to charge a separate license fee for the New Product to ASG's other licensees.

**3.6 Authorized Use**

Authorized use limitations for the Software Licenses (with respect to each such Software License the "Authorized Use Limitation") are set forth in the tables in Exhibit A: *Contract Deliverables*. Use of a Licensed Program in excess of the applicable Authorized Use Limitation shall be subject to ASG's prior written consent and payment of the applicable fees.

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**3.7 Supplemental License Fee**

The State may increase the licensed MIPS Capacity during the Term through the amendment process stated in Section 9.16: *Amendment* and upon appropriate State approvals including but not limited to Governor and Council approval, prior written notice to ASG and payment of the applicable supplemental license fee (the "Supplemental License Fee") and an annual maintenance and technical support services fee, each calculated using ASG's then prevailing fee schedule, as referenced in Section 3.4: *Upgrades*. In each instance, the Supplemental License Fee and initial maintenance and technical support services fee shall be billable upon the State's giving notice to ASG of its desire to increase the licensed MIPS Capacity, including by request that ASG issue an authorization key for an additional or replacement CPU after agreed upon appropriate State approvals including, but not limited to, Governor and Executive Council approval. Such fees shall be paid within thirty (30) days notwithstanding any installment payment schedule for the initial license fee. The License fee and maintenance and technical support services fee shall be prorated for the year of the increase and shall be payable in full thereafter.

**3.8 MIPS Capacity Calculation**

MIPS Capacity shall be calculated by reference to ASG's schedules of the MIPS Capacity of processors. In the event that any particular processor is not accounted for on the ASG schedule, the Gartner Group specification of MIPS Capacity shall control.

**4. COMPENSATION**

**4.1 Contract Price**

The Contract price, method of payment, and terms of payment are identified in Exhibit B: *Price and Payment Schedule*.

**5. CONTRACT MANAGEMENT**

**5.1 ASG Contract Manager**

ASG shall assign a Contract Manager who shall be responsible for all Contract administration and for obtaining required Contract authorizations. ASG's Contract Manager is:

Linda J. Stephenson  
Allen Systems Group, Inc.  
1333 Third Avenue South  
Naples, Florida 34102  
Tel: (239) 435-3647  
Fax: (239) 213-3773  
Email: linda.stephenson@asg.com

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**5.2 State Contract/Project Manager**

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

Frank Catanese, Director  
Office of Information Technology  
27 Hazen Drive  
Concord, NH 03301  
Tel: (603) 223-5701  
Fax: (603) 271-1516  
Email: frank.catanese@oit.nh.gov

**6. CONTRACT DELIVERABLES**

**6.1 Deliverables**

ASG shall provide the State with Software Licenses and maintenance and technical support services for the Software defined in Exhibit A: *Contract Deliverables*

**6.2 Software and Documentation**

ASG shall provide the State with Software licenses and Documentation as described in Exhibit F: *Software License and Related Terms*.

**6.3 Warranty**

ASG shall provide the Warranties as required under the Contract and as set forth in Exhibit G: *Warranty*.

**6.3.1 Maintenance and Technical Support Services**

ASG shall provide the State with maintenance and technical support services for the Software as required under the Contract Documents and as more fully set forth in, Exhibit E: *Maintenance and Technical Support Services*.

**7. INTELLECTUAL PROPERTY**

**7.1 Deliverables**

For the purposes of this Contract, the term "Deliverables" shall mean standard software licenses, maintenance including upgrades, patches and fixes, and help desk and technical support including, but not limited to, the Deliverables identified in Exhibit A: *Contract Deliverables*.

**7.2 State's License**

The State shall receive a perpetual irrevocable, non-exclusive paid-up right and license to use, copy as permitted for archiving and disaster recovery, and prepare derivative works of the Software Licenses, subject to any restrictions of any third-party materials embodied in the Software Licenses and disclosed to the State. ASG retains all ownership and intellectual property right to the Software Licenses.

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**7.3 State's Business**

All right, title and interest in State Data shall remain with the State. The State's rights in such Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with ASG. The State may not assign, re-license, rent or lease the Software or use the Software for third-party training, commercial time-sharing, or service bureau use.

**7.4 ASG's Materials**

Subject to the provisions of this Contract, ASG may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, ASG shall not distribute any products containing or disclose any State Confidential Information. Subject to Section 8: *Use of State's Information, Confidentiality*, ASG shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein may in no event include: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

**7.5 Survival**

This Section 7: *Intellectual Property*, shall survive termination of the Contract

**8. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**8.1 Use of State's Information**

In performing its obligations under the Contract, ASG may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A:5 *Exemptions*). ASG shall not use the State's Confidential Information except as directly connected to and necessary for ASG's performance under the Contract, unless otherwise permitted under the Contract.

**8.2 State Confidential Information**

ASG shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction, all State Confidential Information that becomes available to ASG in connection with its performance under the Contract, regardless of its form. Any disclosure of the State's Confidential Information shall require the prior written approval of the State. ASG shall immediately notify the State if any request, subpoena or other legal

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process is served upon ASG regarding the State's Confidential Information, and ASG shall cooperate with the State in any effort it undertakes to contest the request, subpoena or other legal process at no additional cost to the State. In the event of unauthorized use or disclosure of the State's Confidential Information, ASG shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**8.3 ASG's Confidential Information**

Insofar as ASG seeks to maintain the confidentiality of its confidential information, ASG must clearly identify in writing all information it claims to be confidential. Notwithstanding the foregoing, the State acknowledges that ASG considers the Software and Documentation confidential information. ASG acknowledges that the State is subject to applicable State and federal laws governing disclosure of information, including, but not limited to RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by ASG as confidential, the State shall notify ASG and specify the date the State will be releasing the requested information. At the request of the State, ASG shall cooperate and assist the State with collection and review of ASG's information at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be ASG's sole responsibility and at ASG's sole expense. If ASG 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 ASG without any State liability to ASG.

**8.4 Survival**

This Section 8: *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

**9. GENERAL PROVISIONS**

**9.1 Conditional Nature of Contract**

Notwithstanding any provision in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments 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 the Contract immediately upon giving ASG 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: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

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**9.2 Compliance by ASG with Laws and Regulations: Equal Employment Opportunity**

9.2.1 In connection with the performance of the Contract, ASG shall comply with all statutes, laws, regulations, orders of federal, State, county or municipal authorities which impose any obligation or duty upon ASG, including, but not limited to, civil rights and equal opportunity laws. ASG shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract.

9.2.2 During the term of the Contract, ASG shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

9.2.3 If the Contract is funded in any part by monies of the United States, ASG 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 issues to implement these regulations. ASG further agrees to permit the State or United States, access to any of ASG's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

**9.3 Regulatory/Government Approvals**

ASG shall obtain all necessary and applicable regulatory or other governmental approvals to perform its obligations under the Contract.

**9.4 Access/Cooperation**

As applicable and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide ASG with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow ASG to perform its obligations under the Contract.

**9.5 Personnel**

9.5.1 ASG shall not hire, and shall permit no Subcontractor or other person, firm or corporation with whom it is engaged in a combined effort hereunder, to hire any person who is a State officer or employee, elected or appointed.

9.5.2 The Chief Information Officer ("CIO") of the Office of Information Technology, or his designee, shall be the State's representative. In the event of any dispute governing

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the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

**9.6 Dispute Resolution**

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 or Confidential Information), 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 under the Contract.

The parties shall use 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>ASG</u>	<u>THE STATE</u>	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Robert Collier, VP of Worldwide Support	Frank Catanese, Director,* Contract/Project Manager	5 Business Days
First	Richard L. Vance, Executive VP of Operations	Frank Catanese Director,* Contract/Project Manager	10 Business Days
Second	Derek S. Eckelman, Chief Operating Officer	Richard C. Bailey, Jr., Chief Information Officer*	15 Business Days

\* Or their successors

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

**9.7 Termination**

**9.7.1 Termination for Default**

9.7.1.1 Unless otherwise provided in the Contract, the State shall provide ASG written notice of material default, and ASG must cure the material default within sixty (60) days ("Cure Period") of its receipt of the notice of default. If ASG fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare ASG in default, and pursue its remedies at law or in equity or both.

9.7.1.2 In the event of material default by the State, ASG shall provide the State with written notice of default, and the State shall cure the default within

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sixty (60) days of its receipt of the notice of default, unless otherwise extended by ASG.

9.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's or ASG's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

**9.7.2 Termination for Convenience**

This Section does not apply to this Contract

**9.7.3 Termination for Conflict of Interest**

9.7.3.1 The State may terminate the Contract by written notice if it reasonably determines that a material conflict of interest exists. In such case, the State shall be entitled to a pro-rated refund of any current maintenance and technical support services fee for the then-current maintenance and technical support services term. The State shall pay all other contracted payments that would have become due and payable prior to the termination date if ASG did not know or reasonably did not know of the conflict of interest.

9.7.3.2 In the event the Contract is terminated as provided above and ASG knew or reasonably should have known of such a conflict, the State shall be entitled to declare ASG in default and to pursue remedies available at law and in equity.

**9.7.4 Termination Procedure**

9.7.4.1 Upon termination of the Contract ASG shall:

- a. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of ASG and in which the State has an interest;
- b. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- c. Provide written Certification to the State that ASG has surrendered to the State all said property.

**9.8 Force Majeure**

Neither ASG 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, lock

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outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

**9.9 ASG's Relation to the State**

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

**9.10 Assignment, Delegation and Subcontracts**

9.10.1 ASG shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State, which consent shall not be unreasonably withheld.

9.10.2 ASG shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors or other transferees are used, unless otherwise agreed to in writing by the State and the Assign 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 ASG of any of its obligations under the Contract; not affect any remedies available to the State against ASG that may arise from any event of default of the provisions of the Contract; and the State may consider ASG to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

Notwithstanding the foregoing, nothing herein shall prohibit ASG from assigning the Contract to the successor of all or substantially all of the assets or business of ASG. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

9.10.3 In the event that ASG should change ownership for any reason whatsoever, and in the event such new owner fully assumes the Contract in accordance with the Contract (Section 9.10: *Assignment, Delegation and Subcontracts*), including, but not limited to, all obligations under the Contract, the State shall have the option of continuing under the Contract with ASG's successors or assigns for the full remaining term of the Contract; continue under the Contract with ASG, successors or assigns for such period of time as determined by the State; or immediately terminate the Contract without liability to ASG, its successors or assigns as State law may provide.

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**9.11 Indemnification**

9.11.1 ASG 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 ASG, its personnel or agents, in connection with ASG's obligations under this Contract.

9.11.2 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.

**9.11.3 Survival**

This Section 9.11: *Indemnification*, shall survive termination of the Contract.

**9.12 Liability**

**9.12.1 State**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to ASG shall not exceed one and one-half (1.5X) times the total Contract price set forth in Section 1.8: *Price Limitation* of the *Contract Agreement General Provisions* form.

**9.12.2 The Contractor**

Subject to applicable laws and regulations, in no event shall ASG be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and ASG's liability to the State shall not exceed one and one-half (1.5X) times the total Contract price set forth in Section 1.8: *Price Limitation* of the *Contract Agreement General Provisions* form, except as otherwise provided in Section 9.11: *Indemnification*, herein, and except with respect to breaches of confidentiality by ASG hereunder as provided in Section 8: *Use of State's Information, Confidentiality* which shall be unlimited.

**9.12.3 State's Immunity**

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.

**9.12.4 Survival**

This Section 9.12: *Liability* shall survive termination of the Contract.

**9.13 Insurance**

**9.13.1 ASG Insurance Requirement**

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ASG shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident; and
- b. The policies 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 ten (10) days after written notice thereof has been received by the State.

**9.14 Waiver of Event of Default**

No failure by either party 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 default shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other default on the part of the other party.

**9.15 Notice**

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO ASG:

Linda J. Stephenson  
Senior Director of Contracting  
Allen Systems Group, Inc:  
1333 Third Avenue South  
Naples, Florida 34102

TO STATE:

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

**9.16 Amendment**

The Contract 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 Executive Council of the State of New Hampshire.

**9.17 Construction of Contract and Terms**

The Contract, without regard to its choice of law provision, 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 successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

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**9.18 Third Parties**

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

**9.19 Headings**

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

**9.20 Exhibits**

The Exhibits referred to in and attached to the Contract are made a part of it as if fully included in the text.

**9.21 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive.

**9.22 Entire Contract**

The Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior contracts and understandings.

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EXHIBIT A  
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Notwithstanding any provisions of the Contract to the contrary, ASG shall provide the State with Software Licenses, and maintenance and technical support services that meet and perform in accordance with the Specifications.

Pricing for Deliverables is set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Initial Term of this Contract.

2. DELIVERABLES AND ACTIVITIES SCHEDULE

2.1 Software Licenses

Software Licenses pricing is established in Exhibit B: *Price and Payment Schedule*.

2.2 Product Deliveries

Any Licensed Program identified with "NO" under the heading entitled "Shipment Required" in Exhibit A was previously delivered to the State and therefore will not be delivered to the State at this time. Licensed Programs identified with a "YES" under such heading will be delivered to the State upon execution of this Contract. The Licensed Programs shall be delivered to the State, either by electronic delivery or in tangible media F.O.B. destination.

2.3 Support Services

a. Licenses, upgrades, fixes, and patches and Documentation for the following licenses with an authorized use of 253 MIPS:

License	Type	Operating System	Dates/ Maintenance	Ship
NaviPlex Plus 5 clients	Perpetual	Z/OS	August 31, 2007 to August 30, 2011	YES
TMON ZOS (Previously TMON MVS)	Perpetual	Z/OS	August 31, 2007 to August 30, 2011	NO
TMON DB2	Perpetual	Z/OS	August 31, 2007 to August 30, 2011	NO
TMON CICS	Perpetual	Z/OS	August 31, 2007 to August 30, 2011	NO
ZEKE ZOS	Perpetual	Z/OS	August 31, 2007 to August 30, 2011	NO

b. Spread upgrade fees over four (4) years

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EXHIBIT A  
CONTRACT DELIVERABLES

- c. Maintenance fees remain at the same rate for each year of the agreement during the initial Term
- d. Ten percent (10%) Cap on maintenance price increases at the end of the Initial Term per the Statement of Work, Section 3.1: *Term*
- e. Upgrade discounting during the Initial Term-See Section 3.4: *Upgrades* in the Statement of Work.

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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 FIRM FIXED PRICE

This is a Firm Fixed Price (FFP) Contract totaling \$332,304 for the period between August 31, 2007, through August 30, 2011 upon Governor and Executive Council approval.

This Firm Fixed Price Contract includes the following:

1. Licenses, upgrades, patches and fixes with usage rights up to 253 MIPS
2. Documentation for the licenses, upgrades, patches and fixes
3. Maintenance and technical support services for the duration of the Contract with maintenance and technical support services fees remaining at the same rate for each year of the agreement during the initial Term
4. Upgrade fee spread over four (4) years
5. Ten percent (10%) cap on maintenance price increases at the end of the Initial Term per the Statement of Work, Section 3.1: *Term*.
6. Upgrade discounting during the Initial Term- See Section 3.4: *Upgrades* in the Statement of Work.

ASG shall be responsible for Software Licenses and maintenance and technical support services in accordance with the Contract Documents, including without limitation, the requirements, terms, and conditions contained herein. This Contract will allow ASG to invoice the State for the Software Licenses and maintenance and technical support services appearing in the Price and Payment Tables below.

1.2 PROPOSED PAY STREAM

Payment Due Dates	August 31, 2007	August 31, 2008	August 31, 2009	August 31, 2010	Totals
Total Proposed Cost	32,304	100,000	100,000	100,000	\$332,304

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PRICE AND PAYMENT SCHEDULE

1.3 ANNUAL PRODUCT FEE BREAKOUT

Product /License	Aug 31, 2007 to Aug 30, 2008	Aug 31, 2008 to Aug 30, 2009	Aug 31, 2009 to Aug 30, 2010	Aug 31, 2010 to Aug 30, 2011	Total
<b>NaviPlex (Perpetual License)</b>					
OTC	0.00	0.00	0.00	0.00	0.00
License Fee	8,844.83	8,844.83	8,844.83	8,844.83	35,379.32
z9 Annual Maintenance	7,075.87	7,075.87	7,075.87	7,075.87	28,303.48
<b>NaviPlex Clients (5) (Perpetual License)</b>					
OTC	0.00	0.00	0.00	0.00	0.00
License Fee	221.07	221.07	221.07	221.07	884.28
Annual Maintenance	176.86	176.86	176.86	176.86	707.44
<b>TMON-ZOS (Perpetual License)</b>					
OTC	3,384.97	3,384.97	3,384.97	3,384.97	13,539.88
License fee	0.00	0.00	0.00	0.00	0.00
z9 Annual Maintenance	14,328.15	14,328.15	14,328.15	14,328.15	57,312.60
Credit for z800 annual maintenance for FY08	(13,387.15)				(13,387.14)
<b>TMON-CICS (Perpetual License)</b>					
OTC	2,396.88	2,396.88	2,396.88	2,396.88	9,587.52
License fee	0.00	0.00	0.00	0.00	0.00
z9 Annual Maintenance	10,145.79	10,145.79	10,145.79	10,145.79	40,583.16
Credit for z800 annual maintenance for FY08	(12,829.31)				(12,829.31)
<b>TMON-DB2 (Perpetual License)</b>					
OTC	3,243.72	3,243.72	3,243.72	3,243.72	12,974.88
License fee	0.00	0.00	0.00	0.00	0.00
z9 Annual Maintenance	13,730.98	13,730.98	13,730.98	13,730.98	54,923.94

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PRICE AND PAYMENT SCHEDULE

Credit for z800 annual maintenance for FY08	(9,479.54)				(9,479.54)
<b>ZEKE-ZOS (Perpetual License)</b>					
OTC	0.00	0.00	0.00	0.00	0.00
License fee	0.00	0.00	0.00	0.00	0.00
z9 Annual Maintenance	36,450.88	36,450.88	36,450.88	36,450.88	145,803.53
Credit for z800 annual maintenance for FY08	(32,000)				(32,000.39)
Subtotal OTC Charges	9,025.57	9,025.57	9,025.57	9,025.57	36,102.28
Subtotal License fee Charges	9,065.90	9,065.90	9,065.90	9,065.90	36,263.60
Subtotal Maintenance fee Charges	81,908.53	81,908.53	81,908.53	81,908.53	327,634.12
TOTAL CHARGES	100,000	100,000	100,000	100,000	400,000
TOTAL CREDITS	(67,696)				(67,696.38)
TOTAL PAYMENT DUE	32,304	100,000	100,000	100,000	332,304

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$332,304 ("Total Contract Price").

The payment by the State of the total Contract price shall be the only, and the complete reimbursement to ASG for all fees and expenses, of whatever nature, incurred by ASG in the performance hereof. The State will not be responsible for any unauthorized travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

**3. INVOICING**

ASG shall submit invoices for Deliverables as permitted by the Contract and the terms listed herein. Invoices shall contain detailed information, including without limitation, the following information:

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
2008-020  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

identification of each Deliverable for which payment is sought, date of delivery, performance, and/or installation. Upon receipt by the State of a properly documented and undisputed invoice, the State will pay the invoice within thirty (30) days of receipt of invoice, except as otherwise provided in the Contract. Invoices will not be backdated and shall be promptly dispatched.

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify ASG of the alleged error prior to the due date of such payment. The State and ASG agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to ASG. The State shall promptly pay upon resolution of such dispute or within such fifteen (15)-day period of an agreed upon amount whichever, and no late charges shall apply to that amount or the originally invoiced amount.

Invoices shall be sent to:  
Frank Catanese, Director  
State of New Hampshire  
Office of Information Technology  
27 Hazen Drive  
Concord, NH 03301

#### 4. PAYMENT ADDRESS

All payments shall be sent to the following address:

By Check:  
Allen Systems Group, Inc.  
PO Box 2197  
Carol Stream, Illinois 60132-2197

By Wire:  
Allen Systems Group, Inc.  
Citibank FSB  
Acct: 3200339901  
SWIFT: CITIUS33  
ABA: 266086554

#### 5. OVERPAYMENTS TO ASG

ASG shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any undisputed overpayment or undisputed erroneous payment upon notice from the State. In the event of a dispute regarding any such overpayment or erroneous payment, the parties agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days of the establishment of such dispute.

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PRICE AND PAYMENT SCHEDULE

6. RIGHT TO OFFSET

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

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
2008-020  
EXHIBIT C  
SPECIAL PROVISIONS

Office of Information Technology - State Licensed Site of the Contract:

State of New Hampshire, Office of Information Technology  
27 Hazen Drive  
Concord, NH 03301

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
2008-020  
EXHIBIT D  
ADMINISTRATIVE SERVICES

1. ADMINISTRATIVE SERVICES

1.1 State Meetings and Reports

ASG's Contract Manager shall participate in meetings as reasonably requested by the State.

1.2 State-Owned Documents and Data

ASG shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, ASG shall turn over all State-owned documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

1.3 Records Retention and Access Requirements

ASG hereby agrees to the conditions of all applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

ASG also agrees to the following:

ASG shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of the Contract. The Contractor shall retain all such records for three (3) years after the final payment on the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for six (6) years following the termination of litigation, including all appeals.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. During the term of this Contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the three (3) year period after the Contract term, including any extensions, or six (6) year term following litigation, including all appeals. The Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's review unless the Contract cost or any other material provided under the Contract is calculated or derived from the cost structure or profit factors.

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OFFICE OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
2008-020  
EXHIBIT D  
ADMINISTRATIVE SERVICES

1.4 Accounting Requirements

ASG shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES

2008-020

EXHIBIT E

MAINTENANCE AND TECHNICAL SUPPORT SERVICES

Notwithstanding any of the provisions of Exhibit F: *Software License and Related Terms*, ASG shall provide maintenance and technical support services for the Software Licenses purchased through and in accordance with the Contract Documents.

1. MAINTENANCE AND TECHNICAL SUPPORT

If the State is in compliance with the terms and conditions of the Contract and current with the payment of the applicable fees set forth herein and any subsequent amendment to this Contract, ASG shall provide the State with maintenance and technical support services for the Software.

Maintenance and technical support services include updates, new versions and new releases of the Software, which are generally provided by ASG at no charge to its other licensees who are current in payment of all applicable license and maintenance fees. Maintenance and technical support services shall include the detection and correction of any Software errors, which cause the Software to fail to operate according to its published specifications. ASG shall respond to the State's requests for corrections of any defects or malfunctions in the Software in accordance with the Software support levels set forth below.

2. SOFTWARE SUPPORT LEVELS

Severity Level 1 – Should be for the most urgent situations, when the State's production system is down and the State is unable to use the Software. ASG's technical support staff will, if possible, accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the State's call will be returned within one (1) hour. ASG will follow up with the State and will continue to work with the State to provide the State with a resolution or a temporary workaround. The State must also be available 24 hours a day so that any further documentation required by ASG to continue work may be obtained from the State. Should the State's representative not be available to provide ASG with any required documentation, information or assistance, the Severity Level for the support issue will be downgraded to a Severity Level 2, and shall remain downgraded until ASG is provided all required documentation, information and assistance. ASG shall use its diligent efforts to resolve Severity Level 1 problems as quickly as possible.

Severity Level 2. A critical software system has significant outages and/or failure precluding its successful operation, and possibly endangering the State's environment. The Software may operate but is severely restricted (for example, a frequently used subcommand gives an incorrect response).

Severity Level 3. A minor problem exists with the Software but the majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response).

Severity Level 4. A minor problem or question that does not affect the Software's function, (for example, the text of a message is worded poorly or misspelled).

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES

2008-020

EXHIBIT E

MAINTENANCE AND TECHNICAL SUPPORT SERVICES

All issues categorized as Severity Levels 2, 3 or 4 will be addressed by ASG in priority sequence by Severity Level during ASG's normal business hours. Within each Severity Level, the calls will be answered or returned in the order in which they were received by ASG, with the goal of answering all calls within one business day.

The Severity Level of any issue may be changed at any time by the State by calling ASG's 24-hour hotline (1.800.354.3578) and specifying a new Severity Level. For example, if a problem previously classified as a Severity Level 2 requires a more urgent response, the State may, at its sole discretion, reclassify same as a Severity Level 1, and Severity Level 1 procedures (as described above) will then apply.

**3. DATA COLLECTION**

**3.1 Records Activities**

ASG shall maintain a record of the activities related to warranty repair or Maintenance and Technical Support Services activities performed for the State. For all Maintenance and Technical Support Services communications, ASG shall ensure the following information will be collected and maintained:

1. Severity level;
2. Current status of the deficiency;
3. Proposed Resolutions
4. Expected and actual completion time; and
5. Relevant deficiency resolution information.

**3.2 Software Monitoring**

ASG will work with the State to identify and troubleshoot potentially large-scale failures or deficiencies attributable to the Licensed Software by collecting the following information:

1. Mean time between reported deficiencies with the Licensed Software;
2. Diagnosis of the root cause of the problem; and
3. Identification of repeat calls or repeat Licensed Software problems.

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
2008-020  
EXHIBIT F  
SOFTWARE LICENSE AND RELATED TERMS

The terms set forth in this Exhibit F: *Software License and Related Terms* are specific to the provision of the Software Licenses and related maintenance, as provided herein, and in no way shall limit or impact the rights under the warranty.

**1. LICENSE GRANT**

Subject to the payment of applicable license fees as set forth in Exhibit B: *Price and Payment Schedule*, ASG grants to the State a license, as set forth in Exhibit A: *Contract Deliverables*, to use the Software identified on the ordering document attached hereto in Exhibit A: *Contract Deliverables*. The State may allow its agents and contractors to access and use the Licensed Software for this purpose and in such event, the State shall first obtain written agreement from such agents and contractors that each shall abide by the terms and conditions set forth herein.

**2. RESTRICTIONS**

The State may not:

- a. Remove or modify any program markings or any notice of ASG's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations;
- c. Cause or permit reverse engineering, disassembly or decompilation of the programs; or
- d. Disclose results of any program benchmark tests without ASG's prior written consent, and such consent will not be unreasonably withheld.

**3. TITLE**

Title to the Software remains with ASG, and the Software is considered a trade secret and considered the proprietary property of ASG. The State and its employees will keep the Software License strictly confidential, subject to Section 8: *Use of State's Information, Confidentiality* of the Contract, and the State will not disclose or otherwise distribute the Software License to anyone other than the State's authorized employees. The State will not remove or destroy any proprietary markings of ASG. The State will not permit anyone except its authorized employees to have access to the Software License. Except for archive purposes, the State will not make or permit others to make copies of or reproduce any part of the Software License in any form without the prior written consent of ASG. In no event will the State decompile, disassemble or otherwise reverse engineer any Software License.

The State agrees that, in the event that the State infringes ASG's intellectual property rights, ASG may pursue all available remedies against the State, subject to limitations of liability provisions set forth in section 9.12: *Liability* of this Contract.

**4. MAINTENANCE AND TECHNICAL SUPPORT SERVICES**

For purposes of the ASG ordering document, maintenance and technical support services consists of software updates, fixes, and patches, and technical support services provided under ASG's technical support policies. Technical support is effective upon shipment, or if shipment is not required, upon the effective date of the ordering document.

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
2008-020  
EXHIBIT G  
WARRANTY

**1. WARRANTIES**

For a period of ninety (90) days, ASG warrants that a software program licensed to the State will operate in all material respects as described in the applicable program documentation.

ASG does not guarantee that the programs will perform error-free or uninterrupted or that ASG will correct all program errors. To the extent permitted by law, these warranties are exclusive and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

For any breach of the above warranties, the State's exclusive remedy, and ASG's entire liability, shall be, at ASG's sole option: (a) the correction of program errors that cause breach of the warranty, or if ASG cannot substantially correct such breach in a commercially reasonable manner, the State may end its Software License and recover the fees paid to ASG for the Software License.

**2. VIRUSES**

As a part of its internal development process, ASG will use reasonable efforts to test programs for viruses. ASG will also maintain a master copy of the appropriate versions of the programs, free of viruses. If the State believes a virus may be present in the delivered programs, then upon its request, ASG will provide a master copy for comparison with and correction of the State's copy of the programs.

**3. AUDIT**

Subject to applicable State and Federal laws and regulations, annually, and upon reasonable written notice, ASG may audit the State's use of the programs at its own expense. The State agrees to cooperate with ASG's audit and provide reasonable assistance and access to information. ASG's audit rights are subject to applicable laws of the State of New Hampshire.

**4. NON-INFRINGEMENT**

ASG warrants that it has good title to, or the right to allow the State to use, all information, instruction, or Software, including updates provided hereunder ("Material"), and that such Material does not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate any trade secret of any third party. The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Material infringes its intellectual property rights, ASG will defend and indemnify the State against the claim if the State does the following:

- (i) Promptly provides written notification to ASG, not later than 30 days after the State receives actual written notice of such claim or information;
- (ii) Gives ASG control of the defense and any settlement negotiations; and

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
2008-020  
EXHIBIT G  
WARRANTY

(iii) Gives ASG the information, authority, and assistance the Provider needs to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any litigation to the extent the State seeks to assert any defenses applicable to the State.

■  
If ASG believes or it is determined that any of the Material may have violated someone else's intellectual property rights, ASG may choose to either modify the Material to be non-infringing (while substantively preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, ASG may end the license for, and require return of the applicable Material and refund any fees the State has paid ASG under the Contract. ASG will not indemnify the State if the State alters the Material without ASG's consent or uses it outside the scope of use identified in ASG's user Documentation or if the State uses a version of the Material which has been superceded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional expense to the State. ASG will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data, or material not furnished by ASG. ASG will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by ASG. This section provides the parties' exclusive remedy for any infringement claims or damages for that Material that is furnished under this Exhibit F: *Software License and Related Terms*.

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
2008-020  
EXHIBIT H  
VENDOR PROPOSAL

ASG PROPOSAL AS OF JULY 19, 2007

The State of New Hampshire &  
Allen Systems Group, Inc.

ASG Product Proposal Summary for:

- Establishing a Sole Source contract for ASG licenses
- Level expense for each annual cycle for four years
  - Term extension through August 30, 2011
    - Upgrade discounting

Prepared for:  
Mr. Richard Bailey and  
Mr. Frank Catanese  
State of New Hampshire  
Office of Information Technology  
27 Hazen Drive  
Concord, NH 03301

Presented By:  
Dennis Ward, State of New Hampshire Account Executive  
Ted Dinkel, Regional Vice President of Sales  
Allen Systems Group, Inc.

Revised: July 19, 2007

ASG Product Proposal for the State of New Hampshire to:

- Establish a Sole Source contract for ASG licenses. Currently software licenses are purchased through a third party supplier who purchases the product from ASG. Establishing a direct relationship with ASG again will allow the savings of the existing markup, estimated to be 4% or at least \$16,000 over the term of the initial agreement. Additional benefits of working directly with ASG includes the ability to spread the upgrade fees for the new z9 mainframe over four (4) years without charging interest, conversion of all licenses to perpetual licenses at the end of the four (4) initial term and a cap on price increases at the end of the term (10%).
  - o Products covered are:
    - TMON-ZOS, TMON, DB2, TMON-CICS and ZEKE-ZOS, Navi-Plex for ZOS up to 253 MIPS.
    - Navi-Plex Clients for Windows.
- Level expense for each annual cycle for four years. ASG will spread the upgrade fees over four (4) years and charge maintenance at the same rate for each year of the agreement resulting in predictable and even expense over two biennial cycles.

STATE OF NEW HAMPSHIRE  
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2008-020

EXHIBIT H

VENDOR PROPOSAL

- Term extension through August 30, 2011. The initial term is four (4) years with the option to extend for two – 1 year renewals at the same terms.
- Upgrade discounting. In the event an upgrade is required to the processing capacity of the z9 mainframe, discounted upgrade fees will be 50% of the difference between the license fee for 253 MIPS and the license fee for the new MIPS. The new maintenance fees will be 15% of the undiscounted upgrade fee, payable prorated from the upgrade to the end of the contract anniversary date.

Proposed Payment Stream

	August 31, 2007	July 1, 2008	July 1, 2009	July 1, 2010	July 1, 2011	Total
Total Proposed Cost	83,333.33	100,000	100,000	100,000	16,666.67	400,000.00

Respectfully Submitted

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES  
2008-020  
EXHIBIT H  
VENDOR PROPOSAL

PRICE REVISION -EMAIL FROM ASG -AUGUST 3, 2007

From: Craig Tsukamoto  
Sent: Friday, August 03, 2007 1:44 PM  
To: Alex Derby  
Cc: Dennis Ward; Linda Stephenson  
Subject: FW: State NH 10:50 Update

1.2 PROPOSED PAY STREAM

Payment Due Dates

August 31, 2007

August 31, 2008

August 31, 2009

August 31, 2010

Totals

Total Proposed Cost

32,304

100,000

100,000

100,000

\$332,304

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
ASG SOFTWARE LICENSES

2008-020

EXHIBIT I  
CERTIFICATE OF VOTE

CERTIFICATE

(Corporation With Seal)

I, DEREK S. ECKELMAN, Clerk/Secretary of the \_\_\_\_\_, do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of the ALLEN SYSTEMS GROUP, INC., a DELAWARE corporation (State of incorporation) (the "Corporation");
- (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 8<sup>th</sup> day of AUGUST, 2007, which meeting was duly held in accordance with DELAWARE (State of Incorporation) law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the ~~Division of OFFICE OF IT~~ of the ~~Department of~~ \_\_\_\_\_, providing for the performance by the Corporation of certain TECHNOLOGY 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 foregoing 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

ARTHUR L. ALLEN President

N/A Vice President

ARTHUR L. ALLEN Treasurer

Linda J. Stephenson

Senior Director of Contracting

Derek S. Eckelman

Chief Operating Officer

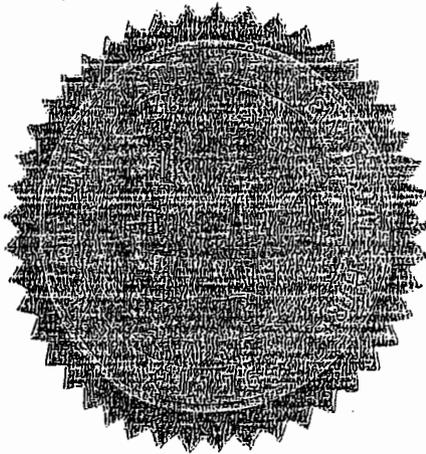


State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Allen Systems Group, Inc. d/b/a in N.H. as Allen Systems Group of Delaware, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on July 20, 2007. I further certify that all fees 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 26<sup>th</sup> day of July, A.D. 2007



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

William M. Gardner  
Secretary of State

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 08/06/07

**PRODUCER**  
 Arthur J. Gallagher RMS, Inc.  
 125 South Wacker Dr, Suite 500  
 Chicago, IL 60606

**INSURED**  
 Allen Systems Group, Inc.  
 1333 Third Avenue South  
 Naples, FL 34102

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

**INSURERS AFFORDING COVERAGE**

**NAIC #**

INSURER A: Federal Insurance Company	20281
INSURER B: Vigilant Insurance Company	20397
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	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35753066	08/01/07	08/01/08	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 checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	35753066 Owned Vehicles \$500 comp/coll  Hired Phys Dam \$100 Comp \$500 Collision	08/01/07	08/01/08	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 \$	79219629	08/01/07	08/01/08	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	71700217	08/01/07	08/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Evidence of Insurance.

**CERTIFICATE HOLDER**

**CANCELLATION**

State of New Hampshire  
 Office of Information Technology  
 27 Hazen Drive  
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 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




## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor  
27 Hazen Dr., Concord, NH 03301  
603-223-5703 TDD Access: 1800-735-2964  
Fax: 603-271-1516

Richard C. Bailey, Jr.  
*Chief Information Officer*

August 9, 2007

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

Dear Director Catanese,

This letter represents formal notification that the Office of Information Technology (OIT) has approved the Operations Division's request to enter into a \$332,304 contract with Allen Systems Group, Incorporated as described below and referenced as OIT No. 2008-020.

Enter into a \$332,304 contract for licenses, maintenance and technical support services for the ASG products TMON for CICS for z/OS, TMON for DB2, TMON for z/OS, Zeke for z/OS and the NaviPlex Host and Clients which are products of Allen Systems Group, Incorporated. These applications are used on the mainframe for NECSES and New HEIGHTS processing. The contract term is August 31, 2007 through August 30, 2011 upon Governor and Executive Council approval.

Please include this in the Office of Information Technology's submission to Governor and Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Bailey, Jr.", written over a faint circular stamp.

Richard C. Bailey, Jr.

RB/efg  
OIT 2008-020  
RID# 4982

cc: Robert Coffey, Operations Division  
Robert Romeril, Operations Division  
Eileen Grimmer, CPM, IT Manager, OIT Logistics- Contracts