

55 AB



**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

**Denis Goulet**  
 Commissioner

December 17, 2018

His Excellency, Governor Christopher Sununu  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Information Technology to enter into a **retroactive, sole source** contract amendment with TriTech Software Systems (Vendor Number 230734), of San Diego, CA, in the amount not to exceed \$72,407.50, increasing the current contract price from \$137,246.25 to \$209,653.75, for the purpose of continued software support and maintenance of TriTech Public Safety Software required by the New Hampshire Liquor Commission ("NHLC"), Bureau of Liquor Enforcement, and to extend the completion date from December 31, 2018 to December 31, 2023 effective upon Governor and Executive Council approval through December 31, 2023. The Governor and Executive Council originally approved this contract on June 22, 2005 (Item #6A). Subsequent amendments were approved on January 16, 2008 (Item #9), December 9, 2009 (Item #10), December 17, 2012 (Item #11), and December 16, 2015 (Item #39A).

Funds are available in the following account for Fiscal Year 2019, and anticipated for Fiscal Years 2020, 2021, 2022, and 2023 upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between State fiscal years, if needed and justified. **The New Hampshire Liquor Commission has confirmed that the source of their Class 27 funds, 100% Other Funds, is comprised of 100% Liquor Funds.**

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	TOTALS
	CLASS CODE-ACCOUNT CODE -CLASS TITLE		
FY19	01-03-03-030010-76770000 DoIT- IT for Liquor 038-509038-Technology - Software	03770012	\$13,202.50
FY20	01-03-03-030010-76770000 DoIT- IT for Liquor 038-509038-Technology - Software	03770012	\$13,812.50
FY21	01-03-03-030010-76770000 DoIT- IT for Liquor 038-509038-Technology - Software	03770012	\$14,452.50
FY22	01-03-03-030010-76770000 DoIT- IT for Liquor 038-509038-Technology - Software	03770012	\$15,122.50
FY23	01-03-03-030010-76770000 DoIT- IT for Liquor 038-509038-Technology - Software	03770012	\$15,817.50
	<b>Total</b>		<b>\$72,407.50</b>

**EXPLANATION**

This amendment is a **SOLE SOURCE** award because TriTech is the sole owner of the software intellectual property and is the only vendor who can provide the required licensed modules, support and maintenance services.

This amendment is **RETROACTIVE** because of the time required to execute the contract amendment with Tritech. TriTech recently merged with Central Square Technologies, and as a result of restructuring, the requirements of the Certificate of Vote needed to be resolved by Central Square Technologies resulting in a slight delay.

The TriTech Public Safety application manages all the activities of the New Hampshire Liquor Commission Bureau of Enforcement, including dispatch/activity management, records management with full case management, and program administration. The ongoing licensing, support and maintenance of this software is necessary to optimize the efficiency of the Bureau and to ensure that their vital work can continue on a daily basis.

Respectfully submitted,



Denis Goulet  
Commissioner

DG/kaf  
RID # 38904  
DoIT # 2005-033E  
Cc: Jessica Co, DOIT IT Lead for Liquor



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

Denis Goulet  
Commissioner

December 17, 2018

Joseph W. Mollica  
Chairman  
New Hampshire State Liquor Commission  
50 Storrs Street, P.O. Box 503  
Concord, NH 03302-0503

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **retroactive, sole source** contract amendment with TriTech Software Systems, as described below and referenced as DoIT No. 2005-033E.

The purpose of this contract amendment is for TriTech Software Systems to provide software support services and maintenance for the TriTech Public Safety Software Application. The amendment includes funding for \$72,407.50, increasing the total funding amount from \$137,246.25 to \$209,653.75, and is effective upon the date of Governor and Executive Council approval through December 31, 2023.

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

Sincerely,

Denis Goulet

DG/kaf  
RID 38904  
DoIT# 2005-033E  
cc: Jessica Co, DoIT  
Autumn Shaw, DoIT

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Software Support Services for TriTech Public Safety Software Applications**  
**Contract #2005-033**  
**Amendment E**

WHEREAS, pursuant to an Agreement approved by Governor and Council, on June 22, 2005, Item #6A and amended on January 16, 2008, Item #9, and on December 9, 2009, Item #10, and on October 17, 2012, Item #11, and again on December 16, 2015, Item #39A, (herein after referred to as the "Agreement"), TriTech Software Systems (hereinafter referred to as "Vendor" or "TriTech") 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"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: 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 TriTech and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department and the Vendor wish to extend the completion date from December 31, 2018 to December 31, 2023;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$72,407.50 to bring the total Contract to price to \$209,653.75;

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 extending the Completion Date from December 31, 2018 to December 31, 2023.
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$72,407.50 from \$137,246.25 to \$209,653.75.
3. The Agreement is further amended as described in Table 1:

**Table 1**

Contract # 2005-033 Exhibit A Section Number.	AMENDED TEXT
<b>Section 1</b>	Delete Section 1. INTRODUCTION and replace with the following: <b>1. INTRODUCTION</b> The State of New Hampshire desires to contract with TriTech Software Systems ("TriTech") to provide the New Hampshire Liquor Commission, Bureau of Liquor Enforcement with software support Services and maintenance for TriTech Public Safety software applications.  Services as outlined below are for the period from January 1, 2005 to December 31, 2023, in consideration total support and maintenance fee of \$209,653.75.
<b>Section 4.1</b>	Delete Section 4.1 Period of Performance and replace with the following: <b>4.1 PERIOD OF PERFORMANCE</b>

Initial all pages

Vendor Initials RS

12/13/19

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Software Support Services for TriTech Public Safety Software Applications**  
**Contract #2005-033**  
**Amendment E**

	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. It shall remain in effect through December 31, 2023, unless otherwise terminated in accordance with this Contract.																								
<b>Section 6.3</b>	<p>Append Section 6.3 Deliverables Table with the following:</p> <p><b>6.3 DELIVERABLES</b></p> <table border="1"> <thead> <tr> <th>Part Number</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Year 15: 01/01/2019 – 12/31/2019</td> <td>Software Support Services and Maintenance, Optional Services to include: Training Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td>Year 16: 01/01/2020 – 12/31/2020</td> <td>Software Support Services and Maintenance, Optional Services to include: Training Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td>Year 17: 01/01/2021 – 12/31/2021</td> <td>Software Support Services and Maintenance, Optional Services to include: Training Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td>Year 18: 01/01/2022 – 12/31/2022</td> <td>Software Support Services and Maintenance, Optional Services to include: Training Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td>Year 19: 01/01/2023 – 12/31/2023</td> <td>Software Support Services and Maintenance, Optional Services to include: Training Installation and Special Programming Requests, new software modules</td> </tr> </tbody> </table>	Part Number	Description	Year 15: 01/01/2019 – 12/31/2019	Software Support Services and Maintenance, Optional Services to include: Training Installation and Special Programming Requests, new software modules	Year 16: 01/01/2020 – 12/31/2020	Software Support Services and Maintenance, Optional Services to include: Training Installation and Special Programming Requests, new software modules	Year 17: 01/01/2021 – 12/31/2021	Software Support Services and Maintenance, Optional Services to include: Training Installation and Special Programming Requests, new software modules	Year 18: 01/01/2022 – 12/31/2022	Software Support Services and Maintenance, Optional Services to include: Training Installation and Special Programming Requests, new software modules	Year 19: 01/01/2023 – 12/31/2023	Software Support Services and Maintenance, Optional Services to include: Training Installation and Special Programming Requests, new software modules												
Part Number	Description																								
Year 15: 01/01/2019 – 12/31/2019	Software Support Services and Maintenance, Optional Services to include: Training Installation and Special Programming Requests, new software modules																								
Year 16: 01/01/2020 – 12/31/2020	Software Support Services and Maintenance, Optional Services to include: Training Installation and Special Programming Requests, new software modules																								
Year 17: 01/01/2021 – 12/31/2021	Software Support Services and Maintenance, Optional Services to include: Training Installation and Special Programming Requests, new software modules																								
Year 18: 01/01/2022 – 12/31/2022	Software Support Services and Maintenance, Optional Services to include: Training Installation and Special Programming Requests, new software modules																								
Year 19: 01/01/2023 – 12/31/2023	Software Support Services and Maintenance, Optional Services to include: Training Installation and Special Programming Requests, new software modules																								
<b>Contract # 2005-033 Exhibit B1 Section Number:</b>	<b>AMENDED TEXT</b>																								
<b>Section 2</b>	<p><b>Section 2. Firm Fixed Price Payment Schedule</b></p> <p>Append Table 1: <b>IT Services Deliverables and Payment Schedule</b> with the following:</p> <table border="1"> <thead> <tr> <th>Description of Agreement</th> <th>Part Number</th> <th>Term From/To</th> <th>Payment Amount</th> </tr> </thead> <tbody> <tr> <td>Software Support Services and Maintenance</td> <td>N/A</td> <td>01/01/2019 – 12/31/2019</td> <td>\$13,202.50</td> </tr> <tr> <td>Software Support Services and Maintenance</td> <td>N/A</td> <td>01/01/2020 – 12/31/2020</td> <td>\$13,812.50</td> </tr> <tr> <td>Software Support Services and Maintenance</td> <td>N/A</td> <td>01/01/2021 – 12/31/2021</td> <td>\$14,452.50</td> </tr> <tr> <td>Software Support Services and Maintenance</td> <td>N/A</td> <td>01/01/2022 – 12/31/2022</td> <td>\$15,122.50</td> </tr> <tr> <td>Software Support Services and Maintenance</td> <td>N/A</td> <td>01/01/2023 – 12/31/2023</td> <td>\$15,817.50</td> </tr> </tbody> </table>	Description of Agreement	Part Number	Term From/To	Payment Amount	Software Support Services and Maintenance	N/A	01/01/2019 – 12/31/2019	\$13,202.50	Software Support Services and Maintenance	N/A	01/01/2020 – 12/31/2020	\$13,812.50	Software Support Services and Maintenance	N/A	01/01/2021 – 12/31/2021	\$14,452.50	Software Support Services and Maintenance	N/A	01/01/2022 – 12/31/2022	\$15,122.50	Software Support Services and Maintenance	N/A	01/01/2023 – 12/31/2023	\$15,817.50
Description of Agreement	Part Number	Term From/To	Payment Amount																						
Software Support Services and Maintenance	N/A	01/01/2019 – 12/31/2019	\$13,202.50																						
Software Support Services and Maintenance	N/A	01/01/2020 – 12/31/2020	\$13,812.50																						
Software Support Services and Maintenance	N/A	01/01/2021 – 12/31/2021	\$14,452.50																						
Software Support Services and Maintenance	N/A	01/01/2022 – 12/31/2022	\$15,122.50																						
Software Support Services and Maintenance	N/A	01/01/2023 – 12/31/2023	\$15,817.50																						

**Table 2 CONTRACT HISTORY 2005-033 - Software Support Services for TriTech Public Safety Software Applications**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2005-033	Original Contract	6/22/2005 Item #6A	12/31/2007	\$24,825.00
2005-033 Amendment A	1st Amendment	1/16/2008 Item #9	12/31/2009	\$16,400.00

Initial all pages  
Vendor Initials: BS  
Date: 12/13/18

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Software Support Services for TriTech Public Safety Software Applications**  
**Contract #2005-033**  
**Amendment E**

2005-033 Amendment B	2nd Amendment	12/9/2009 Item #10	12/31/2012	\$30,060.00
2005-033 Amendment C	3rd Amendment	10/17/2012 Item #11	12/31/2015	\$31,350.00
2005-033 Amendment D	4th Amendment	12/16/2015 Item #39A	12/31/2018	\$34,611.25
2005-033 Amendment E	5th Amendment	Upon G&C Approval	12/31/2023	\$72,407.50
<b>CONTRACT TOTAL</b>				<b>\$209,653.75</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.

BS  
 Signature \_\_\_\_\_ Date: 12/13/19  
 Print Name & Title: Brad Summitt CFO

Corporate Signature Notarized:

STATE OF Florida  
 COUNTY OF Seminole

On this the 13 day of December, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Karen Kars  
 Notary Public/Justice of the Peace

My Commission Expires:  
 (SEAL) May 1, 2021



State of New Hampshire

Denis Goulet  
 Denis Goulet, Commissioner  
 State of New Hampshire  
 Department of Information Technology

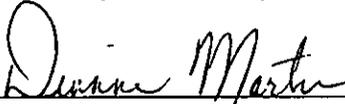
Date: 12/17/2018

Initial all pages  
 Vendor Initials: BS  
 Date: 12/12/18

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Software Support Services for TriTech Public Safety Software Applications**  
**Contract #2005-033**  
**Amendment E**

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

**Approved by the Attorney General**

  
State of New Hampshire, Department of Justice

Date: 12/21/10

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

**Office of the Secretary of State**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# State of New Hampshire

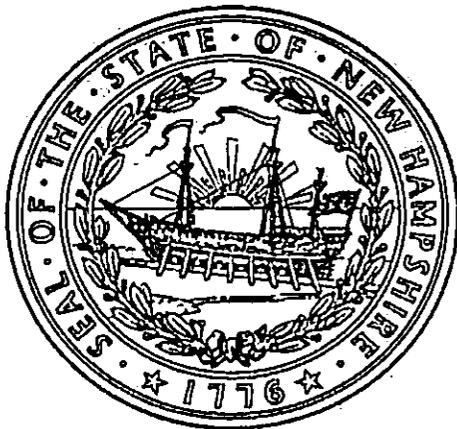
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRITECH SOFTWARE SYSTEMS is a California Profit Corporation registered to do business in New Hampshire as TRITECH SOFTWARE SYSTEMS, INC. on December 31, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 684200

Certificate Number: 0004190860



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of September A.D. 2018.

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

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE  
(Corporation With Seal)

I, **Brad Surminsky**, do hereby represent and certify that:

- (1) I am **Chief Financial Officer** of **TriTech Software Systems, Inc.**, a **California** corporation (the "Corporation").
- (2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation on August 31, 2018. In lieu of holding a special meeting of the board of directors of the Corporation, the resolutions were adopted by unanimous written consent pursuant to the bylaws of the Corporation and Section 307 of the General Corporation Law of the State of California.
- (5) The signature of **Brad Surminsky** of this Corporation affixed to any contract instrument or document shall bind the Corporation to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation and have affixed its corporate seal this **December 13, 2018**.

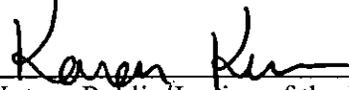
  
\_\_\_\_\_  
Signature  
Name: Brad Surminsky  
Title: Chief Financial Officer

(SEAL)

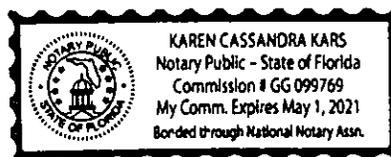
STATE OF Florida  
COUNTY OF Seminole

On this the 13 Day of December, 2018, before me, **Karen Kars, Notary Public**, personally appeared **Brad Surminsky**, and acknowledged her/himself to be the President and CEO of TriTech Software Systems, Inc., a California corporation, and that she/he, as such being authorized to do so, executed the foregoing instrument.

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

  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires:

May 1, 2021





# CERTIFICATE OF LIABILITY INSURANCE

8/31/2019

DATE (MM/DD/YYYY)

12/28/2018

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 have ADDITIONAL INSURED provisions or 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).

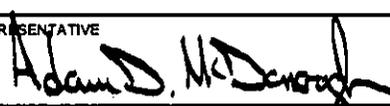
<b>PRODUCER</b> Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: Columbia Casualty Company</td> <td>31127</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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Co of Hartford	20478	INSURER B: The Continental Insurance Company	35289	INSURER C: Columbia Casualty Company	31127	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: National Fire Insurance Co of Hartford	20478														
INSURER B: The Continental Insurance Company	35289														
INSURER C: Columbia Casualty Company	31127														
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> 1452301 CentralSquare Technologies, LLC Superior, LLC TriTech Software Systems 1000 BUSINESS CENTER DR. Lake Mary FL 32746															

**COVERAGES** RAMH001 **CERTIFICATE NUMBER:** 15605192 **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" 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 OTHER:	Y	N	6072382367	8/31/2018	8/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 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"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6072382370	8/31/2018	8/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	6072382322	8/31/2018	8/31/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			6072382353 (CA) 6072382336 (AOS)	8/31/2018 8/31/2018	8/31/2019 8/31/2019	<input checked="" type="checkbox"/> PER STATUTE <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
C	Prof. Liab/ E&O/ Net Sec & Privacy Liab (Cyber)	N	N	652031687(E&O)	8/31/2018	8/31/2019	\$10M / Ret:\$100K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 Certificate Holder is an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

<b>CERTIFICATE HOLDER</b> 15605192 NH Department of Information Technology Attn: Denis Goulet 27 Hazen Dr Concord NH 03301	<b>CANCELLATION</b> See Attachment  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 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

CNA74872XX (1-15)  
Policy #: 6072382367  
Effective: 8/31/2018

Insured Name: National Fire Insurance Co of Hartford

## **CNA Technology General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

### **TABLE OF CONTENTS**

1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Estates, Legal Representatives and Spouses
7. Expected Or Intended Injury – Exception for Reasonable Force
8. In Rem Actions
9. Incidental Health Care Malpractice Coverage
10. Joint Ventures/Partnership/Limited Liability Companies
11. Legal Liability – Damage To Premises
12. Medical Payments
13. Non-owned Aircraft Coverage
14. Non-owned Watercraft
15. Personal And Advertising Injury – Discrimination or Humiliation
16. Personal And Advertising Injury - Limited Contractual Liability
17. Property Damage - Elevators
18. Supplementary Payments
19. Property Damage – Patterns, Molds and Dies
20. Unintentional Failure To Disclose Hazards
21. Waiver of Subrogation – Blanket

### **1. ADDITIONAL INSURED**

a. **WHO IS AN INSURED** is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this Coverage Part; and

(2) was executed prior to:

(a) the bodily injury or property damage; or

(b) the offense that caused the personal and advertising injury, for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organizations financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises; provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

**C. Grantor of Franchise**

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** as grantor of a franchise to the **Named Insured**.

**D. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

**E. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional

insured.

#### **G. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### **H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

#### **I. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade

show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

#### **J. Vendor**

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured**;

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs d. or f. above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph J. also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

#### **K. Other Person Or Organization / Your Work**

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury, property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

a. this **Coverage Part** provides such coverage;

b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage;  
and

c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

#### **2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

**A.** The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

**B.** With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

#### **3. BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death,

humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

#### 4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

##### A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

##### B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

#### 5. BROAD NAMED INSURED

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage**

**Part.**

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

**B.** having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

#### 6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

#### 7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

##### **Expected or Intended Injury**

**Bodily injury or property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

#### 8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

#### 9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

**A.** Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

**(1) bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

**(2) bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;  
when such **bodily injury** arises out of a **health care incident**.

• the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

**(1) bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

**(2) bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c)** and **(d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

**Insured** does not include any physician while acting in his or her capacity as such.

**D. The Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

**Other Insurance**

**b. Excess Insurance**

**(1)** To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

## **10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

• the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor

• the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the

**policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

#### 11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You

Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a different Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

## 12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: @@@@; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident;

and

This Paragraph B. does not apply to medical expenses incurred in the state of Missouri.

## 13. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

## 14. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled

**Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

#### 15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

• Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

##### **Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

##### **Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

##### **Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

#### **16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY**

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled

**Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

##### **Contractual Liability**

**Personal and advertising injury** for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

**Insured contract** means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the

interests  
of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph e.(2) of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

#### 17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

#### 18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

#### 19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs (3) and (4) of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage,

and this limit:

**A.** is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

**B.** applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

## **20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

## **21. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



# Quote

Quote	000008526
Page No.	1

## Zuercher's IMC Solution

4509 W. 58th Street  
Sioux Falls, SD 57108

**Contact:**

Becky Wall 605-809-8800  
becky.wall@zuerchertech.com

**Bill To:**

NH Liquor Bureau of Enforcement  
Kathy Henley  
PO Box 503  
  
Concord NH 03301

**Ship To:**

NH Liquor Bureau of Enforcement  
Kathy Henley  
PO Box 503  
Concord NH 03301

Agreement Number: IMC 000008526 Description: ANNUAL

Purchase Order Number	Customer ID	Contract Start	Contract End	Quote Expiration	Master Contract
	NH130A	1/1/2019	12/31/2023	0/0/0000	

Quantity	Item Number / Description	Item Start	Item End	Price
1.00	P-DM.IMC SOFTWARE SUPPORT IMC Software Support 2019 IMC Support	IMC MTC 1/1/2019	12/31/2023	\$13,202.50
1.00	P-DM.IMC SOFTWARE SUPPORT IMC Software Support 2020 IMC Support	IMC MTC 1/1/2019	12/31/2023	\$13,812.50
1.00	P-DM.IMC SOFTWARE SUPPORT IMC Software Support 2021 IMC Software Support	IMC MTC 1/1/2019	12/31/2023	\$14,452.50
1.00	P-DM.IMC SOFTWARE SUPPORT IMC Software Support 2022 IMC Software Support	IMC MTC 1/1/2019	12/31/2023	\$15,122.50
1.00	P-DM.IMC SOFTWARE SUPPORT IMC Software Support 2023 IMC Software Support	IMC MTC 1/1/2019	12/31/2023	\$15,817.50

Order ID: beckyw  
Page 1

Total

\$72,407.50

39A JB



**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

**Denis Goulet**  
 Commissioner

November 20, 2015

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

**REQUESTED ACTION**

1) Authorize the Department of Information Technology ("DoIT") to amend the **SOLE SOURCE** contract extension between TriTech Software Systems, San Diego, CA, (Vendor Number 230734), and the Department of Information Technology for software support and maintenance of TriTech Public Safety Software required by the New Hampshire Liquor Commission (NHSLC), Bureau of Liquor Enforcement in the amount of by \$34,611.25 increasing the total contract value from \$102,635.00 to \$137,246.25.

2) Further authorize the Department of Information Technology to amend the contract to extend the expiration date from December 31, 2015 to December 31, 2018.

Funds are available in the following accounts for Fiscal Years 2016, 2017, and 2018 as follows subject to legislative approval of the appropriation for fiscal year 2018, with authority to adjust encumbrance between State fiscal years, if needed and justified. **The New Hampshire Liquor Commission has confirmed that the source of their Class 27 funds, 100% Other Funds, is comprised of 100% Liquor Funds.**

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	TOTALS
	CLASS CODE-ACCOUNT CODE -CLASS TITLE		
FY16	01-03-03-030010-76770000 DoIT- IT for Liquor 038-509038-Technology - Software	03770012	\$11,003.75
FY17	01-03-03-030010-76770000 DoIT- IT for Liquor 038-509038-Technology - Software	03770012	\$11,528.75
FY18	01-03-03-030010-76770000 DoIT- IT for Liquor 038-509038-Technology - Software	03770012	\$12,078.75
	<b>Total</b>		<b>\$34,611.25</b>

**EXPLANATION**

This amendment is a **SOLE SOURCE** award because TriTech is the sole owner of the software intellectual property and is the only vendor who can provide the required support and maintenance services. Governor and Executive Council originally approved this contract on June 22, 2005 (Item 6A). The contract was amended on January 16, 2008 (Item #9), subsequently on December 9, 2009 (Item #10), and again December 17, 2012 (Item #11).

The TriTech Public Safety application manages all the activities of the New Hampshire Liquor Commission Bureau of Enforcement, including records management, imaging, and program administration. Ongoing support and maintenance of this software is necessary to optimize the efficiency of the Bureau and to ensure that their vital work can continue on a daily basis.

The New Hampshire Liquor Commission has confirmed that the source of their Class 27 funds, 100% Other Funds, is comprised of 100% Liquor Funds.

Respectfully submitted,



Denis Goulet  
Commissioner

GD/mh  
RID #17866  
Contract 2005-033D



**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](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

November 18, 2015

Joseph W. Mollica  
Chairman  
New Hampshire State Liquor Commission  
50 Storrs Street  
Concord, NH 03301-0503

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with TriTech Software Systems, as described below and referenced as DoIT No. 2005-033.

The purpose of this contract amendment is to enable the New Hampshire State Liquor Commission, Bureau of Liquor Enforcement, to provide software support services and maintenance for the TriTech Public Safety Software Application. The amendment includes funding for \$34,611.25, increasing the total funding amount from \$102,635.00 to \$137,246.25, and is effective upon the date of Governor and Executive Council approval through December 31, 2018.

A copy of this letter should accompany the New Hampshire State Liquor Commission's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/mh  
Contract 2005-033D  
cc: Leslie Mason, DoIT  
Craig Bulkley, NHSLC

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Software Support Services for TriTech Publics Safety Software Applications**  
**Contract #2005-033**  
**CONTRACT AMENDMENT D**

WHEREAS, pursuant to an Agreement approved by Governor and Council, on June 22, 2005, Item #6A, and amended on January 16, 2008, Item #9, and on December 9, 2009, Item #10, and again on October 17, 2012, Item #11, herein after referred to as the "Agreement," TriTech Software Systems ("TriTech"), hereinafter referred to as "TriTech," agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology, hereinafter referred to as the "Department," of certain sums as specified therein;

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

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

WHEREAS, Department wishes to extend the existing Contract for the provision of software maintenance and support services on the TriTech Public Safety software applications utilized by the New Hampshire Liquor Commission, the Department and TriTech seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the Contract price by \$34,611.25 to bring the total Contract price to \$ 137,246.25.

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

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

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of December 31, 2018.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$102,635.00 to \$ 137,246.25.

Exhibit A of the Agreement is hereby amended as specified in Table 1 below:

**Table 1 - Exhibit A: Statement of Work**

Contract # 2005-033 Exhibit A Section Number	AMENDED TEXT
Section 1.	<p>Delete Section 1. INTRODUCTION and replace with the following:</p> <p><b>1. INTRODUCTION</b>  The State of New Hampshire desires to contract with TriTech Software Systems ("TriTech") to provide the New Hampshire Liquor Commission, Bureau of Liquor Enforcement with software support Services and maintenance for TriTech Public Safety software applications.</p> <p>Services as outlined below are for the period to January 1, 2016 to December 31, 2018, in consideration total support and maintenance fee of \$137,246.25.</p>
Section 4.1	<p>Delete Section 4.1 Period of Performance and replace with the following:</p> <p><b>4.1 Period of Performance</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. It shall remain in effect through December 31, 2018 unless otherwise terminated in accordance with this Contract.</p>

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Software Support Services for TriTech Publics Safety Software Applications**  
**Contract #2005-033**  
**CONTRACT AMENDMENT D**

<b>Section 6.3</b>	Delete Section 6.3 Deliverables and replace with the following: <b>6.3 Dellverables</b>	
	<b>Part number</b>	<b>Description</b>
	Year 1: 01/01/2005 – 12/31/2005	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 2: 01/01/2006 – 12/31/2006	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 3: 01/01/2007 – 12/31/2007	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 4: 01/01/2008 – 12/31/2008	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 5: 01/01/2009 – 12/31/2009	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 6: 01/01/2010 – 12/31/2010	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 7: 01/01/2011 – 12/31/2011	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 8: 01/01/2012 – 12/31/2012	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 9: 01/01/2013 – 12/31/2013	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 10: 01/01/2014 – 12/31/2014	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 11: 01/01/2015 – 12/31/2015	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 12: 01/01/2016 – 12/31/2016	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	Year 13: 01/01/2017 – 12/31/2017	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
Year 14: 01/01/2018 – 12/31/2018	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	

STATE OF NEW HAMPSHIRE  
 Department of Information Technology  
 Software Support Services for TriTech Publics Safety Software Applications  
 Contract #2005-033  
**CONTRACT AMENDMENT D**

Exhibit B of the Agreement is hereby amended as specified in Table 2 below:

**Table 2 - Exhibit B: IT Services Deliverables and Payment Schedule**

<b>Contract # 2005-033</b>	<b>AMENDED TEXT</b>		
<b>Exhibit B</b>			
<b>Section Number</b>			
<b>Section 2.</b>	<b>Section 2. FIRM FIXED PRICE PAYMENT SCHEDULE</b>		
	Delete Table 1: IT Services Deliverables and Payment Schedule and replace with:		
	<b>Description of Agreement</b>	<b>Part Number</b>	<b>Term From / To</b>
	Software Support Services and Maintenance	N/A	01/01/2005 – 12/31/2005
	Software Support Services and Maintenance	N/A	01/01/2006 – 12/31/2006
	Software Support Services and Maintenance	N/A	01/01/2007 – 12/31/2007
	Software Support Services and Maintenance	N/A	01/01/2008 – 12/31/2008
	Software Support Services and Maintenance	N/A	01/01/2009 – 12/31/2009
	Software Support Services and Maintenance	N/A	01/01/2010 – 12/31/2010
	Software Support Services and Maintenance	N/A	01/01/2011 – 12/31/2011
	Software Support Services and Maintenance – 24x7 support	N/A	01/01/2012 – 12/31/2012
	Software Support Services and Maintenance – 24x7 support	N/A	01/01/2013 – 12/31/2013
	Software Support Services and Maintenance – 24x7 support	N/A	01/01/2014 – 12/31/2014
	Software Support Services and Maintenance – 24x7 support	N/A	01/01/2015 – 12/31/2015
	Software Support Services and Maintenance – 24x7 support	N/A	01/01/2016 – 12/31/2016
	Software Support Services and Maintenance – 24x7 support	N/A	01/01/2017 – 12/31/2017
	Software Support Services and Maintenance – 24x7 support	N/A	01/01/2018 – 12/31/2018
	<b>Project Total:</b>		<b>137,246.25</b>

**Contract 2005-033 Software Support Services for TriTech Publics Safety Software Applications  
 Amendment Descriptions**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2005-033	Original Contract	6/22/2005 G&C Item #6A	\$24,825.00
Amendment #2005-033A	First Amendment (A)	1/16/2008 G&C Item #9	\$16,400.00

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Software Support Services for TriTech Publics Safety Software Applications**  
**Contract #2005-033**

**CONTRACT AMENDMENT D**

Amendment #2005-033B	Second Amendment (B)	12/9/2009 G&C Item #10	\$30,060.00
Amendment #2005-033C	Third Amendment (C)	10/17/12 G&C Item #11 Tabled	\$31,350.00
Amendment #2005-033D	Fourth Amendment (D)	Upon G&C Approval	\$34,611.25
<b>CONTRACT TOTAL</b>			<b>\$137,246.25</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.

  
 \_\_\_\_\_  
 Blake Clark, Chief Financial Officer  
 TriTech Software Systems

Date: 12/4/15

Corporate Signature Notarized:  
 STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 200\_, before me,  
 \_\_\_\_\_, the undersigned Officer \_\_\_\_\_,  
 personally appeared and acknowledged her/himself to be the \_\_\_\_\_,  
 of \_\_\_\_\_, a corporation, and that she/he, as such  
 \_\_\_\_\_ being authorized to do so, executed the foregoing instrument for  
 the purposes therein contained, by signing the name of the corporation by her/himself as

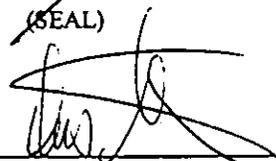
IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
 Notary Public/Justice of the Peace

SEE ATTACHED

My Commission Expires:

(SEAL)

  
 \_\_\_\_\_  
 Denis Goulet, Chief Information Officer  
 State of New Hampshire  
 Department of Information Technology

Date: 12/3/2015

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

STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Software Support Services for TriTech Publics Safety Software Applications  
Contract #2005-033  
CONTRACT AMENDMENT D

*James M. Gagnier*  
State of New Hampshire, Department of Justice,

Date: ~~11/25/2015~~  
12/8/2015 *(JMG)*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of SAN DIEGO )

On DECEMBER 4, 2015 before me, SEAN WILLIAM RABURN  
Date Here Insert Name and Title of the Officer

personally appeared BLAKE CLARK  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: NH LIQUOR COMMISSION AMEND. D. Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

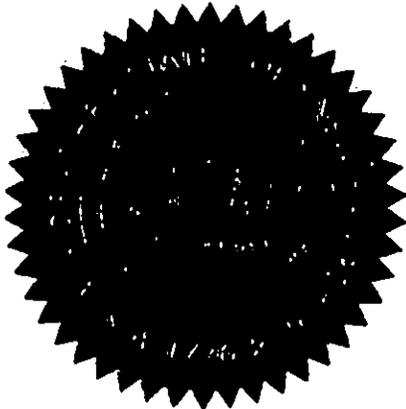
Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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 Trittech Software Systems doing business in New Hampshire as Trittech Software Systems, Inc., a(n) California corporation, is authorized to transact business in New Hampshire and qualified on December 31, 2012. 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 22<sup>nd</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE  
(Corporation With Seal)

I, **Tony Eales**, do hereby represent and certify that:

- (1) I am **President and Chief Executive Officer of TriTech Software Systems, Inc.**, a California corporation (the "Corporation").
- (2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on **December 7, 2015**, which meeting was duly held in accordance with California law and the by-laws of the Corporation.
- (5) The signature of **Blake Clark, Chief Financial Officer** of this Corporation affixed to any contract instrument or document shall bind the Corporation to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation and have affixed its corporate seal this **December 7, 2015**.

  
\_\_\_\_\_  
Tony Eales

(SEAL)

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On this the \_\_\_\_ Day of December, 2015, before me, SEE ATTACHED,  
personally appeared \_\_\_\_\_, and acknowledged her/himself to be the President and CEO of  
TriTech Software Systems, Inc., a California corporation, and that she/he, as such being authorized to  
do so, executed the foregoing instrument.

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

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

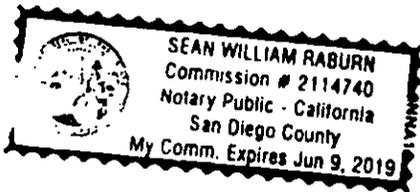
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of SAN DIEGO )  
On DECEMBER 7, 2015 before me, SEAN WILLIAM RABURN  
Date Here Insert Name and Title of the Officer  
personally appeared TONY EALES  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: NX UGUR COMMISSION CERT. OF VOTE Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/13/2015

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

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

PRODUCER Frank Crystal & Co., Inc. dba Crystal & Company 32 Old Slip New York NY 10005	CONTACT NAME: Jonathan Thomas	
	PHONE (A/C No. Ext): 415-946-7500 FAX (A/C No.): 415-946-7550 E-MAIL ADDRESS: certificates: donna.smith@crystalco.com	
INSURED TTHOLD Palermo TT Holdings, Inc. 9477 Waples, Suite 100 San Diego CA 92121	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Federal Insurance Company	20281
	INSURER B: Chubb Indemnity Insurance Company	12777
	INSURER C: Indian Harbor Insurance Company	36940
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 98249728 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.

INSUR LTR	TYPE OF INSURANCE	ADDL INSR (INS) WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" 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 checked="" type="checkbox"/> LOC OTHER:		36027336	5/1/2015	5/1/2016	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 - COMPROP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73588515	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		79896819	5/1/2015	5/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	71747856	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Tech Professional Liab Retroactive Date 1992 Claims Made		MTP9032200	5/1/2015	5/1/2016	5,000,000 5,000,000 100,000 Each Claim Aggregate Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Contract #2005-033. The State of New Hampshire is included as Additional Insured where required by written contract per the attached Endorsements.

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Department of Information Technology Attn: Chief Information Officer 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 <i>Crystal &amp; Company Insurance Services</i>

## **Liability Insurance**

### **Endorsement**

**Policy Period** 5/01/15 to 5/01/16

**Effective Date** 5/01/15

**Policy Number** 3802-73-38

**Insured** Palermo TT Holding, Inc.

**Name of Company** Federal Insurance Company

**Date Issued** 5/01/15

---

This Endorsement applies to the following forms:

---

Under Who Is An Insured, the following provision is added.

#### **Who Is An Insured**

##### **Additional Insured - Scheduled Person Or Organization**

Persons or organizations shown in the Schedule are insureds, but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).

**Who is An Insured**

Additional Insured -  
Scheduled Person  
Or Organization  
(continued)

with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

**Conditions**

Under Conditions, the following provision is added to the condition titled Other Insurance.

Other Insurance -  
Primary, Noncontributory  
Insurance - Scheduled  
Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

**Schedule**

All other terms and conditions remain unchanged.

Authorized Representative



**COMMERCIAL AUTOMOBILE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

**1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. - CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

**2. BROAD FORM INSURED**

**A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (a) That is an "insured" under any other automobile policy;
- (b) That has exhausted its Limit of Insurance under any other policy; or
- (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

**B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

**C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    - 1. You;
    - 2. Any of your "employees" or agents; or
    - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

**D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

**4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**c. Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
  2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
  3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- 6. RENTAL AGENCY EXPENSE**  
Paragraph A.4. - COVERAGE EXTENSIONS - of

**SECTION III - PHYSICAL DAMAGE COVERAGE**  
is amended to add the following:

**d. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1, 2, and 3, combined.

**7. EXTRA EXPENSE - BROADENED COVERAGE**

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**e. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.2. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

2. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

c. An integral part of such equipment.

**10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. - CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV - BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV - BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**16. HIRED AUTO - COVERAGE TERRITORY**

Paragraph B.7.b.(5).(a) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V - DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 124  
(4-84)

WC 00 03 13

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

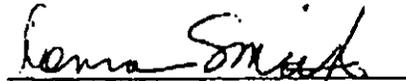
This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when the endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 5/01/15 at 12:01 A. M. standard time, forms a part of  
DATE

Policy No. 7474-78-56 of the Chubb Indemnity Company  
(NAME OF INSURANCE COMPANY)  
issued to Palermo TT Holdings, Inc.

Endorsement No. \_\_\_\_\_

  
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

## **Named Insured Schedule**

---

**Palermo TT Holdings, Inc.**

**TT Holdings I, Inc.**

**TT Holdings II, Inc.**

**TriTech Holdings, Inc., a Delaware Corporation**

**Information Management Corporation**

**TriTech Emergency Medical Systems Canada ULC**

**TriTech Emergency Medical Systems, Inc.**

**TriTech Delaware, LLC**

**Vision Enterprises, Inc.**

**Vision Acquisition, Inc.**

**VisionAir, Inc.**

**Voyager, Inc.**

**Palermo Finance Corporation**

**Tiburon, Inc.**

**Xanalis Corporation**

**Geo911, Inc.**

**Masys Corporation**

**TriTech Software Systems, a California Corporation**

**TriTech Software Corporation, a Delaware Corporation**

**Tiburon Limited**

**Xanalis Corporation**

**Geo Mobile, Inc.**

**Compudyne Corporation**

**Zuercher Technologies, LLC**



OCT 04 12 PM 12:53 DAS

**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

*98  
JW* //

S. William Rogers  
 Commissioner

September 10, 2012

His Excellency, Governor John Lynch  
 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 the sole source contract between Information Management Corporation d/b/a IMC Solutions ("IMC") of North Grafton, Massachusetts, Vendor Number 174576, and the Department of Information Technology for software support and maintenance of IMC Public Safety Software required by the New Hampshire Liquor Commission (NHSLC), Bureau of Liquor Enforcement in the amount of by \$31,350.00 increasing the total contract value from \$71,285.00 to \$102,635.00.
- 2) Further authorize the Department of Information Technology to amend the contract to extend the expiration date from January 1, 2013 to December 31, 2015.

The New Hampshire Liquor Commission has confirmed that the source of their Class 27 funds, 100% Other Funds, is comprised of 100% Liquor Funds. Funds are available in the following accounts, with authority to adjust between State fiscal years, if needed and justified.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	TOTALS
	CLASS CODE-ACCOUNT CODE -CLASS TITLE		
FY13	01-03-03-030010-76770000 DoIT- IT for Liquor 038-5009038-Technology - Software	03770014	\$10,450.00
FY14	01-03-03-030010-76770000 DoIT- IT for Liquor 038-5009038-Technology - Software	03770014	\$10,450.00
FY15	01-03-03-030010-76770000 DoIT- IT for Liquor 038-5009038-Technology - Software	03770014	\$10,450.00
	<u>Total</u>		<b>\$31,350.00</b>

His Excellency, Governor John Lynch  
and Honorable Executive Council  
September 10, 2012  
Page 2

#### EXPLANATION

This amendment is a sole-source award because IMC is the sole owner of the software intellectual property and is the only vendor who can provide the required support and maintenance services. Governor and Executive Council originally approved this contract on June 22, 2005 (Item 6A). The contract was amended on January 16, 2008 (Item #9) and again on December 9, 2009 (Item #10).

The IMC Public Safety application manages all the activities of the New Hampshire Liquor Commission Bureau of Enforcement, including records management, imaging, and program administration. Ongoing support and maintenance of this software is necessary to optimize the efficiency of the Bureau and to ensure that their vital work can continue on a daily basis.

The New Hampshire Liquor Commission has confirmed that the source of their Class 27 funds, 100% Other Funds, is comprised of 100% Liquor Funds.

Respectfully submitted,



S. William Rogers  
Commissioner  
Department of Information Technology

SWR/ltn  
RID #12851  
2005-033C



**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](http://www.nh.gov/doit)

**S. William Rogers**  
*Commissioner*

October 3, 2012

Joseph W. Mollica, Chairman  
State of New Hampshire Liquor Commission  
Storrs Street, PO Box 503  
Concord, NH 03302-0503

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the request to amend a contract with Information Management Corporation d/b/a IMC Solutions, Vendor Number 174576, as described below and referenced as DoIT No. 2005-033C.

This is a request to amend a contract for software support services and maintenance for the IMC Public Safety software applications. This amendment will extend the expiration date of the contract to December 31, 2015 and increase the funding by \$31,350.00 for a total contract value of \$102,635.00. The amendment will become effective upon Governor and Council approval. This project is set forth in the State of New Hampshire Liquor Commission's Information Technology Project Name: Software Support Services for Public Safety Software, dated October 21, 2005.

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

Sincerely,

S. William Rogers

SWR/lrm  
DoIT 2005-033C  
RID# 12851

cc: Craig Bulkley, NHSLC  
Ronald Jones, DoIT  
Leslie Mason, DoIT

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Software Support Services for IMC Public Safety Software Applications**  
**Contract #2005-033**  
**CONTRACT AMENDMENT C**

WHEREAS, pursuant to an Agreement approved by Governor and Council, on June 22, 2005, Item #6A, and amended on January 16, 2008, Item #9, and again on December 9, 2009, Item #10, herein after referred to as the "Agreement," Information Management Corporation ("IMC"), hereinafter referred to as "IMC," agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology, hereinafter referred to as the "Department," of certain sums as specified therein;

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

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

WHEREAS, Department wishes to extend the existing Contract for the provision of software maintenance and support services on the IMC Public Safety software applications utilized by the New Hampshire Liquor Commission, the Department and IMC seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the Contract price by \$31,350.00 to bring the total Contract price to \$ 102,635.

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

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

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of December 31, 2015.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$71,285.00 - to \$ 102,635.00

Exhibit A of the Agreement is hereby amended as specified in Table 1 below:

**Table 1 - Exhibit A: Statement of Work**

Contract # 2005-033 Exhibit A Section Number	AMENDED TEXT
<b>Section 1.</b>	<p><b>Delete Section 1. INTRODUCTION and replace with the following:</b></p> <p><b>1. INTRODUCTION</b>            The State of New Hampshire desires to contract with Information Management Corporation d/b/a IMC Solutions ("IMC") to provide the New Hampshire Liquor Commission, Bureau of Liquor Enforcement with software support Services and maintenance for IMC Public Safety software applications.</p> <p>Services as outlined below are for the period to January 1, 2005 to December 31, 2015, in consideration total support and maintenance fee of \$102,635.00.</p>
<b>Section 4.1</b>	<p><b>Delete Section 4.1 Period of Performance and replace with the following:</b></p> <p><b>4.1 Period of Performance</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. It shall remain in effect through December 31, 2015 unless otherwise terminated in accordance with this Contract.</p>

STATE OF NEW HAMPSHIRE  
 Department of Information Technology  
 Software Support Services for IMC Publics Safety Software Applications  
 Contract #2005-033  
**CONTRACT AMENDMENT C**

<b>Section 6.3</b>	Delete Section 6.3 Deliverables and replace with the following: <b>6.3 Deliverables</b>	
	<b>Part number</b>	<b>Description</b>
	<b>Year 1:</b> 01/01/2005 – 12/31/2005	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	<b>Year 2:</b> 01/01/2006 – 12/31/2006	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	<b>Year 3:</b> 01/01/2007 – 12/31/2007	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	<b>Year 4:</b> 01/01/2008 – 12/31/2008	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	<b>Year 5:</b> 01/01/2009 – 12/31/2009	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	<b>Year 6:</b> 01/01/2010 – 12/31/2010	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	<b>Year 7:</b> 01/01/2011 – 12/31/2011	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	<b>Year 8:</b> 01/01/2012 – 12/31/2012	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	<b>Year 9:</b> 01/01/2013 – 12/31/2013	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
	<b>Year 10:</b> 01/01/2014 – 12/31/2014	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
<b>Year 11:</b> 01/01/2015 – 12/31/2015	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	

STATE OF NEW HAMPSHIRE  
 Department of Information Technology  
 Software Support Services for IMC Publics Safety Software Applications  
 Contract #2005-033  
**CONTRACT AMENDMENT C**

Exhibit B of the Agreement is hereby amended as specified in Table 2 below:

**Table 2 - Exhibit B: IT Services Deliverables and Payment Schedule**

Section	Description	Item Number	Start/End Dates	Amount
Section 2.	<b>Section 2. FIRM FIXED PRICE PAYMENT SCHEDULE</b> Delete Table 1: IT Services Deliverables and Payment Schedule and replace with:			
	Software Support Services and Maintenance	N/A	01/01/2005 – 12/31/2005	\$8,275.00
	Software Support Services and Maintenance	N/A	01/01/2006 – 12/31/2006	\$8,275.00
	Software Support Services and Maintenance	N/A	01/01/2007 – 12/31/2007	\$8,275.00
	Software Support Services and Maintenance	N/A	01/01/2008 – 12/31/2008	\$8,200.00
	Software Support Services and Maintenance	N/A	01/01/2009 – 12/31/2009	\$8,200.00
	Software Support Services and Maintenance	N/A	01/01/2010 – 12/31/2010	\$9,630.00
	Software Support Services and Maintenance	N/A	01/01/2011 – 12/31/2011	\$10,015.00
	Software Support Services and Maintenance – 24x7 support	N/A	01/01/2012 – 12/31/2012	\$10,415.00
	Software Support Services and Maintenance – 24x7 support	N/A	01/01/2013 – 12/31/2013	\$10,450.00
	Software Support Services and Maintenance – 24x7 support	N/A	01/01/2014 – 12/31/2014	\$10,450.00
	Software Support Services and Maintenance – 24x7 support	N/A	01/01/2015 – 12/31/2015	\$10,450.00
	<b>Project Total:</b>			<b>\$102,635.00</b>

**Contract 2005-033 Software Support Services for IMC Publics Safety Software Applications  
 Amendment Descriptions**

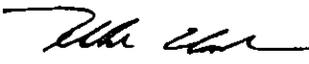
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2005-033	Original Contract	6/22/2005 G&C Item #6A	\$24,825.00
Amendment #2005-033A	First Amendment (A)	1/16/2008 G&C Item #9	\$16,400.00
Amendment #2005-033B	Second Amendment (B)	12/9/2009 G&C Item #10	\$30,060.00
Amendment #2005-033C	Third Amendment (C)	Upon G&C Approval	\$31,350.00
	<b>CONTRACT TOTAL</b>		<b>\$102,635.00</b>

STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Software Support Services for IMC Publics Safety Software Applications  
Contract #2005-033

CONTRACT AMENDMENT C

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

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

  
\_\_\_\_\_  
Blake Clark, Chief Financial Officer  
Information Management Corporation

Date: 8/17/2012

Corporate Signature Notarized:  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

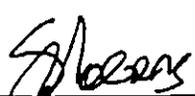
On this the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me,  
\_\_\_\_\_, the undersigned Officer \_\_\_\_\_,  
personally appeared and acknowledged her/himself to be the \_\_\_\_\_,  
of \_\_\_\_\_, a corporation, and that she/he, as such  
being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
\_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public/Justice of the Peace

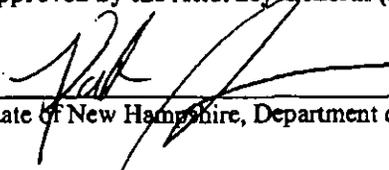
My Commission Expires:

(SEAL)

  
\_\_\_\_\_  
S. William Rogers, Chief Information Officer  
State of New Hampshire  
Department of Information Technology

Date: 9/12/12

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

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice,

Date: 1/18/12

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1169

State of California

County of SAN DIEGO

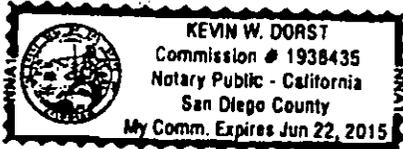
On 17<sup>th</sup> Aug 2012 before me, KEVIN W. DORST, Notary Public

personally appeared BLAKE F. CLARK

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

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

WITNESS my hand and official seal.



Signature: [Handwritten Signature]

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: STATE of New Hampshire - Contract Amendment C

Document Date: August 17, 2012 Number of Pages: 4

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: BLAKE F. CLARK Signer's Name: \_\_\_\_\_

Corporate Officer - Title(s): CFO  Corporate Officer - Title(s): \_\_\_\_\_

Individual  Partner -  Limited  General  Individual  Partner -  Limited  General

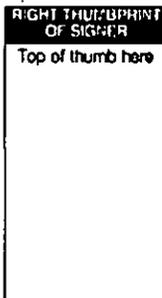
Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



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 INFORMATION MANAGEMENT CORPORATION doing business in New Hampshire as IMC Solutions, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on September 6, 2001. 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 20<sup>th</sup> day of July, A.D. 2012

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

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/17/2012

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> Barney & Barney LLC CA Insurance Lic: 0C03950 9171 Towne Centre Drive, Suite 500 San Diego, CA 92122 858-457-3414	<b>CONTACT NAME:</b> Jennifer Myers <b>PHONE (A/C No. Ext):</b> (858) 550-4984 <b>FAX (A/C No.):</b> (858) 909-9750 <b>E-MAIL ADDRESS:</b> jenniferm@barneyandbarney.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>OneBeacon America Insurance Company</td> <td>20621</td> </tr> <tr> <td>INSURER B:</td> <td>Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	OneBeacon America Insurance Company	20621	INSURER B:	Columbia Casualty Company	31127	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	OneBeacon America Insurance Company	20621																			
INSURER B:	Columbia Casualty Company	31127																			
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> IT Holdings I, Inc.  El Al (See Attached) 9860 Mesa Rim Road San Diego, CA 92121  Client # 45335																					

COVERAGES CERTIFICATE NUMBER: 441893 MST NUMBER: 22660 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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 Deductible GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		4034841338	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 1,000,000 TENANT'S RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP 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		7110125320001	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	4060371810001	5/1/2012	5/1/2013	<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

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

<b>CERTIFICATE HOLDER</b>  State of NH 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 <i>Jennifer Myers</i>
---	---

Insured: TT Holdings I, Inc.

Master # 22660

Cert # 441893

Attachment Page

---

Named Insured Schedule

TT Holdings II, Inc.  
TriTech Holdings, Inc.. A Delaware Corporation  
TriTech Software Systems, a California Corporation  
Information Management Corporation  
TriTech Emergency Medical Systems Canada ULC  
TriTech Emergency Medical Systems, Inc.  
TriTech Delaware, LLC  
Vision Enterprises, Inc.  
Vision Acquisition, Inc.  
VisionAir, Inc.

---



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

GFC  
 12-9-09  
 Item # 10  
 Amendment B

Richard C. Bailey, Jr.  
 Chief Information Officer

November 17, 2009

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 the SOLE SOURCE contract between Information Management Corporation d/b/a New Hampshire NOE Better Software, Inc. ("IMC") of North Grafton, MA, Vendor #174576, in the amount of by \$30,060.00, from \$41,225.00 to \$71,285.00 for software support and maintenance of IMC Public Safety Software required by the New Hampshire Liquor Commission (NHSLC), Bureau of Liquor Enforcement, effective upon Governor and Council approval.

2) Further authorize the Department of Information Technology ("DoIT") to amend the contract to extend the expiration date from January 1, 2010, to December 31, 2012 effective upon Governor and Council approval.

100% Other (Agency Class 27 ) funds: the Agency Class 27 used by the New Hampshire Liquor Commission to reimburse DoIT for this purchase is 100% Other (Agency Class 27) used by the New Hampshire Liquor Commission is 100% Liquor Funds. Funds are available in the following accounts, with authority to adjust between State fiscal years, if needed and justified.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	TOTALS
	CLASS CODE-ACCOUNT CODE -CLASS TITLE		
FY10	01-03-03-030010-76770000 DoIT- IT for Liquor 038-5009038-Technology - Software	03770014	\$ 9,630.00
FY11	01-03-03-030010-76770000 DoIT- IT for Liquor 038-5009038-Technology - Software	03770014	\$10,015.00
FY12	01-03-03-030010-76770000 DoIT- IT for Liquor 038-5009038-Technology - Software	03770014	\$10,415.00
	<u>Total</u>		\$30,060.00



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

Richard C. Bailey, Jr.  
Chief Information Officer

November 13, 2009

Mark Bodi, Chairman  
State of New Hampshire Liquor Commission  
Storrs Street, PO Box 503  
Concord, NH 03302-0503

Dear Chairman Bodi:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the request to amend a contract with Information Management Corporation d/b/a NOE Better Software, Incorporated (IMC), Vendor Number 174576, as described below and referenced as OIT No. 2005-033B.

This is a request to amend a contract for software support services and maintenance for the IMC Public Safety software applications. This amendment will extend the expiration date of the contract to December 31, 2012 and increase the funding by \$30,060.00 for a total contract value of \$71,285.00. The amendment will become effective upon Governor and Council approval. This project is set forth in the State of New Hampshire Liquor Commission's Information Technology Project Name: Software Support Services for Public Safety Software, dated October 21, 2005.

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

Sincerely,

Richard C. Bailey, Jr.

RCB/ltm  
DoIT 2005-033B  
RID# 8939

cc: Leslie Mason, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Software Support Services for IMC Publics Safety Software Applications**  
**Contract #2005-033**  
**CONTRACT AMENDMENT B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, on June 22, 2005, Item #6A , and amended on January 16, 2008, Item #9, herein after referred to as the "Agreement," Information Management Corporation d/b/a NOE Better Software, Incorporated ("IMC"), hereinafter referred to as "IMC," agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology, hereinafter referred to as the "Department," of certain sums as specified therein;

WHEREAS, the legal name of the Office of Information Technology was changed to the "Department of Information Technology" the parties agree that all references in the Agreement and Exhibits between the parties to the "Office of Information Technology" or "OIT" shall now be considered to reference the new legal name, Department of Information Technology ("DoIT").

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

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

WHEREAS, Department wishes to extend the existing Contract for the provision of software maintenance and support Services on the IMC Publics Safety software applications utilized by the New Hampshire Liquor Commission, the Department and IMC seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the Contract price by \$30,060.00 to bring the total Contract price to \$71,285.00.

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

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

1. Amend Section 1.1: State Agency Name; change the name "Office of Information Technology" to "Department of Information Technology." The parties further agree that all references in the Agreement and Exhibits between the parties to "Department of Information Technology" or "OIT" shall now be considered to reference the new legal name, Department of Information Technology" or "DoIT."
2. Delete Section 1.3: Contractor Name and replace with Information Management Incorporated d/b/a NOE Better Software.
3. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of December 31, 2012.
4. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$41,225.00 to \$71,285.00

Exhibit A of the Agreement is hereby amended as specified in Table 1 below:

Table 1 - Exhibit A: Statement of Work

Contract #2005-033 Exhibit A Section Number	AMENDED TEXT
Section 1.	Delete Section 1. INTRODUCTION and replace with the following:

STATE OF NEW HAMPSHIRE  
 Department of Information Technology  
 Software Support Services for IMC Publics Safety Software Applications  
 Contract #2005-033  
 CONTRACT AMENDMENT *AB*

	<p><b>1. INTRODUCTION</b>          The State of New Hampshire desires to contract with Information Management Corporation d/b/a NOE Better Software ("IMC") to provide the New Hampshire Liquor Commission, Bureau of Liquor Enforcement with software support Services and maintenance for IMC Public Safety software applications.</p> <p>Services as outlined below are for the period to January 1, 2005 to December 31, 2012, in consideration total support and maintenance fee of \$71,285.00.</p>																		
Section 4.1	<p>Delete Section 4.1 Period of Performance and replace with the following:  <b>4.1 Period of Performance</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. It shall remain in effect through December 31, 2012 unless otherwise terminated in accordance with this Contract.</p>																		
Section 6.3	<p>Delete Section 6.3 Deliverables and replace with the following:  <b>6.3 Deliverables</b></p> <table border="1" data-bbox="505 889 1300 1657"> <thead> <tr> <th data-bbox="505 889 743 949">Part number</th> <th data-bbox="743 889 1300 949">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="505 949 743 1038">Year 1: 01/01/2005 – 2/31/2005</td> <td data-bbox="743 949 1300 1038">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td data-bbox="505 1038 743 1127">Year 2: 01/01/2006 – 12/31/2006</td> <td data-bbox="743 1038 1300 1127">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td data-bbox="505 1127 743 1217">Year 3: 01/01/2007 – 12/31/2007</td> <td data-bbox="743 1127 1300 1217">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td data-bbox="505 1217 743 1306">Year 4: 01/01/2008 – 12/31/2008</td> <td data-bbox="743 1217 1300 1306">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td data-bbox="505 1306 743 1395">Year 5: 01/01/2009 – 12/31/2009</td> <td data-bbox="743 1306 1300 1395">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td data-bbox="505 1395 743 1485">Year 6: 01/01/2010 – 12/31/2010</td> <td data-bbox="743 1395 1300 1485">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td data-bbox="505 1485 743 1574">Year 7: 01/01/2011 – 12/31/2011</td> <td data-bbox="743 1485 1300 1574">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td data-bbox="505 1574 743 1657">Year 8: 01/01/2012 – 12/31/2012</td> <td data-bbox="743 1574 1300 1657">Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> </tbody> </table>	Part number	Description	Year 1: 01/01/2005 – 2/31/2005	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 2: 01/01/2006 – 12/31/2006	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 3: 01/01/2007 – 12/31/2007	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 4: 01/01/2008 – 12/31/2008	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 5: 01/01/2009 – 12/31/2009	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 6: 01/01/2010 – 12/31/2010	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 7: 01/01/2011 – 12/31/2011	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 8: 01/01/2012 – 12/31/2012	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
Part number	Description																		
Year 1: 01/01/2005 – 2/31/2005	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules																		
Year 2: 01/01/2006 – 12/31/2006	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules																		
Year 3: 01/01/2007 – 12/31/2007	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules																		
Year 4: 01/01/2008 – 12/31/2008	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules																		
Year 5: 01/01/2009 – 12/31/2009	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules																		
Year 6: 01/01/2010 – 12/31/2010	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules																		
Year 7: 01/01/2011 – 12/31/2011	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules																		
Year 8: 01/01/2012 – 12/31/2012	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules																		

STATE OF NEW HAMPSHIRE  
 Department of Information Technology  
 Software Support Services for IMC Publics Safety Software Applications  
 Contract #2005-033  
**CONTRACT AMENDMENT A B**

Exhibit B of the Agreement is hereby amended as specified in Table 2 below:

**Table 2 - Exhibit B: IT Services Deliverables and Payment Schedule**

Contract #2005-033 Exhibit B Section Number	AMENDED TEXT			
Section 2.	Section 2. <b>FIRM FIXED PRICE PAYMENT SCHEDULE</b> Delete Table 1: IT Services Deliverables and Payment Schedule and replace with:			
	Description of Agreement	Part Number	Term From / To	Payment Amount
	Software Support Services and Maintenance	N/A	01/01/2005 – 12/31/2005	\$8,275.00
	Software Support Services and Maintenance	N/A	01/01/2006 – 12/31/2006	\$8,275.00
	Software Support Services and Maintenance	N/A	01/01/2007 – 12/31/2007	\$8,275.00
	Software Support Services and Maintenance	N/A	01/01/2008 – 12/31/2008	\$8,200.00
	Software Support Services and Maintenance	N/A	01/01/2009 – 12/31/2009	\$8,200.00
	Software Support Services and Maintenance	N/A	01/01/2010 – 12/31/2010	\$9,630.00
	Software Support Services and Maintenance	N/A	01/01/2011 – 12/31/2011	\$10,015.00
	Software Support Services and Maintenance	N/A	01/01/2012 – 12/31/2012	\$10,415.00
	<b>Project Total:</b>			<b>\$71,285.00</b>

Exhibit C: Special Provisions of the Agreement is hereby added as described in Table 3:

**Table 3 - Exhibit C: Special Provisions**

Contract #2007-070 Exhibit C Section Number	AMENDED TEXT			
Section 1.	Add Exhibit C: <i>Special Provisions</i> as follows:			
	<p>1. <b>INSURANCE AND BOND</b></p> <p>Section 14 of the General Provisions Form P-37 relating to insurance and bond requirements, part 14.1.1 reads:</p> <p style="padding-left: 40px;">Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident;</p> <p style="padding-left: 40px;">is hereby amended to read:</p>			

STATE OF NEW HAMPSHIRE  
 Department of Information Technology  
 Software Support Services for IMC Publics Safety Software Applications  
 Contract #2005-033  
**CONTRACT AMENDMENT *AB***

	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;
--	--

**Contract 2005-033 Software Support Services for IMC Publics Safety Software Applications  
 Amendment Descriptions**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2005-033	Original Contract	6/22/2005 G&C Item #6A	\$24,825.00
Amendment #2005-033A	First Amendment (A)	1/16/2008 G&C Item #9	\$16,400.00
Amendment #2005-033B	Second Amendment (B)	Upon G&C Approval	\$30,060.00
<b>CONTRACT TOTAL</b>			<b>\$71,285.00</b>

STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Software Support Services for IMC Publics Safety Software Applications  
Contract #2005-033  
CONTRACT AMENDMENT *A 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.

*Blake Clark*  
Blake Clark, Chief Financial Officer  
Information Management Corporation

Date: 11/6/09

Corporate Signature Notarized:  
STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me,  
\_\_\_\_\_, the undersigned Officer \_\_\_\_\_,  
personally appeared and acknowledged her/himself to be the \_\_\_\_\_,  
of \_\_\_\_\_, a corporation, and that she/he, as such  
\_\_\_\_\_ being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
\_\_\_\_\_

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

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

*Richard C. Bailey, Jr.*  
Richard C. Bailey, Jr., Chief Information Officer  
State of New Hampshire  
Department of Information Technology

Date: 11/17/09

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

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

Date: 11/23/09

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN DIEGO

On NOVEMBER 6, 2009 before me, MERCEDES ORNELAS NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

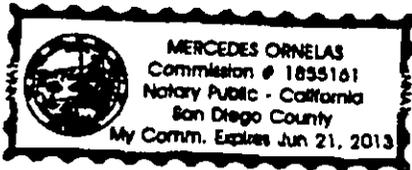
personally appeared BLAKE CLARK  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature M Mercedes Ornelas  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: STATE OF NEW HAMPSHIRE - CONTRACT AMENDMENT B

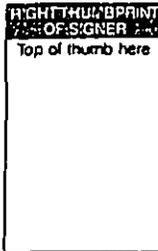
Document Date: \_\_\_\_\_ Number of Pages: 5

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: BLAKE CLARK

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



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

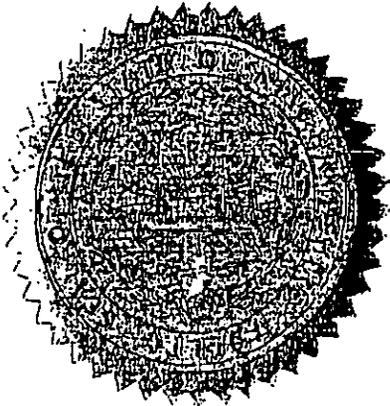


Signer Is Representing: \_\_\_\_\_

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INFORMATION MANAGEMENT CORPORATION d/b/a in New Hampshire NOE BETTER SOFTWARE, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on September 6, 2001. 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 4<sup>th</sup> day of September, A.D. 2009

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

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE

I, Chris Maloney, do hereby represent and certify that:

(1) I am CEO of Information Management Corporation, a Massachusetts corporation (the "Corporation").

(2) I maintain and have custody of and am familiar with the minutes of the Corporation.

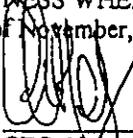
(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on November 13 2007, which meeting was duly held in accordance with Massachusetts law and the by-laws of the Corporation.

(5) The signature of Blake Clark, CFO of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as CEO of the Corporation this 6<sup>th</sup> day of November, 2009.



\_\_\_\_\_  
CEO, November 6, 2009

~~STATE OF \_\_\_\_\_~~

~~COUNTY OF Essex, see attachment - MA0~~  
11.06.09

~~On this the \_\_\_\_ day of \_\_\_\_\_, 2009, before me,~~

~~Chris Maloney, personally appeared and acknowledged her/himself~~

~~to be the CEO, of Information Management Corporation, a~~

~~Massachusetts corporation, and that she/he, as such being authorized to do so,~~

~~executed the foregoing instrument.~~

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

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN DIEGO

On November 6, 2009 before me, MERCEDES ORNELAS NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared CHRIS MALONEY  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature M Mercedes Ornelas  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: CERTIFICATE OF VOTE

Document Date: NOVEMBER 6, 2009 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: CHRIS MALONEY

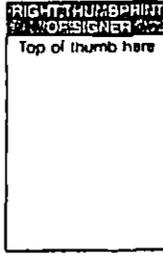
- Individual
- Corporate Officer — Title(s): CEO
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/28/2009 08:22

<b>PRODUCER</b> Barney & Barney LLC CA Insurance Lic: 0C03950 9171 Towne Centre Drive, Suite 500 San Diego, CA 92122 858-457-3414	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.	
	<b>INSURED</b> Information Management Corporation Et Al (See Attached) 9860 Mesa Rim Road San Diego, CA 92121	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A: Hartford Casualty Insurance Company	29424
	INSURER B: Hartford Insurance Company of the Midwest	37478
	INSURER C: Scottsdale Insurance Company	41297
	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 UTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
C		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 Retention GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> PDUCY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BCS0019641	5/1/2009	5/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		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	72MCPJ08268MA	5/1/2009	5/1/2010	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 \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	72WEIX2071	5/1/2009	5/1/2010	<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 ENDRSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

State of NH  
 Department of Information Technology  
 Attn: Chief Information Officer  
 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

Jennifer Myers

Insured: TriTech Holdings, Inc., A Delaware Corporation

Master # 10545

Cert # 197337

Attachment Page

Named Insured Schedule

TriTech Holdings, Inc., A Delaware Corporation  
TriTech Software Systems, a California Corporation  
Information Management Corporation



STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor  
27 Hazen Dr., Concord, NH 03301  
603-271-2843 1-800-852-3345 x4208  
Fax: 603-271-1516 TDD Access: 1-800-735-2964

U.L.  
1/16/08

Encumbrance #  
971874

#211827

Richard C. Bailey, Jr.  
Chief Information Officer

January 2, 2008

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

**REQUESTED ACTION**

Authorize to retroactively amend the sole source contract between Information Management Corporation (IMC) of North Grafton, Massachusetts, Vendor Number 42997 and the Office of Information Technology for information technology services required by the New Hampshire Liquor Commission (NHSLC), Bureau of Liquor Enforcement. IMC will be contracted to provide software support services and maintenance for the IMC Public Safety software applications effective to January 1, 2008 through December 31, 2009. This amendment shall increase the funding by \$16,400.00 for a total contract value of \$41,225.00 to cover support and maintenance for the next two years. Funding source: 100% Other.

Funds are available in the following accounts, with authority to adjust between State fiscal years, if needed and justified.

Fiscal Year	Account Code	Description	Amount
FY08	010 - 003 - 1670 - 0300 - 024 - 0230 - 7130400 Job Code: 03770012 Budget Line: 17534	Operations	\$8,200.00
FY09	010 - 003 - 1670 - 0300 - 024 - 0230 - 7130400 Job Code: 03770012 Budget Line: 17997	Operations	\$8,200.00
	<b>Total</b>		<b>\$16,400.00</b>

**EXPLANATION**

The IMC Public Safety application manages all the activities of the New Hampshire Liquor Commission Bureau of Enforcement, including records management, imaging, and program administration. The justification for a sole-source award is because only Information

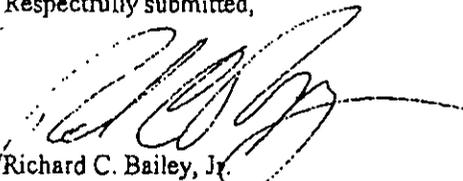
His Excellency, Governor John Lynch  
and Honorable Executive Council  
January 2, 2008  
Page 2

Management Corporation owns the unique intellectual property and is the only vendor who can provide these required services. Ongoing support and maintenance of this software is necessary to optimize the efficiency of the Bureau.

The approval of this amendment is retroactive due to the acquisition of IMC by TriTech Software, Inc. The IMC contract was prepared for submission to Governor and Council in November, prior to the contract expiration on December 31, 2007, when notification was received that IMC had been acquired and the officers with signatory authority had changed. The contract had to be resubmitted to ICM amidst their acquisition activities, for new signatures. The final piece of documentation was returned to the State on January 2, 2008.

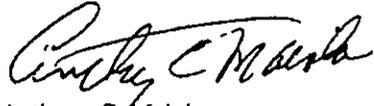
The New Hampshire Liquor Commission has confirmed that the source of funds, 100% Other Funds, is comprised of 100% General Funds.

Respectfully submitted,



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

Approved by:



Anthony C. Maiola  
Chairman

RCB/ltm  
RID#5094



STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY

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

Richard C. Bailey, Jr.  
Chief Information Officer

November 13, 2007

Anthony Maiola, Chairman  
State of New Hampshire Liquor Commission  
Storrs Street, PO Box 503  
Concord, NH 03302-0503

Dear Chairman Maiola:

This letter represents formal notification that the Office of Information Technology (OIT) has approved the request to amend a contract with Information Management Corporation (IMC), Vendor Number 42997 as described below and referenced as OIT No. 2005-033A.

This is a request to amend a contract for software support services and maintenance for the IMC Public Safety software applications. This amendment will extend the expiration date of the contract to December 31, 2009 and increase the funding by \$16,400.00 for a total contract value of \$41,225.00. The amendment will become effective upon Governor and Council approval.

This project is set forth in the State of New Hampshire Liquor Commission's Information Technology Project Name Software Support Services for Public Safety Software, dated October 21, 2005.

A copy of this letter will accompany the State of New Hampshire Office of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

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

Richard C. Bailey, Jr.

RB/tlg  
OIT 2005-033A  
RID# 5094

cc: Leslie Mason, IT Manager, OIT Logistics  
Thomas Chagnon, IT Manager

STATE OF NEW HAMPSHIRE  
Office of Information Technology  
Software Support Services for IMC Publics Safety Software Applications  
Contract #2005-033  
CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, on June 22, 2005, Item #6A (herein after referred to as the "Agreement"), Information Management Corporation (IMC) (hereinafter referred to as the "IMC"), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Office of Information Technology (hereinafter referred to as the "Department") of certain sums as specified therein;

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

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

WHEREAS, Department wishes to extend the existing contract for the provision of software maintenance and support services on the IMC Publics Safety software applications utilized by the New Hampshire Liquor Commission, the Department and IMC seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the contract price by \$16,400.00 to bring the total contract price to \$41,225.00.

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

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

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of December 31, 2009.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$24,825.00 to \$41,225.00.
3. Delete Section 14.1.1 and replace with:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident;

Exhibit A of the Agreement is hereby amended as specified in Table 1 below:

Table 1

Contract # 2005-033 Exhibit Section Number Line #	AMENDMENTS
Section 1.	Delete Section 1. INTRODUCTION and replace with the following: 1. INTRODUCTION The State of New Hampshire desires to contract with Information Management Corporation (IMC) to provide the New Hampshire Liquor Commission, Bureau of Liquor Enforcement with software support services and maintenance for IMC Public Safety software applications.

STATE OF NEW HAMPSHIRE  
Office of Information Technology  
Software Support Services for IMC Publics Safety Software Applications  
Contract #2005-033  
CONTRACT AMENDMENT A

	Services as outlined below are for the period to January 1, 2005 to December 31, 2009, in consideration total support and maintenance fee of: Forty-One Thousand, Two Hundred Twenty-Five Dollars (\$41,225.00). The annual amount of Eight Thousand Two Hundred Dollars (\$8,200.00) will remain constant throughout the duration of the term of this Contract for the software options currently in use at the New Hampshire Liquor Commission. Bureau of Liquor Enforcement.												
Section 4.1	Delete Section 4.1 Period of Performance and replace with the following: <b>4.1 Period of Performance</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. It shall remain in effect through December 31, 2009 unless otherwise terminated in accordance with this Contract.												
Section 6.3	Delete Section 6.3 Deliverables and replace with the following: <b>6.3 Deliverables</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Part number</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Year 1: 01/01/2005 – 2/31/2005</td> <td>Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td>Year 2: 01/01/2006 – 12/31/2006</td> <td>Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td>Year 3: 01/01/2007 – 12/31/2007</td> <td>Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td>Year 4: 01/01/2008 – 12/31/2008</td> <td>Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> <tr> <td>Year 5: 01/01/2009 – 12/31/2009</td> <td>Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules</td> </tr> </tbody> </table>	Part number	Description	Year 1: 01/01/2005 – 2/31/2005	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 2: 01/01/2006 – 12/31/2006	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 3: 01/01/2007 – 12/31/2007	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 4: 01/01/2008 – 12/31/2008	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules	Year 5: 01/01/2009 – 12/31/2009	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules
Part number	Description												
Year 1: 01/01/2005 – 2/31/2005	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules												
Year 2: 01/01/2006 – 12/31/2006	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules												
Year 3: 01/01/2007 – 12/31/2007	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules												
Year 4: 01/01/2008 – 12/31/2008	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules												
Year 5: 01/01/2009 – 12/31/2009	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests, new software modules												

Exhibit B of the Agreement is hereby amended as specified in Table 2 below:

**Table 2: IT Services Deliverables and Payment Schedule**

Contract # 2005-033	AMENDED TEXT			
Exhibit B				
Section Number				
Section 2.	Section 2. FIRM FIXED PRICE PAYMENT SCHEDULE Delete Table 1: IT Services Deliverables and Payment Schedule and replace with:			
	Description of Agreement	Part Number	Term From / To	Payment Amount
	Software Support Services and Maintenance	N/A	01/01/2005 – 12/31/2005	\$8,275.00
	Software Support Services and Maintenance	N/A	01/01/2006 – 12/31/2006	\$8,275.00

STATE OF NEW HAMPSHIRE  
Office of Information Technology  
Software Support Services for IMC Publics Safety Software Applications  
Contract #2005-033  
**CONTRACT AMENDMENT A**

	Software Support Services and Maintenance	N/A	01/01/2007 - 12/31/2007	\$8,275.00
	Software Support Services and Maintenance	N/A	01/01/2008 - 12/31/2008	\$8,200.00
	Software Support Services and Maintenance	N/A	01/01/2009 - 12/31/2009	\$8,200.00
	<b>Project Total:</b>			<b>\$41,225.00</b>

**Contract 2005-033 Software Support Services for IMC Publics Safety Software Applications  
Contract Amendment Descriptions**

CONTRACT ID / AMENDMENT	DESCRIPTION	DATE	AMOUNT
Contract #2005-033	Original Contract	6/22/2005 G&C Item #6A	\$24,825.00
Amendment #2005-033A	First Amendment (A)	Upon G&C Approval	\$16,400.00

STATE OF NEW HAMPSHIRE  
Office of Information Technology  
Software Support Services for IMC Publics Safety Software Applications  
Contract #2005-033  
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 herunto set their hands as of the day and year first above written.

Blake Clark  
Blake Clark, Chief Financial Officer  
Information Management Corporation

Date: 12-13-07

Corporate Signature Notarized:  
STATE OF Massachusetts  
COUNTY OF Worcester

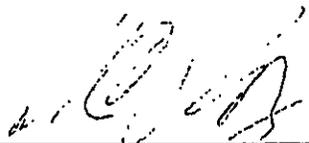
On this the 13 day of December, 2007, before me,  
Michelle Raymond, the undersigned Officer BLAKE CLARK  
personally appeared and acknowledged her/himself to be the CHIEF FINANCIAL OFFICER  
of INFORMATION MANAGEMENT CORP., a corporation, and that she/he, as such  
CHIEF FINANCIAL OFFICER being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
BLAKE CLARK.

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

Michelle Raymond  
Notary Public/Justice of the Peace

My Commission Expires: Aug. 29, 2008

(SEAL)



Date: 12/18/07

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

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

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

Date: 12/19/07

Michelle Raymond  
Notary Public  
My Commission Expires: 8/29/08  
I have read the foregoing instrument and find that the person whose name is signed on the preceding or on these documents is my personal acquaintance and I know the person whose name is signed on the preceding or on these documents to be the person whose name is signed on the preceding or on these documents.  
Michelle Raymond  
Notary Public  
My Commission Expires: 8/29/08

Initial all pages  
IMC Initials BLK

CERTIFICATE  
(Corporation With Seal)

I, Michele Maynard, do hereby represent and certify that:

(1) I am the Assistant Treasurer of Information Management Corporation, a Massachusetts corporation (the "Corporation").

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on November 13, 2007, which meeting was duly held in accordance with Massachusetts law and the by-laws of the Corporation.

(5) The signature of Blake Clarke, Chief Financial Officer, of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Treasurer of the Corporation and have affixed its corporate seal this December 27, 2007.

Michele Maynard Assistant Treasurer  
<Certifier and Title>

(SEAL)

STATE OF Massachusetts

COUNTY OF Worcester

On this the 27 day of December, 2007, before me, Michele Maynard, personally appeared and acknowledged her/himself to be the Assistant Treasurer, of Information Management Corporation, a Massachusetts corporation, and that she/he, as such being authorized to do so,

executed the foregoing instrument.

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

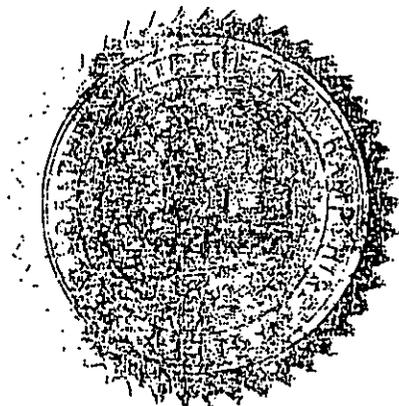
Denise J. Rodall  
Notary Public/Justice of the Peace

My Commission Expires:

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 INFORMATION MANAGEMENT CORPORATION d/b/a in N.H. as NOE BETTER SOFTWARE, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on September 6, 2001. 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 29th day of November, A.D. 2007

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

William M. Gardner  
Secretary of State

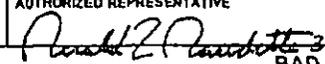
<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 11/05/07
PRODUCER Gaudette Insurance Agency, Inc One Plummers Corner Whitinsville, MA 01588-2100 508 234-6333	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Information Management Corp. 13 Centennial Drive N. Grafton, MA 01536	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: General Casualty	MW1001
	INSURER B: U.S. Liability Insurance Co.	
	INSURER C: Philadelphia Insurance Company	
	INSURER D: Citation Insurance Co.	COM097
	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 <input checked="" type="checkbox"/>	CCS0426731	12/30/06	12/30/07	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N43865	11/24/06	11/24/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY. AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CUP1102634B	12/30/06	12/30/07	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	CWC0426731	11/11/06	11/11/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS   <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	OTHER - Professional	PHSD225445	12/15/06	12/15/07	\$1,000,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire 27 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--



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

6-22-05  
 2005-033

Richard C. Bailey, Jr.  
 Chief Information  
 Officer

May 25, 2005

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

**REQUESTED ACTION**

Authorize approval of the attached sole source contract between Information Management Corporation (IMC) of North Grafton, Massachusetts, Vendor Number 42997 and the Office of Information Technology for IT services required by the New Hampshire Liquor Commission (NHSLC), Bureau of Liquor Enforcement, to provide software support services and maintenance for the Public Safety software applications effective retroactively to January 1, 2005 on the date of Governor and Council approval through December 31, 2007, at an estimated cost of \$24,825.00.

Funds are available in the following accounts, with authority to adjust between State fiscal years, if needed and justified, through the director of the Division of Accounting Services.

010-003-1555-024	F05	\$8,275
010-003-1670-024	F06	8,275
010-003-1670-024	F07	<u>8,275</u>
		<u>\$24,825</u>

**EXPLANATION**

Justification for a sole-source award is because only Information Management Corporation possesses and owns the unique proprietary data (software) that is sought to meet required services.

This request is for the authority to contract to provide software support services and maintenance for the Public Safety software applications Project. Information Management Corporation will provide the software support and maintenance to support the application for the IMC's Calls for Service, Records Management, Investigative, Administrative, Laptop Software, and Data Dictionary Files modules. Services include, but are not limited to:

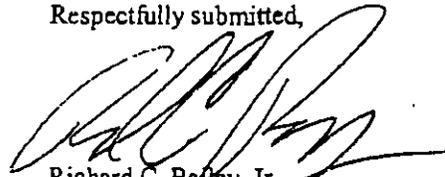
His Excellency, Governor John Lynch  
and Honorable Executive Council  
May 25, 2005  
Page 2

- Telephone support Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. EST;
- Guarantees availability of technical assistance;
- Provides for additions of new programs to purchase modules and documentation free of charge;
- Provides reported problems by the Bureau of Liquor Enforcement and the corrective action taken;
- Automatic updates of IMC changes made to the records portion of MPS initiated by a state of federal agency during the course of its normal releases and send free of charge;
- Automatic updated versions of IMC to comply with any Microsoft operating system upgrades (DOS, to Windows, Windows to Win 2000, etc.); and
- Provide off-hours telephone support Monday through Friday between the hours of 5:00 p.m. and 8:00 a.m. EST, holiday, and weekends.

This contract is retroactive to January 1, 2005, due to extenuating circumstances resulting from the transfer of resources from the New Hampshire Liquor Commission to the Office of Information Technology.

This contract is sole-source because only IMC possesses and owns the unique proprietary data (software) that is sought to meet required services.

Respectfully submitted,



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

Approved by



Anthony C. Maiola  
Chairman



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

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

May 26, 2005

John W. Byrne, Commissioner  
Patricia T. Russell, Commissioner  
State of New Hampshire Liquor Commission  
Storrs Street, PO Box 503  
Concord, NH 03302-0503

Dear Commissioners Byrne and Russell:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your agency's request to enter into a contract with Information Management Corporation (IMC), Vendor Number 42997 as described below and referenced as OIT No. 2005-033.

This is a request to enter into a contract for software support services and maintenance for the Public Safety software applications. The contract will become effective upon Governor and Council approval, retroactively from January 1, 2005 through December 31, 2007. The amount of the contract is not to exceed \$24,825.

This project is set forth in the State of New Hampshire Liquor Commission Strategic Information Technology Project Name Software Support Services for Public Safety Software, dated October 2003.

A copy of this letter should accompany the State of New Hampshire Liquor Commission submission to the Governor and Executive Council for approval.

Sincerely

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

Richard C. Bailey, Jr.

RB/tlg  
OIT 2005-052

cc: Leslie Mason, IT Manager, OIT Logistics  
Howard Roundy, IT Manager

Subject: Software Maintenance and Support for IMC Public Safety Software Application

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. Identification and Definitions.**

1.1 State Agency Name <i>Office of Information Technology</i>		1.2 State Agency Address <i>49 Donovan Street, Concord, NH 03301</i>	
1.3 Contractor Name <i>Information Management Corporation (IMC)</i>		1.4 Contractor Address <i>13 Centennial Drive, North Grafton, MA 01536</i>	
1.5 Account No.	1.6 Completion Date <i>December 31, 2007</i>	1.7 Audit Date	1.8 Price Limitation <i>\$24,825.00</i>
1.9 Contracting Officer for State Agency <i>Richard C. Bailey Jr., CIO</i>		1.10 State Agency Telephone Number <i>603-271-4977</i>	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name & Title of Contractor Signor <i>Timothy J. Nae President</i>	
1.13 Acknowledgment: State of MA, County of <i>Worcester</i> On <i>June 1st, 2005</i> , 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 <i>[Signature]</i>			
1.13.2 Name & Title of Notary or Justice of the Peace <i>Gary F. Guisard</i>			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
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: <i>[Signature]</i> Assistant Attorney General, On: <i>6/2/05</i>			
1.18 Approval by the Governor and Council By: _____ On: _____			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			

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

**5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.**

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

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

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

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

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

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

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

6.3 If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11248 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

**7. PERSONNEL**

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

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

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

**8. EVENT OF DEFAULT, REMEDIES.**

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

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

8.1.2 failure to submit any report required hereunder; or

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

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

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

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

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

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

**9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

9.3 Confidentiality of data shall be governed by RSA 81-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

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

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

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

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

**14. INSURANCE AND BOND.**

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

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

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

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

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

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

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

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

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

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

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

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

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

State of New Hampshire  
New Hampshire Liquor Commission  
Bureau of Liquor Enforcement  
Software Support Services for Public Safety Software Applications  
Contract/RFP Number 2005-033  
Maintenance/License Contract Exhibit A  
Statement of Work

1. INTRODUCTION

The State of New Hampshire desires to contract with Information Management Corporation (IMC) to provide the New Hampshire Liquor Commission, Bureau of Liquor Enforcement with software support services and maintenance for Public Safety software applications.

Services as outlined below are for the period to January 1, 2005 to December 31, 2007, in consideration total support and maintenance fee of: Twenty-Four Thousand, Eight Hundred Twenty-Five Dollars (\$24,825.00). The annual amount of Eight Thousand Two Hundred and Seventy-Five Dollars (\$8,275.00) will remain constant throughout the duration of the term of this Contract for the software options currently in use at the New Hampshire Liquor Commission, Bureau of Liquor Enforcement.

Services – Modules Supported:

- IMC's Calls for Service;
- Records Management;
- Investigative;
- Administrative;
- Laptop Software; and
- Data Dictionary Files.

The Information Management Corporation shall not allow awarded contract(s) to be sub-contracted. Information Management Corporation understands that use of a sub-contractor will immediately terminate the Contract for default.

2. CONTRACT/ORDER OF PRECEDENCE

This Contract is comprised of the Contract Documents, which are incorporated herein by reference. In the event of conflict or ambiguity among any of the text of the Contract Documents, the following order of precedence shall govern:

- New Hampshire Standard Contract Terms and Conditions, Form P-37;
- Contract # 2005-033 Exhibits A, B, and C hereto;
- Information Management Corporation Proposal of 01/01/2005, included herein by this reference.

Initial all pages:

Information Management Corporation Initials ITM

OIT Contract Exhibit A (7/04)

Page 1 of 7

STATE OF NEW HAMPSHIRE  
New Hampshire Liquor Commission  
Bureau of Liquor Enforcement  
Software Support Services for Public Safety Software Applications  
Contract/RFP Number 2005-033  
Maintenance/License Contract Exhibit A  
Statement of Work

3. SCOPE OF SERVICES

Information Management Corporation will provide the State the software, services, and deliverables described in this Contract, and the Contract Documents. In general, this Non-Exclusive Contract may include, but is not limited to software, software licenses, software maintenance, and technical support.

4. PERIOD OF PERFORMANCE/TERMINATION

4.1 Period of Performance

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to Governor and Executive Council approval. It shall remain in effect through December 31, 2007 unless otherwise terminated in accordance with this Contract. The State may exercise an option to extend at its discretion, for an additional two (2) years, not to extend beyond December 31, 2009.

4.2 Termination for Convenience

The State may terminate this Contract at its sole discretion for any reason upon thirty (30) days written notice. Upon termination for convenience, the State is entitled to a monetary refund for any unused portion of the contract as defined in Exhibit B.

5. CONTRACT ADMINISTRATION

5.1 Information Management Corporation Contract Manager

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

Mr. Timothy J. Noe  
President  
13 Centennial Drive  
North Grafton, MA 01536  
Telephone: (508) 839-6445  
Fax: (508) 839 2354  
Email: timnoe@imcus.com

or the designated successor.

Initial all pages:

Information Management Corporation Initials TJN

OIT Contract Exhibit A (7/04)

Page 2 of 7

State of New Hampshire  
New Hampshire Liquor Commission  
Bureau of Liquor Enforcement  
Software Support Services for Public Safety Software Applications  
Contract/RFP Number 2005-033  
Maintenance/License Contract Exhibit A  
Statement of Work

5.2 State Contract Manager

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

Mr. Howard E. Roundy  
Information Technology Manager  
P. O. Box 503  
Concord, New Hampshire 03302-0503  
Telephone: (603) 271-3138  
Fax: (603) 271-3897  
Email: howard.roundy@oit.nh.gov

or the designated successor.

6. STATEMENT OF WORK/DELIVERABLES/WORK PLAN

Information Management Corporation shall perform the Services and provide the Deliverables described in this Contract.

6.1 Software License

NOT APPLICABLE

6.2 Software Support and Maintenance

6.2.1 Description

The Information Management Corporation will provide the State technical support for the Bureau of Liquor Enforcement, Public Safety software applications. The State will have access to product-trained Information Management Corporation specialists for technical questions and advanced troubleshooting by telephone or through Web case submission.

The Information Management Corporation will provide the State software maintenance for the duration of this Contract. Software maintenance includes but is not limited to, new version releases, bug fixes, patches, new drivers, and enhancements.

6.2.2 Service Level Agreement

The Information Management Corporation will provide technical support and software maintenance services in a professional manner, including but not limited to:

State of New Hampshire  
 New Hampshire Liquor Commission  
 Bureau of Liquor Enforcement  
 Software Support Services for Public Safety Software Applications  
 Contract/RFP Number 2005-033  
 Maintenance/License Contract Exhibit A  
 Statement of Work

- a. Telephone Support Monday through Friday between the hours of 8:00 AM to 5:00 PM EST;
- b. Guarantee availability of technical assistance during support hours;
- c. Add new programs to purchased modules and documentation is free of charge;
- d. Provide information to the Bureau of Liquor Enforcement on reported problems from other IMC customers and the associated corrective action taken under the maintenance agreement;
- e. Automatically update IMC changes made to the records portion of MPS initiated by a state or federal agency during the course of its normal release and send free of charge;
- f. Provide updated versions of IMC software to comply with any Microsoft operating system upgrades (DOS to Windows, Windows to Win 2000, etc.);
- g. Provide off-hours telephone support Monday through Friday between the hours of 5:00 PM to 8:00 AM EST, holiday, and weekends: Technical Assistance during off-hours will be billed at a rate of \$60.00 (sixty dollars) and hour or a portion thereof if an approving authority authorizes IMC to correct the problem(s) during off-hours whether a program bug or not, plus travel time and expenses.
- h. Provide training and/or retraining at IMC or at the NH site as requested, in accordance with the rates specified in Exhibit B, Table 2;
- i. Provide installation services as requested, in accordance with the rates specified in Exhibit B, Table 2; and
- j. Provide special programming requests, in accordance with the rates specified in Exhibit B, Table 2.

6.3 Deliverables

Part number	Description
Year 1 - 01/01/2005 - 12/31/2005	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests
Year 2 - 01/01/2006 - 12/31/2006	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests
Year 3 - 01/01/2007 - 12/31/2007	Software Support Services and Maintenance, Optional Services to include: Training, Installation and Special Programming Requests

Initial all pages:  
 Information Management Corporation Initials IMC

OIT Contract Exhibit A (7/04)

State of New Hampshire  
New Hampshire Liquor Commission  
Bureau of Liquor Enforcement  
Software Support Services for Public Safety Software Applications  
Contract/RFP Number 2005-033  
Maintenance/License Contract Exhibit A  
Statement of Work

7. ADDITIONAL TERMS AND CONDITIONS

7.1 Intellectual Property Rights, and Confidentiality

- 7.1.1 The Information Management Corporation agrees to maintain the confidentiality of, and to protect from unauthorized use, disclosure, publication, and reproduction, all confidential information of the State that becomes available to The Information Management Corporation in connection with its performance under the Contract. The Information Management Corporation shall not use any information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for Information Management Corporation's performance under the Contract.
- 7.1.2 Any disclosure of the State's confidential information shall require prior written approval of the State. Information shall include, but not be limited to all data, record telecommunications content, studies, reports, written and software data files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. The State's confidential information includes but is not limited to information of the State that is not predetermined to be subject to public disclosure under the laws of the State of New Hampshire.
- 7.1.3 The Information Management Corporation shall immediately notify the State if a subpoena or other legal process is served upon Information Management Corporation regarding the State's confidential information, and Information Management Corporation shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the State's confidential information, Information Management Corporation shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law or in equity, including, but not limited to injunctive relief.
- 7.1.4 The Information Management Corporation shall not disclose any information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for Information Management Corporation's performance under the Contract.
- 7.1.5 Insofar as the Information Management Corporation seeks to maintain the confidentiality of its confidential or proprietary information, the Information Management Corporation must clearly identify in writing the information it claims to be confidential or proprietary. Information Management Corporation acknowledges

Initial all pages:

Information Management Corporation Initials TJW

OIT Contract Exhibit A (7/04)

Page 5 of 7

State of New Hampshire  
New Hampshire Liquor Commission  
Bureau of Liquor Enforcement  
Software Support Services for Public Safety Software Applications  
Contract/RFP Number 2005-033  
Maintenance/License Contract Exhibit A  
Statement of Work

that the State is subject to the Right to Know Law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with applicable state and federal law, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Information Management Corporation as confidential or proprietary, the State shall notify the Information Management Corporation and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Information Management Corporation's sole responsibility and at Information Management Corporation's sole expense. If The Information Management Corporation 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 the Information Management Corporation, without liability to Information Management Corporation.

7.1.6 This section 7.0 shall survive the termination of the Contract.

8. **FORCE MAJEURE**

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

9. **INFORMATION MANAGEMENT CORPORATION**

The Information Management Corporation has read and agrees to all procedures as contained Contract Attachment 1 *Required Work Procedures*.

10. **INTERNAL ESCALATION PROCEDURE FOR DISPUTES**

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

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

Initial all pages:

Information Management Corporation Initials TJW

OIT Contract Exhibit A (7/04)

Page 6 of 7

State of New Hampshire  
 New Hampshire Liquor Commission  
 Bureau of Liquor Enforcement  
 Software Support Services for Public Safety Software Applications  
 Contract/RFP Number 2005-033  
 Maintenance/License Contract Exhibit A  
 Statement of Work

Dispute Resolution Responsibility and Schedule Table

Level	Information Management Corporation	The State	CUMULATIVE ALLOTTED TIME
Primary	Mr. Timothy J. Noe President	Howard E. Roundy IT Manager	5 Business Days
First	Mr. Timothy J. Noe President	Peter Croteau Director of Agency Software Division	10 Business Days
Second	Mr. Timothy J. Noe President	Richard C. Bailey, Jr. Chief Information Officer	20 Business Days

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

State of New Hampshire  
 New Hampshire Liquor Commission  
 Bureau of Liquor Enforcement  
 Software Support Services for Public Safety Software Applications  
 Contract/RFP Number 2005-033  
 Maintenance/License Contract Exhibit B  
 Firm Fixed Price Payment Schedule

1. **DELIVERABLE PAYMENT SCHEDULE.**

All charges by the Information Management Corporation under this Contract shall be in accordance with the schedules set forth in Tables 1 below.

The State agrees to pay Information Management Corporation within thirty (30) calendar days of the State Project Manager's receipt of a correct and undisputed invoice for an accepted Deliverable.

2. **FIRM FIXED PRICE PAYMENT SCHEDULE**

**Table 1: IT Services Deliverables and Payment Schedule**

Description of Agreement	Part Number	Term From / To	Payment Amount
Software Support Services and Maintenance	N/A	01/01/2005 – 12/31/2005	\$8,275.00
Software Support Services and Maintenance	N/A	01/01/2006 – 12/31/2006	\$8,275.00
Software Support Services and Maintenance	N/A	01/01/2007 – 12/31/2007	\$8,275.00
<b>Project Total:</b>			<b>\$24,825.00</b>

**Table 2: IT Optional Services: Training, Installation, and Special Programming**

Training	Cost	Travel
Training at IMC (up to eight (8))	\$1,000.00/day	
Training at NH Site (up to eight (8))	\$1,500.00/day	\$50/hr plus expenses
Retraining at IMC	\$200.00/day per individual	
Retraining at NH Site	\$1,500.00/day	\$50/hr plus expenses
<b>Installation Services</b>		
Installation (150 mile radius of IMC)	\$1,000.00/day	
Installation beyond 150 mile radius of IMC	\$1,500.00/day	\$50/hr plus expenses
<b>Expenses</b>		
Travel and living expenses and telephone charges	Actual/per Diem where applicable	
Automobile mileage	30 cents/mile	
Special Programming Requests	\$150.00/hour	

State of New Hampshire  
New Hampshire Liquor Commission  
Bureau of Liquor Enforcement  
Software Support Services for Public Safety Software Applications  
Contract/RFP Number 2005-033  
Maintenance/License Contract Exhibit B  
Firm Fixed Price Payment Schedule

ATTACHMENT 1  
Required IT Work Procedures

1. All work done must conform to standards and procedures established by the Office of Information Technology and the State.
2. All products developed (requirements, Specifications, Documentation, program code, other) are work for hire and ownership is in accordance with the New Hampshire Contract Terms and Conditions.
3. Any technical education needed by the Vendor to successfully complete the assumed assignment will be at the sole expense of the Vendor and provided by the Vendor.
4. Vendor must agree to provide an "equal or better" replacement for any personnel who leave employment of the Vendor during the course of the Contract.
5. Vendor must make the individuals available to be interviewed by the State prior to the Project assignment.
6. Vendor and its employees assigned to this Project must sign a "Computer Access and Use Agreement."
7. The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information.
8. Personnel assigned to the State must be available to work within ten (10) business days of the contract signing.

Client#: 2422845

INFOMAN

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/30/05

<b>PRODUCER</b> Gaudette Insurance Agency, Inc One Plummers Corner Whitinsville, MA 01588-2100 508 234-6333		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.	
<b>INSURED</b> Information Management Corp. 13 Centennial Drive North Grafton, MA 01536		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: General Casualty	CNA097
		INSURER B: U.S. Liability Insurance Co.	
		INSURER C: CNA	
		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	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CCS0426731	12/30/04	12/30/05	EACH OCCURRENCE - \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/DP AGG \$1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$	CUP1102634	12/30/04	12/30/05	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC254670331	11/11/04	11/11/05	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Information Management Corp. db/a No Better Software in the State of New Hampshire.

**CERTIFICATE HOLDER**

State of New Hampshire  
 Bureau of Liquor Enforcement  
 10 Commercial Street  
 Concord, NH 03302

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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.

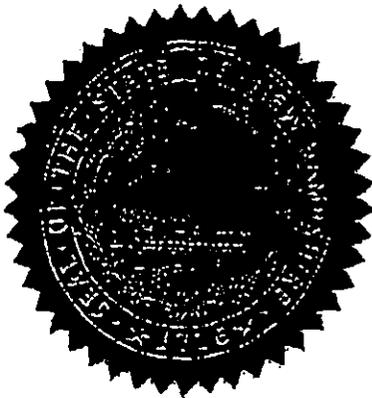
AUTHORIZED REPRESENTATIVE

*Robert J. Pambolte*  
 ROB

State of New Hampshire  
Department of State

CERTIFICATE OF AUTHORIZATION

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that a certificate of authority to do business in this state was issued to INFORMATION MANAGEMENT CORP. D/B/A in NH as NOE BETTER SOFTWARE, a(n) Massachusetts corporation, on September 6, 2001. 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 8th day of April, A.D. 2005

*William M. Gardner*

William M. Gardner  
Secretary of State

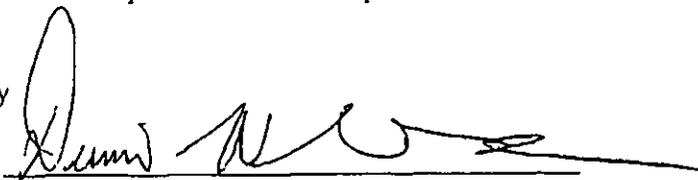
CERTIFICATE OF CORPORATE VOTE

This is to certify that at a special meeting of the Board of Directors of Information Management Corporation registered in the state of New Hampshire as Noe Better Software, held at the offices of the Corporation located at 13 Centennial Drive on January 10, 2005 at 6 p.m. all the members of the Board of Directors being present and voting, it was unanimously:

Voted: That Noe Better Software has resolved, that Timothy J. Noe, President of Noe Better Software is hereby authorized, following compliance with corporate policies and procedures, to prepare, execute and submit, on behalf of the Corporation, contracts with the State of New Hampshire Bureau of Liquor Enforcement.

A true copy

ATTEST:

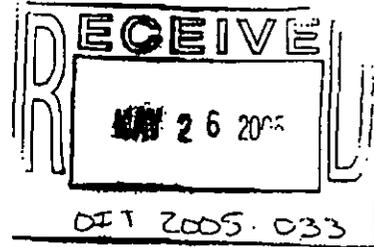
  
Secretary/Clerk



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

May 25, 2005

Richard C. Bailey, Jr.  
 Interim Chief Information Officer  
 Office of Information Technology  
 27 Hazen Drive  
 Concord, NH 03301



Requested Action and Explanation

Approval to enter into a sole source contract between the Information Management Corporation (IMC) of North Grafton, Massachusetts, Vendor Number 42997 and the Office of Information Technology on behalf of the New Hampshire Liquor Commission (NHSLC), Bureau of Liquor Enforcement, to provide software support services and maintenance for the IMC Public Safety software applications effective retroactively to January 1, 2005 through December 31, 2007, at an estimated cost of \$24,825.00.

Funds are available in the following accounts, with authority to adjust between State fiscal years, if needed and justified, through the Director of the Division of Accounting Services.

010-003-1565-024-0230-0326005	F05	\$8,275
010-003-1565-024-0230-0326005	F06	8,275
010-003-1565-024-0230-0326005	F07	<u>8,275</u>
		\$24,825

This contract is retroactive to January 1, 2005, due to extenuating circumstances resulting from the transfer of resources from the New Hampshire Liquor Commission to the Office of Information Technology.

Prior Related Actions

Software support services and maintenance for the IMC Public Safety software applications has previously been purchased through Information Management Corporation (IMC).

Alternatives and Benefits

*No alternatives were considered.*

Only Information Management Corporation possesses and owns the unique proprietary data (software) that is sought to meet required services.

Information Management Corporation will provide the software support and maintenance to support the application for the IMC's Calls for Service, Records Management, Investigative, Administrative, Laptop Software, and Data Dictionary Files modules. Services include, but are not limited to:

- Telephone support Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. EST;
- Guarantees availability of technical assistance;
- Provides for additions of new programs to purchase modules and documentation free of charge;
- Provides reported problems by the Bureau of Liquor Enforcement and the corrective action taken;
- Automatic updates of IMC changes made to the records portion of MPS initiated by a state or federal agency during the course of its normal releases and sent free of charge;
- Automatic updated versions of IMC to comply with any Microsoft operating system upgrades (DOS, to Windows, Windows to Win 2000, etc.); and
- Provide off-hours telephone support Monday through Friday between the hours of 5:00 p.m. and 8:00 a.m. EST, holiday, and weekends.

Impact on Other State Agencies and Municipalities

Not Applicable.

Supporting Documentation

- OIT IT Request
- P37 State Terms and Conditions
- G&C Request Letter
- Contract Exhibit A – Statement of Work
- Contract Exhibit B – Maintenance/License Firm Fixed Price Payment Schedule
- Attachment 1 Required IT Work Procedures
- Certificate of Liability Insurance
- Certificate of Authorization
- Certificate of Corporate Vote

**Summary of Requested Action**

Date of most recently approved SITP: October 2003

SITP Initiative / Project Name: Software Support Services for Public Safety Software Applications

Project Beginning Date: 01/01/2005 Project Ending Date: 12/31/2007

Job Codes: 0326005

**Requisition Information:**

Vendor Name	Requisition Number	State contract (Y) or (N)
Information Management Corporation	P37	N

**Funding Sources and Amounts:**

	* Object Code(s)	FY2005	FY2006	FY2007	FY2008	TOTAL
STATE						
FEDERAL						
OTHER (Specify)	230	\$8275.00	\$8275.00	\$8275.00		\$24,825.00
<b>TOTAL</b>	230	\$8275.00	\$8275.00	\$8275.00		\$24,825.00

**\*Sources of OTHER Funding**

Source	Amount

**\*Object codes:**

115	IT Consultants (Benefitted)	243	Desktop Hardware maintenance	317	Computer Server Hardware (Replace)
116	IT Service Vendor (Benefitted)	256	Computer lease	329	Mainframe Hardware (Replace)
220	Minor software (<=500/unit)	310	PC Desktop Hardware (New)	330	PC Desktop Hardware (Replace)
223	PC Desktop supplies	312	Computer Software-Major (>\$500/unit)	465	IT Consultants (Non-Benefitted)
224	Mainframe Computer Supplies	313	Network Hardware (New)	466	IT Service Vendor (Non-Benefitted)
225	Contract Equipment Repairs	314	Network Hardware (Replace)	805	IT Training and Development
230	Software License and maintenance	315	Mainframe Hardware (New)		
231	Computer maintenance (non-desktop)	316	Computer Server Hardware (New)		

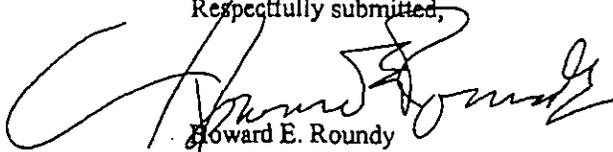
CONTACT PERSON:

Mr. Howard E. Roundy  
Information Technology Manager  
P.O. Box 503  
Concord, NH 03302-0503  
Telephone: (603) 271-3138  
Fax: (603) 271-3897  
Email: howard.roundy@oit.nh.gov

CERTIFICATION

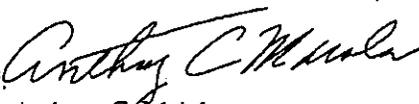
The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



Howard E. Roundy  
IT Manager  
Office of Information Technology

Approved by:



Anthony C. Maiola  
Chairman  
New Hampshire Liquor Commission