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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/doit

Denis Goulet  
Commissioner

February 21, 2018

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

*Retractive/Sole Source*

**Requested Action**

Authorize the Department of Information Technology (DoIT), on behalf of the Department of Safety (DOS), to enter into a **sole source, retroactive** contract with Computer Projects of Illinois, Inc. (VC # 168812) of Bolingbrook, IL, in the amount of \$740,786.55 for the purpose of providing software support and maintenance services for the J-One message switch. Effective upon Governor and Council approval retroactively to July 1, 2017, through June 30, 2019, with the option to extend for one year upon consent of both parties and Governor and Executive Council approval.

**100% Other (Agency Class 27) funds: the Agency Class 027 used by the Department of Safety to reimburse DoIT is 90% Highway and 10% Turnpike funds.** Funds are available as follows for SFY 2018 and SFY 2019 with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#- ACCTG UNIT#- DEPT NAME -ACCTG UNIT NAME CLASS -OBJECT -ACCOUNT DESC	FY 2018	FY 2019	TOTAL AMOUNT
01-03-03-030010-76230000- DoIT-IT for DOS 038-509038 Agency Application Software Job Number - 03230150	\$363,291.00	\$377,495.55	\$740,786.55

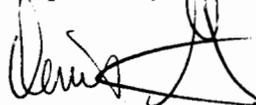
**Explanation**

The contract is **sole source** as Computer Projects of Illinois, Inc. provides proprietary systems for which they maintain exclusive support and maintenance rights. Computer Projects of Illinois, Inc. has provided New Hampshire State Police with its OpenFox® software including the OpenFox® Message Switch, Configurator, Operator Aid, Messenger, Archive Retrieval, Hotfiles and J-One capabilities since 2008. Computer Projects of Illinois, Inc. developed the components of the Integrated Criminal Justice Information System (J-One) under the original contract approved by Governor and Council

on October 8, 2008. The contract is **retroactive** to July 1, 2017, due to the most recent amendment expiring on June 30, 2017 and the establishment of an ongoing support contract that was not addressed during a transition of staff responsibility.

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

Respectfully submitted,

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

Denis Goulet

DG/ik  
DoIT #2018-125  
RID: 32581

cc: Scott Hopkins, IT Manager, DOIT



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**Denis Goulet**  
*Commissioner*

February 21, 2018

John J. Barthelmes, Commissioner  
Department of Safety  
State of New Hampshire  
110 Smokey Bear Boulevard  
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source retroactive contract with Computer Projects of Illinois, Inc. (CPI) of Bolingbrook, IL, as described below and referenced as DoIT No. 2018-125.

The purpose of this request is to enter into a sole source, retroactive contract with Computer Projects of Illinois, Inc. of Bolingbrook, IL. CPI provides proprietary systems for which they maintain exclusive support and maintenance rights. CPI has provided New Hampshire State Police with its OpenFox® software including the OpenFox® Message Switch, Configurator, Operator Aid, Messenger, Archive Retrieval, Hotfiles and J-One capabilities since 2008.

The amount of the contract is \$740,786.55, and shall become effective retroactively to July 1, 2017 through June 30, 2019 upon Governor and Executive Council approval.

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

Sincerely,

Denis Goulet

DG/ik  
DoIT #2018-125  
RID: 32581

cc: Scott Hopkins, IT Manager, DoIT

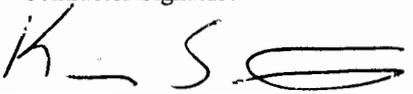
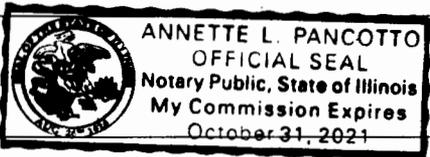
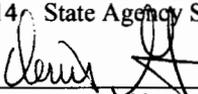
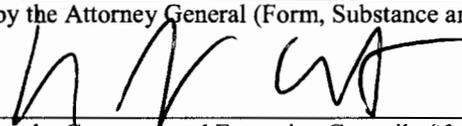
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive Concord NH 03305	
1.3 Contractor Name Computer Projects of Illinois, Inc.		1.4 Contractor Address 400 Quadrangle Drive, Suite F Bolingbrook, IL 60440	
1.5 Contractor Phone Number 630-754-8820	1.6 Account Number 01-03-03-030010-76230000 038-509038 Job Number - 03230150	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$740,786.55
1.9 Contracting Officer for State Agency Denis Goulet, Commissioner		1.10 State Agency Telephone Number (603) 223-5703	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kevin Sawatzky CEO	
1.13 Acknowledgement: State of <u>ILLINOIS</u> , County of <u>Will</u> On <u>2/19/2018</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 and Title of Notary or Justice of the Peace ANNETTE L. PANCOTTO, EXECUTIVE ASSISTANT			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Denis Goulet Commissioner & CIO Date: <u>2/22/2018</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/22/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any 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 is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

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

## **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

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

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

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

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

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

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

## **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

## **14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
SUPPORT AND MAINTENANCE of CPI SOFTWARE  
CONTRACT 2018-125  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
SUPPORT AND MAINTENANCE of CPI SOFTWARE  
CONTRACT 2018-125  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Information Technology on behalf of the Department of Safety, and Computer Projects of Illinois, Inc. (Vendor), an Illinois Corporation, having its principal place of business at 400 Quadrangle Drive Suite F, Bolingbrook, IL 60440 to provide support and maintenance of its OpenFox® software including the OpenFox® Message Switch, Configurator, Operator Aid, Messenger, Archive Retrieval and Hotfiles and J-One capabilities.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 CONTRACT DOCUMENTS**

This Contract Agreement (2018-125) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 – Exhibits:
  - Exhibit A- Statement of Work
  - Exhibit B- Price and Payment Schedule
  - Exhibit C- Special Provisions
  - Exhibit D- Administrative Services
  - Exhibit E- Warranties
  - Exhibit F- Not Used
  - Exhibit G- Certificates and Attachments

**1.2 ORDER OF PRECEDENCE**

The Order of Precedence is:

- a. State of New Hampshire, Department of Information Technology Contract Agreement 2018-125, including Parts 1 2, amd 3.
- b. Contractor Quote/Proposal dated July 1, 2017 Attachemnt 1.

**2. CONTRACT TERM**

The Contract shall begin on July 1, 2017 and extend through June 30, 2019. The Term may be extended up to one (1) year, (“Extended Term”) at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term and Governor and Council Approval.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
SUPPORT AND MAINTENANCE of CPI SOFTWARE  
CONTRACT 2018-125  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

**3. CONTRACT PRICE**

The Contract Price is identified in Part 1, P37 General Provisions, block 1.8 Price Limitation. Method of payment and terms of payment are identified and more particularly described in Section 5 of P-37 General Provisions and in Part 2, Exhibit B: *Price and Payment Schedule*. Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the price limitation in block 1.8 of the P-37 (“Total Contract Price”). The payment by the State of the Total Contract price shall be the only, and the complete reimbursement to the Vendor for all fees and expenses, of whatever nature, incurred by the Vendor in the performance hereof. The State will not be responsible for any travel or out of pocket fees incurred in the performance of the Services performed under this Contract.

**4. CONTRACT MANAGEMENT**

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

**4.1 THE CONTRACTOR’S CONTRACT MANAGER**

The Contractor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Contractor’s Contract Manager is:

Kevin Sawatzky  
CEO  
400 Quadrangle Drive, Suite F  
Bolingbrook, Illinois 60440

**4.2 STATE CONTRACT MANAGER**

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

Kevin EJ Connor  
Business and Project Administrator  
Department of Safety  
Division of State Police  
33 Hazen Drive  
Concord, NH 03305  
Tel: (603) 223-4300  
Email: kevin.connor@dos.nh.gov

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
SUPPORT AND MAINTENANCE of CPI SOFTWARE  
CONTRACT 2018-125  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

**4.3 REFERENCE AND BACKGROUND CHECKS**

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and The Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – Part 2, Information Technology Provisions-Section 9: *Use of State’s Information, Confidentiality.*

**5. DELIVERABLES**

**5.1 THE CONTRACTOR’S RESPONSIBILITIES**

The Contractor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit all information and documentation relating to the Subcontractor including terms and conditions consistent with this Contract. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**5.2 DELIVERABLES AND SERVICES**

The Contractor shall provide the State with the Services in accordance with the time frames in the Contract, and as more particularly described in Contract Exhibit A: Statement of Work. Upon its submission of a Deliverable or Service, the Contracted Vendor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

**6. SOFTWARE**

The Contractor shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Attachment 1 Contractor Quote/Proposal.

**7. SERVICES**

The Contractor shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

**7.1 ADMINISTRATIVE SERVICES**

The Contractor shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: Administrative Services.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
SUPPORT AND MAINTENANCE of CPI SOFTWARE  
CONTRACT 2018-125  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

**7.2 MAINTENANCE AND SUPPORT SERVICES**

The Contractor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit A: Statement of Work.

**7.3 WARRANTY SERVICES**

The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit E: Warranties.

**8. INTELLECTUAL PROPERTY**

**8.1 SOFTWARE TITLE**

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor.

**8.2 CONTRACTOR'S MATERIALS**

In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor 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 State Confidential Information by the Contractor employees or third party consultants engaged by the Contractor.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

**8.3 SURVIVAL**

This Contract Agreement Section 8: *Intellectual Property* shall survive the termination of the Contract.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
SUPPORT AND MAINTENANCE of CPI SOFTWARE  
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PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

**9. USE OF STATE’S INFORMATION, CONFIDENTIALITY**

**9.1 USE OF STATE’S INFORMATION**

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. “State Confidential Information” shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor’s performance under the Contract.

**9.2 STATE CONFIDENTIAL INFORMATION**

The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information that becomes available to the Contractor 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 otherwise become publicly available other than 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, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, the Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

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**9.3 CONTRACTOR CONFIDENTIAL INFORMATION**

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

**9.4 SURVIVAL**

This Contract Agreement Section 9, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

**10. LIMITATION OF LIABILITY**

**10.1 STATE**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract Price set forth in Part 1, P37 General Provisions, block 1.8 Price Limitation.

**10.2 CONTRACTOR**

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State shall not exceed the total Contract Price set forth in Contract Agreement – P-37, General Provisions, Block 1.8, to the extent paid.

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the Part 1, P37 General Provisions, Section 13: *Indemnification* and confidentiality obligations in Part 2

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Information Technology Provisions-Section 9: *Use of State's Information, Confidentiality*, which shall be unlimited.

**10.3 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.

**10.4 SURVIVAL**

This Section 10: *Limitation of Liability* shall survive termination or Contract conclusion.

**11. TERMINATION**

This Section 11 shall survive the termination or Contract conclusion.

**11.1 TERMINATION FOR DEFAULT**

Any one or more of the acts or omissions set forth in Part 1, P37 General Provisions, Sections 8.1.1, 8.1.2 and 8.1.3 of the Contractor shall constitute an event of default hereunder ("Event of Default")

11.1.1 Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the actions set forth in Part 1, P37 General Provisions, Sections 8.2.1 through 8.2.4 and in a. below.

a. Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

11.1.2 The Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

**11.2 TERMINATION FOR CONVENIENCE**

11.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate

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price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

- 11.2.2 During the thirty (30) day period, the Contractor shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

**11.3 TERMINATION FOR CONFLICT OF INTEREST**

- 11.3.1 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.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if the Contractor did not know, or reasonably did not know, of the conflict of interest.

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

**11.4 TERMINATION PROCEDURE**

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

- 11.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor 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

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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, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that the Contractor has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

**12. CHANGE OF OWNERSHIP**

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

**13. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

13.1 The Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall 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, and may constitute an event of default at the sole discretion of the State.

13.2 The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. 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 the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that

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may arise from any event of default of the provisions of the contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

13.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Section 12: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

**14. DISPUTE RESOLUTION**

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

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

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>Computer Projects of Illinois, Inc.</b>	<b>STATE</b>	<b>CUMULATIVE ALLOTTED TIME</b>
<b>Primary</b>	Greg Jones Project Manager	Colonel Christopher Wagner State Project Manager (PM)	5 Business Days
<b>First</b>	Marc Smith Sales Manager	Scott Hopkins IT Leader	10 Business Days
<b>Second</b>	Kevin Sawatzky Computer Projects of Illinois’s CEO	Denis Goulet Department of Information Technology, Commissioner	15 Business Days

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

**15. REQUIRED WORK PROCEDURES**

All work done on State-owned hardware (Statement of Work does not contemplate that Contractor will be doing any work on State-owned hardware) must conform to standards and procedures established by the Department of Information Technology and the State.

**15.1 COMPUTER USE**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), the Contractor understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if the Contractor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

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**15.2 EMAIL USE**

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal Email systems” or “State-funded Email systems.” The Contractor understands and agrees that use of email shall follow State standard policy (available upon request).

**15.3 INTERNET/INTRANET USE**

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

**15.4 REGULATORY GOVERNMENT APPROVALS**

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

**16. GENERAL PROVISIONS**

**16.1 INSURANCE CERTIFICATE**

The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

**16.2 EXHIBITS**

The Exhibits referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

**16.3 VENUE AND JURISDICTION**

Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

**16.4 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 the Exhibit D Section 5: Records Retention and Access Requirements, Exhibit D Section 6: Accounting Requirements, Part 2 Information Technology Provisions-Section 9: Use of State’s Information, Confidentiality and Part 1, P37 General Provisions- Section 10: Termination which shall all survive the termination of the Contract.

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**16.5 FORCE MAJEURE**

Neither the Contractor 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.

Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

**16.6 NOTICES**

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

TO COMPUTER PROJECTS OF ILLINOIS:  
ATTN: MR. KEVIN SAWATZKY  
400 QUADRANGLE DRIVE  
BOLINGBROOK, ILLINOIS 60440

WITH A COPY TO:  
JOSEPH A. GINSBURG  
LEVIN GINSBURG  
180 N. LASALLE ST., SUITE 3200  
CHICAGO, ILLINOIS 60601  
EMAIL: JGINSBURG@LGATTORNEYS.COM

TO STATE:  
KEVIN CONNOR  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
33 HAZEN DRIVE  
CONCORD, NH 03305  
TEL: (603) 223-4300

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**EXHIBIT A: STATEMENT OF WORK**

**1. MAINTENANCE AND SUPPORT REQUIREMENTS**

The maintenance, support and hosting (if applicable) deliverables, requirements and terms are described in the sections that follow:

**1.1 System Maintenance Requirements**

- 1.1.1 The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.
- 1.1.2 The Vendor shall maintain the software in accordance with the specifications, terms, and requirements of this Contract, including providing, upgrades and fixes as required.
- 1.1.3 The Vendor will not be responsible for maintenance or support for software developed or modified by the State.
- 1.1.4 The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

**1.2 System Support Requirements**

- 1.2.1 The Vendor will be responsible for performing on-site or remote technical support in accordance with this contract, including without limitation the requirements, terms, and conditions contained herein.
- 1.2.2 The Vendor 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, three hundred sixty five (365) days a year.
- 1.2.3 As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following.

The State and appropriate Vendor staff will mutually determine an issue's priority classification.

- a. **Severity Level 1** is defined as urgent situations, when any part, portion, or module of the system is down and the State is unable to use the system. Upon notification of a severity level 1 problem, the Vendor will make every attempt to respond as soon as possible with the expectation that the response be within 15 minutes. The Vendor will resolve Severity Level 1 problems within four hours unless the Vendor has notified the State of the reason for

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the delay and the State approves the delay. Problems of this severity may require an emergency installation of a fix at the earliest possible time. When logging a severity 1 problem, the person logging the problem should utilize all means possible to contact someone at the Vendor not stopping until they have personally spoken with someone from the Vendor regarding the issue. We encourage the use of the support email notification, but at this severity level we do not want to rely on this as the only means of notification.

- b. Severity Level 2** is defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation. The system may be operational but is severely restricted (for example, credentials cannot be opened). Upon notification of a severity level 2 problem, the Vendor will make every attempt to respond as soon as possible with the expectation that the response be within 30 minutes. The Vendor will resolve Severity Level 2 problems within six hours unless the Vendor has notified the State of the reason for the delay and the State approves the delay. Problems of this severity may require an emergency installation of a fix but may be able to be postponed until non-peak usage times.
  - c. Severity Level 3** is defined as a minor problem that exists with the system but the majority of the functions are still usable and some circumvention may be required to provide service. The Vendor will resolve Severity Level 3 problems as quickly as possible, which on average should not exceed thirty business days. Problems of this severity are generally held for future releases and do not warrant a special installation to fix them.
  - d. Severity Level 4** is defined as a very minor problem or question that does not affect the system function (for example, the text of a message is worded poorly or misspelled). The Vendor will work with the State to determine the appropriate turn-around time for Severity Level 4 problems. Problems of this severity are generally held for future releases and do not warrant a special installation to fix them.
  - e. Unusual Circumstances:** Any issue/problem that may possibly endanger the State's technical environment will receive immediate remedial action from the Vendor technical support staff with immediate notification to the State IT staff.
- 1.2.4 A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.
- 1.2.5 The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.

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**1.3 Support Obligations and Terms**

- 1.3.1 The Vendor shall repair or replace the software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.
- 1.3.2 The Vendor shall maintain and make available on request a record of the activities related to warranty repair or maintenance activities performed for the State.
- 1.3.3 For all Service calls, the Vendor shall ensure the following information will be collected, maintained and made available on request: 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, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by.
- 1.3.4 The Vendor must work with the State to identify and troubleshoot potentially large-scale System 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.
- 1.3.5 The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; all critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.
- 1.3.6 The Vendor will give two-business day's prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.
- 1.3.7 The Vendor shall guarantee 99.9% software uptime, measured over the course of one year, exclusive of the regularly scheduled maintenance window.
- 1.3.8 If the Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.
- 1.3.9 A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.
- 1.3.10 If the Vendor fails to correct a Deficiency within the allotted period of time stated above, The Vendor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the

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remedies in Part 2 Section 11.1.1, as well as to return the Vendors product and receive a refund for all amounts paid to the Vendor including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request.

- 1.3.11 If the Vendor fails to correct a Deficiency within the allotted period of time stated above, the Vendor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1, P37 General Provisions-Section 8: *Event of Default/Remedies*.
- 1.3.12 The Vendor will reserve and make available to the State forty (40) hours of Programmer Services per month for each month this Contract Agreement is in effect. "Programmer Services" are (1) consultation services, (2) implementation of Free Updates or Enhancements to the System as requested by the State, or (3) software development, installation or maintenance of third party hardware or software. The State acknowledges that if the State seeks the Vendors assistance with the software development, installation or maintenance of third party hardware or software, the State is solely relying on the representations and warranties of the third party and not the Vendor with respect to the third party's hardware or software.
- 1.3.13 In the event that the number of hours for Programmer Services defined above is not required in a given month, the unused hours can be applied to subsequent months with a maximum accrual being eight (8) months, or a maximum accrual of three hundred twenty (320) hours.
- 1.3.14 The Vendor shall support the State in any data conversion to a replacement system in the future to include but not limited to:
- Providing Data Dictionaries
  - Providing Data Exports
  - Assisting with data extracts to 3<sup>rd</sup> party test environments, user acceptance test environments and production environments.
  - Provide prompt research and response to data extract issues.
- 1.3.15 The State will be responsible for the user acceptance test of new program updates, general maintenance releases, selected functionality releases and patches before the code is moved to production. The State will also approve releases and updates to the production environment.

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**EXHIBIT B: PRICE AND PAYMENT SCHEDULE**

**1. PRICE SCHEDULE**

This is a Firm Fixed Price (FFP) Contract totaling \$740,786.55 for the period between July 1, 2017 through June 30, 2019. The Vendor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Vendor to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below.

**Table 1: Maintenance, and Support Pricing Worksheet**

<b>Prices of Software Licenses, Maintenance and Support for the existing SPOTS OpenFox® Message Switching system.</b>			<b>Coverage Term 07/01/2017 - 06/30/2018</b>
<b>Product Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1. OpenFox® Message switching system Licenses, Maintenance and Support	1	\$135,832.05	\$135,832.05
2. OpenFox® Messenger Licenses usage fee and support	600	\$132.00	\$79,200.00
3. Peak Performance (nexTest, Audit, CJIS On-line)	1	\$36,280.65	\$36,280.65
4. Oracle Maintenance and support of existing 4 Enterprise Licenses and four standard edition licenses	1	\$25,113.90	\$25,113.90
5. J-One	1	\$86,864.40	\$86,864.40
<b>Total Year 1</b>			<b>\$363,291.00</b>

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<b>Prices of Software Licenses, Maintenance and Support for the existing SPOTS OpenFox® Message Switching system.</b>			<b>Coverage Term 07/01/2018 - 06/30/2019</b>
<b>Product Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1. OpenFox® Message switching system Licenses, Maintenance and Support	1	\$142,623.65	\$142,623.65
2. OpenFox® Messenger Licenses usage fee and support	600	\$132.00	\$79,200.00
3. Peak Performance (nexTest, Audit, CJIS On-line)	1	\$38,094.68	\$38,094.68
4. Oracle Maintenance and support of existing 4 Enterprise Licenses and four standard edition licenses	1	\$26,369.60	\$26,369.60
5. J-One	1	\$91,207.62	\$91,207.62
<b>Total Year 2</b>			<b>\$377,495.55</b>
<b>Combined 2-Year Total</b>			<b>\$740,786.55</b>

**Optional Year 3**

<b>Prices of Software Licenses, Maintenance and Support for the existing SPOTS OpenFox® Message Switching system.</b>			<b>Coverage Term 07/01/2019 - 06/30/2020</b>
<b>Product Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1. OpenFox® Message switching system Licenses, Maintenance and Support	1	\$149,754.84	\$149,754.84
2. OpenFox® Messenger Licenses usage fee and support	600	\$132.00	\$79,200.00
3. Peak Performance (nexTest, Audit, CJIS On-line)	1	\$39,999.42	\$39,999.42
4. Oracle Maintenance and support of existing 4 Enterprise Licenses and four standard edition licenses	1	\$27,688.07	\$27,688.07
5. J-One	1	\$95,768.00	\$95,768.00
<b>Optional Year 3 Total</b>			<b>\$392,410.33</b>

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**Table 2: Vendor Hourly Rates Pricing Worksheet**

In the event that the Vendor's Programmer Services exceed the thirty hours per month and the unused balance of hours from previous months as described in the Support Obligations and Terms, Sections 1.3.12 and 1.3.13 of Exhibit A above, the below hourly rates will apply to additional Programmer Services:

<b>Table 2 - Computer Projects of Illinois Inc. Hourly Rates Pricing Worksheet</b>		
<b>Contract Period</b>	<b>Hourly Charges</b>	<b>Daily Rate Minimum Charge</b>
07/01/2017- 06/30/2019	\$240.00	\$2,500.00

**2. INVOICING**

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Vendor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon the Effective Date and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Department of Information Technology  
Accounts Payable  
27 Hazen Drive  
Concord, NH 03110

**3. PAYMENT ADDRESS**

All payments shall be sent to the following address:

Computer Projects of Illinois Inc.  
400 Quadrangle Drive, Suite F  
Bolingbrook, Illinois 60440

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**4. OVERPAYMENTS TO THE VENDOR**

The Vendor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

**5. CREDITS**

The State may apply credits due to the State arising out of this Contract, against the Vendor invoices with appropriate information attached.

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PART 3 - EXHIBIT C**

**EXHIBIT C: SPECIAL PROVISIONS**

The below special provision are in addition to those outlined in the General Provisions.

1. Form P-37 General Provisions Paragraph 24. ENTIRE AGREEMENT is replaced with the following verbiage:

This Agreement, including all Statements of Work and Exhibits, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

2. Record Checks on Vendor Personnel:  
FBI requires that the Vendor provide CJIS Security Training for and perform record checks on all agency personnel who have access to CJIS Systems and NCIC records. This includes all appropriate IT personnel having access to FBI/CJIS systems. This process must include both a Name\DOB\SSN Criminal History check of the NH Criminal History Records Bureau and the FBI Interstate Identification Index and the submission of fingerprints as required by the FBI CJIS Security Policy.

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PART 3 - EXHIBIT D**

**EXHIBIT D: ADMINISTRATIVE SERVICES**

**1. TRAVEL EXPENSES**

The State will not be responsible for any travel or out of pocket fees incurred in the performance of the Services performed under this Contract.

**2. SHIPPING AND DELIVERY FEE EXEMPTION**

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

**3. ACCESS/COOPERATION**

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

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

**4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

The Vendor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this contract. Upon expiration or termination of the Contract with the State, the Vendor 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.

**5. RECORDS RETENTION AND ACCESS REQUIREMENTS**

The Vendor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

The Vendor 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 their respective obligations under the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the

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Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Vendor shall include the record retention and review requirements of this section in any of its subcontracts.

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

**6. ACCOUNTING REQUIREMENTS**

The Vendor 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 and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

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PART 3 - EXHIBIT E**

**EXHIBIT E: WARRANTIES**

**1.1 SYSTEM**

The Vendor warrants that the System will operate to conform to the Specifications of the user documentation.

**1.2 SOFTWARE**

The Vendor warrants 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.

For any breach of the Support and Maintenance provisions, the State's remedy, and the Vendor's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if the Vendor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to the Vendor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the deficient Services, or (c) if the Vendor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Vendor for the deficient Services.

**1.3 NON-INFRINGEMENT**

The Vendor warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, 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 PROGRAMING**

The Vendor warrants that the Software, Software updates, maintenance releases, and patches shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

**1.5 COMPATIBILITY**

The Vendor warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

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**1.6 SERVICES**

The Vendor warrants 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 standards, Specifications, and terms of the Contract.

**1.7 PERSONNEL**

The Vendor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**2. WARRANTY PERIOD**

The warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, with the exception of the warranty for non-infringement, which shall survive the termination of this Contract.

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PART 3 - EXHIBIT F**

EXHIBIT F – NOT USED

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PART 3 – EXHIBIT G**

**EXHIBIT G: CERTIFICATES AND ATTACHMENTS**

Attached are:

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

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**TERMS AND DEFINITIONS**

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal Process for initiating changes to the proposed solution or process once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Agreement</b>	The documentation consisting of both the P-37 Agreement, Contract Agreement - IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )

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<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
<b>&lt;CONTRACTOR&gt;</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Contracted Vendor/Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor specifically for this project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>Enhancements</b>	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
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Information Technology (IT)</b>	Refers to 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.
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved

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<b>Key Project Staff</b>	Personnel identified by the State and by Contractor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
<b>Project Managers</b>	The persons identified who shall function as the State’s and the Vendor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software Deliverables</b>	The COTS Software provided under this Contract and any Enhancements
<b>Solution</b>	The Solution consists of the total Solution, which includes, without

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	limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	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.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03305 Reference to the term "State" shall include applicable agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>System</b>	All Software, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Transition Services</b>	Services and support provided when Contractor is migrating and supporting System changes.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>Vendor/ Contracted Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Warranty Period</b>	A period of coverage during which Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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Attachement 1 Contractor Quote/Proposal**

CONTRACTOR QUOTE/PROPOSAL

1. Computer Projects of Illinois, Inc. Proposal dated July 1, 2017 is hereby incorporated as fully set forth herein.
2. Order of precedence in the event of conflict or ambiguity among any of the text of the Contract Documents is established as described in Part 2 Section 1.2 *Order of Precedence*.

**CONTRACTOR QUOTE/PROPOSAL**

**CPI MAINTENANCE AGREEMENT**

This agreement (“Agreement”) is entered into as of this first day of July, 2017 (“Effective Date”) by and between Computer Projects of Illinois, Inc., an Illinois corporation, with offices at 400 Quadrangle Drive Suite F, Bolingbrook, Illinois 60440 (hereinafter referred to as “CPI”), and the New Hampshire Department of Safety, (hereinafter referred to as CUSTOMER), with offices at 33 Hazen Dr., Concord, NH 03305. CPI and CUSTOMER are referred to collectively in this Agreement as “Parties.”

**BACKGROUND**

CPI shall maintain its OpenFox® software, which for this CUSTOMER includes the OpenFox® Message Switch, Configurator, Operator Aid, Messenger, Archive Retrieval and Hotfiles and J-one capabilities. By separate agreement, CPI shall license CUSTOMER to access and use CPI’s System. The Parties also desire CPI to provide maintenance to CUSTOMER in connection with use of the licensed System. CPI has done and will continue to do further development to the current features utilized on the System. CUSTOMER desires to use CPI’s maintenance services for the System in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the Background, which is incorporated into and made a part of the Agreement, and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows.

**1. DEFINITIONS**

“Business Day” means 8:30 AM – 5:00 PM Monday through Friday, United States Central Time, excluding federal public holidays.

“System” means (i) a combination of hardware, software and networking elements that comprise an information technology system.

“Maintenance Services” means (a) support to address any problems CUSTOMER may experience with the System for all components supplied or owned by CPI (“CPI Components”), (b) online technical system documentation available to the CUSTOMER for CPI Components (c) telephone technical support 24/7 via toll-free phone number for CPI Components (d) email technical system support with a maximum 24-hour turnaround with respect to email inquiries from CUSTOMER for all CPI Components, (e) maintenance and support of existing communication interfaces for all CPI Components (f) escalation process, as defined in schedule B, for technical support of emergency issues for all CPI Components (g) response to the telephone requests for

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maintenance service, within two (2) hours for all CPI Components (h) remedial maintenance off-site via telephone or secure connection to the CUSTOMER'S system for CPI Components, (i) All maintenance will be performed by qualified personnel who are familiar with the system, (j) backup maintenance resources, (k) remote diagnostic capabilities if CUSTOMER provides reasonable notice (l) one point of contact to report system malfunction (m) Help Desk services within certain designated hours where matters are handled on a priority basis as determined in the sole discretion of CPI, and (n) the following System services, commencing upon installation of the System:

(i) Error Correction: Upon reasonable notice by CUSTOMER of a problem with the System (that can be verified), CPI shall use response times as described in Schedule B. to correct or provide a working solution for the problem.

(ii) Material Defects: CPI shall notify the CUSTOMER of any material errors or defects in the System known to CPI, or made known to CPI from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results.

(iii) CPI shall initiate actions to provide corrections of errors or defects by any means CPI in its sole discretion deems appropriate.

(iv) Updates: All new releases and bug fixes obtained by CPI without charge ("Free Updates") will be made available to CUSTOMER at no charge. However, CPI will charge for the implementation of any new releases in accordance with its "Banked Hours" policy specified in Section 2 of this Agreement.

"Support" means (i) the management of the System by a CPI team, (ii) availability of live support as described in Maintenance Services, and (iii) any other additional support services described in writing and signed by the Parties.

"Confidential Information" means all information disclosed by one party to another, whether before or after the Effective Date, that (i) the recipient should reasonably understand to be confidential, including but not limited to (a) for CUSTOMER, all information transmitted to or from or stored on CUSTOMER'S system and (b) for CPI, unpublished prices and other terms of service, audit and security reports, product development plans, data designs, and other proprietary information or technology, or (ii) that which is marked or otherwise designated as confidential by either party. Information that is independently developed by one of the Parties, without reference to the other party's Confidential Information, or that becomes available to one Party other than through violation of this Agreement, a similar agreement between CPI and a third party, or applicable law, shall not be "Confidential Information" of the other party.

"Supplementary Services" means services CUSTOMER purchases from CPI under a description of services other than the Maintenance Services described in this Agreement. Such Supplementary Services shall be agreed upon by both parties in writing. Examples of Supplementary Services include but are not limited to: providing architecture, design, network topology documents, or network consultation services or security assessments or audit documentation.

## **2. BANKED HOURS**

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2.1 CPI will reserve and make available to CUSTOMER forty (40) hours of Programmer Services per month for each month this Agreement is in effect. "Programmer Services" are (1) consultation services, (2) implementation of Free Updates or enhancements to the System as requested by the CUSTOMER, or (3) software development, installation or maintenance of third party hardware or software. Customer acknowledges that if CUSTOMER seeks CPI's assistance with the software development, installation or maintenance of third party hardware or software, CUSTOMER is solely relying on the representations and warranties of the third party and not CPI with respect to the third party's hardware or software.

2.2 In the event that the number of hours for Programmer Services defined above is not required in a given month, the unused hours can be applied to subsequent months with a maximum accrual being eight (8) months, or a maximum accrual of three hundred twenty (320) hours.

**3. FEES**

3.1 CUSTOMER shall pay CPI the following amounts for the two (2) year term of this agreement:

Term	Invoice Date	Amount
07/01/2017 – 06/30/2018	07/01/2017	\$363,291.00
07/01/2018 – 06/30/2019	07/01/2018	\$377,495.55

Optional Year three (3):

Term	Invoice Date	Amount
07/01/2019 – 06/30/2020	07/01/2019	\$392,410.33

The AMOUNT is payable on a yearly basis over the term of this Agreement. Included in the fee is the amount for the standard maintenance as well as the charges for participation in the annual CPI OpenFox® user conference, including all expenses for up to three (3) CUSTOMER representatives. Cost of airfare shall be limited to coach class. Any payment, which becomes past due more than sixty (60) days, shall be increased by a finance charge as allowed by law, but not in excess of 1% per month.

3.2 CUSTOMER agrees to pay CPI the expenses incurred by CPI in accordance with the provisions of Schedule A. attached to this Agreement. The State will not be responsible for any travel or out of pocket fees incurred in the performance of the Services performed under this Contract.

3.3 If CUSTOMER seeks Supplementary Services, CUSTOMER may use their

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Banked Hours as described in Section 2 of this Agreement for such Supplementary Services. If no Banked Hours are available, CUSTOMER shall retain CPI for additional services at \$240/hour subject to CPI's agreement, in writing. CPI reserves the right to change the hourly rate upon renewal.

**MAINTENANCE**

**4. MAINTENANCE SERVICES**

Subject to CUSTOMER'S payment of the applicable fees described in Section 4 and its compliance with all other obligations under this Agreement, CPI will provide CUSTOMER on a timely basis with backup services specifically limited to backups of source code and configuration files for the System, in accordance with the terms of this Agreement.

**5. SYSTEM MAINTENANCE AND WARRANTIES**

5.1 CPI has the right and capacity to enter into this Agreement and fully perform all of its obligations thereunder.

5.2 Notwithstanding the above paragraphs, ALL MAINTENANCE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED OR PERFORMED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF THE SERVICES IS SOLELY AT ITS OWN RISK. CUSTOMER'S EXCLUSIVE REMEDY IS NON-RENEWAL AS SET FORTH IN PARAGRAPH 2.2 OF THIS AGREEMENT. CPI DOES NOT WARRANT THAT THE MAINTENANCE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT SLOW RESPONSE TIME OR COMPLETELY SECURE. IN NO EVENT SHALL CPI BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSSES, LOST PROFITS, LOST OR STOLEN DATA, DAMAGES, DELAYS, INTERRUPTIONS, OR VIRUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM. NOTWITHSTANDING ANY THING TO THE CONTRARY, CPI'S AGGREGATE LIABILITY TO THE CUSTOMER (INCLUDING ATTORNEYS' FEES) IF ANY, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID TO CPI.

**6. USAGE RIGHTS**

It is understood and agreed that System improvements and enhancements to the System provided by CPI under this Agreement are proprietary to CPI, and are subject to the following restrictions:

6.1 All services, improvements and enhancements provided, as defined herein, or any part thereof may only be installed or modified for the benefit of CUSTOMER or any of its wholly owned subsidiaries, and CUSTOMER will have unlimited usage rights; and

6.2 CUSTOMER will not copy, distribute or make available any part of the services, improvements or enhancements to any third party; and

6.3 Specifically excluded from Maintenance Services as described in this Agreement are issues arising from CUSTOMER enhancements or improvements, which is outside the scope of CPI's Maintenance Services. CPI shall have no responsibility or liability arising out of changes,

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enhancements or problems introduced to the System by CUSTOMER.

**7. CUSTOMER OBLIGATIONS**

7.1 CUSTOMER is solely responsible for content of CUSTOMER databases. CUSTOMER must provide CPI access to its databases and content as reasonably requested by CPI from time to time for purposes of providing CUSTOMER with the Services.

7.2 In the event that any virus or destructive element is found in or furnished with any CUSTOMER Content, CUSTOMER will use best efforts upon learning of the situation, to eliminate the virus or destructive element. CPI shall have the right to take any steps it deems necessary to eliminate the virus or destructive element and to be reimbursed by CUSTOMER for its costs relating to the same.

**8. ENTIRE AGREEMENT**

This document constitutes the entire agreement of the parties known as the CPI MAINTENANCE AGREEMENT. No amendment to this Agreement shall be valid and binding on the parties unless reduced to writing and signed by both parties.

ACCEPTED AND AGREED TO:

Computer Projects of Illinois Inc.

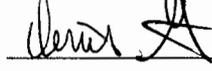


Name: Kevin Sawatzky

Title: CEO

Date: 2-19-2018

State of New Hampshire  
Department of Information Technology



Name: Denis Goulet

Title: Commissioner

Date: 2/22/2018

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**SCHEDULE A**

**COMPUTER PROJECTS OF ILLINOIS, INC.  
POLICY ON ADDITIONAL CHARGES AND EXPENSES**

HOURLY RATE:	\$240.00
DAILY RATE MINIMUM CHARGE:	\$2,500.00

The State will not be responsible for any travel or out of pocket fees incurred in the performance of the Services performed under this Contract.

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**SCHEDULE B**

**COMPUTER PROJECTS OF ILLINOIS, INC.  
POLICY ON TECHNICAL SUPPORT PRIORITIES  
AND ESCALATION PROCEEDURE**

**Issue priorities & service levels**

Each issue logged with the Support Center will be assigned a priority to the discretion of the Support Center team or requested by customer and agreed upon. This will provide customers with some indication as to how quickly the issue will be dealt with and allows us to plan the Support Center workload. Issues will have a targeted response and fix time associated with it according to its priority illustrated in the following table.

Table - Priority definitions

Priority	Description	Target response time	Target fix/work around time
Highest	System failure, customer unable to work <b>Call the Support Center</b>	Immediate or within 15 minutes to respond to call	4 hours to resolve or provide a workaround solution
High	Software or peripheral failure, customer unable to perform some key tasks <b>Call the Support Center</b>	Immediate or within 30 minutes to respond to call	6 hours to resolve or provide a workaround solution
Medium	Intermittent hardware/software problem, customer still able to perform key tasks	As quickly as possible	30 working days to resolve or provide a workaround solution
Low	Information request, no impact on the customer	As quickly as possible	Work with State of New Hampshire to determine turn around, generally a future release

Priority Table - Issue priority & definitions

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Responding to an issue involves the assigned employee or Support Center member contacting the customer to acknowledge the issue and to indicate to the customer the likely timescale for dealing with the request.

A workaround solution provides a temporary fix when additional time is required to implement a permanent fix. If the problem re-occurs, the ticket should be reopened and updated to reflect the multiple resolutions that have been tried.

**Issue escalation**

During the normal business workday, the support center staff is augmented by CPI programmers and software engineers on-site. These calls are assigned a priority and then assigned to an engineer to contact the customer and find resolution within the designated time frame of the priority.

After normal business hours there is an on-call process in place to provide after-hours assistance. If the Support Center staff is unable to resolve a client issue, he/she then calls the appropriate engineer for the issue. If the engineer on-call is unable to resolve the client issue, the call is further escalated to a senior engineer or manager of the particular department responsible for resolution.

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**Computer Projects of Illinois, Inc.**  
475 Quadrangle Bolingbrook, 60440  
Phone (630) 754-8820  
FAX (630) 754-8835

**Computer Projects of Illinois  
Quotation # NH-MNTC-2017**

**OpenFox® System Maintenance For  
New Hampshire State Police  
SPOTS System**

**Year 1**

<b>To: Richard Bailey</b> Assistant Commissioner New Hampshire State Police 33 Hazen Drive Concord, NH 03305 (603) 223-3888 Richard.c.baileyjr@dos.nh.gov		<b>Date:</b> 01/19/2018	<b>Terms:</b> 180-Days
<b>From:</b> Marc J. Smith		<b>Shipping:</b> N/A	<b>Coverage Term:</b> 7/1/2017 – 6/30/2018
<b>Remarks: Prices of Software Licenses and Maintenance and Support for the existing SPOTS OpenFox® Message Switching system.</b>			
Product Description	Quantity	Unit price	Total
1. OpenFox® Message switching system Licenses and maintenance and support	1	\$135,832.05	\$135,832.05
2. OpenFox® Messenger Licenses usage fee and support	600	\$132.00	\$79,200.00
3. Peak Performance (nexTest, Audit, CJIS On-line)	1	\$36,280.65	\$36,280.65
4. Oracle Maintenance and support of existing 4 Enterprise Licenses and four standard edition licenses	1	\$25,113.90	\$25,113.90
5. J-One	1	\$86,864.40	\$86,864.40
<b>TOTAL for year 1</b>			<b>\$363,291.00</b>

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FAX (630) 754-8835

**Year 2**

From: Marc J. Smith		Shipping: N/A		Coverage Term: 7/1/2018 – 6/30/2019
Product Description	Quantity	Unit price	Total	
6. OpenFox® Message switching system Licenses and maintenance and support	1	\$142,623.65	\$142,623.65	
7. OpenFox® Messenger Licenses usage fee and support	600	\$132.00	\$79,200.00	
8. Peak Performance (nexTest, Audit, CJIS On-line)	1	\$38,094.68	\$38,094.68	
9. Oracle Maintenance and support of existing 4 Enterprise Licenses and four standard edition licenses	1	\$26,369.60	\$26,369.60	
10. J-One	1	\$91,207.62	\$91,207.62	
<b>TOTAL for year 2</b>			<b>\$377,495.55</b>	
<b>Combined 2-year total</b>			<b>\$740,786.55</b>	

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Phone (630) 754-8820  
FAX (630) 754-8835

**Optional Year 3**

<b>From:</b> Marc J. Smith		<b>Shipping:</b> N/A		<b>Coverage Term:</b> 7/1/2019 – 6/30/2020	
<b>Product Description</b>	<b>Quantity</b>	<b>Unit price</b>	<b>Total</b>		
11. OpenFox® Message switching system Licenses and maintenance and support	1	\$149,754.84	\$149,754.84		
12. OpenFox® Messenger Licenses usage fee and support	600	\$132.00	\$79,200.00		
13. Peak Performance (nexTest, Audit, CJIS On-line)	1	\$39,999.42	\$39,999.42		
14. Oracle Maintenance and support of existing 4 Enterprise Licenses and four standard edition licenses	1	\$27,688.07	\$27,688.07		
15. J-One	1	\$95,768.00	\$95,768.00		
<b>TOTAL</b>			<b>\$392,410.33</b>		

Note: The maintenance cost provides participation for three attendees from SPOTS at the OpenFox® User Conference including expenses related to attendee airline travel, hotel accommodations, several of the meals and conference fees. No Hardware maintenance is included in this quote.

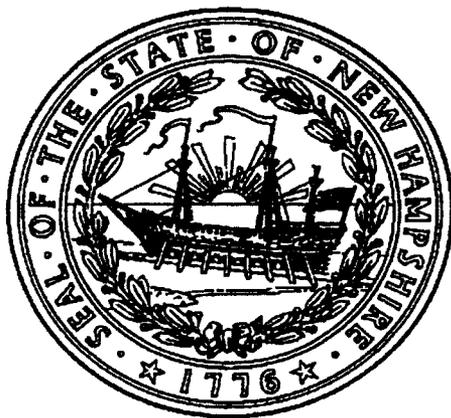
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMPUTER PROJECTS OF ILLINOIS, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on January 26, 1998. 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: **286338**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of February A.D. 2018.

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

William M. Gardner  
Secretary of State

MEMORANDUM OF ACTION TAKEN AS OF  
FEBRUARY 19, 2018  
BY THE BOARD OF DIRECTORS OF  
COMPUTER PROJECTS OF ILLINOIS, INC.

The undersigned, being all the members of the Board of Directors of COMPUTER PROJECTS OF ILLINOIS, INC., a corporation of the state of Illinois (the "Corporation"), do hereby consent to and take the following action in lieu of holding a special meeting of the Board of Directors of the Corporation. This action is taken by unanimous consent pursuant to the Illinois Business Corporation Act, waiving all notice of any meetings, whether required by statute, the By-Laws of the Corporation or otherwise.

1. WHEREAS, it is in the best interests of the Corporation to approve a certain contract with the State of New Hampshire, the following resolutions are adopted:

RESOLVED, that this Corporation shall enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration for the provision of computer programming services; and

FURTHER RESOLVED, KEVIN SAWATZKY, as President of the Corporation, is authorized on behalf of the Corporation to enter into the said contract with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

2. This Memorandum of Action may be signed in one or more counterparts, all of which, when taken together, constitute a single original document. A facsimile or electronic signature on any counterpart of this Memorandum of Action will be considered the same as an original signature. Any electronic copy of this Memorandum of Action retained by the Corporation shall have the same effect as retention by the Corporation of the signed original and may be reproduced and used as an original for any Corporation purpose.

3. No further action is taken.



KEVIN S. SAWATZKY



STEVEN L. SAWATZKY



RYAN D. SAWATZKY

Being all of the members of the Board of  
Directors of the Corporation

Bolingbrook, Illinois



