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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

March 8, 2017

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

Sole Source

Requested Action

Authorize the Department of Information Technology for the benefit of the Department of Safety to enter into a Sole Source contract extension to existing contract number 1013456, with MultiProcess Computer Corporation (MPCC), Vendor Number 174242 of Windham, NH, in the amount of \$50,000, for document imaging, support and maintenance services for Financial Responsibility (FR) Imaging System software, increasing the total contract from \$642,500 to \$692,500. The department wishes to extend the completion date of the contract from June 30, 2017 to June 30, 2018, effective upon Governor and Council approval. Source of funds: 100% Other Funds. The Agency Class 027 used by the Department of Safety to reimburse DoIT for this maintenance service is 100% Agency Income - Cost of Collections.

Funding is anticipated to be available in State Fiscal Year (SFY) 2018 upon availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances through the Budget Office if needed and justified.

Table with 4 columns: SFY, CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME -ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -OBJ (ACCOUNT) DESC, JOB #, AMOUNT. Row 1: 2018, 01-03-03-030010-76230000- DoIT for Safety 038-509038 Agency Application Software, 03230147, \$50,000. Row 2: Total, \$50,000.

Explanation

This is a sole source amendment with MPCC. MPCC is the owner of the licenses to the Financial Responsibility (FR) Imaging software and the sole provider of maintenance, enhancement, and support services of this complex FR Imaging system. The new DMV VISION system, which will replace the need for these licenses and support and maintenance, is expected to go live during the spring of 2017. The DMV needs at least one year to work with the new vendor to incorporate all the historical documents into the new system to allow seamless integration of older documents and the new DMV system.

The FR Imaging system stores manually indexed scanned documents electronically transmitted from the mainframe Motor Vehicle System on optical disk in "folders" indexed by driver license number and thus eliminating manual handling. Because the hardware and proprietary software are highly complex, the Department of Safety chose to seek commercial assistance for imaging software licenses, maintenance, enhancements and support for the FR Imaging system.

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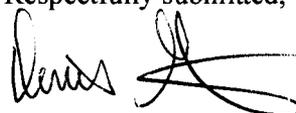
His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page 2

The original contract with MPCC was approved by Governor and Executive Council on June 21, 2006, Item #18B and it was subsequently renewed on December 18, 2008, Item #2; December 8, 2010, Item #17; December 19, 2012, Item #9; and December 16, 2015, Item #39B.

The Department of Information Technology for the benefit of Department of Safety requests approval of this contract amendment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish extending to the right.

Denis Goulet

DG/mh
Contract 2006-016E
RID 20025



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

March 15, 2017

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03301

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with MultiProcess Computer Corporation (MPCC), One Industrial Drive, Windham, NH 03087 as described below and referenced as DoIT No. 2006-016E.

This is a request to approve a sole source contract amendment with MPCC for document imaging software, and continued support and maintenance services for the Department of Safety's (DOS) Financial Responsibility Imaging System. The new DMV Vision system, expected to go live in spring of 2017, will replace the need for this software, and support and maintenance. The DOS needs at least one year of service to work with the new vendor to incorporate all the historical documents into the new DMV VISION system. The contact amendment includes funding for \$50,000, increasing the total amount from \$642,500 to \$692,500, effective on the date of Governor and Executive Council approval through June 30, 2018.

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

Sincerely,

Denis Goulet

DG/mh
Contract 2006-016
RID #20025

cc: Scott Hopkins, IT Lead- DOS, Department of Information Technology

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT E**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2006-016, on 6/21/06, Item #18B, amended on 12/18/08, Item #2, amended on 12/8/10 Item #17 and amended on 12/19/12, Item number 9, and further amended on 12/16/15, Item # 39 (herein after referred to as the "Agreement"), Multiprocess Computer Corporation (MPCC) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Safety, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17: *Amendment* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to extend the completion date of the contract from June 30, 2017 to June 30, 2018;

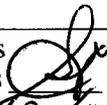
WHEREAS, the Department wishes to increase the total contract amount by \$50,000, from \$642,500 to \$692,500;

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

1. The Statement of Work is hereby amended as follows:
 - 1.1 Amend Section 1.6 of the Contract Agreement by extending the Contract completion date to June 30, 2018.
 - 1.2 Amend Section 1.8 of the Contract Agreement by increasing the Contract Price Limitation from \$642,500 to \$692,500.
2. Exhibit A: Contract Deliverables of the Agreement is hereby amended as follows:
 - 2.1 Amend Section 1.1 of Exhibit A of the Agreement by deleting the current Table 2.1E Amendment 1 MPCC Maintenance, Support and Enhancement Deliverables Schedule and replacing it with Table 2.1E Amendment 1 MPCC Maintenance, Support and Enhancement Deliverables Schedule as follows:

Table 2-1E - Amendment E MPCC Maintenance, Support, and Enhancement Deliverables Schedule

Table 2-1E – MPCC Maintenance, Support and Enhancements Deliverables Schedule			
Section Number	Maintenance and/or Support Activity, or Enhancement Deliverable	Deliverable Type	Delivery Date(s)

Initial all pages
Vendor Initials 
Date: 3/09/2017

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT E**

1.0	Fixed Price Maintenance/Support	Non Software	
1.g.	Fixed price maintenance including remedial maintenance, preventative maintenance reporting, updates, documentation and deficiency notification as defined in Contract SOW Section 14.	Non Software	7/1/2017 – 6/30/18
2.0	Software Enhancements		
2.0	Enhancements – Not to Exceed (Note: through Engineering Change Requests (ECRs))	Software	
2.g.	Enhancements and/or special software development requests will be managed through future ECR's provided by the State.	Software	7/1/2017 – 6/30/18
3.0	Software Maintenance and Support		
3.0	Software to be maintained per Section 1.0 above.	Hardware / Software	Quantity
3.5	MultiProcess Computer Corporation PARSCOLD V 01.00.00 COLD Parsing	Software	1
3.6	MultiProcess Computer Corporation FINDDRVR V 1.0.005 License Lookup	Software	1
3.7	Oracle Embedded License for Windows Version 10 G	Software	56 Seat Software License

3. Exhibit B: Price and Payment Schedule of the Agreement is hereby amended as follows:

3.1. Amend Section 1.1 of Exhibit B of the Agreement by replacing Paragraph 1.1 Not to Exceed with Paragraph 1.1A Not to Exceed as follows:

1.1 Not to Exceed

This Contract between the State of New Hampshire, Office of Information Technology and MultiProcess Computer Corporation (MPCC) is an agreement to provide a FR Document Imaging Software Solution and associated Services, including specific hardware, for a Not to Exceed (NTE) price of \$692,500. This Contract will allow MPCC to invoice the State for all charges by Department of Safety under this Contract for the FR Document Imaging Software Solution and associated Services in accordance with the schedule in Table 1-1A below:

Initial all pages
Vendor Initials 
Date: 3/9/2017

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT E**

3.2 Amend Section 1.1 of Exhibit B of the Agreement by deleting the current Table 1 and replacing it with Table 1.1E as follows:

Table 1.1E: Amendment E Cost Table

Description	SFY 2018 (7/1/2017- 6/30/2018)
1. Annual fixed price maintenance charge including remedial maintenance, preventative maintenance, reporting, updates, documentation and deficiency notification as defined in Contract SOW, Section 8 and Exhibits G and K. Supported items identified in Exhibit A, Table 2-1E MPCC Maintenance, Support, and Enhancement Deliverables Schedule.	\$40,000
2. Enhancement Deliverables	\$10,000
Annual Total (Not to Exceed):	\$50,000
Not to Exceed Total for 7/1/2017 – 6/30/18	
Grand Total	\$50,000

3.3 Amend Section 3 of Exhibit B of the Agreement by replacing Paragraph 3. Total Contract Price with Paragraph 3 Total Contract Price as follows:

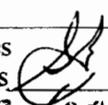
3. TOTAL CONTRACT PRICE

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments, for all extension periods, exceed \$692,500. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to MPCC, for all fees and expenses, of whatever nature, incurred by MPCC, in the performance hereof.

3.4 Amend Section 4 of Exhibit B of the Agreement by replacing Section 4 *Invoicing* Paragraph 1 with the following.

4. INVOICING

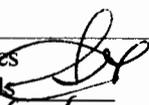
Invoicing for fixed price Deliverables shall be no more frequently than monthly. Invoices for software maintenance and time and materials shall be quarterly.

Initial all pages
Vendor Initials 
Date: 3/09/2017

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT E

Table 3 Contract 2006-016 – MPCC FR Document Imaging Enhancement and Maintenance Contract, Contract Amendment Descriptions

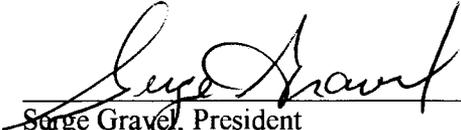
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	END DATE	CONTRACT AMOUNT
Contract #2006-016	Original Contract	June 21, 2006	December 31, 2008	297,500
Amendment # A	First Amendment (A)	January 1, 2009	December 31, 2010	\$0
Amendment # B	Second Amendment (B)	January 1, 2011	December 31, 2012	\$120,000
Amendment # C	Third Amendment (C)	January 1, 2013	December 31, 2015	\$150,000
Amendment # D	Fourth Amendment (D)	January 1, 2016	June 30, 2017	\$75,000
Amendment # E	Fifth Amendment (E)	July 1, 2017	June 30, 2018	\$50,000
	CONTRACT TOTAL			\$692,500

Initial all pages
Vendor Initials 
Date: 3/09/2017

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT E

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

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

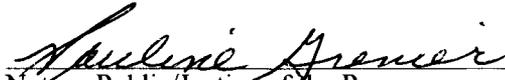

Serge Gravel, President
MultiProcess Computer Corporation

Date: 3/9/2017

Corporate Signature Notarized:
STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 09 day of MARCH, 2017, before me,
SERGE GRAVEL, the undersigned Officer PRESIDENT,
personally appeared and acknowledged her/himself to be the _____
of MULTIPROCESS COMPUTER CORPORATION 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
SERGE GRAVEL.

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


Notary Public/Justice of the Peace

My Commission Expires: OCT 19, 2019

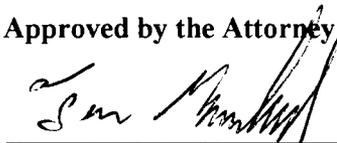
(SEAL)




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

Date: ~~3/9/2017~~
3/21/2017 DG

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


State of New Hampshire, Department of Justice

Date: 3/22/2017

Initial all pages
Vendor Initials SG
Date: 3/9/17



CERTIFICATE
(Corporation Without Seal)

I, James Bubnikowicz, do hereby represent and certify that:

- (1) I am the Corporate Secretary of MultiProcess Computer Corporation, a subchapter 'S' 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.
- (5) The signature of Serge Gravel, President of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.
- (7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as Corporate Secretary of MultiProcess Computer Corporation, March 9, 2017.


James Bubnikowicz, Corporate Secretary

STATE of New Hampshire

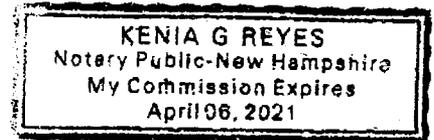
COUNTY of Hillsborough

On this the 9th day of March, 2017, before me, James Bubnikowicz, personally appeared and Acknowledged himself to be the Corporate Secretary of MultiProcess Computer Corporation, a New Hampshire Corporation, and that he, as such being authorized to do so, executed the foregoing instrument.

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


Notary Public/Justice of the Peace

My Commission Expires:

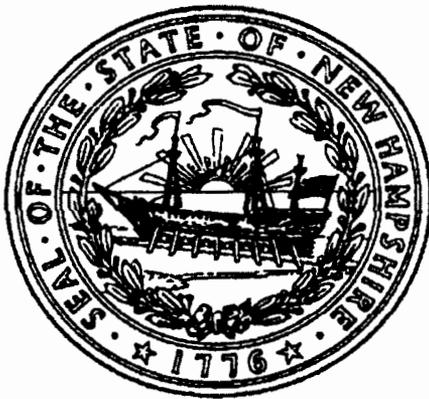


State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MULTIPROCESS COMPUTER CORPORATION is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 29, 1989. 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: **145691**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of February A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

MULTI-3 OP ID: PL

DATE (MM/DD/YYYY)
10/18/2016

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 Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 House	Phone: 603-424-9901 Fax: 866-848-1223	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED MultiProcess Computer Corp. PO Box 1020 One Industrial Drive Windham, NH 03087-1020	INSURER A: Sentinel Insurance Co Ltd		11000
	INSURER B: Hartford Accident & Indemnity		22357
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		04SBAIL6584	05/10/2016	05/10/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY		04SBAIL6584	05/10/2016	05/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	04SBAIL6584	05/10/2016	05/10/2017	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 3,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	04WECCQ4252	05/10/2016	05/10/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Patricia Le Blanc</i>
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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 19, 2015

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) for the benefit of the Department of Safety to implement a **SOLE SOURCE contract extension** to existing contract number 1013456, with MultiProcess Computer Corporation (MPCC), (Vendor Number 174242), of Windham, NH, increasing the total contract value by \$75,000, from \$567,500 to \$642,500 for Financial Responsibility (FR) Imaging System software maintenance, from December 31, 2015 through June 30, 2017 upon approval of Governor and Council.

Funds are available in the following accounts for Fiscal Years (FYs) 2016, and 2017 as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. This amendment is funded with **100% Other Funds. The Agency Class 027 used by the Department of Safety to reimburse DoIT for this maintenance service is 100% Highway Funds.**

	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT
FY	CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC		
2016	01-03-03-030010-76230000- DoIT- IT for DOS 038-509038- Software Maintenance	03230091	\$ 25,000
2017	01-03-03-030010-76230000- DoIT- IT for DOS 038-509038- Software Maintenance	03230091	\$50,000
		TOTAL	\$ 75,000

EXPLANATION

The original contract was approved by Governor and Executive Council on June 21, 2006, Item # 18B and it was subsequently renewed on December 18, 2008, Item #2, December 8, 2010, Item # 17, and on December 19, 2012, Item #9. This contract is **SOLE SOURCE** because the Department of Safety wishes to extend the existing contract for one and a half years at which time the function will be taken over by the DMV VISION project.

Her Excellency, Governor Margaret Hassan
and the Honorable Council
November 19, 2015
Page 2

MultiProcess Computer Corporation is the owner of the licenses to the FR Imaging software and the sole provider of maintenance, enhancement, and support services of this complex FR Imaging system. MultiProcess Computer Corporation has worked closely with the Department of Safety to complete coding to meet the needs of Financial Responsibility (FR) staff and has continued to make significant enhancements to the original system, including the development of a direct interface to the driver's license mainframe system. This close partnership between MultiProcess Computer Corporation and the State has paid off by providing significant automated capabilities and productivity improvements.

Prior to the 1998 introduction of the FR Document Imaging System, the case records of individuals with problematic driving records were manually stored in file folders and filed in racks for subsequent retrieval and archival storage. This consumed costly floor space, was labor intensive and often resulted in files being misplaced and thus not available when required for critical activities, such as a hearing to suspend a driver's privilege to operate a motor vehicle. The FR Imaging System stores manually indexed scanned documents electronically transmitted from the mainframe Motor Vehicle System on optical disk in "folders" indexed by driver license number and thus eliminating the aforementioned problems. Because the hardware and proprietary software are highly complex, the Department of Safety chooses to seek commercial assistance for imaging software licenses, maintenance, enhancements and support for the FR Imaging system.

Attached is the approval letter from the Department of Information Technology for this amendment. The Department of Information Technology respectfully requests approval of this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Denis Goulet', with a stylized flourish at the end.

Denis Goulet

DG/dcp
Contract 2006-016D
RID #17641



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
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Denis Goulet
Commissioner

November 19, 2015

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03301

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with MultiProcess Computer Corporation (MPCC), One Industrial Drive, Windham, NH 03087 as described below and referenced as DoIT No. 2006-016D.

This is a request to approve a contract amendment with MPCC to maintain and support the Department of Safety Financial Responsibility Imaging System. The FR Imaging system stores manually indexed scanned documents electronically transmitted from the mainframe Motor Vehicle System on optical disk in "folders" indexed by driver license number. The contract amendment includes funding for \$75,000, increasing the total amount from \$567,500 to \$642,500, effective on the date of Governor and Council approval through June 30, 2016.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/dcp
Contract 2006-016D
RID #17641

cc: Bart Bronson, IT Lead - DOS, Department of Information Technology
David Perry, IT Manager - BFA/Contracts, Department of Information Technology

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT D**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2006-016, on 6/21/06, Item #18B, amended on 12/18/08, Item #2, amended on 12/8/10 Item #17 and Amended on 12/19/12, Item number 9 (herein after referred to as the "Agreement"), Multiprocess Computer Corporation (MPCC) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Safety, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17: *Amendment* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to extend the completion date of the contract to June 30, 2017.

WHEREAS, the Department wishes to increase the total contract amount by \$75,000, from \$567,500 to \$642,500.

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

1. The Statement of Work is hereby amended as follows:

1.1 Amend Section 1.6 of the Contract Agreement by changing the Contract ending date to June 30, 2017.

1.2 Amend Section 1.8 of the Contract Agreement by changing the Contract Price Limitation from \$567,500 to \$642,500.

2. Exhibit A: Contract Deliverables of the Agreement is hereby amended as follows:

2.1 Amend Section 1.1 of Exhibit A of the Agreement by deleting the current Table 2.1C Amendment 1 MPCC Maintenance, Support and Enhancement Deliverables Schedule and replacing it with Table 2.1D Amendment 1 MPCC Maintenance, Support and Enhancement Deliverables Schedule as follows:

Table 2-1D - Amendment D MPCC Maintenance, Support, and Enhancement Deliverables Schedule

Table 2-1C – MPCC Maintenance, Support and Enhancements Deliverables Schedule			
Section Number	Maintenance and/or Support Activity, or Enhancement Deliverable	Deliverable Type	Delivery Date(s)
1.0	Fixed Price Maintenance/Support	Non Software	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT D**

1.g.	Fixed price maintenance including remedial maintenance, preventative maintenance reporting, updates, documentation and deficiency notification as defined in Contract SOW Section 14.	Non Software	1/1/2016-6/30/2017
2.0	Software Enhancements		
2.0	Enhancements – Not to Exceed (Note: through Engineering Change Requests (ECRs))	Software	
2.g.	Enhancements and/or special software development requests will be managed through future ECR's provided by the State.	Software	1/1/2015-6/30/2017
3.0	Software Maintenance and Support		
3.0	Software to be maintained per Section 1.0 above.	Hardware / Software	Quantity
3.5	MultiProcess Computer Corporation PARSCOLD V 01.00.00 COLD Parsing	Software	1
3.6	MultiProcess Computer Corporation FINDDRVR V 1.0.005 License Lookup	Software	1
3.7	Oracle Embedded License for Windows Version 10 G	Software	56 Seat Software License

3. Exhibit B: Price and Payment Schedule of the Agreement is hereby amended as follows:

3.1. Amend Section 1.1 of Exhibit B of the Agreement by replacing Paragraph 1.1 Not To Exceed with Paragraph 1.1A Not To Exceed as follows:

1.1 Not to Exceed

This Contract between the State of New Hampshire, Office of Information Technology and MultiProcess Computer Corporation (MPCC) is an agreement to provide a FR Document Imaging Software Solution and associated Services, including specific hardware, for a Not to Exceed (NTE) price of \$642,500. This Contract will allow MPCC to invoice the State for all charges by Department of Safety under this Contract for the FR Document Imaging Software Solution and associated Services in accord with the schedule in Table 1-1A below:

3.2 Amend Section 1.1 of Exhibit B of the Agreement by deleting the current Table 1 and replacing it with Table 1.1D as follows:

Initial all pages
Vendor Initials 

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
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CONTRACT AMENDMENT D

Table 1.1D: Amendment D Cost Table

Description	SFY 2016 (1/1/2016- 6/30/2016)	SFY 2017 (7/1/2016- 6/30/2017)
1. Annual fixed price maintenance charge including remedial maintenance, preventative maintenance, reporting, updates, documentation and deficiency notification as defined in Contract SOW, Section 8 and Exhibits G and K. Supported items identified in Exhibit A, Table 2-1D MPCC Maintenance, Support, and Enhancement Deliverables Schedule.	\$21,840	\$43,680
2. Enhancement Deliverables	\$3,160	\$6,320
Annual Total (Not to Exceed):	\$25,000	\$50,000
Not to Exceed Total for 1/1/2016-6/30/2017		
Grand Total		\$75,000

3.3 Amend Section 3 of Exhibit B of the Agreement by replacing Paragraph 3. Total Contract Price with Paragraph 3 Total Contract Price as follows:

3. TOTAL CONTRACT PRICE

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments, for all extension periods, exceed \$642,500. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to MPCC, for all fees and expenses, of whatever nature, incurred by MPCC, in the performance hereof.

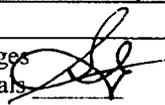
3.4 Amend Section 4 of Exhibit B of the Agreement by replacing Section 4 *Invoicing* Paragraph 1. With the following.

4. INVOICING

Invoicing for fixed price Deliverables shall be no more frequently than monthly. Invoices for software maintenance and time and materials shall be quarterly.

Table 3 Contract 2006-016 – MPCC FR Document Imaging Enhancement and Maintenance Contract, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	END DATE	CONTRACT AMOUNT

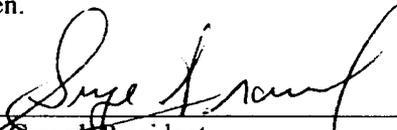
Initial all pages
Vendor Initials 

**STATE OF NEW HAMPSHIRE
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MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
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CONTRACT AMENDMENT D**

Contract #2009-016	Original Contract	June 21, 2006	December 31, 2008	297,500
Amendment # A	First Amendment (A)	January 1, 2009	December 31, 2010	\$0
Amendment # B	Second Amendment (B)	January 1, 2011	December 31, 2012	\$120,000
Amendment # C	Third Amendment (C)	January 1, 2013	December 31, 2015	\$150,000
Amendment # D	Fourth Amendment	January 1, 2016	June 30, 2017	\$75,000
CONTRACT TOTAL				\$642,500

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.



 Serge Gravel, President
 MultiProcess Computer Corporation

Date: 11/5/2015

Corporate Signature Notarized:
 STATE OF New Hampshire
 COUNTY OF Merrimack

On this the 5th day of November, 2015, before me,
Serge Gravel, the undersigned Officer,
 personally appeared and acknowledged her/himself to be the President
 of MultiProcess Computer Corp., 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
Serge Gravel.

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

Initial all pages
 Vendor Initials SG

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT D

Patricia T. Bernard

Notary Public/Justice of the Peace

PATRICIA T. BERNARD
★ JUSTICE OF THE PEACE - NEW HAMPSHIRE ★
My Commission Expires October 26, 2016

My Commission Expires:

(SEAL)

Denis Goulet

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

Date: 11/24/2015

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

Jonathan M. Sargent
State of New Hampshire, Department of Justice

Date: 11/25/15



CERTIFICATE
(Corporation Without Seal)

I, James Bubnikowicz, do hereby represent and certify that:

- (1) I am the Corporate Secretary of MultiProcess Computer Corporation, a subchapter 'S' 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.
- (5) The signature of Serge Gravel, President of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.
- (7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as Corporate Secretary of MultiProcess Computer Corporation, November 23, 2015.

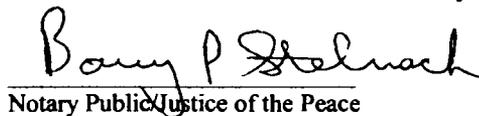

James Bubnikowicz, Corporate Secretary

STATE of New Hampshire

COUNTY of ~~Hillsborough~~ Rockingham

On this the 23 day of November, 2015, before me, James Bubnikowicz, personally appeared and Acknowledged himself to be the Corporate Secretary of MultiProcess Computer Corporation, a New Hampshire Corporation, and that he, as such being authorized to do so, executed the foregoing instrument.

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

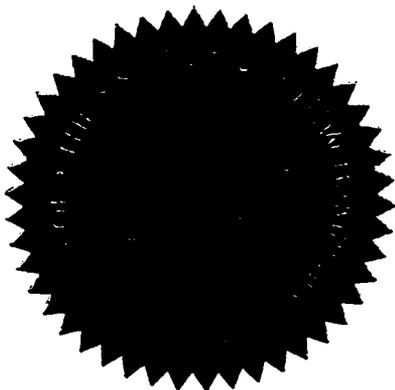

Notary Public Justice of the Peace

My Commission Expires: 5/23/2019 BARRY P. STELMACK, Notary Public
My Commission Expires May 23, 2019

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 MULTIPROCESS COMPUTER CORPORATION is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on September 29, 1989. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



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 October, A.D. 2015

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

MULTI-3 OP ID: SV

DATE (MM/DD/YYYY)
10/23/2015

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 Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 House	Phone: 603-424-9901 Fax: 866-848-1223	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Multiprocess Computer Corp, Inc. PO Box 1020 One Industrial Drive Windham, NH 03087-1020		INSURER(S) AFFORDING COVERAGE
		INSURER A : Sentinel Ins Co Ltd
		INSURER B : Hartford Accident & Indemnity
		INSURER C :
		INSURER D :
		INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			04SBAIL6584	05/10/2015	05/10/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			04SBAIL6584	05/10/2016	05/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	04SBAIL6584	05/10/2015	05/10/2016	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			04WECCQ4252	05/10/2015	05/10/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER Department of Information Technology 27 Hazen Drive Concord, NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



12:00 PM 11/26/12

9

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

Peter C. Hastings
 Acting Commissioner

November 26, 2012

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

Sole Source

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) for the benefit of the Department of Safety to implement a **SOLE SOURCE** contract extension to existing contract number 1013456, with MultiProcess Computer Corporation (MPCC), Vendor Number 174242, of Windham, NH, increasing the total contract value by \$150,000, from \$417,500 to \$567,500 for Financial Responsibility (FR) Imaging System software maintenance, from December 31, 2012 through December 31, 2015 upon approval of Governor and Council.

Funds are available in the following accounts for Fiscal Years (FYs) 2013, 2014, 2015 and 2016 as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified subject to approval of the future biennial budget. This amendment is funded with **100% Other Funds**. The Agency Class 027 used by the Department of Safety to reimburse DoIT for this maintenance service is **100% Highway Funds**.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT
	CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC		
2013	01-03-03-030010-76230000- DoIT- IT for DOS 038-509038- Software Maintenance	03230002	\$ 25,000
2014	01-03-03-030010-76230000- DoIT- IT for DOS 038-509038- Software Maintenance	03230002	\$50,000
2015	01-03-03-030010-76230000- DoIT- IT for DOS 038-509038- Software Maintenance	03230002	\$ 50,000
2016	01-03-03-030010-76230000- DoIT- IT for DOS 038-509038- Software Maintenance	03230002	\$ 25,000
		TOTAL	\$ 150,000

His Excellency, Governor John H. Lynch
and the Honorable Council
November 26, 2012
Page 2

EXPLANATION

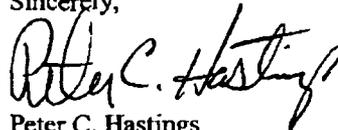
The original contract was approved by Governor and Council on June 21, 2006, Item # 18B and it was subsequently renewed on December 18, 2008, Item #2 and December 8, 2010, Item number 17, each time for a reduced maintenance cost. The contract maintenance rate for this amendment is 11.3% lower than the previous year. This contract is **SOLE SOURCE** because the Department of Safety wishes to extend the existing contract for three years and then rebid the contract to coincide with the VISION Project implementation. This Department of Safety, Division of Motor Vehicles (DOS DMV) project will entail rewriting and rehosting the entire DMV legacy system and the FR Imaging Software must be compatible with it or integrated into it. If Safety reprocures and rebuilds the FR system now, it might have to be changed within a year or two of becoming operational. This would likely cause very significant extra time and expense.

MultiProcess Computer Corporation is the owner of the licenses to the FR Imaging software and the sole provider of maintenance, enhancement, and support services of this complex FR Imaging system. MultiProcess Computer Corporation has worked closely with the Department of Safety to complete coding to meet the needs of Financial Responsibility (FR) staff and has continued to make significant enhancements to the original system, including the development of a direct interface to the driver's license mainframe system. This close partnership between MultiProcess Computer Corporation and the State has paid off by providing significant automated capabilities and productivity improvements.

Prior to the 1998 introduction of the FR Document Imaging System, the case records of individuals with problematic driving records were manually stored in file folders and filed in racks for subsequent retrieval and archival. This consumed costly floor space, was labor intensive and often resulted in files being misplaced and thus not available when required for critical activities, such as a hearing to suspend a driver's privilege to operate a motor vehicle. The FR Imaging System stores manually indexed scanned documents electronically transmitted from the mainframe Motor Vehicle System on optical disk in "folders" indexed by driver license number and thus eliminating the aforementioned problems. Because the hardware and proprietary software are highly complex, the Department of Safety chooses to seek commercial assistance for imaging software licenses, maintenance, enhancements and support for the FR Imaging system. **The Agency Class 027 used by DOS to reimburse DoIT for this maintenance service is 100% Highway Funds.**

Attached is the approval letter from the Department of Information Technology for this amendment to Contract 1013456. The Department of Information Technology respectfully requests approval of this request.

Sincerely,



Peter C. Hastings
Acting Commissioner

PCH/dcp
2006-016C
RID 13131



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

Peter C. Hastings
Acting Commissioner

November 26, 2012

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03301

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with MultiProcess Computer Corporation (MPCC), One Industrial Drive, Windham, NH 03087 as described below and referenced as OIT No. 2006-016C.

This is a request to approve a contract amendment with MPCC to maintain and support the Department of Safety Financial Responsibility Imaging System. The FR Imaging system stores manually indexed scanned documents electronically transmitted from the mainframe Motor Vehicle System on optical disk in "folders" indexed by driver license number. This system replaced a labor intensive, mistake prone system that consumed a large amount of floor space to store case records of individuals with problematic driving records. The contract value is being increased by \$150,000 from \$417,500 to \$567,500 and the contract end date is being extended from December 31, 2012 to December 31, 2015.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Peter C. Hastings".

Peter C. Hastings

PH/dcp
RID #13131

cc: Brian Lumbert, IT Manager - DOS, Department of Information Technology
David Perry, IT Manager - BFA/Contracts, Department of Information Technology

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT C**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2006-016, on 6/21/06, Item #18B, and amended on 12/18/08, Item #2, and amended on 12/8/10 Item #17 (herein after referred to as the "Agreement"), Multiprocess Computer Corporation (MPCC) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Safety, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17: *Amendment* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to extend the completion date of the contract to December 31, 2015.

WHEREAS, the Department wishes to increase the total contract amount by \$150,000, from \$417,500 to \$567,500.

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

1. The Statement of Work is hereby amended as follows:

1.1 Amend Section 1.6 of the Contract Agreement by changing the Contract ending date to December 31, 2015.

1.2 Amend Section 1.8 of the Contract Agreement by changing the Contract Price Limitation from \$417,500 to \$567,500.

2. Exhibit A: Contract Deliverables of the Agreement is hereby amended as follows:

2.1 Amend Section 1.1 of Exhibit A of the Agreement by deleting the current Table 2.1B Amendment 1 MPCC Maintenance, Support and Enhancement Deliverables Schedule and replacing it with Table 2.1C Amendment 1 MPCC Maintenance, Support and Enhancement Deliverables Schedule as follows:

Table 2-1C - Amendment C MPCC Maintenance, Support, and Enhancement Deliverables Schedule

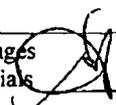
Table 2-1C – MPCC Maintenance, Support and Enhancements Deliverables Schedule			
Section Number	Maintenance and/or Support Activity, or Enhancement Deliverable	Deliverable Type	Delivery Date(s)
1.0	Annual Fixed Price Maintenance/Support	Non Software	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT C**

1.f.	Annual fixed price maintenance including remedial maintenance, preventative maintenance, and replacement of obsolete/not repairable hardware, reporting, updates, documentation and deficiency notification as defined in Contract SOW Section 14.	Non Software	CY 2013 1/1/2013- 12/31/2015
2.0	Software Enhancements		
2.0	Enhancements – Not to Exceed (Note: through Engineering Change Requests (ECRs))	Software	
2.f.	<i>Enhancements will be managed through future ECR's provided by the State.</i>	Software	CY 2013 1/1/2013- 12/31/2015
3.0	Software and Hardware Maintenance and Support		
3.0	Hardware and Software to be maintained per Section 1.0 above.	Hardware / Software	Quantity
3.1	Canon DR-2580C Scanners (Serial Numbers DG320094, DG320103, DG320105, DG320110, DG320691, and DG321144)	Hardware	6
3.2	Canon DR-3080CII Scanners (Serial Numbers (DF320327, DF320329, DF320335, and DF320471)	Hardware	4
3.3	Cannon DR-4010C Scanner (Serial Number DW303134)	Hardware	1
3.4	Cannon M18083 Flatbed Unit (Serial Numbers DNA03493 and DNA 03761)	Hardware	1
3.5	MultiProcess Computer Corporation PARSCOLD V 01.00.00 COLD Parsing	Software	1
3.6	MultiProcess Computer Corporation FINDDRVR V 1.0.005 License Lookup	Software	1
3.7	Oracle Imbedded License for Windows Version 8.1.5.0.4 B	Software	56 Seat Software License

3. Exhibit B: Price and Payment Schedule of the Agreement is hereby amended as follows:

Initial all pages
Vendor Initials



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT C**

3.1. Amend Section 1.1 of Exhibit B of the Agreement by replacing Paragraph 1.1 Not To Exceed with Paragraph 1.1A Not To Exceed as follows:

1.1 Not to Exceed

This Contract between the State of New Hampshire, Office of Information Technology and MultiProcess Computer Corporation (MPCC) is an agreement to provide a FR Document Imaging Software Solution and associated Services, including specific hardware, for a Not to Exceed (NTE) price of \$567,500. This Contract will allow MPCC to invoice the State for all charges by Department of Safety under this Contract for the FR Document Imaging Software Solution and associated Services in accord with the schedule in Table 1-1A below:

3.2 Amend Section 1.1 of Exhibit B of the Agreement by deleting the current Table 1. and replacing it with Table 1.1A as follows:

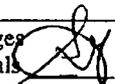
Table 1.1A: Amendment C Cost Table

Description	CY 2013 (1/1/2013- 12/31/2013)	CY 2014 (1/1/2014- 12/31/2014)	CY 2015 (1/1/2015- 12/31/2015)
1. Annual fixed price maintenance charge including remedial maintenance, preventative maintenance, replacement of obsolete/not repairable hardware, reporting, updates, documentation and deficiency notification as defined in Contract SOW, Section 8 and Exhibits G and K. Supported items identified in Exhibit A, Table 2-1 MPCC Maintenance, Support, and Enhancement Deliverables Schedule.	\$43,680 (includes Scanners and Software)	\$43,680 (includes Scanners and Software)	\$43,680 (includes Scanners and Software)
2. Enhancement Deliverables Amounts	\$6,320	\$6,320	\$6,320
Annual Total (Not to Exceed):	\$50,000	\$50,000	\$50,000
Not to Exceed Total for CYs 2013 - 2015			
Grand Total			\$150,000

3.3 Amend Section 3 of Exhibit B of the Agreement by replacing Paragraph 3. Total Contract Price with Paragraph 3 Total Contract Price as follows:

1.2 3. TOTAL CONTRACT PRICE

1.3 Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments, for all extension periods, exceed \$567,500. The payment by the State of the total Contract price shall be the only, and the

Initial all pages
Vendor Initials 

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT C

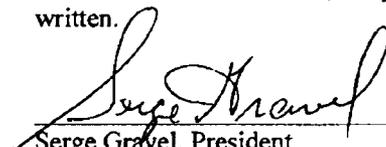
complete reimbursement to MPCC, for all fees and expenses, of whatever nature, incurred by MPCC, in the performance hereof.

Table 3 Contract 2006-016 – MPCC FR Document Imaging Enhancement and Maintenance Contract, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	END DATE	CONTRACT AMOUNT
Contract #2009-016	Original Contract	June 21, 2006	December 31, 2008	297,500
Amendment # A	First Amendment (A)	January 1, 2009	December 31, 2010	\$0
Amendment # B	Second Amendment (B)	January 1, 2011	December 31, 2012	\$120,000
Amendment # C	Third Amendment (C)	January 1, 2013	December 31, 2015	\$150,000
	CONTRACT TOTAL			\$567,500

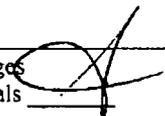
Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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


Serge Gravel, President
Multiprocess Computer Corporation

Date: 11/9/2012

Corporate Signature Notarized:
STATE OF New Hampshire
COUNTY OF Merrimack

Initial all pages
Vendor Initials 

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT C

On this the 9th day of November, 2012, before me,
Serge Gravel, the undersigned Officer N/A,
personally appeared and acknowledged her/himself to be the President,
of Multipress Computer Corp., a corporation, and that she/he, as such
President 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
President.

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

Lynn Dubey
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)



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

Date: 11/26/12

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

[Signature]
State of New Hampshire, Department of Justice

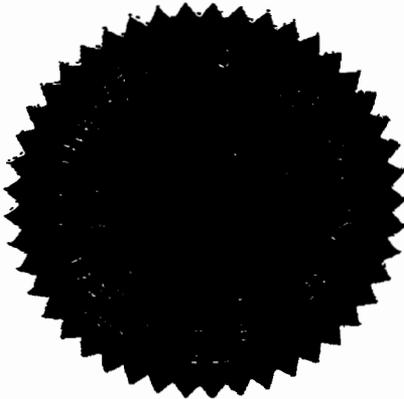
Date: 11/29/12

Initial all pages
Vendor Initials [Signature]

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 MULTIPROCESS COMPUTER CORPORATION is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on September 29, 1989. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



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 November, A.D. 2012

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

William M. Gardner
Secretary of State



CERTIFICATE
(Corporation Without Seal)

I, James Bubnikowicz, do hereby represent and certify that:

- (1) I am the Corporate Secretary of MultiProcess Computer Corporation, a subchapter 'S' 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.
- (5) The signature of Serge Gravel, President of this Corporation affixed to any contract instrument of 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.
- (7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as Corporate Secretary of MultiProcess Computer Corporation, November 9, 2012.

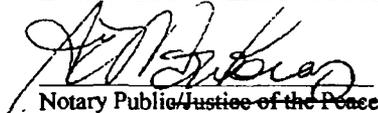

James Bubnikowicz, Corporate Secretary

STATE of New Hampshire

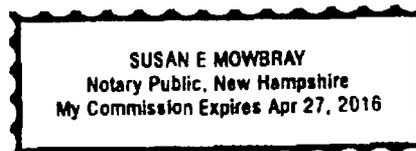
COUNTY of Hillsborough

On this the 9 day of November, 2012, before me, James Bubnikowicz, personally appeared and Acknowledged himself to be the Corporate Secretary of MultiProcess Computer Corporation, a New Hampshire Corporation, and that he, as such being authorized to do so, executed the foregoing instrument.

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


Notary Public/Justice of the Peace

My Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

MULTI-3 OP ID: MS

DATE (MM/DD/YYYY)
12/04/12

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 Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 Mark Cote	603-424-9901	CONTACT NAME: PHONE (A/C, No, Ext):	FAX (A/C, No):
	603-424-3203	E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Fire Ins Co Of Hartfo	
		INSURER B: Am Casualty Co Of Reading Pa	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Multiprocess Computer Corp Inc PO Box 1020 One Industrial Drive Windham, NH 03087-1020

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC		5085072748	05/10/12	05/10/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5085072746	05/10/12	05/10/13	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10000		5085073427	05/10/12	05/10/13	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
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 N	5085072777	05/10/12	05/10/13	<input checked="" type="checkbox"/> WC STATU TORY LIMITS <input type="checkbox"/> OTH-EP 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Department of Information Technology 27 Hazen Drive Concord, NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael Sullivan</i>
--	---

8,994-0102
10810



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

Amendment B

G+C 12/8/10
17

Peter C. Hastings
Interim Commissioner

November 23, 2010

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) for the benefit of the Department of Safety to exercise a **SOLE SOURCE** contract renewal to existing contract number 152215-09, with MultiProcess Computer Corporation (MPCC), Vendor Number 174242, of Windham, NH, increasing the total contract value by \$120,000, from \$297,500 to \$417,500 for Financial Responsibility (FR) Imaging System software maintenance, from January 1, 2011 through December 31, 2012. The original contract was approved by Governor and Council on June 21, 2006, Item # 18B.

Funds are available in the following accounts for Fiscal Years (FY's) 2011, 2012 and 2013. This amendment is funded with 100% Other Funds. The Agency Class 027 used by the Department of Safety to reimburse DoIT for this maintenance service is 100% Highway Funds.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT
	CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC		
2011	01-03-03-030010-76230000- DoIT- IT for DOS038- 509038- Software Maintenance	03230002	\$ 30,000
2012	01-03-03-030010-76230000- DoIT- IT for DOS 038-509038- Software Maintenance	03230002	\$60,000
2013	01-03-03-030010-76230000- DoIT- IT for DOS 038-509038- Software Maintenance	03230002	\$ 30,000
		TOTAL	\$ 120,000

EXPLANATION

This contract is **SOLE SOURCE** because the Department of Safety wishes to extend the existing contract for two years and then rebid the contract to coincide with the **VISION Project** implementation. This Department of Safety Division of Motor Vehicles (DOS DMV) project will entail rewriting and rehosting the entire DMV legacy system and the FR Imaging Software must be compatible with it.

His Excellency, Governor John H. Lynch
and the Honorable Council
November 23, 2010
Page 2

MultiProcess Computer Corporation is the owner of the licenses to the FR Imaging software and the sole provider of maintenance, enhancement, and support services of this complex FR Imaging system. MultiProcess Computer Corporation has worked closely with the Department of Safety to complete coding to meet the needs of Financial Responsibility (FR) staff and has continued to make significant enhancements to the original system, including the development of a direct interface to the driver's license mainframe system. This close partnership between MultiProcess Computer Corporation and the State has paid off by providing significant automated capabilities and productivity improvements.

Prior to the 1998 introduction of the FR Document Imaging System, the case records of individuals with problematic driving records were manually stored in file folders and filed in racks for subsequent retrieval and archival. This consumed costly floor space, was labor intensive and often resulted in files being misplaced and thus not available when required for critical activities, such as a hearing to suspend a driver's privilege to operate a motor vehicle. The FR Imaging System stores manually indexed scanned documents electronically transmitted from the mainframe Motor Vehicle System on optical disk in "folders" indexed by driver license number and thus eliminating the aforementioned problems. Because the hardware and proprietary software are highly complex, the Department of Safety chooses to seek commercial assistance for imaging software licenses, maintenance, enhancements and support for the FR Imaging system. **The Agency Class 027 used by DOS to reimburse DoIT for this maintenance service is 100% Highway Funds.**

Attached is the approval letter from the Department of Information Technology for this Contract Amendment #2006-016B. The Department of Information Technology respectfully requests approval of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter C. Hastings". The signature is written in a cursive style with a large, sweeping flourish at the end.

Peter C. Hastings

PCH/dcp
2006-016B
RID 10810



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/dot

Peter C. Hastings
Interim Commissioner

November 17, 2010

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03301

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with MultiProcess Computer Corporation (MPCC), One Industrial Drive, Windham, NH 03087 as described below and referenced as OJT No. 2006-016B.

This is a request to approve a contract amendment with MPCC to Maintain and Support the Department of Safety Financial Responsibility Imaging System. The FR Imaging system stores manually indexed scanned documents electronically transmitted from the mainframe Motor Vehicle System on optical disk in "folders" indexed by driver license number. This system replaced a labor intensive, mistake prone system that consumed a large amount of floor space to store case records of individuals with problematic driving records. The contract value is being increased by \$120,000 from \$297,500 to \$417,500 and the contract end date is being extended from December 31, 2011 to December 31, 2012.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Peter C. Hastings".

Peter C. Hastings

PH/dcp
RID #10810

cc: Brian Lambert IT Manager - DOS, Department of Information Technology
David Perry, IT Manager - BFA/Contracts, Department of Information Technology

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT B

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2006-016, on 6/21/06, Item #18B, and amended on 12/18/08, Item #2 (herein after referred to as the "Agreement"), Multiprocess Computer Corporation (MPCC) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Safety, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17: *Amendment* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to extend the completion date of the contract to December 31, 2012.

WHEREAS, the Department wishes to increase the total contract amount by \$120,000, from \$297,500 to \$417,500.

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

1. The Statement of Work is hereby amended as follows:

1.1 Amend Section 1.6 of the Contract Agreement by changing the Contract ending date to December 31, 2012.

1.2 Amend Section 1.8 of the Contract Agreement by changing the Contract Price Limitation from \$297,500 to \$417,500.

2. Exhibit A: Contract Deliverables of the Agreement is hereby amended as follows:

2.1 Amend Section 1.1 of Exhibit A of the Agreement by deleting the current Table 2.1 *MPCC Maintenance, Support and Enhancement Deliverables Schedule* and replacing it with Table 2.1A *Amendment 1 MPCC Maintenance, Support and Enhancement Deliverables Schedule* as follows:

Table 2-1A - Amendment 1 MPCC Maintenance, Support, and Enhancement Deliverables Schedule

Table 2-1 - MPCC Maintenance, Support and Enhancements Deliverables Schedule			
Section Number	Maintenance and/or Support Activity, or Enhancement Deliverable	Deliverable Type	Delivery Date(s)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT B

1.0	Annual Fixed Price Maintenance/Support	Non Software	
1.f.	Annual fixed price maintenance including remedial maintenance, preventative maintenance, and replacement of obsolete/not repairable hardware, reporting, updates, documentation and deficiency notification as defined in Contract SOW Section 14.	Non Software	CY 2011 1/1/2011- 12/31/2012
2.0	Software Enhancements		
2.0	Enhancements – Not to Exceed (Note: through Engineering Change Requests (ECRs))	Software	
2.f.	Enhancements will be managed through future ECR's provided by the State.	Software	CY 2011 1/1/2011- 12/31/2012
3.0	Software and Hardware Maintenance and Support		
3.0	Hardware and Software to be maintained per Section 1.0 above.	Hardware / Software	Quantity
3.1	Canon DR-3080 Scanners (Serial Numbers DF320327 DF320329 DF320335 DF320471)	Hardware	4
3.2	Canon DR-2580 Scanners (Serial Numbers (DF320327 DF320329 DF320335 DF320471)	Hardware	4
3.3	Cannon DR-4010 CII Scanner w/Scanning ISIS Drivers (Serial Number CW303134)	Hardware	1
3.4	Fujitsu 4120C2 Scanners (Serial Number 101568)	Hardware	1
3.5	MultiProcess Computer Corporation PARSCOLD V 01.00.00 COLD Parsing	Software	1
3.6	MultiProcess Computer Corporation FINDDRVR V 1.0.005 License Lookup	Software	1
3.7	Oracle Imbedded License for Windows Version 8.1.5.0.4 B	Software	56 Seat Software License

3. Exhibit B: Price and Payment Schedule of the Agreement is hereby amended as follows:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT B

3.1. Amend Section 1.1 of Exhibit B of the Agreement by replacing Paragraph 1.1 Not To Exceed with Paragraph 1.1A Not To Exceed as follows:

1.1 Not to Exceed

This Contract between the State of New Hampshire, Office of Information Technology and MultiProcess Computer Corporation (MPCC) is an agreement to provide a FR Document Imaging Software Solution and associated Services, including specific hardware, for a Not to Exceed (NTE) price of \$417,500. This Contract will allow MPCC to invoice the State for all charges by Department of Safety under this Contract for the FR Document Imaging Software Solution and associated Services in accord with the schedule in Table 1.1A below:

3.2 Amend Section 1.1 of Exhibit B of the Agreement by deleting the current Table 1 and replacing it with Table 1.1A as follows:

Table 1.1A: Amendment B Cost Table

Description	CY 2011 (1/1/2011- 12/31/2011)	CY 2012 (1/1/2012- 12/31/2012)
1. Annual fixed price maintenance charge including remedial maintenance, preventative maintenance, replacement of obsolete/not repairable hardware, reporting, updates, documentation and deficiency notification as defined in Contract SOW, Section 8 and Exhibits G and K. Supported items identified in Exhibit A, Table 2-1 MPCC Maintenance, Support, and Enhancement Deliverables Schedule.	\$49,280 (includes Scanners and Software)	\$49,280 (includes Scanners and Software)
2. Enhancement Deliverables Amounts	\$10,720	\$10,720
Annual Total (Not to Exceed):	\$60,000	\$60,000
Not to Exceed Total for CYs 2011- 2012		
Grand Total		\$120,000

3.3 Amend Section 3 of Exhibit B of the Agreement by replacing Paragraph 3. Total Contract Price with Paragraph 3 Total Contract Price as follows:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT B

1.2 3. TOTAL CONTRACT PRICE

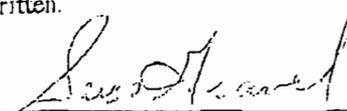
1.3 Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments, for all extension periods, exceed \$417,500. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to MPCC, for all fees and expenses, of whatever nature, incurred by MPCC, in the performance hereof.

Table 3 Contract 2006-016 – MPCC FR Document Imaging Enhancement and Maintenance Contract, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	END DATE	CONTRACT AMOUNT
Contract #2009-016	Original Contract	June 21, 2006	December 31, 2008	297,500
Amendment # A	First Amendment (A)	January 1, 2009	December 31, 2010	\$0
Amendment # B	First Amendment (B)	January 1, 2011	December 31, 2012	\$120,000
	CONTRACT TOTAL			\$417,500

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.



Serge Gravel, President
Multiprocess Computer Corporation

Date: Nov 14, 2010

Corporate Signature Notarized:
STATE OF New Hampshire
COUNTY OF Hillsborough

NANCY F. BEAUDET, Notary Public
My Commission Expires May 12, 2015

Initial all pages
Vendor Initials ST



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-223-5703 1-800-852-3345
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Amendment A

Approved
G+C 12/18/2008
Item = 2

Richard C. Bailey, Jr.
Chief Information Officer

December 4, 2008

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) for the benefit of the Department of Safety to amend existing contract number 152215-09 with MultiProcess Computer Corporation (MPCC), Vendor Number 83145, of Windham, NH by exercising an option to renew, by extending the contract for Financial Responsibility (FR) Imaging System software maintenance from an original ending date of December 31, 2008 to December 31, 2010. No additional funding above the original contract amount of \$297,500 is required. **100% Other (Agency Class 27) funds: the Agency Class 27 funds used by Department of Safety to reimburse DoIT for this contract is 100% Highway funds.**

Funding is available in Account Agency Software Division as follows with the authority to adjust encumbrances in each of State fiscal years through the Budget Office if needed and justified, contingent upon continued appropriation for SFY 10.

Funding Source	FY06	FY07	FY08	FY09	FY10	FY11	Total
010-003-1670-024-0230 Job # 03230002	\$35,625	\$89,125	\$64,750	\$74,000	\$34,000	\$0	\$297,500

EXPLANATION

MultiProcess Computer Corporation is the owner of the licenses to the FR Imaging software and the sole provider of maintenance, enhancement and support services of this complex FR Imaging system. MultiProcess Computer Corporation has worked closely with the Department of Safety to complete coding to meet the needs of Financial Responsibility (FR) staff and has continued to make significant enhancements to the original system, including the development of a direct interface to the driver's license mainframe system. This close partnership between MultiProcess Computer Corporation and the state has paid off in significant automated capabilities and productivity improvements.

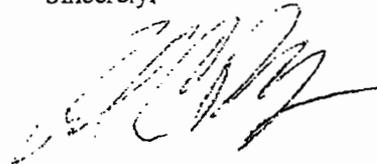
Prior to the 1998 introduction of the FR Document Imaging System, the case records of individuals with problematic driving records were manually stored in file folders and filed in racks for subsequent retrieval and archival. This consumed costly floor space, was labor intensive and often resulted in files being misplaced and thus not available when required for critical activities, such as a hearing to suspend a

His Excellency, Governor John Lynch
and the Honorable Executive Council
September 4, 2008
Page 2

driver's privilege to operate a motor vehicle. The FR Imaging system stores manually indexed scanned documents electronically transmitted from the mainframe Motor Vehicle System on optical disk in "folders" indexed by driver license number and thus eliminating the aforementioned problems. Because the hardware and proprietary software are highly complex, the Department of Safety chooses to seek commercial assistance for imaging software licenses, maintenance, enhancements and support for the FR Imaging system.

The original contract contained funding for enhancements to software, hardware and maintenance. Because the enhancement funding was underspent and because Multiprocess reduced their rate to maintain the current system for the next two years, contract value does not have to be increased.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Bailey, Jr.', written in a cursive style.

Richard C. Bailey, Jr.

Chief Information Officer

RCB/dp
A&E RID: n/a
2006-016

cc: David Perry
Brian Lumbert

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2006-016, on 6/21/06, Item #18B (herein after referred to as the "Agreement"), Multiprocess Computer Corporation (MPCC) (hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Safety, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17: *Amendment* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to extend the completion date of the contract to December 31, 2010.

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 Statement of Work is hereby amended as follows:

1. Amend Section 1.6 of the Contract Agreement by changing the Contract ending date to December 31, 2010.
2. Delete Section 13.14.1a and replace with:
 - a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident; and

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

1. Amend Section 1.1 of Exhibit B of the Agreement by deleting the current Table 1 and replacing it with Table 1.1A as follows:

The remainder of this page left intentionally blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT A

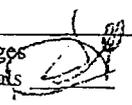
Table 1.1A: Amendment A Cost Table

Description	CY 2006 1/1/2006-12/31/2006	CY 2007 1/1/2007-12/31/2007	CY 2008 1/1/2008-12/31/2008	CY 2009 1/1/2009-12/31/2009	CY 2010 1/1/2010-12/31/2010
1. Annual fixed price maintenance charge including remedial maintenance, preventative maintenance, replacement of obsolete/not repairable hardware, reporting, updates, documentation and deficiency notification as defined in Contract SOW, Section 8 and Exhibits G and K. Supported items identified in Exhibit A, Table 2-1 MPCC Maintenance, Support, and Enhancement Deliverables Schedule.	\$47,500.00 (Includes Scanners - \$3,086.25; Software - \$8,788.75 Quarterly) Reinstatement fee 10/1/05 to present \$11,875	\$49,500.00 (includes Scanners - \$3,245.00; Software - \$9,130.00 Quarterly)	\$52,000.00 (includes Scanners - \$3,415.00; Software - \$9,585.00 Quarterly)	\$54,000.00	\$54,000.00
2. Enhancement Deliverables Amounts (Not to Exceed - Note)	\$0,000.00	\$22,050.00	\$5,794.00	\$781.00	\$0.00
Annual Total (Not to Exceed):	\$59,375.00	\$71,550.00	\$57,794.00	\$54,781.00	\$54,000.00

Table 3 Contract 2006-016 – MPCC FR Document Imaging Enhancement and Maintenance Contract, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2009-016	Original Contract	June 21, 2006	297,500.00
Amendment # B	First Amendment (A)	January 1, 2009	\$0
	CONTRACT TOTAL		297,500.00

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.

Initial all pages
Vendor Initials 

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MPCC FR DOCUMENT IMAGING ENHANCEMENT AND MAINTENANCE CONTRACT
CONTRACT 2006-016
CONTRACT AMENDMENT A

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

Serge Gravel
Serge Gravel, President
Multiprocess Computer Corporation

Date: 11/18/08

Corporate Signature Notarized:
STATE OF New Hampshire
COUNTY OF Merrimack

On this the 18th day of November, 2008, before me,
Patricia T. Bernard, the undersigned Officer _____,
personally appeared and acknowledged her/himself to be the PRESIDENT
of MULTIPROCESS CORPORATION corporation, and that she/he, as such
PRESIDENT 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
MULTIPROCESS COMPUTER CORP.

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

Patricia T. Bernard
Notary Public/Justice of the Peace
PATRICIA T. BERNARD
Notary Public - New Hampshire
My Commission Expires November 15, 2011

(SEAL)

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

Date: 12/2/08

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

[Signature]
State of New Hampshire, Department of Justice

Date: 12/2/08

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/02/2008
PRODUCER (603)669-4567 Chase & Durand Assoc. Inc. 119 Walnut Street Manchester, NH 03104 Catherine Zaricki	FAX (603)669-4108	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 Multi Process Computer Corp One Industrial Drive P.O.Box 1020 Windham, NH 03087		INSURERS AFFORDING COVERAGE
		INSURER A. CHUBB GROUP OF INSURANCE COs
		INSURER B. PHILADELPHIA INSURANCE CO
		INSURER C.
		INSURER D.
		INSURER E.

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

INSR ADD'L LIC NUMBER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	35797175 EUG	05/10/2008	05/10/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED RESIDUES (Per occurrence) \$ included MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
	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 (Per 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 \$
A	EXCESS/BAMBOZZA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	79616667	05/10/2008	05/10/2009	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS BELOW	71711333 09	05/10/2008	05/10/2009	WE STATE TORY LIMITS <input checked="" type="checkbox"/> OTH- ER \$ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Professional Liability	PHSD242057	05/10/2008	05/10/2009	Occurrence \$1,000,000 Aggregate \$1,000,000

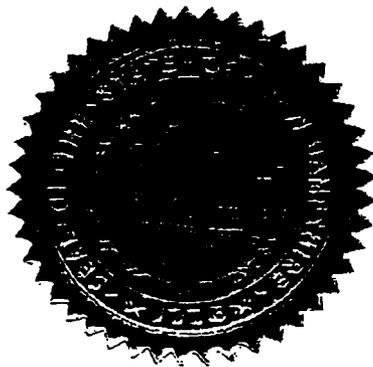
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER State of New Hampshire Department of Information Technology Chief Information Officer 29 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 <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Richard T. Walsh
---	---

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify MULTIPROCESS COMPUTER CORPORATION is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on September 29, 1989. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of November, A.D. 2008

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

William M. Gardner
Secretary of State

CERTIFICATE
(Corporation Without Seal)

I, James Bubnikowicz, do hereby represent and certify that:

- (1) I am the Corporate Secretary of MultiProcess Computer Corporation, a subchapter 'S' 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.
- (5) The signature of Serge Gravel, President of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.
- (7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as Corporate Secretary of MultiProcess Computer Corporation. November 24, 2008.


James Bubnikowicz, Corporate Secretary

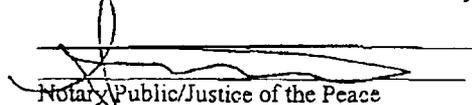
STATE OF New Hampshire

COUNTY OF Hillsborough

On this the 24 day of November, 2008, before me,

James Bubnikowicz, personally appeared and acknowledged himself to be the Corporate Secretary, of MultiProcess Computer Corporation, a New Hampshire Corporation, and that he, as such being authorized to do so, executed the foregoing instrument.

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


Notary Public/Justice of the Peace

My Commission Expires:

ADAM T. ANTHONY, Notary Public
My Commission Expires November 16, 2011



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

Richard C. Bailey, Jr.
Chief Information Officer

November 25, 2008

John J. Barthelmes, Commissioner
State of New Hampshire
Department of Safety
33 Hazen Drive
Concord NH 03301

Dear Commissioner Barthelmes,

This letter represents formal notification that the Office of Information Technology (OIT) has approved your agency's request to amend a contract with MultiProcess Computer Corporation (MPCC), One Industrial Drive, Windham, NH 03087, Vendor Number 83145 as described below and referenced as OIT No. 2006-016A.

This is a request to extend a contract from December 31, 2008 to December 31, 2010 to provide document imaging software, support, and maintenance services for the Department of Safety Financial Responsibility Staff. The contract will become effective upon Governor and Executive Council approval. No additional funding is requested.

This project was originally set forth in the Department of Safety Strategic Information Technology Plan Project Name: Software Usage and Usage Fee and Expanding Imaging / Data Sharing Capabilities, Project Number: 7.1.3 and 7.3.3, dated March 2000.

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

Sincerely,



Richard C. Bailey, Jr.

RCB/dp
OIT 2006-016A
A&E RID N/A

cc: Brian Lumbert

CERTIFICATE
(Corporation Without Seal)

I, James Bubnikowicz, do hereby represent and certify that:

- (1) I am the Corporate Secretary of MultiProcess Computer Corporation, a subchapter 'S' 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.
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- (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.
- (7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as Corporate Secretary of MultiProcess Computer Corporation. November 24, 2008.

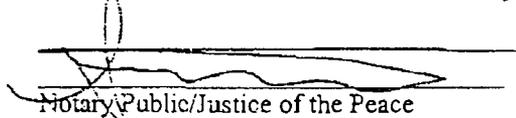

James Bubnikowicz, Corporate Secretary

STATE OF New Hampshire

COUNTY OF Hillsborough

On this the 24 day of November, 2008, before me,
James Bubnikowicz, personally appeared and acknowledged himself
to be the Corporate Secretary, of MultiProcess Computer Corporation, a
New Hampshire Corporation, and that he, as such being authorized to do so,
executed the foregoing instrument.

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


Notary Public/Justice of the Peace

My Commission Expires:

ADAM T. ANTHONY, Notary Public
My Commission Expires November 15, 2011

original Contract

G+C
#18B

6/21/06



**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY**

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

Richard C. Bailey, Jr.
Chief Information Officer

June 7, 2006

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

REQUESTED ACTION

Authorize the Office of Information Technology to enter into a **SOLE SOURCE RETROACTIVE** contract with MultiProcess Computer Corporation (MPCC), Vendor Number 83145, of Windham, NH, in the amount of \$297,500 for document imaging software, support, maintenance, and enhancement services. The term of this contract is for a period effective upon Governor and Council approval through December 31, 2008 with an option to renew through December 31, 2010 at the State's option. 100 % other Funds.

Funding is available in account, Agency Software Division, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, contingent upon continued appropriations through SFY09.

Agency	Account Number	Job Number	SFY06 Amt	SFY07 Amt	SFY08 Amt	SFY 09 Amt	Total
OIT	010-003-1660-024-0231	03830007	\$35,625	\$89,125	\$98,750	\$74,000	\$297,500
		TOTALS					

EXPLANATION

This request is for a retroactive sole source contract with MPCC who is the sole owner of the intellectual property rights for the software and hardware supporting the Department of Safety, Motor Vehicle's Financial Responsibility (FR) document imaging and management application and the sole provider of maintenance, enhancement, and support services of this complex FR Imaging system.

MultiProcess Computer Corporation has worked closely with the Department of Safety to complete coding to meet the needs of Financial Responsibility (FR) staff and has continued to make significant enhancements to the original system, including the development of a direct interface to the



**STATE OF NEW HAMPSHIRE
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G+C
#18B
6/21/06

Richard C. Bailey, Jr.
Chief Information Officer

June 7, 2006

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

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His Excellency, Governor John Lynch
and the Honorable Executive Council

June 7, 2006

Page 2

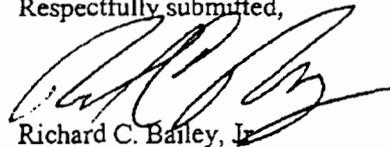
driver's license mainframe system. This close partnership between MultiProcess Computer Corporation and the state has paid off in significant automated capabilities and productivity improvements. Pending enhancements to the FR Imaging system, can most efficiently be carried out by MultiProcess Computer Corporation.

Prior to the 1998 introduction of the FR Document Imaging System, the case records of individuals with problematic driving records were manually stored in file folders and filed in racks for subsequent retrieval and archival. This consumed costly floor space, was labor intensive, and often resulted in files being misplaced and thus not available when required for critical activities such as a hearing to suspend a driver's privilege to operate a motor vehicle. The FR Imaging system stores manually indexed scanned documents electronically transmitted from the mainframe Motor Vehicle System on optical disk in "folders" indexed by driver license number and thus eliminating the aforementioned problems. Because the hardware and proprietary software are highly complex, the Department of Safety chooses to seek commercial assistance for imaging software licenses, maintenance, enhancements, and support for the FR Imaging system.

This contract request is retroactive due to the time taken to complete contract negotiations and to determine final contracting requirements and strategy. During this process, new contract form templates were used that differed significantly from the two prior contracts MultiProcess Computer Corporation had signed with the State. Completion of the new contract forms consumed considerable time for both state and the contractor, with multiple edits to the documents by all parties involved. The end result is a stronger contract for the State of New Hampshire, but which took a considerable amount of time to achieve.

Source of Funds: 100% Other Funds. Other Funds have been specifically provided for this project and returned if not used for this purpose. In the event that Other Funds become no longer available, General Funds will not requested to support this agreement.

Respectfully submitted,



Richard C. Bailey, Jr.

RCB/dcp

cc: Leslie Mason, Logistics

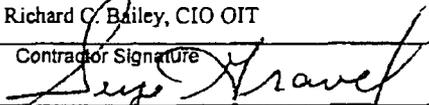
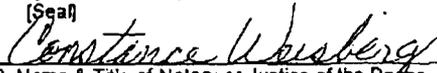
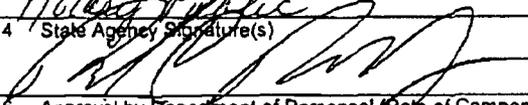
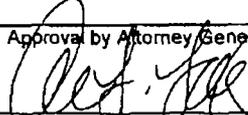
**State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016
Statement of Work (SOW)**

CONTRACT AGREEMENT

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

GENERAL PROVISIONS

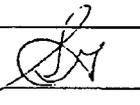
1. Identification and Definitions.

1.1 State Agency Name NH Office of Information Technology		1.2 State Agency Address 33 Hazen Drive Concord, NH 03301	
1.3 Contractor Name MultiProcess Computer		1.4 Contractor Address One Industrial Drive, Windham, NH 03087	
1.5 Account No. 010-003-1670-024-231	1.6 Completion Date December 31, 2008	1.7 Audit Date N/A	1.8 Price Limitation \$297,500.00
1.9 Contracting Officer for State Agency Richard C. Bailey, CIO OIT		1.10 State Agency Telephone Number 603 271-4273	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signor Serge Gravel, President	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/09/06</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary or Justice of the Peace <u>Notary Public</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Richard C. Bailey CIO	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>6/9/06</u>			
1.18 Approval by the Governor and Council By: _____ On: _____			

State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016
Statement of Work (SOW)

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State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016
Statement of Work (SOW)

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State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016
Statement of Work (SOW)

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**State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016
Statement of Work (SOW)**

This Contract is by and between the State of New Hampshire, Office of Information Technology (the "State"), and MultiProcess Computer Corporation (MPCC, or "Contractor") having its principal place of business at One Industrial Drive, Windham, NH.03087.

RECITALS

The State issued Request for Proposal ITS07 2002-004 dated May 30, 2001 to procure a customized document imaging Financial Responsibility (FR) software system, and associated services for the Business Management Division, of the NH Department of Safety;

The Contractor submitted a Proposal in response to RFP ITS07 2002-004;

The State executed a contract with the Contractor dated July 24, 2001 which expired June 30th, 2005; and

The State desires to have the Contractor continue maintenance and enhancements, with associated services, for the FR Document Imaging software system developed under contract ITS07 2002-004 and associated scanning hardware.

THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. CONTRACT

1.1 Contract Documents

This Contract is comprised of the following Contract Documents:

- a. The Statement of Work
- b. Exhibit A Contract Deliverables
- c. Exhibit B Price and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D Administrative Services
- f. Exhibit E Implementation Service
- g. Exhibit F Testing Services
- h. Exhibit G Maintenance and Support Services
- i. Exhibit H Requirements
- j. Exhibit I Work Plan
- k. Exhibit J Software License and related Terms
- l. Exhibit K Warranty and Warranty Services
- m. Exhibit L Training Services
- n. Exhibit M IT Required Work Procedures
- o. Exhibit N Confidentiality



**State of New Hampshire
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- p. Exhibit O MPCC Certificate of Vote
- q. Exhibit P MPCC Certificate of Authority
- r. Exhibit Q MPCC Certificate of Insurance
- s. Exhibit R Performance Bond

1.2 Order of Precedence

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

- a. *The State of New Hampshire Terms and Conditions*, as stated in the Contract Statement of Work and the *General Contract Requirements*;
- b. State of New Hampshire, NH Office of Information Technology Contract 2006-016 with MPCC, with Exhibits and Attachments;
- c. MPCC's Proposal dated 05/26/2005; then
- d. The IT Project Required Work Procedures (Exhibit M)

1.3 Non-Exclusive Contract

This is a Non-Exclusive Contract. The State may, at its sole discretion, retain other contractors to provide Services or products procured under this Contract for other State of New Hampshire implementations and work related to the Contract. MPCC will not be responsible for any delay, act, or omission of such other contractors, except that MPCC shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of MPCC.

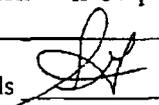
1.4 Not to Exceed Contract

This is a Not to Exceed Contract. Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$297,500.

2. CONTRACT TERM

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to, Governor and Executive Council approval from January 1, 2006 (the "Effective Date") through December 31, 2008 upon Governor and Council Approval. The initial Contract term will be for three (3) years, with options to extend not beyond December 31, 2010 at the option of the State.

MPCC shall commence work upon issuance of a Notice to Proceed by the State. If MPCC commences work prior to the Effective Date and receipt of a Notice to Proceed, such work will be performed at the sole risk of MPCC. In the event that the Contract



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does not become effective, the State shall be under no obligation to pay MPCC for any costs incurred or services performed.

3. COMPENSATION

3.1 Contract Price

This Contract between the State of New Hampshire, Office of Information Technology and MultiProcess computer Corporation (MPCC) is an agreement to provide a FR Document Imaging Software Solution and associated Services, including specific hardware, for a Not to Exceed (NTE) price of \$500,000. The Contract price, method of payment, and terms of payment are identified in Exhibit B: *Price and Payment Schedule*.

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project team consisting of both MPCC and State personnel. MPCC shall provide all necessary resources to perform its obligations under the Contract. MPCC shall be responsible for managing the Project to its successful completion.

4.1 MPCC Contract Manager

MPCC shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. MPCC's Contract Manager is:

Serge Gravel
President
One Industrial Drive
PO Box 1020
Windham, NH 03087
TEL: 603-893-9090
CELL PHONE: 603-548-8500
FAX: 603-893-9091
EMAIL: serge@multiprocess.com

or his designated successor.

4.2 Contract Manager

4.2.1 Contract Project Manager

MPCC shall assign a Project Manager who meets the requirements of the Contract. Selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include,

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at the State's discretion, review of the proposed Project Manager's resume and qualifications, references and background checks, and an interview. The State may require removal or reassignment of the MPCC's Project Manager who, in the sole judgment of the State, is found unacceptable to the State or is not performing to the State's satisfaction. Any background checks shall be performed in accordance with Section 4.10.

- 4.2.2 The MPCC Project Manager shall have full authority to make binding decisions under the Contract, and shall function as MPCC's representative for all administrative and management matters. The MPCC's Project Manager must be available to promptly respond during Normal Business Hours within four (4) hours to inquiries from the State, and be at the site as needed. The MPCC's Project Manager must work diligently and use his/ her best efforts on the Project. The MPCC's Project Manager must be qualified to perform the obligations required of the position under the Contract.
- 4.2.3 MPCC shall not change its assignment of the Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the MPCC's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Project Manager being replaced; meet the requirements of the Contract, and be subject to reference and background checks described above in Section 4.2.1 and 4.10. MPCC shall assign to the Contract a replacement Project Manager within ten (10) business days of the departure of the prior MPCC Project Manager, and continue during the ten (10) business day period, to provide project management services through the assignment of an interim Project Manager.
- 4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, and declare MPCC in default, and pursue its remedies, at law and in equity, if MPCC fails to assign a Project Manager meeting the requirements and terms of the Contract.

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4.2.5 The MPCC Project Manager is:

Paul Rondeau
Senior Software Engineer
One Industrial Drive
PO Box 1020,
Windham, NH 03087
TEL: 603-893-9090
FAX: 603-893-9091
EMAIL: paulr@multiprocess.com

or the designated successor.

4.3 MPCC Key Project Staff

4.3.1 MPCC shall assign "Key Project Staff" who meet the requirements of the Contract, and can implement the FR document imaging software meeting the technical and functional requirements of the existing FR document imaging system. The State may conduct reference and background checks on MPCC Key Project Staff. The State reserves the right to require removal or reassignment of MPCC's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Section 4.10: *Background Checks* herein.

4.3.2 MPCC shall not change any Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than the Key Project Staff being replaced; meet the requirements of the Contract, be subject to reference and background checks described above in Section 4.2.1 and in Section 4.10: *Background Checks*, herein.

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option, to terminate the Contract, declare MPCC in default, and, to pursue its remedies, at law and in equity, if MPCC fails to assign Key Project Staff meeting the requirements and terms of the Contract.

4.2.3.1 MPCC Key Project Staff shall consist of the following individuals in roles as identified below:

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Key Members of MPCC Team are:

<u>Contractor's Team - Key Member(s)</u>	<u>Title</u>
Serge Gravel	President
James Bubnikowicz	Vice President
Paul Rondeau	Senior Software Engineer

4.4 State Contract Manager

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

Brian Lumbert
Office of Information Technology (OIT)
33 Hazen Drive, Concord, NH 03301
TEL: (603) 271-8085
FAX: (603) 271-
EMAIL: brian.lumbert@oit.nh.gov

or his designated successor.

4.5 State Project Manager

The State shall assign a State Project Manager. The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all contractors;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Brian Lumbert
Office of Information Technology (OIT)
33 Hazen Drive, Concord, NH 03301
TEL: (603) 271-8085; FAX: (603) 271-5534
EMAIL: brian.lumbert@oit.nh.gov

or his designated successor.

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4.6 Status Meetings and Reports

MPCC's Project Manager or Key Staff personnel shall submit quarterly status reports in accordance with the Schedule and terms of this Contract. MPCC's Key Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract. All status reports shall be prepared in formats approved by the State, unless otherwise agreed by the parties in writing. Status reports shall include, at a minimum, the following:

- a. Project status related to the Project Work Plan;
- b. Deliverables status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming two (2) week period;
- e. Future activities; and
- f. Issues and concerns requiring resolution.

As reasonably requested by the State, MPCC shall provide the State with information or reports regarding the Project. MPCC shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, at no additional cost.

4.7 State-Owned Documents and Data

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

4.8 Records Retention and Access Requirements

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

MPCC and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of the Contract. MPCC and its Subcontractors shall retain all such records for three (3) years after

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the final payment on the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of litigation, including all appeals.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. During the term of this Contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the three (3) year period after the Contract term or one (1) year term following litigation, including all appeals, whichever is later. MPCC shall include the record retention and review requirements of this section in any of its subcontracts.

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

4.9 Accounting Requirements

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

4.10 Background Checks

The State may, at its sole expense, conduct background screening of MPCC personnel, identified and assigned. Background screening shall be completed before such personnel begin providing services. If any Contractor staff is unwilling to submit to the State's background screening, MPCC staff shall be immediately replaced, subject to the provisions on MPCC staff replacement in Section 4: *Contract Management* of this Contract. In the performance of background screening, the State will comply with any State and federal laws to the extent that they apply to the State. The State acknowledges that MPCC considers the results of such background screenings as MPCC's confidential information. The State shall maintain the confidence of such background screening results in accordance with Section 13 of this Contract governing confidential information, unless required to release the information by court order.

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5. CONTRACT DELIVERABLES

5.1 Deliverables and Services

MPCC shall provide the State with the Deliverables and Services required under the Contract (see Exhibit A).

5.2 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from MPCC that a Non-Software or Written Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the Acceptance Criteria outlined in Exhibit A and the State will notify MPCC in writing of its Acceptance or rejection of the Deliverable within ten (10) business days. If the State rejects the Deliverable, the State shall notify MPCC, in detail, of the nature and class of the Deficiency and MPCC must correct the Deficiency within ten (10) business days, or within the period identified in the Work Plan, as applicable. Upon receipt of the corrected Deliverable, the State will have ten (10) business days to review the corrected Deliverable and notify MPCC of its Acceptance or rejection thereof with the option to extend the review period up to ten (10) additional business days. If MPCC has failed to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require MPCC to continue until the Deficiencies are corrected, or immediately terminate the Contract, declare MPCC in default, and immediately pursue its remedies at law and in equity.

5.3 System/Software Testing and Acceptance

System and Software Testing and Acceptance shall be performed as set forth in the Testing Plan and Exhibit F.

5.4 Failure to Accept or Reject a Deliverable

In the event that the State fails to Accept or reject a Software Deliverable, Non-Software or Written Deliverable, or the System in the prescribed time frame therefore, then MPCC may invoke the Dispute Resolution procedure set forth herein.

Any delay caused by the State's failure to provide acceptance or rejection shall be treated in accordance with Section 9: *Work Plan Deliverables* of this Agreement.

6. SOFTWARE

6.1 FR Document Imaging Software and Documentation

MPCC shall provide the State Documentation as described in Exhibit D.

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6.2 FR Document Imaging Software Support and Maintenance

MPCC shall provide the State with FR Document Imaging Software enhancements, maintenance and support services as described in Exhibit G.

6.3 Custom Software and Documentation

MPCC shall provide the State with Custom Software as required under Contract Exhibit J.

6.4 Custom Software Support and Maintenance

MPCC shall provide the State with Custom Software support and maintenance Services as required under the Contract and as described in Exhibit G.

7. WARRANTY

MPCC shall provide the Warranty and Warranty Services as required under the Contract and as set forth in Exhibit K.

8. SERVICES

MPCC shall provide the Services as required under the Contract Documents. All Services shall meet and perform in accordance with the Specifications.

8.1 Administrative Services

MPCC shall provide the State with the Administrative Services as required under the Contract Documents, Exhibit D.

8.2 Implementation Services

MPCC shall provide the State with the Implementation Services as required under the Contract Documents, Exhibit E.

8.3 Testing Services

MPCC shall perform Testing Services for the State as required under the Contract Documents, Exhibit F.

8.4 Training Services

MPCC shall provide the State with Training Services as required under the Contract Documents, Exhibit L.

8.5 Maintenance and Support Services

MPCC shall provide the State with Maintenance and Support Services for the Software as required under the Contract Documents, Exhibit G.

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9. WORK PLAN DELIVERABLE

The Work Plan shall include, without limitation, a detailed description of the Schedule, Tasks, Deliverables, Major Milestones, Task Dependencies, and Payment Schedule for each Engineering Change Request.

The initial Work Plan shall be a separate Deliverable and is set forth in Exhibit I. MPCC shall update the Work Plan as necessary, to accurately reflect the status of the Project, including without limitation, the Schedule, Tasks, Deliverables, Major Milestones, Task Dependencies, and Payment Schedule of each Engineering Change Request. Any such updates must be approved by the State, in writing, prior to final incorporation into Exhibit I (Work Plan). The updated Exhibit I (Work Plan), as approved by the State, shall then be incorporated and considered part of the Contract by this reference.

Unless otherwise agreed in writing by the State, changes to the Exhibit I (Work Plan) shall not relieve MPCC from liability to the State for damages (subject to the limitation of liability) resulting from MPCC's failure to perform its obligations under the Contract, including without limitation, performance in accordance with the Schedule. In the event of a delay in the Schedule, MPCC must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of MPCC or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. In the event additional time is required by MPCC to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from MPCC's failure to fulfill its obligations under the Contract.

10. CHANGE ORDERS

The State may make changes or revisions within the scope of the Contract at any time by written Change Order. Within ten (10) business days of MPCC's receipt of a Change Order, MPCC shall advise the State, in detail, of any impact to cost (e.g., increase or decrease) or Schedule or Exhibit I (Work Plan).

MPCC may request a change within the scope of the Contract by written Change Order, detailing any impact on cost or Schedule. The State will attempt to respond within ten (10) business days. The State will be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Orders shall be subject to the Contract amendment process described in Section 13 of the Contract, as determined to apply by the State.

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11. INTELLECTUAL PROPERTY RIGHTS

11.1 State Data

All right, title and interest in State Data shall remain with the State.

11.2 State's License

The State shall receive worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use and copy for backup purposes for the FR document imaging software, subject to any restrictions of any third-party materials embodied in the Deliverables and previously disclosed to the State.

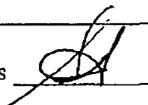
11.3 State's Business

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

11.4 MPCC's Materials

Subject to the provisions of this Contract, MPCC may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, MPCC shall not distribute any products containing or, while performing services disclose any State Confidential Information. MPCC shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the Confidential Information by MPCC employees or third party consultants engaged by MPCC.

The parties agree that the general knowledge referred to herein may in no event include: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library



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use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

11.5 Copyright

11.5.1 WWW Copyright and Intellectual Property Rights

All right, title and interest to the State WWW site, including copyright to all data and information, shall be and remain with the State. The State shall also have, to the fullest extent permitted by law, all rights to any user interfaces and computer instructions embedded within the user interfaces or WWW pages. All WWW pages and any other data or information shall, where applicable, display the State's copyright. All right, title and interest to MPCC's WWW site shall be and remain with MPCC.

11.6 Custom Software Source Code

MPCC shall provide the State with a copy of the source code for any Custom Software, which shall be subject to the provisions set forth in Section 11.2.

11.7 Survival

This Section 11 shall survive the termination of the Contract.

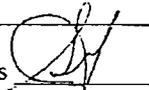
12. USE OF STATE'S INFORMATION, CONFIDENTIALITY

12.1 Use of State's Information

In performing its obligations under the Contract, MPCC may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall mean any personally identifiable information of the State's employees or citizens or any other non-public information that is treated as confidential by the State. MPCC shall not use the State's Confidential Information except as directly connected to and necessary for MPCC's performance under the Contract, unless otherwise permitted under the Contract.

12.2 Confidentiality of State's Information

MPCC agrees to maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction, all State Confidential Information that becomes available to MPCC in connection with its performance under the Contract, regardless of its form. Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have other than become publicly available as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to,



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any disclosure of such information made by the disclosing party; (iv) is disclosed with the written consent of the disclosing party. Any disclosure of the State's information shall require prior written approval of the State. MPCC shall immediately notify the State if any request, subpoena or other legal process is served upon MPCC regarding the State's information, and MPCC 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 information, MPCC shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

12.3 MPCC's Confidential Information

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

12.4 Survival

This Section 12: *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

13. GENERAL PROVISIONS

13.1 Conditional Nature of Contract

Notwithstanding any provision in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving MPCC notice of such termination.

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13.2 Compliance by MPCC with Laws and Regulations: Equal Employment Opportunity

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

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

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

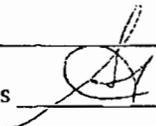
13.3 Regulatory/Governmental Approvals

Any contract award shall be contingent upon MPCC's obtaining all necessary and applicable regulatory or other governmental approvals, including, but not limited to, final approval by the Governor and Executive Council.

13.4 Access /Cooperation

As applicable, and subject to the applicable laws and regulations, the State will provide MPCC with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required while completing the Contracted IT Services.

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



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13.5 Personnel

13.5.1 The performance of MPCC's obligations under the Contract shall be carried out by MPCC. MPCC shall at its own expense provide all personnel, materials and resources required under the Contract and as necessary to perform MPCC's obligations under the Contract.

13.5.2 MPCC 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.

13.5.3 The Contract Manager, or his successor, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the Contracting Manager's decision shall represent the final position of the State.

13.6 Dispute Resolution

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

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

Dispute Resolution Responsibility and Schedule Table

<u>LEVEL</u>	<u>THE CONTRACTOR</u>	<u>THE STATE</u>	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	MPCC Project Manager	State Project Manager (PM)	5 Business Days
First	MPCC Vice President	State Applications Support Division Director	10 Business Days
Second	MPCC president	State Contracting Officer (CO)	15 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.



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13.7 Termination

13.7.1 Termination for Default

Unless otherwise provided in the Contract, the State shall provide MPCC written notice of default, and MPCC must cure the default within thirty (30) days ("Cure Period"). If MPCC fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare MPCC in default and pursue its remedies at law or in equity or both.

13.7.1.1 In the event the State declares MPCC in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

13.7.1.1.1 Request return of prorated amount of prepaid fees for maintenance and support services for the balance of the current Contract (unused services); and

13.7.1.1.2 Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

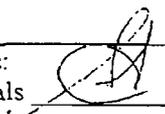
13.7.1.2 In the event of default by the State, MPCC shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days, unless otherwise extended by MPCC.

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

13.7.2 Termination for Convenience

13.7.2.1 The State may, at its sole discretion, terminate the Contract, in whole or in part, by thirty (30) days written notice to MPCC. In the event of such termination for convenience, the State shall pay MPCC the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Exhibit B, *Price and Payment Schedule*, of the Contract.

13.7.2.2 During the thirty (30) day period, MPCC shall wind down and cease its Services as quickly and efficiently as reasonably



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possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.7.3 Termination for Conflict of Interest

13.7.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of contracts.

13.7.3.2 In the event the Contract is terminated as provided above pursuant to a violation by MPCC, the State shall be entitled to pursue the same remedies against MPCC as it could pursue in the event of a default of the Contract by MPCC.

13.7.4 Termination Procedure

13.7.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require MPCC to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

13.7.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, MPCC shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of MPCC and in which the State has an interest;
- d. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to



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be furnished to the State and which has been accepted or requested by the State; and

- e. Provide written certification to the State that MPCC has surrendered to the State all said property.

13.8 Force Majeure

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

13.9 Change of Ownership

In the event that MPCC should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with MPCC, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with MPCC, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to MPCC, its successors or assigns.

13.10 MPCC's Relation to the State

In the performance of the Contract, MPCC is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither MPCC nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

13.11 Assignment, Delegation and Subcontracts

13.11.1 MPCC shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights or duties under the Contract without the prior written consent of the other party. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation or other transfer made without the State's prior written consent shall be null and void.

13.11.2 MPCC shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Successor") are used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall neither relieve MPCC of any of its obligations under the Contract nor



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shall it affect any remedies available to the State against MPCC that may arise from any event of default of the provisions of the Contract. The State will consider MPCC to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

13.12 Indemnification

13.12.1 General

MPCC shall indemnify, defend 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 relating to personal injury, bodily injury or death of any person or damage to real and/or tangible property caused by the acts or omissions of MPCC, its personnel or agents during the course of performance of the Services hereunder.

13.12.2 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

13.12.3 Survival

This Section 13.12, *Indemnification*, shall survive termination of the Contract.

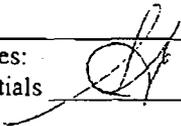
13.13 Liability

13.13.1 State

In no event, shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations and MPCC, the State's liability to MPCC under the Contract shall not exceed one time (1X) the total Contract price.

13.13.2 The Contractor

Subject to applicable laws and regulations, in no event shall MPCC be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and MPCC's liability to the State shall not exceed one time (1X) the total Contract price. Notwithstanding the foregoing, this limitation of liability shall not apply to MPCC's obligations under Section 13.12 *Indemnification*, herein.



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13.13.3 State's Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

13.13.4 Survival

This Section 13.13 *Liability*, shall survive termination of the Contract or Contract conclusion.

13.14 Insurance

13.14.1 The Contractor Insurance Requirement

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

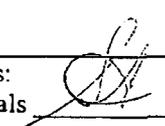
- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and
- b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

13.15 Waiver of Event Of Default

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of MPCC.

13.16 Notice

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



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TO THE CONTRACTOR:

MPCC
One Industrial Drive
PO Box 1020
Windham, NH 03087
Tel: (603) 893-9090

TO STATE:

State of New Hampshire
Office of Information Technology
Attn: Brian Lumbert
33 Hazen Drive
Concord, NH 03301
Tel: (603) 271-8085

13.17 Amendment

The Contract may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

13.18 Construction of Contract and Terms

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

13.19 Third Parties

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

13.20 Headings

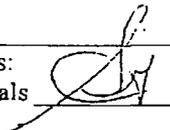
The headings in the Contract shall not be held to explain, modify, amplify or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

13.21 Exhibits

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

13.22 Survival

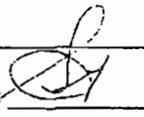
The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive. Including but not limited to the terms of Section 4.8 (*Records Retention and Access Requirements*), Section 4.9 (*Accounting Requirements*), and Section 12 (*Confidential Information*) and Section 13.12 (*Indemnification*) which shall survive the termination of the Contract.



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13.23 Entire Contract

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



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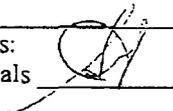
14. DEFINITIONS

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

Acceptance	A notice from the State to the Contractor that, as applicable, Acceptance Testing or Review has been satisfied.
Acceptance Test Plan	An Acceptance Test Plan document describes in detail the series of tests and training to be performed with corresponding Acceptance Criteria and how the tests will be performed.
Agency	Agency of the State.
Budget Fiscal Year	The New Hampshire budget fiscal year that extends from July 1 st through June 30 th of the following calendar year.
Certification	The Contractor's written certification and full supporting and written documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
COTS	Commercial Off-the-Shelf Software applications.
Contract Conclusion	Refers to the conclusion of Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contractor	The Contracted Vendor Company that will perform the duties and specifications of the RFP. In this case: MultiProcess Computer Corporation (MPCC), One Industrial Drive Windham, NH 03087
Custom Software	State of New Hampshire unique software provided by the Contractor under the Contract Documents including but not limited to custom extensions and interfaces.
Days	Calendar days unless otherwise indicated.
Deficiency/Deficiencies	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - services were inadequate and require re-</p>

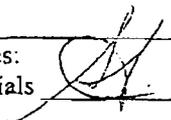
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	<p>performance of the service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - services were deficient, require reworking, but do not require re-performance of the service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - services require only minor reworking and do not require re-performance of the service.</p>
Deliverable	Non-Software, Software and Written Deliverables
Deployment	A contracted grouping of Deliverables including but not limited to Software, Services, and Warranties scheduled for implementation.
Documentation	All operations, technical, user and other manuals used in conjunction with the System and Software, in whole and in part.
DOS	Department of Safety
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
FR Document Imaging Software	The document imaging software developed and licensed by MPCC under contract for the Financial Responsibility (FR) group in the Business Division of the NH Department of Safety.
Function	Capabilities that provide a business process of the System.
Governor and Council	The New Hampshire Governor and Executive Council.
HIPAA	The Health Insurance Portability and Accountability Act of 1996.



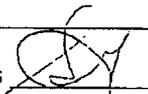
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Information Technology (IT)	Reference for the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.
Letter of UAT Acceptance	A letter from the State notifying the Contractor of the State's Contract Completion of User Acceptance Testing.
Letter of Final System Acceptance	A Letter from the State notifying the Contractor of the State's acceptance of the total System.
Module	A module is a stand-alone software segment of the System that may contain one or more System Functionalities.
Non Software Deliverables	Deliverables that are not Written or Software Deliverables.
Normal Business Hours	8:00 AM to 4:30 PM EST, Monday through Friday, excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Not to Exceed (NTE)	Contract Not To Exceed total 5-year price.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
PMT	Project Management Team: Consisting of the State Project Manager, Service Delivery Unit Director, DOE IT Manager, Business Administrator and State Contract Manager.
Project	The planned undertaking regarding the subject matter of this Contract and the activities of the parties related hereto.
Proposal	The submission from a Contractor in response to the RFP.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Software	All Custom Software and COTS Software provided by the Contractor under the Contract.



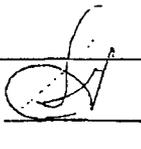
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Solution	The Solution consists of the total solution which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
Specifications	The written specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	The State of New Hampshire, acting through the NH Department of Education - Division of Adult Learning and Rehabilitation.
State's Confidential Information	<p>State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A. Examples include but are not limited to the following:</p> <ul style="list-style-type: none"> Records of grand and petit juries; Records of parole and pardon boards; Personal school records of pupils; Records pertaining to internal personnel practices, commercial, or financial information, test questions, scoring keys and other examination data used to administer a licensing examination, examination for employment, or academic examinations and personnel, medical, welfare, library user, video tape sale or rental, and any other files whose disclosure would constitute invasion of privacy.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.
Subcontractor	A person, partnership, or company not in the employment of or owned by The Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of The Contractor.



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System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined.
UAT	User Acceptance Tests
Work Plan	The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project.



State of New Hampshire
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Contract 2006-016 Exhibit A
Contract Deliverables

1. **Deliverables, Milestones, and Activities**

MultiProcess Computer Corporation (MPCC), shall provide the State with FR Document Imaging Software Support, Maintenance, and Enhancement Services which will meet and perform in accordance with the Specifications.

Prior to the commencement of work on Non-Software and Written Deliverables, MPCC, shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.

The Deliverables are set forth in the schedule described below in Section 2 of this Exhibit.

Pricing for Deliverables is detailed in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the initial Term and any extensions of this Contract.

2. **Deliverables, Milestones, and Activities Schedule**

Table 2-1 MPCC Maintenance, Support, and Enhancement Deliverables Schedule

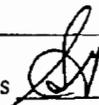
Table 2-1 – MPCC Maintenance, Support and Enhancements Deliverables Schedule			
Section Number	Maintenance and/or Support Activity, or Enhancement Deliverable	Deliverable Type	Delivery Date(s)
1.0	Annual Fixed Price Maintenance/Support	Non Software	
1.a.	Annual fixed price maintenance including remedial maintenance, preventative maintenance, replacement of obsolete/not repairable hardware, reporting, updates, documentation and deficiency notification as defined in Contract SOW Section 14.	Non Software	CY 2006 1/1/2006- 12/31/2006
1.b.	Annual fixed price maintenance including remedial maintenance, preventative maintenance, replacement of obsolete/not repairable hardware, reporting, updates, documentation and deficiency notification as defined in Contract SOW Section 14.	Non Software	CY 2007 1/1/2007- 12/31/2007

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1.c.	Annual fixed price maintenance including remedial maintenance, preventative maintenance, replacement of obsolete/not repairable hardware, reporting, updates, documentation and deficiency notification as defined in Contract SOW Section 14.	Non Software	CY 2008 1/1/2008- 12/31/2008
1.d.	Annual fixed price maintenance including remedial maintenance, preventative maintenance, replacement of obsolete/not repairable hardware, reporting, updates, documentation and deficiency notification as defined in Contract SOW Section 14.	Non Software	CY 2009 1/1/2009- 12/31/2009
1.e.	Annual fixed price maintenance including remedial maintenance, preventative maintenance, replacement of obsolete/not repairable hardware, reporting, updates, documentation and deficiency notification as defined in Contract SOW Section 14.	Non Software	CY 2010 11/1/2010- 12/31/2010
2.0	Software Enhancements		
2.0	Enhancements – Not to Exceed (Note: through Engineering Changes (ECRs))	Software	
2.a.	Enhancements will be managed through future ECR's provided by the State.	Software	CY 2006 1/1/2006- 12/31/2006
2.b.	Enhancements will be managed through future ECR's provided by the State.	Software	CY 2007 1/1/2007- 12/31/2007
2.c.	Enhancements will be managed through future ECR's provided by the State.	Software	CY 2008 1/1/2008- 12/31/2008
2.d.	Enhancements will be managed through future ECR's provided by the State.	Software	CY 2009 1/1/2009- 12/31/2009

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Contract Deliverables

2.e.	Enhancements will be managed through future ECR's provided by the State.	Software	CY 2010 1/1/2010- 12/31/2010
3.0	Software and Hardware Maintenance and Support		
3.0	Hardware and Software to be maintained per Section 1.0 above.	Hardware / Software	Quantity
3.1	Canon DR-3020 Scanners (Serial Numbers BJ301111 and BJ301098)	Hardware	2
3.2	Canon DR-3060 Scanners (Serial Numbers CE311911 and CE311922)	Hardware	2
3.3	Fujitsu 4120C2 Scanners (Serial Numbers 101256, 101564, 101568, 101379, 101558)	Hardware	5
3.4	Adaptec 2940 SCSI Cards	Hardware	5
3.5	Miscellaneous SCSI Cables and Terminators	Hardware	N/A
3.6	MultiProcess Computer Corporation PARSCOLD V 01.00.00 COLD Parsing	Software	1
3.7	MultiProcess Computer Corporation FINDDRVR V 1.0.005 License Lookup	Software	1
3.8	Oracle Imbedded License for Windows Version 8.1.5.0.4 B - 30 Seat Software License	Software	1



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Contract Deliverables

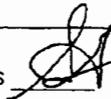
Table 2-1 – MPCC Positions and Services Provided for Maintenance and Support and for future Enhancement Deliverables through ECR development requests.					
Position Title	CY 2006 1/1/2006- 12/31/2006	CY 2007 1/1/2007- 12/31/2007	CY 2008 1/1/2008- 12/31/2008	CY 2009 1/1/2009- 12/31/2009	CY 2010 1/1/2010- 12/31/2010
1. Application Programmer	X	X	X	X	X
2. Database Specialist	X	X	X	X	X
3. Documentation Specialist	X	X	X	X	X
4. Hardware Engineer	X	X	X	X	X

3. Training Deliverables

MPCC shall provide the State with Training Services as required under the Contract Documents, Exhibit L.

4. Software Licenses

MPCC shall provide the State with Software Licenses for MPCC FR Document Imaging Software as described (with associated pricing) in Exhibit B, Table 1-1.



**State of New Hampshire
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MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-062 Exhibit B
Price and Payment Schedule**

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This Contract between the State of New Hampshire, Office of Information Technology and MultiProcess Computer Corporation (MPCC) is an agreement to provide a FR Document Imaging Software Solution and associated Services, including specific hardware, for a Not to Exceed (NTE) price of \$297,500.00. This Contract will allow MPCC to invoice the State for all charges by Department of Safety under this Contract for the FR Document Imaging Software Solution and associated Services in accord with the schedule in Table 1-1 below:

Position Title	CY 2006 1/1/2006-12/31/2006	CY 2007 1/1/2007-12/31/2007	CY 2008 1/1/2008-12/31/2008
1. Annual fixed price maintenance charge including remedial maintenance, preventative maintenance, replacement of obsolete/not repairable hardware, reporting, updates, documentation and deficiency notification as defined in Contract SOW, Section 8 and Exhibits G and K. Supported items identified in Exhibit A, Table 2-1 MPCC Maintenance, Support, and Enhancement Deliverables Schedule.	\$47,500.00 (Includes Scanners - \$3,086.25; Software - \$8,788.75 Quarterly) Reinstatement fee 10/1/05 to present \$11,875	\$49,500.00 (includes Scanners - \$3,245.00; Software - \$9,130.00 Quarterly)	\$52,000.00 (includes Scanners - \$3,415.00; Software - \$9,585.00 Quarterly)
2. Enhancement Deliverables Amounts (Not to Exceed - Note)	\$40,625.00	\$48,000.00	\$48,000.00
Annual Total (Not to Exceed):	\$100,000.00	\$97,500.00	\$100,000.00

**State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-062 Exhibit B
Price and Payment Schedule**

Note 1: Table 1-1, Section 2: Enhancement funds will be expended through ECRs provided by the State.
Note 2: Invoicing will be done quarterly.
Note 3: Any Contract term that is not a full year or multiple of a full year in duration will have any odd days pro-rated on a daily basis.
Note 4: This Agreement provides for the repair or replacement (at MultiProcess' option) of any malfunctioning non-consumable components to the system originally supplied by MultiProcess.
Note 5: If the State decides not to participate in the maintenance program, all support calls during normal business hours will be invoiced at the rate of \$1,500.00 per incident per day per technician plus all expenses. Normal business hours are defined as 9:00 AM to 5:00 PM local time. The rates are increased to \$2,250.00 per hour after normal business hours, \$3,000.00 per hour for Sundays & Holidays.

Table 1-2 - MPCC Rates Pricing Table (Hourly Rates) - These rates are for future ECR development purposes for Deliverables and/or Maintenance/Support Pricing

Position Title	CY 2006 1/1/2006- 12/31/2006	CY 2007 1/1/2007- 12/31/2007	CY 2008 1/1/2008- 12/31/2008	CY 2009 1/1/2009- 12/31/2009	CY 2010 1/1/2010- 12/31/2010
Application Programmer	\$205.00	\$205.00	\$205.00	\$205.00	\$205.00
Database Specialist	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00
Documentation Specialist	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00
Hardware Engineer	\$348.00	\$388.00	\$428.00	\$428.00	\$428.00

2. TRAINING (INCLUDED IN TESTING SERVICES)

MPCC shall provide the State with Training Services as required under the Contract Document, Exhibit L.

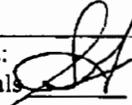
3. TOTAL CONTRACT PRICE

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments, for all extension periods, exceed \$297,500.00. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to MPCC, for all fees and expenses, of whatever nature, incurred by MPCC, in the performance hereof.

4. INVOICING

Invoicing for fixed price Deliverables shall be no more frequently than monthly. Invoices for time and materials shall be quarterly.

MPCC shall submit invoices for Services or Deliverables as permitted by the Contract and the terms listed herein. All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following information as applicable: identification of each Deliverable for which

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Contractor Initials 

**State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-062 Exhibit B
Price and Payment Schedule**

payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. Upon acceptance of a Deliverable, and a properly documented invoice, the corresponding fee specified becomes due and payable, and the State will pay the invoice within (30) days of Invoice receipt, except as otherwise provided in the Contract. Invoices will not be backdated and shall be promptly dispatched. The Office of Information Technology agrees that within five (5) business days of receipt of each MultiProcess Computer Corporation invoice, the invoice will be either (1) reviewed and accepted, or (2) reviewed and returned to Multiprocess Computer Corporation with a written explanation of why the invoice is not acceptable

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify MPCC, of the alleged error prior to the due date of such payment. The State and MPCC, agree to use commercially reasonable efforts to resolve the invoicing error within thirty (30) days from such notification to MPCC. The State shall promptly pay on the earlier of either resolution of such dispute or within such (30) days period the agreed-upon amount, but no late charges shall apply to that amount of the originally invoiced amount.

Any Contract Term that is not a full year or multiple of a full year in duration will have any odd days pro-rated on a daily basis.

5. PAYMENT ADDRESS

All payments to be made to the following address:

MPCC
One Industrial Drive, Windham, NH 03087
TEL: 603-893-9090
CELL: 603-548-8500

**6. OVERPAYMENTS TO MULTIPROCESS COMPUTER CORPORATION
(MPCC)**

MPCC, shall promptly, but no later than thirty (30) business days, return to the State the full amount of any overpayment or erroneous payment upon notice from the State.

7. CREDITS

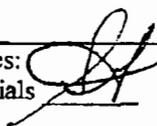
The State may apply credits due to the State arising out of this Contract, against MultiProcess Computer Corporation's invoices with appropriate information attached.

8. PROJECT HOLDBACK

The State shall have no withholding for each Deliverable, including maintenance and support, as set forth in the Payment Table above.

9. RIGHT TO OFFSET

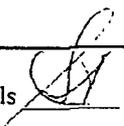
The State reserves the right to offset from any amounts otherwise payable to MPCC, under the Contract those liquidated amounts required or permitted under the Contract, by RSA 80:7 through 7-C, or any other provision of law.



State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit C
Special Provisions

Special Provisions

There are no special provisions for this Contract.



**State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit D
Administrative Services**

1. STATUS MEETINGS AND REPORTS

The State believes that effective communication and reporting, through meetings and written reports is essential to project success. At a minimum, the State expects the following:

Introductory Meeting: Participants will include key vendor staff and State project leaders from both the Vendor and the Office of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.

Quarterly Status Meetings: Participants will include at a minimum the project manager from the vendor, the DOS Program manager, the State Project manager, and the OIT database administrator. These meetings, which will be conducted at least quarterly, will address overall application/project status, error report reviews and any additional topics needed to remain on schedule and within budget. A status and error report from the vendor will serve as the basis for discussion.

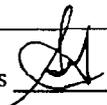
The status and error report must be reviewed at each Status Meeting and updated, at minimum, on a quarterly basis.

Special Meetings: Need may arise for a special meeting with State leaders or project stakeholders to address specific issues.

MPCC shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. MPCC's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State. MPCC must produce application/project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan (when applicable);
- b. Deliverables and/or maintenance status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming reporting period;
- e. Issues and concerns requiring resolution; and
- f. Financial Status updates once a quarter.

E-mail and conference calls will normally meet the requirements of this Exhibit D.



**State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit D
Administrative Services**

1. STATUS MEETINGS AND REPORTS

The State believes that effective communication and reporting, through meetings and written reports is essential to project success. At a minimum, the State expects the following:

Introductory Meeting: Participants will include key vendor staff and State project leaders from both the Vendor and the Office of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.

Quarterly Status Meetings: Participants will include at a minimum the project manager from the vendor, the DOS IT manager, the State Project manager, and the DOS database administrator. These meetings, which will be conducted at least quarterly, will address overall application/project status, error report reviews and any additional topics needed to remain on schedule and within budget. A status and error report from the vendor will serve as the basis for discussion.

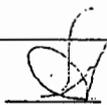
The status and error report must be reviewed at each Status Meeting and updated, at minimum, on a quarterly basis.

Special Meetings: Need may arise for a special meeting with State leaders or project stakeholders to address specific issues.

MPCC shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. MPCC's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State. MPCC must produce application/project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan (when applicable);
- b. Deliverables and/or maintenance status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming reporting period;
- e. Issues and concerns requiring resolution; and
- f. Financial Status updates once a quarter.

E-mail and conference calls will normally meet the requirements of this Exhibit D.



**State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit E
Implementation Services**

For significant enhancements and/or major software upgrades, MPCC shall provide the following implementation services as described in the Contract Documents, including but not limited to the following:

1. IMPLEMENTATION STRATEGY

1.1 Key Components:

- A. MPCC shall employ an implementation strategy with a timeline in accordance with the Work Plan refer to Exhibit I.
- B. MPCC shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares them to assume responsibility for and ownership of the new system/upgrades. A focus on technology transition shall be deemed a priority.
- C. MPCC shall manage project execution and provide the tools needed to create and manage the project's plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the project team, and report status.
- D. MPCC shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

The timeline is detailed within the Work Plan.

1.2.1 Planning

During the initial planning period project task and resource plans will be detailed, preliminary training scope established, the change management plan established, communication approaches established, project standards and procedures finalized, and team training initiated.

1.2.2 Project Infrastructure

All the required project infrastructure is currently in place and fully operational.

1.2.3 Implementation

Timing will be structured so as to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes will be documented, training established, and the application will be ready for implementation in accordance with the State's schedule.

**State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit E
Implementation Services**

Implementation can be piloted in one area/office to refine the training and implementation approach or the State can choose on a one-time statewide implementation.

1.2.4 Change Management and Training

The State will assume responsibility for change management and training services which will be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

2. IMPLEMENTATION METHODOLOGY

The MPCC team will provide the consulting services for the Contract. Its approach includes but is not limited to the following:

2.1 State hosted services:

MPCC is not providing Hosted Server Access (i.e., State is providing the server or is arranging through a third party for server and network equipment). MPCC will provide Pre-Production Administration Services contingent upon the State arranging server resources and services acceptable to MPCC and, if server resources are arranged through a third party, contingent upon adequate service levels and response times from such third party. MPCC will provide advice and reasonable assistance to State staff or third party hosting provider to promote availability of servers and to schedule backup activities. However, MPCC is not responsible for service interruptions or unavailability of the State or third-party test and development instances.

2.2 Network Services

a. Definition of "Network Services" - MPCC will:

1) Assist you with installation and configuration of network connectivity specified in the ordering document and exhibit. In most cases, the State will access its system using a Virtual Private Network (VPN) connection.

b. Conditions and assumptions related to Network Services:

1) At the State's option, authorized third parties (e.g., software implementers, network providers) to certain levels of the State's system through the VPN or through a separate network connection.

2) The State is responsible for ensuring that its network and system complies with specifications that MPCC provides and, if the State is providing its own hosted servers, that all components of the State and MPCC's software environment are accessible through the VPN.

3) MPCC is not responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of MPCC such as bandwidth issues outside of MPCC's network, excessive latency, network outages, and/or any other conditions arising on the State internal network or, more generally, outside of MPCC's firewall or for any issues that are the responsibility of the State Internet Service Provider.

**State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit F
Testing Services**

For significant enhancements and/or major software upgrades, MPCC shall provide the following Testing Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

MPCC will bear all responsibilities for the full suite of test planning and preparation throughout the project. MPCC will also provide training as necessary to the State staff responsible for test activities. MPCC will be responsible for all aspects of testing contained in the Testing Plan including support, at no additional cost, during User Acceptance Testing conducted by the State and testing of the training materials.

All Testing and Acceptance addressed herein (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, data and System preparation for testing, and execution of unit, System Integration Testing, Conversion Testing, support of the State during User Acceptance Testing and Implementation. In addition, MPCC will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. MPCC will correct Deficiencies and support required re-testing as described below.

1.1 Test Planning and Preparation

MPCC will provide the State with a Testing Plan that will include identification, preparation, and documentation of planned testing, requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test data, test phases, unit tests, expected results, and "bug" tracking system.

As identified in the Test Plan and documented in accordance with the Project Work Plan and the Contract documents, State testing will commence upon the MPCC's Project Manager's certification, in writing, that the MPCC's own staff has successfully executed all prerequisite MPCC testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

1.2 Unit Testing

In Unit Testing, MPCC will test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

The MPCC developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit F
Testing Services

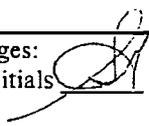
Activity Description	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
Contractor Team Responsibilities	For application modules, conversions and interfaces the MPCC team will identify applicable test scripts and installation instructions, adapt them to the project specifics, test the process, and compare with the documented expected results.
Work Product Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

1.3 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing will be performed by the MPCC team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes and the flow of information across applications (IF APPROPRIATE). It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new FR Document Imaging application meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
MPCC Team Responsibilities	<ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test specifications. • Work jointly with the State to develop and load the data profiles to support the test specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	<ul style="list-style-type: none"> • Work jointly with MPCC to develop the Systems Integration Test specifications. • Work jointly with MPCC to develop and load the data profiles to support the test specifications. • Work jointly with MPCC to validate components of the test scripts.
Work Product Description	<ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the FR Document Imaging application and the third-party systems, interfaces, and applications are functioning properly.



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Contract 2006-016 Exhibit F
Testing Services

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

Activity Description	The conversion validation test should replicate the entire flow of the converted data through the FR Document Imaging Application.
MPCC Team Responsibilities	For conversions and interfaces, the MPCC team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the FR Document Imaging Application.

1.5 Installation Testing

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

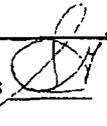
1.6 User Acceptance Testing (UAT)

UAT begins upon completion of the software configuration as required and user training according to the Project Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The State will be presented with all testing results, as well as written certification that MPCC has successfully completed the prerequisite tests, meeting the defined acceptance, and performance criteria. The State will commence testing within five (5) business days of receiving certification from the Vendor that the complete and ready for State testing.

User Acceptance Testing is a verification process that consists of performing the tests and verifying the results against the acceptance criteria specified and in the requirements defined in the MPCC's response. The State will conduct testing utilizing scripts developed as identified in the Test Plan to validate the functionality custom software and verify implementation readiness. It is performed in a copy of the Production Environment and can also serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

The results of the User Acceptance Testing provide evidence that the new System meets the User Acceptance criteria as defined in the Project Work Plan.

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Contract 2006-016 Exhibit F
Testing Services

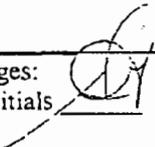
Activity Description	The System User Acceptance Testing verifies System functionality against predefined acceptance criteria that support the successful execution of approved testing processes.
MPCC Team Responsibilities	<ul style="list-style-type: none"> • Provide the State an acceptance test plan and selection of test scripts for the acceptance test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Testing activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the acceptance test environment. • Execute the test scripts and conduct user acceptance testing activities. • Document and summarize acceptance test results. • Work jointly with MPCC in determining the required actions for problem resolution. • Provide acceptance of the validated Systems.
Work Product Description	The deliverable for User Acceptance testing is the User Acceptance Test Results. These results provide evidence that the new Customer Software System meets the User Acceptance criteria as defined in the Work Plan.

1.7 Regression Testing

The MPCC will be responsible for developing the Test Plans and all test materials, and for executing all tests and certifying their completion prior to user testing. As a result of the user testing activities, problems will be identified that require correction. The MPCC will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.

During this problem correction process, the State requires that appropriate regression testing occur. By regression testing, the State means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) system components still meet their specified requirements.

When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by MPCC based on the understanding of the program and the change being made to the program. The Test Plan has two objectives: first, to validate that the change/update has been properly incorporated into the program; and second, to validate that there has been no unintended change to the other portions of the program.



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Contract 2006-016 Exhibit F
Testing Services**

MPCC will be expected to:

1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
3. Manage the entire cyclic process.

MPCC will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified software application to the users for retesting.

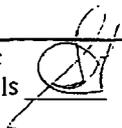
In designing and conducting such regression testing, MPCC will be required to assess the risks inherent to the modification being implemented, identifying and assessing any unintended consequences, and weighing those risks against the time and effort required for conducting the regression tests.

1.8 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Implementation Warranty period shall commence as further described in Exhibit K: *Warranty and Warranty Services*.

1.9 System Acceptance

Upon completion of the Warranty period, the State will issues a Letter of Final System Acceptance as further described in Exhibit K: *Warranty and Warranty Services*.



**State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit G
Maintenance and Support Services**

MPCC shall maintain the FR Document Imaging System so that it meets the Specifications defined. MPCC will be responsible for FR Document Imaging System maintenance and support in accordance with the Contract Documents and the Work Plan (Exhibit I).

1. SYSTEM MAINTENANCE

1.1 MPCC's Responsibility

MPCC will be responsible for maintaining the FR Document Imaging System in accordance with the Contract Documents and the Specifications, including without limitation the requirements, terms, and conditions contained herein. MPCC will not be responsible for maintenance or support for anything developed or modified by the State.

1.1.1 Maintenance Releases

MPCC shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and documentation, which are generally offered to its customers.

1.1.2 Software Title

The State shall receive a perpetual, irrevocable, non-exclusive paid-up limited right and license to use and copy for backup purposes, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to the State by MPCC.

1.1.3 Custom Software, Interfaces, and Patches

All FR Document Imaging program updates, general maintenance releases, selected functionality releases, patches, and documentation released to the State and applied by MPCC as needed to meet the requirements, shall support and be compatible with any MPCC developed Custom software and interfaces.

1.1.4 Corrective Maintenance

When so requested by the State, MultiProcess will render emergency service as promptly as possible, and as according to Section 2.3 below, during MultiProcess' regular hours. Depending on availability of personnel during periods other than MultiProcess' regular business hours, emergency service will be rendered at MultiProcess' overtime rates, as then in effect.

1.1.5 Preventative Maintenance

MultiProcess will conduct such periodic inspections as are typically made for equipment with a configuration similar to that of the State's equipment. Such inspections will be made during the State's normal business hours.



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MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit G
Maintenance and Support Services

1.1.6 Replacement of Parts

When necessary, MultiProcess will replace, without charge, parts (other than operating supplies and media) necessary to ensure proper functioning of the equipment.

1.1.7 Software Maintenance

MultiProcess may at no charge update software from time to time to maintain or improve the equipment's performance or reliability.

1.1.8 Hardware Modifications

MultiProcess may at no charge modify hardware from time to time to maintain or improve the System's performance or reliability.

2. SYSTEM SUPPORT

2.1 MPCC's Responsibility

2.1.1 Technical Support

MPCC will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

2.1.2 System Rebuild

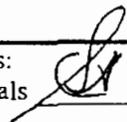
As part of the agreement, MPCC will help the State rebuild the System if the State has performed the proper backup on the DataView RMS system.

2.1.3 Maintenance Evaluations

When MPCC has personnel on site, they will evaluate and recommend maintenance or additional features to State personnel.

2.1.4 New Documents

MPCC will add at their discretion additional new documents to the RMS system when required. However, should the State require the addition of custom documents or if the State requires the addition of more than five (5) new documents per year, MPCC will quote the addition of these additional documents or any new system development at the rates established in Exhibit B Table 1-2 MPCC Rates Pricing.



**State of New Hampshire
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Contract 2006-016 Exhibit G
Maintenance and Support Services**

2.2 State's Responsibility

2.2.1 System Backups

System backups must be performed automatically on a daily basis. It is the State's responsibility to check the backup log on a daily basis to ensure the backup is completed properly.

2.3 System Support Levels

2.3.1 Class A Deficiencies (Telephone Support)

For all Class A Deficiencies, MPCC shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an e-mail / telephone response within two (2) hours of a request;

2.3.2 Class A Deficiencies (On-site or Remote Support)

For all Class A Deficiencies, MPCC shall provide on-site or with remote diagnostic services, within four (4) business hours of a request; and

2.3.3 Class B & C Deficiencies

For all Class B & C Deficiencies the State will notify MPCC of such Deficiencies during regular business hours and MPCC shall respond back within forty eight (48) hours of notification, for Class B Deficiencies only, of planned corrective action.

2.4 Term

MPCC FR Document Imaging System support will commence with the Effective Date of the contract and will remain in effect until the end of the Contract period.

3. DATA COLLECTION

3.1 Records Activities

MPCC shall maintain a record of the activities related to warranty repair or maintenance and support activities performed for the State. For all maintenance services calls, MPCC shall ensure the following information will be collected and maintained:

1. Nature of the Deficiency;
2. Current status of the Deficiency;
3. Action plans, dates, and times;
4. Expected and actual Completion time; and
5. Deficiency resolution information.

3.2 System Monitoring

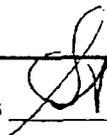
MPCC must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

**State of New Hampshire
Office of Information Technology
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Contract 2006-016 Exhibit G
Maintenance and Support Services**

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

4. **OIT TSS UNIT HELP DESK COVERAGE**

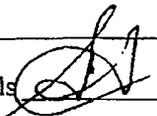
MPCC will provide training and materials required to assist the OIT TSS Unit's Help Desk prepare for support of the FR Document Imaging System through ongoing coordination with the OIT TSS Unit's Help Desk on change management and training activities; development of a OIT TSS Unit's Help Desk knowledge base; and metrics based on OIT TSS Unit's Help Desk inquiries.



State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit H
System Requirements

Not Used

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State of New Hampshire
Office of Information Technology
MPCC FR Document and Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit I
Work Plan

For significant enhancements and/or major software upgrades, MPCC shall provide the following products and services described in this Exhibit, including but not limited to the roles, responsibilities, products and services detailed below.

The detailed preliminary Work Plan created by MPCC (and the State) is incorporated at the end of this Exhibit.

In conjunction with MPCC's Project Management methodology, which will be used to manage the Project's life cycle, the MPCC team and the State will finalize the Work Plan at the onset of the Project. This plan will identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and MPCC team members), refine the Project's scope, and establish the Project's schedule. The Plan is documented in accordance with MPCC's Work Plan and will utilize MS Project to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the MPCC and State Project Managers.

1. ASSUMPTIONS

The following identifies the assumptions upon which the MPCC team's Work Plan and related cost proposal are based.

A. General

- 1) The State will provide team members with decision-making authority to support the implementation efforts, at the level outlined in the State Staffing Matrix.
- 2) All State tasks must be performed per the agreed-upon Work Plan established at the commencement of the Project and refined throughout the project.
- 3) All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State's Project Manager for resolution.
- 4) Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- 5) MPCC and the State will mutually refine and confirm the final project schedule, including deliverable and acceptance dates.
- 6) Since MPCC will not provide the State direct access to source code associated with the FR Document Imaging software, a separate escrow agreement is required for the licensed software at any time at the State's discretion.
- 7) MPCC maintains an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

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B. Logistics

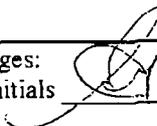
- 1) The MPCC team reserves the right to perform that work at their facility other than that furnished by the State, when practical at their expense.
- 2) The MPCC team will honor all holidays observed by MPCC or the State, although with permission, may choose to work on holidays and weekends.
- 3) The State will provide adequate facilities for the MPCC team, including PCs, phones, Virtual Private Network (VPN) access, and modem-based dial-out capability, and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, will be required. Convenient access to a high-speed printer, a high-speed copier, and a fax machine will be provided to the project team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies will be provided at no cost to the MPCC team and will be available when the Project begins.

C. Project Management

- 1) MPCC's Project Management Methodology will be used as the project management method.
- 2) The State will provide the project team with reasonable access to the State personnel as needed to complete project tasks.
- 3) A project folder created within a state supplied server will be used for centralized storage and retrieval of project documents, work products, and other material and information relevant to the success of the project and required by project team members. This central repository is secured by determining which team members have access to the project folder and granting either view or read/write privileges. The MPCC Project Manager will establish and maintain this folder. The State Project Manager will approve access for the State team. Documentation can be stored locally for the MPCC and State teams on a "shared" network drive to facilitate ease and speed of access. Final versions of all documentation will be loaded to a specified folder on the state supplied server.
- 4) MPCC and the state assume that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Technical Environment and Management

- 1) The State is responsible for providing the hardware, network, and communication facilities needed to support the project.
- 2) It is assumed the State will provide the hardware and operating system to host the project's development and production instances. Hardware and operating system environments must be sized to support a minimum of six instances of the applications (instances include: configuration; development, system/integration testing, acceptance testing, training, and production). It is assumed that all instances are installed on similar hardware configurations and operating system.



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- 3) The State's hardware operating environment and supporting software must meet MPCC certification requirements for the applications Deployment being installed.
- 4) The State is responsible for providing the Internet access.
- 5) The MPCC team will implement future Releases and Versions of the FR Document Imaging application.
- 6) All disk and memory requirements based on MPCC's written recommendation will be satisfied prior to the MPCC team assisting with any installation activities on the State's platform.
- 7) Designated State systems personnel will be available during normal working hours and for adjustments to operating systems configurations and tuning.

E. Conversions

- 1) The MPCC team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the MPCC technical team, a subset of the conversions. The MPCC team will lead the State with the mapping of the legacy data to the FR Document Imaging Applications. Additionally, the MPCC team will:
 - a. Provide the State with FR Document Imaging Application data requirements and examples, of data mappings, and conversion scripts.
 - b. Provide guidance and assistance with the use of the Conversion Scripts provided.
 - c. Lead the review of functional and technical specifications.
 - d. Assist with the resolution of problems and issues associated with the development and implementation of the conversions.

F. Project Schedule

- 1) Deployment is planned to begin on with a planned go-live date as detailed in Section 7 Work Plan.

G. Reporting

- 1) MPCC will provide bi-Weekly progress reports during any new version release and then quarterly thereafter.

H. User Training and Change Management

- 1) The MPCC team will assist the state in the development of the end-user training plan.
- 2) A train the trainer approach will be used for the delivery of end-user training.
- 3) The State is responsible for the delivery of end-user training.
- 4) The State will schedule and track attendance on all end-user training classes.

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I. Performance Testing

- 1) This is an existing system that is being enhanced and modified through this Contract. MPCC will conduct remote performance testing at their site with follow-up support to State testing at the Concord, NH State site.

2. ROLES AND RESPONSIBILITIES

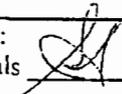
A. MPCC Team Roles and Responsibilities

1) MPCC Team Project Manager

The MPCC team Project Manager will have overall responsibility for the day-to-day management of the project and will plan, track, and manage the activities of the MPCC implementation team. The MPCC team Project Manager will have the following responsibilities:

- a. Maintain communications with the State's Project Manager;
- b. Work with the State in planning and conducting a kick-off meeting;
- c. Create and maintain the project Work Plan;
- d. Assign MPCC team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- e. Define roles and responsibilities of all MPCC team members;
- f. Provide BI-WEEKLY meetings and monthly update progress reports to the State Project Manager during implementation;
- g. Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- h. Review task progress for time, quality, and accuracy in order to achieve progress;
- i. Review requirements and scheduling changes and identify the impact on the project in order to identify whether the changes may require a change of scope;
- j. Implement scope and schedule changes as authorized by the State Project Manager and with appropriate change control approvals as identified in this Implementation Plan;
- k. Inform the State Project Manager and staff of any urgent issues if and when they arise; and
- l. Provide the State completed project deliverables and obtain sign-off from the State's Project Manager.

3) MPCC Team Technical Lead



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The MPCC team Technical Lead will conduct analysis of requirements, validate the MPCC team's understanding of the State's business requirements by application, and perform business requirements mapping:

- a. Construct and confirm application test case scenarios;
- b. Produce application configuration definitions and configure the applications;
- c. Conduct testing of the configured application;
- d. Produce functional specifications for extensions, conversions, and interfaces;
- e. Assist the State in the testing of extensions, conversions, and interfaces;
- f. Assist the State in execution of the State's acceptance test;
- g. Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- h. Assist with the correction of configuration problems identified during system, integration and acceptance testing; and
- i. Assist with the transition to production.

4) MPCC Team

The MPCC team will assume the following tasks:

- a. Development and review of functional and technical specification to determine that they are at an appropriate level of detail and quality;
- b. Development and documentation of conversion and interface programs in accordance with functional and technical specifications;
- c. Development and documentation of installation procedures; and
- d. Development and execution of unit test scripts;
- e. Unit testing of conversions and interfaces developed; and
- f. System integration testing.

B. State Roles and Responsibilities

The following State resources have been identified for the project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the implementation.

1) State Project Manager

The State Project Manager will work side-by-side with the MPCC Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate project status on a regular basis. The State Project Manager represents the State in all

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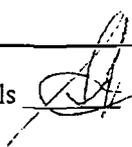
decisions on implementation project matters, provides all necessary support in the conduct of the implementation project, and provides necessary State resources, as defined by the project Work Plan and as otherwise identified throughout the course of the project. The State Project Manager has the following responsibilities:

- a. Plan and conduct a kick-off meeting with assistance from the MPCC team;
- b. Assist the MPCC Project Manager in the development of a detailed project Work Plan;
- c. Identify and secure the State project team members in accordance with the project Work Plan;
- d. Define roles and responsibilities of all State project team members assigned to the project;
- e. Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain implementation tasks;
- f. Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the project level;
- g. Inform the MPCC Project Manager of any urgent issues if and when they arise; and
- h. Assist the MPCC team staff to obtain requested information if and when required to perform certain project tasks.

2) State Subject Matter Experts (SMEs)

The role of the State SMEs is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the implementation. Responsibilities of the SMEs include the following:

- a. Be the key user and contact for their agency or department;
- b. Attend project team training and acquire in-depth functional knowledge of the relevant application applications;
- c. Assist in validating and documenting user requirements, as needed;
- d. Assist in mapping business requirements;
- e. Assist in constructing test scripts and data;
- f. Assist in system, integration, and acceptance testing;
- g. Assist in performing conversion and integration testing and data verification;
- h. Attend project meetings when requested;
- i. Assist in training end users in the use of the custom FR Document Imaging Software Solution and the business processes the applications support.



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3) State Technical Lead and Architect

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- a. Attend technical training as necessary to support the project;
- b. Assist the State and MPCC team Project Managers to establish the project's detailed Work Plan;
- c. Manage the day-to-day activities of the State's technical resources assigned to the project;
- d. Work with State IT management to obtain State technical resources in accordance with the Project's Work Plan;
- e. Work with the MPCC Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's project development and production environments;
- f. Work in partnership with the MPCC and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the project. This is a Contractor deliverable and it will be expected that MPCC will lead the overall effort with support and assistance from the State; and
- g. Represent the technical efforts of the State at BI-WEEKLY project meetings to be held via telephone conferencing.

4) State Application DBA (OIT)

The role of the State Application DBA(s) is to work closely with the MPCC team to install and maintain the application environments throughout the duration of the project. It is important that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the implementation project:

- a. Attend application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- b. Work with the MPCC to finalize machine, site, and production configuration;
- c. Work with the MPCC to finalize logical and physical database configuration;
- d. Work with the MPCC to install the FR Document Imaging Applications in the test and training environment;
- e. Work with the MPCC to clone additional application instances as needed by the application teams;

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- f. Work with the MPCC upgrades to the application instances as required by the Application teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- g. Work with the MPCC and the application teams to establish and manage an instance management plan throughout the project;
- h. Work with the MPCC to establish and execute backup and recovery procedures throughout the project;
- i. *Manage operating system adjustments and system maintenance to maintain system configurations and specifications;*
- j. Work with the application teams to manage the availability of application instances throughout the project;
- k. Perform routine FR Document Imaging applications monitoring and tuning;
- l. Work with the MPCC to define and test application security, backup and recovery procedures; and
- m. Assume responsibility for the database administration functions, upon transfer of the application to the State's hardware platform.
- n. Develop and maintain role-based security as defined by the application teams;
- o. Establish new FR Document Imaging Application user Ids; and
- p. Configure menus, request groups, security rules, and custom responsibilities.

5) State Network Administrator (OIT)

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- a. Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- b. Establish connections among the database and application servers; and
- c. Establish connections among the desktop devices and the application and database servers.

6) State Testing Lead

The State's Testing Lead will lead and coordinate the State's testing efforts. Responsibilities include:

- a. Leading the development of system, integration, performance, and acceptance testing plans;
- b. Leading system, integration, performance, and acceptance testing;
- c. Chairing test review meetings;

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- d. Coordinating the State's team and external third parties involvement in testing;
- e. Ensuring that proposed process changes are considered by process owners;
- f. Establish priorities of deficiencies requiring resolution; and
- g. Tracking deficiencies through resolution.

3. SOFTWARE APPLICATION

MPCC has licensed the State of New Hampshire, Office of Information Technology, to support the Financial Responsibility (FR) imaging system where the case records of individuals with problematic driving records were manually stored in file folders and filed in racks for subsequent retrieval and archival. The FR imaging system stores manually indexed scanned documents and automatically indexed documents electronically transmitted from the mainframe Motor Vehicle System on optical disk in "folders" indexed by driver license number and thus eliminates many problems. The MPCC imaging software also is integrated with the scanners and plasma storage hardware and software. This FR system alleviates the need for costly floor space, labor intensive and often misplaced files which were then unavailable for critical activities such as a hearing to suspend a driver's privilege to operate a motor vehicle.

4. CONVERSIONS

The following Table 4-1 identifies the conversions within the scope of this Contract.

Table 4-1: Planned Conversions (none at this time)

Conversion	Components, If applicable	Lead Responsibility	Description

A. Conversion Testing Responsibilities

- 1) The MPCC team and the State, based on their assigned conversion responsibilities, as set forth in Exhibit F: *Testing Services* will identify applicable test scripts and installation instructions, adapt them to the project specifics, test the business process, and compare with the documented expected results.
- 2) The MPCC team and the State, based on their assigned conversion responsibilities, will execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- 3) The State and the MPCC team is responsible for documenting the technical specifications of all programs that extract and format data from the legacy systems for use by the conversion processes.
- 4) The MPCC team and the State, based on their assigned conversion responsibilities, will develop and unit test their assigned conversions.

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- 5) The State and the MPCC teams, will jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- 6) The State and the MPCC teams, will jointly verify and validate the accuracy and completeness of the conversions for acceptance testing and production.

5. INTERFACES

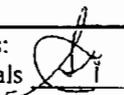
Interfaces will be implemented in cooperation with the State. The following Table 5-1 identifies the interfaces within the scope of this Contract and their relative assignment.

Table 5-1: In-Scope Interfaces (none at this time)

Interface	Components, if applicable	Responsible Party	Description

A. Interface Responsibilities

- 1) The MPCC team will provide the State the FR Document Imaging application data requirements and examples, of data mappings and interfaces implemented on other projects. The MPCC team will identify the APIs the State should use in the design and development of the interface.
- 2) The MPCC team will lead the State with the mapping of legacy data to the FR Document Imaging Applications.
- 3) The MPCC team will lead the review of functional and technical interface specifications.
- 4) The MPCC team will assist the State with the resolution of problems and issues associated with the development and implementation of the interfaces.
- 5) The MPCC team will document the functional and technical specifications for the interfaces.
- 6) The MPCC team will create the initial test plan and related scripts to unit test the interface. The State will validate and accept.
- 7) The MPCC team will develop and unit test the interface.
- 8) The State and the MPCC team will jointly verify and validate the accuracy and completeness of the interface.
- 9) The State will document the technical changes needed to other legacy systems, if required, to accommodate the interface.
- 10) The State will develop and test all other legacy application changes (if required), needed to accommodate the interface.



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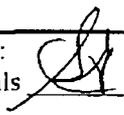
- 11) The State and the MPCC teams, will jointly construct test scripts and create any data needed to support testing the interfaces.
- 12) The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- 13) The State is responsible for documenting the procedures required to run the interfaces in production.
- 14) The State is responsible for the scheduling of interface operation in production.

6. APPLICATION MODIFICATION

To more fully address the State's requirements, the MPCC team will implement the following application modifications. The following Table 6-1 identifies the modifications that are within the scope of this Contract.

Table 6-1: Modifications – MPCC Developed (none at this time)

Requirement	Components, if applicable	Enhancement Description



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- 11) The State and the MPCC teams, will jointly construct test scripts and create any data needed to support testing the interfaces.
- 12) The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- 13) The State is responsible for documenting the procedures required to run the interfaces in production.
- 14) The State is responsible for the scheduling of interface operation in production.

6. APPLICATION MODIFICATION

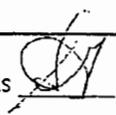
To more fully address the State's requirements, the MPCC team will implement the following application modifications. The following Table 6-1 identifies the modifications that are within the scope of this Contract.

Table 6-1: Modifications – MPCC Developed (none at this time)

Requirement	Components, if applicable	Enhancement Description

7. WORK PLAN

The Final Work Plan for ECR XX, prepared in MS Project, is as follows: **(there are none at this time)**



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Exhibit J
MPCC FR Document Imaging Software License

The terms set forth in this Exhibit J: *MPCC FR Document Imaging Software License* are specific to the provision of the FR Document Imaging Software licenses and related Technical Support, as provided herein, and in no way shall limit or impact the rights under the FR Document Imaging Software Solution System warranty.

1. LICENSE GRANT

Subject to the payment of applicable license fees as set forth in Exhibit B: *Price and Payment Schedule*, MPCC grants to the State a perpetual, irrevocable, non-exclusive limited license to use the FR Document Imaging System for the State's internal business operations, subject to the terms of the Contract, including the definitions and rules attached thereto, as well as the associated documentation. The State may allow its agents and contractors to access and use the FR Document Imaging Software for this purpose and in such event, the State shall first obtain written agreement from such agents and contractors that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE AND DOCUMENTATION COPIES

FR Document Imaging Software documentation is either shipped with the MPCC FR Document Imaging Software or the State may access the documentation online at multiprocess.com. The State shall have the right to make a sufficient number of copies of the MPCC FR Document Imaging Software for its licensed use and one copy of each program media.

3. RESTRICTIONS

The State may not:

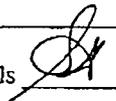
- a. Remove or modify any program markings or any notice of MPCC's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations;
- c. Cause or permit reverse engineering, disassembly or decompilation of the programs;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

4. TITLE

Title, right, and interest (including all ownership and Intellectual Property rights) in the FR Document Imaging Software shall remain with MPCC. The State agrees that, in the event that the State infringes on MPCC's intellectual property rights, MPCC may pursue all remedies against the State, notwithstanding any provision of this Contract, including the limitation of liability.

5. TECHNICAL SUPPORT SERVICES

Technical support consists of Software Updates, Product Support, and/or other annual technical support services. MPCC shall have available to the State standard commercially available technical support services for deficiency/defect correction assistance, FR Document Imaging Software support, patch dissemination, and other technical support services. The State requires advance notice of a minimum of twelve (12) months prior to desupport of a software product. Such desupport notices will contain desupport dates, information about availability of Extended Support and Extended Maintenance Support and information about migration paths for certain



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features. The desupport notices are subject to change; MPCC will provide updated desupport notices as necessary.

Software Updates or Product Support may be extended by the State annually in accordance with terms and conditions identified herein. Such extension is at the State's discretion.

6. AUDIT

Upon forty-five (45) days written notice, MPCC may audit the State's use of the programs at its own expense. The State agrees to cooperate with MPCC's audit and provide reasonable assistance and access to information. The State agrees that MPCC shall not be responsible for any of the State's costs incurred in cooperating with the audit. MPCC's audit rights are subject to applicable laws of the State of New Hampshire.

7. NON-INFRINGEMENT

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

- a. Notifies MPCC promptly in writing, not later than thirty (30) days after the Recipient receives actual notice of such claim or information;
- b. Gives MPCC sole control of the defense and any settlement negotiations, except that State's counsel may participate to the extent it seeks to assert defenses or claims available to the State as a sovereign; and
- c. Gives MPCC the information, authority, and assistance the Provider needs to defend against or settle the claim.

If MPCC believes or it is determined that any of the Material may have violated someone else's intellectual property rights, MPCC may choose to either modify the Material to be non-infringing (while substantively preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, MPCC may end the license for, and require return of the applicable Material and refund any fees the State may have paid for it. MPCC will not indemnify the State if the State alters the Material or uses it outside the scope of use identified in MPCC's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State, at no added expense. MPCC will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data, or material not furnished by MPCC. MPCC will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by MPCC. This section provides the parties' exclusive remedy for any infringement claims or damages for that Material that is furnished under this Exhibit J: *MPCC FR Document Imaging Software License*.

**State of New Hampshire
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Contract 2006-016 Exhibit K
WARRANTY and WARRANTY SERVICES**

1. WARRANTIES

MPCC shall warrant all software and services provided in the Contract Documents.

1.1 Software

MPCC shall warrant that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the specifications and terms of the Contract.

1.2 Services

MPCC shall warrant that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standard, and specifications and terms of the Contract. MPCC shall warrant 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.

1.3 Non-Infringement

MPCC shall warrant that it has good title to, or the right to allow the State to use, all Services and Software provided under this contract, and that such Services and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.4 Viruses; Destructive Programming

MPCC shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the specifications.

1.5 Compatibility

MPCC shall warrant that all System components, including but not limited to the individual modules or functions, including any replacement or upgraded FR Document Imaging System Software components provided by MPCC to correct deficiencies or as an enhancement, shall operate with the rest of the FR Document Imaging System Software without loss of any functionality.

1.6 Personnel

MPCC shall warrant 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.

2. WARRANTY SERVICES

MPCC shall agree to maintain, repair, and correct deficiencies in the FR Document Imaging System Software, including but not limited to the individual modules or functions, at no additional cost to the State, in accordance with the specifications and terms and requirements

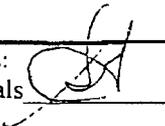
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WARRANTY and WARRANTY SERVICES

of the Contract, including without limitation, correcting all errors, and defects and deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient FR Document Imaging System Software and documentation.

Warranty services shall include, without limitation, the following:

- a. Provide support services for the maintenance of the FR Document Imaging System Software in accordance with the Specifications, terms, and requirements of the Contract;
- b. Repair or replace the FR Document Imaging System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- c. MPCC shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hour of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all warranty services calls, MPCC shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual Deficiency completion time; and 5) Deficiency resolution information;
- g. MPCC must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- h. All Deficiencies found during the warranty period and all Deficiencies found with the warranty releases shall be corrected by MPCC no later than five (5) business days, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event MPCC fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare MPCC in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) return the MPCC's product and receive a refund for all amounts paid to the MPCC, including but not limited to, applicable license fees within ninety (90) days of notification to MPCC of the State's intent to request a refund; and 3) to pursue its remedies available at law or in equity.



State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit K
WARRANTY and WARRANTY SERVICES

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect.

3. WARRANTY PERIOD

The warranty period will initially commence upon the State acceptance and implementation of the FR Document Imaging System Software and will continue through ninety (90) days.

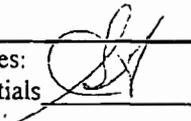
If within the last thirty (30) calendar days of the warranty period, the FR Document Imaging System Software fails to operate as specified, the warranty period will cease, MPCC will correct the deficiency, and a thirty (30) calendar day warranty period will begin. Any further deficiencies with the FR Document Imaging System Software must be corrected and run fault free for thirty (30) calendar days.

4. POST WARRANTY SOFTWARE MAINTENANCE SUPPORT

The MPCC's agreement for FR Document Imaging System Software, maintenance, and support services following the completion of the warranty period shall not contain any terms or provisions that conflict with the New Hampshire State Terms and Conditions or Warranty Requirements.

4.1 Software Maintenance and Support Levels

- a. All new FR Document Imaging System Software releases as part of the software maintenance agreement;
- b. Available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email /telephone response within two (2) hour of request, with assistance response dependent upon issue severity;
- c. On-site or with remote diagnostic services within four (4) business hours of a request;
- d. Repair or replacement of the FR Document Imaging System Software, and maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;
- e. Repair or replace the FR Document Imaging System Software, or any portion thereof, that is Deficient;
- f. Maintain a record of the activities related to maintenance activities performed for the State;
- g. For all maintenance services calls, the State expects the following information to be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) *expected and actual completion time*; 5) Deficiency resolution information; and
- h. MPCC must work with the State to identify and troubleshoot potentially large-scale FR Document Imaging System Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the software; 2) diagnosis of root cause of problem; and 3) identification of repeat calls or repeat software problems.

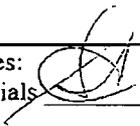


**State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit L
Training Services**

MPCC shall provide the following Training Products and Services required under the Contract Documents and as further described in the Contract Documents, including but not limited to:

A. TRAINING

MPCC's only responsibility for training will be to conduct Train-the-Trainer training support for each ECR implementation, as requested by the State for all Deliverables in the Contract. All courses can be offered remotely or on-site in New Hampshire as required.

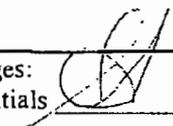


**State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit M
IT Required Work Procedures**

IT Required Work Procedures

1. All work done must conform to standards and procedures established by the Office of Information Technology and the Department of Safety.
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 MPCC to successfully complete the assumed assignment will be at the sole expense of MPCC and provided by MPCC.
4. MPCC must agree to provide an "equal or better" replacement for any personnel who leave employment of MPCC during the course of the contract.
5. MPCC must make the individuals available to be interviewed by the State prior to the project assignment.
6. MPCC 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.

Initial All Pages:
Contractor Initials



2006-016 DOS MPCC Exhibit M vFinal2 120205
3/7/2006

Page 1 of 1

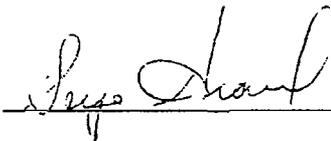
State of New Hampshire
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit N
Confidentiality Clause

CONFIDENTIALITY OF CLIENT INFORMATION

It is the rule of the New Hampshire Department of Safety, Business Management Division, that information regarding Agency clients is confidential. Any contractor of the Agency who has access to client information is enjoined to keep such information from being made available to persons who do not have a legitimate need to know such information. For example, client records should not be released to any person or agency except under the following conditions: a) to a person or agency who is carrying out services for any Agency client under contract, authorization of agreement with our Agency; b) by specific request and signed release of the client; or c) by direct order of a court of law or higher administrative authority.

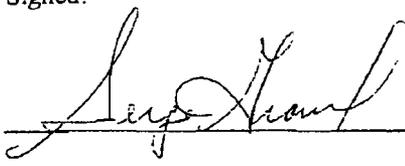
Agency contractors are enjoined not to discuss client information with members of their family or the general public when such information could reasonable be identified with a specific client.

Failure to exercise reasonable and prudent action in compliance with the above rule may result in mandatory discharge of the contractor concerned.

MPCC  Date March 6, 2006

I have read the above-posted rule regarding confidentiality of client information. I understand its provisions and penalty.

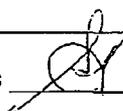
Signed:


Contractor

March 6, 2006
Date

Witness

Date

Initial All Pages:
Contractor Initials 

**State of New Hampshire
NH Department of Safety
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit P
Certificate of Good Standing**

Insert Contractor Certificate of Authority here.

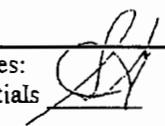
New Hampshire Certificate of Authority or Certificate of Good Standing

(VENDORS NEED TO SUBMIT)

As a condition of contract award, the Vendor must furnish a Certificate of Authority/Good Standing dated after April 1, 2005, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

If your company is registered, a Certification thereof may be obtained from the Secretary of State.



STATE OF NEW HAMPSHIRE
Office of Information Technology
MPCC FR Document Imaging Enhancement and Maintenance Contract
Contract 2006-016 Exhibit O
Certificate of Vote

CERTIFICATE

(Corporation Without Seal)

I, JAMES BUBLIKOWICZ, Clerk/Secretary of the
MULTIPROCESS COMPUTED CORP., do hereby certify that:
(1) I am the duly elected and acting Clerk/Secretary of the MULTIPROCESS, COMPUTED CORP., a
NEW HAMPSHIRE corporation (State of incorporation) (the "Corporation");

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

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

(4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 9 day of MARCH, 2008, which meeting was duly held in accordance with NEW HAMPSHIRE (State of incorporation) law and the by-laws of the Corporation:

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

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

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;

(6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

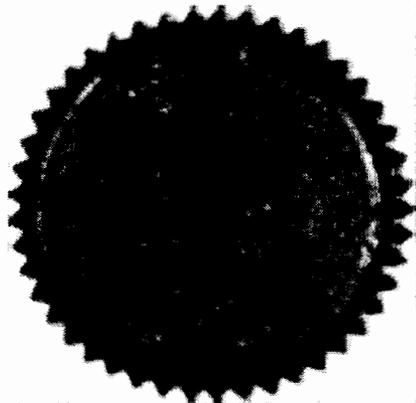
SERGE GRAVEL President
JAMES BUBLIKOWICZ Vice President

Treasurer

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify MULTIPROCESS COMPUTER CORPORATION is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on SEPTEMBER 29, 1989. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



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 JUNE, A.D. 2006

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

William M. Gardner
Secretary of State



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

April 6, 2006

Richard M. Flynn, Commissioner
State of New Hampshire
Department of Safety
James H. Hayes Building
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Flynn:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your agency's request to enter into a contract with MultiProcess Computer Corporation (MPCC) as described below and referenced as OIT No. 2006-016. This project is a result of RFP# ITS-07-2002-004 FR.

This is a request to enter into a contract for document imaging software, support, maintenance and enhancement services with MultiProcess Computer Corporation (MPCC) in support of the Department of Safety record retrieving and archiving project. The contract will become effective upon Governor and Council approval through December 31, 2010. The amount of the contract is not to exceed \$500,00.00.

This project is set forth in the Department of Safety's Strategic Information Technology Plan September 2005, FR Imaging Enhancement and Maintenance Contract, project #7.

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

Sincerely,

Richard C. Bailey, Jr.

RB/kag
2006-016

cc: Brian Lumbert
William Holscher
Dave Perry

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/07/2006
PRODUCER (603)669-4567 FAX (603)669-4108 Chase & Durand Assoc. Inc. 119 Walnut Street Manchester, NH 03104 Catherine Zaricki		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 Multi Process Computer Corp One Industrial Drive P.O.Box 1020 Windham, NH 03087		INSURERS AFFORDING COVERAGE NAIC # INSURER A: CHUBB GROUP OF INSURANCE COS INSURER B: PHILADELPHIA INSURANCE CO INSURER C: INSURER D: INSURER E:

COVERAGES

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

INSUR ADD'L TR INSUR	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	35797175 EZG	05/10/2006	05/10/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ included MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS + COMPOF AGG \$ 2,000,000
	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 (Per 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 \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	79816667	05/10/2006	05/10/2007	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ 0 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	71711333 06	05/10/2006	05/10/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Professional Liability	PHSD186870	05/10/2006	05/10/2007	Occurrence \$1,000,000 Aggregate \$1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
DOS - NH Department of Safety 33 Hazen Drive Concord, NH 03305	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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Richard T. Walsh <i>Richard T. Walsh</i>