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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

January 9, 2014

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

*Sole Source*

### Requested Action

Authorize the Department of Safety, Division of State Police, to enter into a **sole source** contract with Valor Systems, Inc. (VC #254808) of 1415 W. 22nd Street, Tower Floor, Oak Brook, Illinois, in the amount of \$130,000.00 for the purpose of developing software to enable the Valor Law Enforcement Records Management System to interface with the State of New Hampshire J-ONE System, the eTicket System, and the Crash Records Management System for criminal complaints, dispositions, and citations. Effective upon Governor and Council approval through June 30, 2015. Funding source: 100% Federal Funds.

Funds are available in SFY 2014 operating budget as follows:

02-23-23-234010-45650000	Dept. of Safety – Division of State Police – J-One Earmark 09	
046-500464	Consultants – Gen Consultants Non-Benefit	
Activity Code: 23JN04PR		\$130,000.00

### Explanation

This contract is **sole source** as this records management system, which services 75% of the local and county law enforcement agencies in New Hampshire, is the vendor's proprietary system. The work provided under this contract will connect the agencies that utilize Valor's law enforcement records management system to the J-ONE, eTicketing, and Crash Record Management systems, allowing for more efficient and effective exchange of data relating to criminal complaints, dispositions, citations, etc. To successfully complete this connection, it is necessary for the vendor to create new interfaces and modify current application processes to ensure the connection will operate seamlessly with other J-ONE participating agencies. These changes to the application's internal code must be made and maintained by the vendor so that the work can be covered by warranty.

The law enforcement agencies that initiate the work with the criminal justice system are a critical link in the J-ONE system. Valor, as the vendor to the New Hampshire State Police, is likewise a critical element to the success of the project. Without the successful completion of the work authorized in this contract, the effectiveness of the entire system would be greatly reduced.

General and/or Highway funds will not be used should the federal funds become unavailable.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety



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

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

**Peter C. Hastings**  
*Commissioner*

December 20, 2013

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

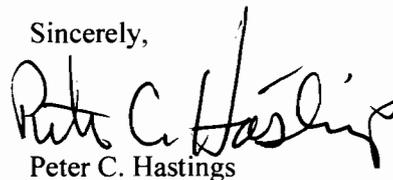
Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract with Valor Systems, Inc. as described below and referenced as DOIT No. 2013-034.

The purpose of this contract is to design and build an interface to J-One for Complaints and Dispositions, eCitation and CRMS. Valor Systems, Inc. is the contractor that is providing both dispatch (CAD) and records management (RMS) capabilities to the New Hampshire State Police. The State Police wish to participate in the J-One program and to ensure that the in-house eticketing and CRMS systems are connected such that when queries are issued in Valor, the data in these systems is accessed as well. The contract value is \$130,000 for the period from Governor and Council approval through June 30, 2015.

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

Sincerely,



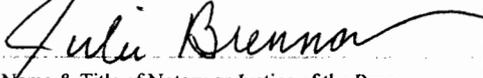
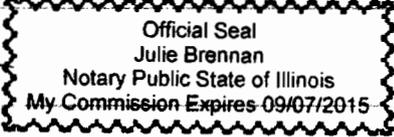
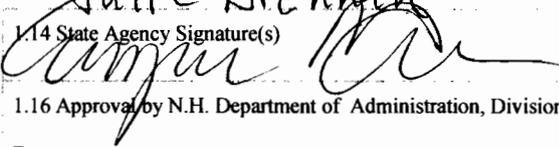
Peter C. Hastings

PCH/dcp  
DOS 2013-034

cc: David Perry, Contracts Manager, DOIT, Bureau of Finance & Administration  
Albert Sheldon, DOS IT Lead for DOIT

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DEPARTMENT OF SAFETY  
J-ONE VALOR SYSTEMS DEVELOPMENT  
CONTRACT 2013-034  
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The State of New Hampshire and Valor Systems hereby mutually agree as follows:

1.1 State Agency Name NH Department of Safety		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Valor Systems, Inc		1.4 Contractor Address 1415 W. 22nd Street Tower Floor Oak Brook IL 60523	
1.5 Contractor Phone Number 630-323-1911	1.6 Account Number 45650000 500464 23JN04PR	1.7 Completion Date 6/30/2015	1.8 Price Limitation \$130,000.00
1.9 Contracting Officer for State Agency Elizabeth Bielecki		1.10 State Agency Telephone Number 603-223-8000	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory William Rendina President and CEO	
1.13 Acknowledgement: State of <u>IL</u> County of <u>DuPage</u> On <u>11<sup>th</sup></u> , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [seal] 			
1.13.2 Name & Title of Notary or Justice of the Peace <u>Julie Brennan</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signatory Elizabeth Bielecki, Director of Administration	
1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  <del>Assistant Attorney General</del> , On: <u>1/14/14</u>			
1.18 Approval by the Governor & Council By: _____ On: _____			

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**TERMS AND DEFINITIONS**

**GENERAL PROVISIONS**

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 Period</b>	The timeframe during which the Acceptance Test is performed.
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by Valor Systems and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System that affect the live operational use of the System.
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network.
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system.
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
<b>CCP</b>	Change Control Procedures.
<b>CR</b>	Change Request.
<b>COTS</b>	Commercial Off-The-Shelf Software.
<b>CM</b>	Configuration Management.
<b>Certification</b>	Valor Systems's written declaration with full supporting and written Documentation (including without limitation test.

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	results as applicable) that Valor Systems 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 processes 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 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 Valor Systems 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: Contract Management).
<b>Contracted Vendor</b>	Valor Systems 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.
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which the party alleged to be in default must cure the default identified.
<b>Custom Code</b>	Code developed by Valor Systems specifically for this project for the State of New Hampshire.

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<b>Custom Software</b>	Software developed by Valor Systems, if applicable, 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 Valor Systems during the Contract Term.
<b>DBA</b>	Database Administrator.
<b>Deficiencies/Defects</b>	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.  <b>Class A Deficiency</b> – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.  <b>Class B Deficiency</b> – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.  <b>Class C Deficiency</b> – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by Valor Systems to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State.
<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.

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<b>Digital Signature</b>	Guarantees the unaltered state of a file.
<b>Effective Date</b>	Following Governor and Executive Council approval, the date on which the Contract takes effect.
<b>Encryption</b>	Supports the encoding of data for security purposes.
<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 Valor Systems's cost experience in performing the Contract.
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
<b>GAAP</b>	Generally Accepted Accounting Principles.
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
<b>Valor RMS</b>	Valor Systems Records Management System.
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Initial Deployment</b>	Successful deployment at the pilot sites.
<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>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.

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<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system.
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>J-ONE System</b>	Justice-One Network Environment – The State of NH project to capture Criminal Justice Data, facilitate its distribution.
<b>Key Project Staff</b>	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire.
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
<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 Valor Systems to begin work on the Contract on a given date and time.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<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.

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<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 Management Plan</b>	A document that describes the processes and methodology to be employed by Valor Systems to ensure a successful project.
<b>Project Managers</b>	The persons identified who shall function as the State's and Valor Systems'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>Project Staff</b>	State personnel assigned to work with Valor Systems on the project.
<b>Proposal</b>	Valor Systems's response submitted to the State's request for a proposal or statement of work.
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance.
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
<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>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network.
<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>Service Level Agreement (SLA)</b>	A signed agreement between Valor Systems and the State specifying the level of Service that is expected of, and provided by, Valor Systems during the term of the Contract.
<b>Services</b>	The work or labor to be performed by Valor Systems on the Project as described in the Contract.

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<b>Software</b>	All Custom Software, if applicable, and COTS Software provided by Valor Systems under the Contract.
<b>Software Deliverables</b>	COTS Software and Enhancements.
<b>Software License</b>	Licenses provided to the State under this Contract.
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, 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, New Hampshire 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 Valor Systems. The Contract Agreement SOW defines the results that Valor Systems remains responsible and accountable for achieving.
<b>State's Confidential Information</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year.
<b>State Project Leader</b>	State's representative with regard to Project oversight.

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<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, Valor Systems, which is performing Services under this Contract under a separate Contract with or on behalf of Valor Systems.
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined.
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement.
<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 June 30, 2013 for latest end of contract.
<b>Transition Services</b>	Services and support provided when the contracted vendor is supporting system changes.
<b>UAT</b>	User Acceptance Test.
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<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.

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<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization.
<b>Vendor/Contractor</b>	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network.
<b>Walk Through</b>	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development.
<b>Warranty Period</b>	A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
<b>Warranty Releases</b>	Code releases that are done during the warranty period.
<b>Warranty Services</b>	The Services to be provided by Valor Systems during the Warranty Period.
<b>Work For Hire</b>	Work created or prepared by contracted personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work. Such work is considered the sole property of the State.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of <i>at least</i> thirty (30) minutes be taken after five (5) consecutive hours of work.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by Valor Systems either in paper or electronic format.

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This Contract is by and between the State of New Hampshire, acting through the Department of Safety ("State"), Valor Systems Inc., having its principal place of business at 1415 W. 22nd Street. Tower Floor, Oak Brook, Illinois 60523.

The purpose of this contract is for Valor Systems to add functionality to their Valor Systems Law Enforcement Records Management System (RMS) to enable it to interface with the New Hampshire J-ONE System.

**RECITALS**

The State desires to have Valor Systems provide added functionality to its RMS;

Valor Systems wishes to provide the RMS changes desired by the State.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

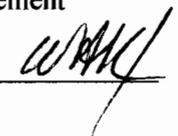
This Contract is comprised of the following documents (Contract Documents):

- a. The Contract Agreement
- b. Exhibit A Contract Deliverables
- c. Exhibit B Price and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D Administrative Services
- f. Exhibit E Implementation Services
- g. Exhibit F Testing Services
- h. Exhibit G Maintenance and Support Services
- i. Exhibit H Requirements- Contractor Responses
- j. Exhibit I Work Plan
- k. Exhibit J Software License and related Terms
- l. Exhibit K Warranty and Warranty Services
- m. Exhibit L Training Services
- n. Exhibit M Certificates and Attachments

**1.2 Order of Precedence**

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

- a. *The State of New Hampshire Terms and Conditions*, as stated in this Contract Agreement Section 13: General Provisions.
- b. State of New Hampshire, Department of Safety Contract 2013-034.



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**1.3 Firm Fixed Price Contract**

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

To the extent practical, without infringing on proprietary code, the State may, at its discretion, retain other contractors to provide Services or Deliverables procured under this Contract. Valor Systems shall not be responsible for any delay, act, or omission of such other contractors, except that Valor Systems shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of Valor Systems.

**2. CONTRACT TERM**

**2.1 Term**

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through June 30, 2015. The Term may be extended for one (1) additional period of two (2) years, ("Extended Term") at the sole option of the State.

Valor Systems shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require Valor Systems to commence work prior to the Effective Date; however, if Valor Systems commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Valor Systems. In the event that the Contract does not become effective, the State shall be under no obligation to pay Valor Systems for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

**Time is of the essence in the performance of Valor Systems's obligations under the Contract.**

**3. COMPENSATION**

**3.1 Contract Price**

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

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**4. CONTRACT MANAGEMENT**

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

**4.1 Valor Systems Contract Manager**

Valor Systems shall assign a Contract Manager who shall be responsible for all Contract administration. Valor Systems's Contract Manager is:

Angelija Rendina  
Vice-President  
1415 W. 22nd Street.  
Tower Floor,  
Oak Brook, Illinois 60523  
Tel: 630.323.1911 ext 333  
Email: arendina@valorsystems.com

**4.1 Valor Systems Project Manager**

**4.1.1 Contract Project Manager**

Valor Systems shall assign a Project Manager who meets the requirements of the Contract. Valor Systems's selection of the Valor Systems Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Valor Systems Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Valor Systems's Project Manager who, in the sole and reasonable judgment of the State, is found unacceptable or is not performing to the State's satisfaction. In such event, the State shall provide written notice to Valor Systems stating the reason for such removal. Valor Systems shall have a reasonable period of time to reassign personnel resources and provide a replacement Project Manager.

**4.2.2** The Valor Systems Project Manager shall have overall responsibility and accountability for project implementation, and shall function as Valor Systems's representative for all administrative and management matters. Valor Systems's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. Valor Systems's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. Valor Systems's Project Manager must work diligently and use his/ her best efforts on the Project. Valor Systems's Project Manager must be qualified to perform the obligations required of the position under the Contract.



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reference and background checks described above in Contract Agreement Section 4.3.1 and in Contract Agreement Section 4.10: *Background Checks*,

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

**4.4 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:

Elizabeth Bielecki  
State Contract Manager  
NH Department of Safety  
33 Hazen Drive  
Concord, NH 03305  
(603) 223-8000  
Elizabeth.Bielecki@dos.nh.gov

**4.5 State Project Manager**

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

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

The State Project Manager is:

Keith Lohmann  
State Project Manager  
NH Department of Safety  
33 Hazen Drive Room 308  
Concord, NH 03305  
(603) 230-3041  
Keith.Lohmann@dos.nh.gov

**4.6 State Meetings and Reports**

The State believes that effective communication and reporting is essential to Project success.

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Valor Systems Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

**Status Meetings:** Participants will include, at the minimum, the Valor Systems Project Manager and the State Project Manager. These meetings will be conducted at least every two weeks, either in person or via teleconference.

**The Work Plan:** Must be reviewed at each Status Meeting and updated, at minimum, on a biweekly basis, in accordance with the Contract.

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

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

#### **4.7 State-Owned Documents and Data**

Valor Systems shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Valor Systems shall turn over all State-Owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format. State-Owned Documents does not include Valor Systems's intellectual property the ownership of which remains with Valor Systems.

#### **4.8 Records Retention and Access Requirements**

Valor Systems 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*.

Valor Systems 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. Valor Systems 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 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,

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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, except for the State's own travel and labor costs associated with such audit or inspection. Valor Systems 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 Valor Systems's 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.

**4.9 Accounting Requirements**

Valor Systems 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 Valor Systems shall maintain records pertaining to the Services and all other costs and expenditures.

**4.10 Background Checks**

The State may, at its sole expense, conduct background screening of the Valor Systems Project Manager and Valor Systems Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Section 12: *Use of State's Information, Confidentiality*.

**5. DELIVERABLES**

**5.1 Deliverables and Services**

Valor Systems shall provide the State with the Deliverables and Services required under this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

**5.2 Non-Software and Written Deliverables Review and Acceptance**

After receiving written Certification from Valor Systems that a Non-Software or Written Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables and Exhibit H: Requirements, Contractor Responses* . The State will notify Valor Systems in writing of its acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Valor Systems's written Certification. If the State rejects the Deliverable, the State shall notify Valor Systems of the nature and class of the Deficiency and Valor Systems shall correct the Deficiency within the period identified in Contract Exhibit I: *Work Plan*. If no period for Valor Systems's correction of the Deliverable is identified, Valor Systems shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify Valor Systems of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Valor Systems fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require

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Valor Systems to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Valor Systems in default, and pursue its remedies at law and in equity.

**5.3 System/Software Testing and Acceptance**

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

**5.4 Security and Infrastructure**

Valor Systems shall ensure that appropriate levels of security are implemented and maintained on Valor Systems products in order to protect the integrity and reliability of the information and services provided by Valor Systems to the J-One System. As the purpose of this contract is for Valor Systems to provide functionality to allow the Valor RMS to interface to a larger system not part of the Valor RMS, Valor Systems is responsible for only the Valor Systems side of the interface. Valor Systems is not responsible for any hardware or third party software.

**6. SOFTWARE**

**6.1 Software and Documentation**

Valor Systems shall provide the State with J-One Court Interface Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

**6.2 Software Support and Maintenance**

Not Applicable

**6.3 Custom Software and Documentation**

If applicable, Valor Systems shall provide the State with Custom Software as set forth under the Contract, subject to the License set forth in the Contract Agreement-Section 11: *Intellectual Property*, herein, and Exhibit J: *Software License and Related Terms*.

**6.4 Custom Software Support and Maintenance**

Maintenance will not be purchased by the State.

**7. WARRANTY**

Valor Systems shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

**8. SERVICES**

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

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**8.1 Administrative Services**

Valor Systems shall provide the State with the administrative services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

**8.2 Implementation Services**

Valor Systems shall provide the State with the implementation services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

**8.3 Testing Services**

Valor Systems shall perform testing services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

**8.4 Training Services**

Valor Systems shall provide the State with training services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

**8.5 Maintenance**

Under the terms of this Agreement maintenance will not be purchased by the State.

**9. WORK PLAN DELIVERABLE**

Valor Systems shall provide the State with a Work Plan that shall include a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. Valor Systems shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any such updates must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve Valor Systems from liability to the State for damages resulting from Valor Systems's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule; provided, however, that Valor Systems shall not be liable for delays in performance due to an event of Force Majeure.

In the event of any delay in the Schedule, Valor Systems must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Valor Systems or the State causing the problem; its estimated duration; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by Valor Systems to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall

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automatically extend on a day-to-day basis to the extent that the delay does not result from Valor Systems's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis. Negative impact to a third party is reasonable cause to disallow a request for extension.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with Valor Systems's Work Plan or elements within the Work Plan.

**10. CHANGE ORDERS**

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

Valor Systems may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to Valor Systems's requested Change Order within ten (10) business days. The State must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from Valor Systems to the State, and the State acceptance of Valor Systems's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.  
Intellectual Property

**11. INTELLECTUAL PROPERTY**

**11.1 State's Business**

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

**11.2 Valor Systems's Materials**

Subject to the provisions of this Contract, Valor Systems may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, Valor Systems shall not distribute any products containing or disclose any State Confidential Information. Valor Systems 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

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the State Confidential Information by Valor Systems employees or third party consultants engaged by Valor Systems.

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.

### **11.3 Copyright**

#### **WWW Copyright and Intellectual Property Rights**

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

### **11.4 Custom Software Source Code**

Valor Systems shall provide the State with a copy of the source code for the Custom Software, if applicable, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

### **11.5 Survival**

This Contract Agreement Section 11: *Intellectual Property* shall survive the termination of the Contract.

## **12. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

### **12.1 Use of State's Information**

In performing its obligations under the Contract, Valor Systems 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*). Valor Systems 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 Valor Systems's performance under the Contract.

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**12.2 State Confidential Information**

Valor Systems shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Valor Systems in connection with its performance under the Contract, regardless of its form. Any release of the State Confidential Information shall require the prior written approval of the State. Valor Systems shall immediately notify the State if any request, subpoena or other legal process is served upon Valor Systems regarding the State Confidential Information, and Valor Systems 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, Valor Systems shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**12.3 Valor Systems Confidential Information**

Insofar as Valor Systems seeks to maintain the confidentiality of its Confidential Information, Valor Systems must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Valor Systems considers the Software and Documentation to be Confidential Information. Valor Systems 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 Valor Systems as confidential, the State shall notify Valor Systems and specify the date the State will be releasing the requested information. At the request of the State, Valor Systems shall cooperate and assist the State with the collection and review of Valor Systems's information in the State's possession, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Valor Systems's sole responsibility and at Valor Systems's sole expense. If Valor Systems 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 Valor Systems, without any liability to Valor Systems.

**12.4 Survival**

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

**13. GENERAL PROVISIONS**

**13.1 Conditional Nature of Contract**

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a

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reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving Valor Systems 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: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

**13.2 Compliance by Valor Systems with Laws and Regulations: Equal Employment Opportunity**

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

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

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

**13.2.4 Regulatory/Government Approvals** - Valor Systems shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

**13.3.1 Work Hours**

Vendor personnel working on-site at the State's premises shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

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**13.4.1 Access/Cooperation**

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide Valor Systems with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

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

**13.5 Personnel**

**13.5.1** The performance of Valor Systems's obligations under the Contract shall be carried out by Valor Systems. Valor Systems shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform Valor Systems's obligations under the Contract. Valor Systems warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed, and otherwise authorized to do so under all applicable laws.

**13.5.2** Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (Block 1.7 of the Contract Agreement), Valor Systems 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 the Contract. During such six (6) month period, the State shall not solicit for hire any Valor Systems personnel or its subcontractor's personnel. This provision shall survive termination of the Contract

**13.5.3** The Commissioner of the Department of Safety, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

**13.6 Dispute Resolution**

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

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**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>Valor Systems</b>	<b>THE STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	Valor Systems Project Manager Michael Howard	State Project Manager (PM)	5 Business Days
<b>First</b>	Angelija Rendina, Valor Systems's Vice President	State Project Management Team (PMT)	10 Business Days
<b>Second</b>	William Rendina, Valor Systems's President and CEO	John J. Barthlemes; Commissioner NHDOS	15 Business Days

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

**13.7 Termination**

This Section 13.7 shall survive the termination or Contract Conclusion.

**13.7.1 Termination for Default**

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

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

**13.7.1.1.1** Set off against any other obligations the State may owe to Valor Systems under this Contract;

**13.7.1.1.2** Procure Services that are the subject of the Contract from another source, and Valor Systems shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract, and to 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

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which shall be subject to the limitation of liability set forth in this Contract; and

**13.7.1.1.3** Treat the Contract as breached and pursue its remedies at law or in equity, or both.

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

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

**13.7.2 Termination for Convenience**

**13.7.2.1** The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Valor Systems. In the event of a termination for convenience, the State shall pay Valor Systems 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 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.

**13.7.2.2** During the thirty (30) day period, Valor Systems 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.

**13.7.3 Termination for Conflict of Interest**

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

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 Valor Systems did not know, or reasonably did not know, of the conflict of interest.

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

**13.7.4 Termination Procedure**

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

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Valor Systems 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 except that this shall not be construed to include intellectual property belonging to Valor Systems or its subcontractors;
- e. Provide written Certification to the State that Valor Systems has surrendered to the State all said property; and
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

**13.8 Force Majeure**

Neither Valor Systems 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

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

**13.9 Valor Systems's Relation to the State**

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

**13.10 Assignment, Delegation and Subcontracts**

**13.10.1** Valor Systems 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.

**13.10.2** Valor Systems 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 Valor Systems of any of its obligations under the Contract; nor affect any remedies available to the State against Valor Systems that may arise from any event of default of the provisions of the contract. The State shall consider Valor Systems to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**13.10.3** Notwithstanding the foregoing, nothing herein shall prohibit Valor Systems from assigning the Contract to the successor of all or substantially all of the assets or business of Valor Systems provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Valor Systems should change ownership, as permitted under this Contract Agreement Section 13.10.3, the State shall have the option to continue under the Contract with Valor Systems, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Valor Systems, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Valor Systems, its successors or assigns.

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**13.11 Indemnification**

13.11.1 Valor Systems 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 Valor Systems, its personnel or agents in connection with Valor Systems's performance of the Contract.

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

**13.11.3 Survival**

This Contract Agreement Section 13.11, *Indemnification*, shall survive termination of this Agreement.

**13.12 Limitation of Liability**

**13.12.1 State**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Valor Systems shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement*

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

**13.12.2 Valor Systems**

Subject to applicable laws and regulations, in no event shall Valor Systems be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Valor Systems's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement-General Provisions*.

Notwithstanding the foregoing, the limitation of liability in this SOW Section 13.13.2 shall not apply to Valor Systems's indemnification obligations set forth in the *Contract Agreement* Section 13.12: *Indemnification* and confidentiality obligations in Contract Agreement Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

**13.12.3 Survival**

This Contract Agreement Section 13.12: *Limitation of Liability* shall survive termination or Contract conclusion.

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**13.13 Insurance**

**13.13.1 Valor Systems Insurance Requirement**

Valor Systems 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:

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- b. The policies shall be the standard forms and endorsements approved for use in the State of New Hampshire by the New Hampshire Department of Insurance, and issued by insurers licensed in the State of New Hampshire or underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each certificate of Insurance shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State
- c. Valor Systems shall furnish to the Insurance Certificate Holder the certificate(s) of insurance for all insurance required under the Contract. Valor Systems shall also furnish to the Insurance Certificate Holder certificate(s) of insurance for all renewal(s) of insurance required under the Contract no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached to the Contract and are incorporated therein by reference.

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

Department of Information Technology funded projects the Certificate Holder and address should be identified as:

State of New Hampshire  
Department of Safety  
John J. Barthelmes  
33 Hazen Drive, Concord, NH 03305

**13.14 Workers' Compensation**

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

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**13.14.2** To the extent Valor Systems is subject to the requirements of N.H. RSA chapter 281-A, Valor Systems 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. Valor Systems shall furnish the Insurance Certificate Holder, 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 to the Contract and shall be incorporated therein by reference.

**13.14.3** The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Valor Systems, or any subcontractor or employee of Valor Systems, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under the Contract.

**13.15 Waiver of Event of Default**

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.

**13.16 Notice**

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

TO Valor Systems:

William Rendina  
President and CEO  
1415 W. 22nd St. Tower Floor  
Oak Brook, Illinois 60523  
Tel: (630) 323-1911

TO STATE:

Elizabeth Bielecki  
State of NH, Department of Safety  
33 Hazen Drive  
Concord, NH 03305  
Tel: (603) 223-8000

**13.17 Amendment**

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

**13.18 Construction of Contract and Terms**

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. The wording used in this Contract is the wording

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chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**13.19 Third Parties**

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

**13.20 Headings**

The headings throughout the Contract 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 Contract provisions, and are for reference purposes only.

**13.21 Exhibits**

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

**13.22 Special Provisions**

Additional provisions set forth in the Contract EXHIBIT C shall be incorporated herein by reference.

**13.23 Severability**

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

**13.24 Venue and Justification**

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

**13.25 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 Contract Agreement Section 4.8: *Records Retention and Access Requirements*, Contract Agreement Section 4.9: *Accounting Requirements*, and Contract Agreement Section 12: *Use of State's Information, Confidentiality* and Contract Agreement Section 13.12: *Indemnification* which shall all survive the termination of the Contract.

**13.26 Entire Contract**

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

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CONTRACT DELIVERABLES**

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

Design, build and test enhancements to the Valor RMS in accordance with the time frames in the Work Plan.

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

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables is set forth in Exhibit B: *Price and Payment Schedule*. Pricing shall be effective for the Term of this Contract, and any extensions thereof.

**2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

**2.1 Implementation Schedule – Activities / Deliverables / Milestones**

**Table 1A - Implementation Schedule – Activities / Deliverables / Milestones**

<b>Ref Num b</b>	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>
<b>1</b>	<b>Participate in Kickoff meeting</b>	<b>Non-Software</b>
<b>2</b>	<b>Biweekly Status Reports</b>	<b>Written</b>
<b>3</b>	<b>Work Plan</b>	<b>Written</b>
<b>4</b>	<b>Design, Construct and successfully Test modifications to Valor RMS including client application, Graphical User Interface (GUI) and “back-end” storage (database) such that all requirements in Exhibit H are met.</b>	<b>Software</b>
<b>5</b>	<b>Complaint Data Exchange: Design, Construct and successfully Test an Interface for your RMS to transmit electronic complaint messages to J-One via TCP/IP Sockets. Use the TCP/IP connection specification as applicable and CAAFF XML Schema provided as part of this Contract</b>	<b>Software</b>

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<b>6</b>	<b>CAAFF Data Exchange: Design, Construct and successfully Test an Interface for your RMS to receive electronic 'Complaint as Accepted for Filing' messages from J-One via TCP/IP Sockets. Provide the State with the TCP/IP connection specification as applicable. The interface must use the Complaint XML Schema provided as part of this Contract.</b>	<b>Software</b>
<b>7</b>	<b>Disposition Data Exchange: Design, Construct and successfully Test an Interface for your RMS to receive electronic disposition messages from J-One via TCP/IP Sockets. Provide the State with the TCP/IP connection specification as applicable. The interface must use the Disposition XML Schema provided as part of this Contract.</b>	<b>Software</b>
<b>8</b>	<b>Uniform Charge Table: Design, Construct and successfully Test an Interface for your RMS to receive the initial load as well as periodic updates to UCT data from J-One via TCP/IP Sockets. Provide the State with the TCP/IP connection specification as applicable. The interface must use the UCT XML Schema provided as part of this Contract.</b>	<b>Software</b>
<b>9</b>	<b>Provide an interface to allow for a single-point name query from Valor to include the NHSP eTicket application.</b>	<b>Software</b>
<b>10</b>	<b>Successful completion and State acceptance of software after Security Testing</b>	<b>Non-Software</b>
<b>11</b>	<b>Successful completion and State acceptance of software after User Acceptance Testing</b>	<b>Non-Software</b>
<b>12</b>	<b>State acceptance of Valor Systems produced training materials</b>	<b>Non-Software</b>

**3. TRAINING DELIVERABLES**

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

**4. SOFTWARE LICENSES**

Software Licenses for are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

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PRICE AND PAYMENT SCHEDULE**

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$130,000 for the period between the Effective Date through June 30, 2015. Valor Systems shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Valor Systems to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

Table B-1 - Activities / Deliverables / Milestones Pricing

Activity, Deliverable or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost	Expected Payment Percentage
<b>Project Management Tasks</b>				
1. Participate in Kickoff meeting	Non-Software	Refer to Exhibit I Table I.1		
2. Biweekly Status Reports	Written	Refer to Exhibit I Table I.1		
3. Work Plan [Milestone Planning Task]	Written	Refer to Exhibit I Table I.1		30%**
<b>Changes to Valor Native Application:</b>				

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<p>4. Design, Construct and successfully Test modifications to Valor RMS including client application, Graphical User Interface (GUI) and "back-end" storage (database) such that all requirements in Tables C-2.1: <i>Requirements</i> and C-2.2 <i>Additional Requirements</i> are met.</p>	<p>Software</p>	<p>Refer to Exhibit I Table I.1</p>	<p>\$20,075</p>	
<p>5. Complaint Data Exchange: Design, Construct and successfully Test an Interface for your RMS to transmit electronic complaint messages to J-One via Web Services or TCP/IP Sockets. Use the Web Service Definition Language Specification (WSDL) or TCP/IP connection specification as applicable and Complaint XML Schema provided as part of this PRD</p>	<p>Software</p>	<p>Refer to Exhibit I Table I.1</p>	<p>\$10,725</p>	
<p>6. CAAFF Data Exchange: Design, Construct and successfully Test an Interface for your RMS to receive electronic 'Complaint as Accepted for Filing' messages from J-One via Web Services or TCP/IP Sockets. Provide the State with the Web Service Definition Language Specification (WSDL) or TCP/IP connection specification as applicable. The interface must use the Complaint XML Schema provided as part of this PRD.</p>	<p>Software</p>	<p>Refer to Exhibit I Table I.1</p>	<p>\$31,350</p>	

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PRICE AND PAYMENT SCHEDULE**

<p>7. Disposition Data Exchange: Design, Construct and successfully Test an Interface for your RMS to receive electronic disposition messages from J-One via Web Services or TCP/IP Sockets. Provide the State with the Web Service Definition Language Specification (WSDL) or TCP/IP connection specification as applicable. The interface must use the Disposition XML Schema provided as part of this PRD.</p>	<p style="text-align: center;">Software</p>	<p>Refer to Exhibit I Table I.1</p>	<p style="text-align: center;">\$11,650</p>	
<p>8. Uniform Charge Table: Design, Construct and successfully Test an Interface for your RMS to receive the initial load as well as periodic updates to UCT data from J-One via Web Services or TCP/IP Sockets. Provide the State with the Web Service Definition Language Specification (WSDL) or TCP/IP connection specification as applicable. The interface must use the UCT XML Schema provided as part of this PRD.</p>	<p style="text-align: center;">Software</p>	<p>Complete</p>	<p style="text-align: center;">\$28,600</p>	
<p>9. Provide an interface to allow for a single-point name query from Valor to include the NHSP eTicket and CRMS application.</p>	<p style="text-align: center;">Software</p>		<p style="text-align: center;">\$27,600</p>	
<p>10. Provide the State with proof of successful security testing outlining testing regimens used and results.</p>	<p style="text-align: center;">Written</p>	<p>Refer to Exhibit I Table I.1</p>		

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11. Successfully complete Acceptance Testing with the State. [Milestone UAT]	Non-Software	Refer to Exhibit I Table I.1		40%
12. Complete deployment of your new system with the State project team. [Milestone Deployment]	Non-Software	Refer to Exhibit I Table I.1		30%***
		<b>Total</b>	\$130,000	100 %

\*Note – Payment is due upon delivery and acceptance of: Kickoff Meeting, Work Plan, the first Status Report and completed UCT.

\*\*Note -- 'NTP' Notice to Proceed

\*\*\* Note -- Payment will be rendered after Valor Systems issues the State a Letter of Completion and the State accepts the Deliverable.

**1.2 Valor Systems Rates Pricing Worksheet (Hourly Rates)**

<b>Table B-2- Valor Systems Rates Pricing Worksheet (Hourly Rates)</b>		
<b>Position Title</b>	<b>SFY 2014 7/1/2013- 6/30/2014</b>	<b>SFY 2015 7/1/2014- 6/30/2015</b>
All Hourly Charges	\$ 68.75	\$ 68.75

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$130,000 (“Total Contract Price”). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Valor Systems for all fees and expenses, of whatever nature, incurred by Valor Systems in the performance hereof.

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

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PRICE AND PAYMENT SCHEDULE**

**3. INVOICING**

Valor Systems shall submit correct invoices to the State for all amounts to be paid by the State. All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Valor Systems 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 Acceptance of a Deliverable, 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:  
Keith Lohmann  
33 Hazen Drive  
Suite 308  
Concord, NH 03305

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:  
Valor Systems Inc.  
1415 W. 22nd Street  
Tower Floor  
Oak Brook IL 60523

**5. OVERPAYMENTS to Valor Systems**

Valor Systems 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.

**6. CREDITS**

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

**7. RIGHT TO OFFSET**

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

**8. GRANT FUNDING LIMITATION**

If federal funds from the US Department of Justice become unavailable then this contract is no longer in effect. The State shall follow the termination procedures referenced in section 13.7.4 of this contract agreement.

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EXHIBIT C  
SPECIAL PROVISIONS**

**1. SPECIAL PROVISIONS**

Both parties agree to amend SOW Section 13.11.1 of the Contract 2013-034 by replacing paragraph 13.11.1 with the following paragraph:

**13.11.1** Valor Systems 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 Valor Systems, its personnel or agents in connection with Valor Systems's performance of the Contract. Valor Systems shall not be liable for damages, claims, liabilities or penalties to the extent they are caused by the negligence or wrongful act of the State, its agents or employees.

Both parties agree to amend SOW Section 13.15 of the Contract 2013-034 by replacing paragraph 13.15 with the following paragraph:

**13.15 Waiver of Event of Default**

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

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ADMINISTRATIVE SERVICES**

**1. STATUS REPORTS**

The State believes that effective communication and reporting is essential to Project success. At a minimum, the State expects to receive bimonthly status reports and monthly updates to the Work Plan, unless waived by the State Project Manager.

**2. STATE-OWNED DOCUMENTS AND DATA**

Valor Systems shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State owned documents"). Upon expiration or termination of the Contract with the State, Valor Systems shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format. State owned documents do not include Valor Systems's intellectual property, or if applicable its subcontractor's or vendor's intellectual property. All right and title to Valor Systems's intellectual property shall remain with Valor Systems; all right and title to any Valor Systems subcontractor or vendor intellectual property shall remain with the respective owner thereof.

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

**3. ACCOUNTING REQUIREMENTS**

Valor Systems 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.

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EXHIBIT E  
IMPLEMENTATION SERVICES**

Valor Systems shall provide the State with the following services set forth in Contract Exhibit A.

**1. IMPLEMENTATION STRATEGY**

**1.1 Key Components**

Valor Systems shall employ an implementation strategy with a timeline set forth in accordance with the Work Plan:

Valor Systems and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

Valor Systems shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the application, and prepares the State to assume responsibility for and ownership of the new System. A focus on technology transition shall be deemed a priority.

Valor Systems shall manage project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the project team, and report status.

Valor Systems shall adopt an Implementation time-line aligned with the State's required time-line.

**1.2 Timeline**

The timeline is set forth in the Work Plan.

**1.3 Planning**

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

**1.4 Implementation**

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

Processes will be documented, training established, and the Software Enhancements shall be ready for implementation in accordance with the mutually agreed upon schedule.

Implementation shall be Statewide in accordance with the project schedule.

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IMPLEMENTATION SERVICES**

**1.5 Change Management and Training**

Valor Systems's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

**2. IMPLEMENTATION METHODOLOGY**

The Valor Systems team shall provide the consulting services for the Contract. Its approach includes but is not limited to the following:

- 2.1 Valor Systems will coordinate implementation to the production environment with the State prior to the action taking place.
- 2.2 Valor Systems will ensure that the production environment replicates the test environment in both configuration and execution.
- 2.3 The State will ensure that the host network and application is prepared for implementation.
- 2.4 Both the State and Valor Systems will have personnel capable of troubleshooting errors and discrepancies on site or via conference call and remote system access during implementation.
- 2.5 During the UAT Valor Systems will have personnel available on line or by telephone for troubleshooting within 2 hours of a query by the State during normal business hours
- 2.6 Valor Systems will ensure that the implementation is completed in an incremental fashion.

**3. SECURITY**

Valor Systems shall maintain security consistent with CJIS Version 5 requirements for the RMS Interface to J-ONE with the limitation that Valor Systems cannot be held responsible for security which is outside the control of Valor Systems. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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EXHIBIT F  
TESTING SERVICES**

Valor Systems shall provide the following Products and Services described in this Exhibit F, including but not limited to:

**1. Testing and Acceptance**

Valor Systems must employ an integrated and coherent approach to complete System testing, Deficiency correction, Acceptance, training, and Warranty Services to ensure successful completion of the Project as required under the Contract.

Valor Systems must deliver a fully developed and thoroughly tested product following its own SDLC Methodology. Valor Systems must include any scheduling assumptions regarding the State resource efforts required during Acceptance Testing.

Valor Systems is responsible for designing, building and testing RMS enhancements per State specifications. The J-One Technical Team will provide the mutually agreed upon Acceptance Test Plan (ATP), test scripts (if necessary) and test data. Valor Systems will participate in Acceptance Testing by:

- training J-One testers as necessary to use its RMS,
- working with the State to coordinate with Valor Systems law enforcement users of the Valor Systems System for testing purposes,
- providing test instances of the Valor Systems System to interface with the J-One test environment which will be installed at a minimum of three municipal law enforcement agencies, and
- Providing additional support as needed and as mutually agreed upon in the Work Plan.

**2. Test Planning and Preparation**

State Acceptance Testing will commence upon the Valor Systems Project Manager's Certification, in writing, that its System is ready for Acceptance testing.

Valor Systems will certify that the State's personnel have been trained and the System is installed, configured, complete, and ready for State Acceptance Testing. The State will notify Valor Systems within five (5) business days of receiving such certification of the date when Acceptance testing will commence. The Acceptance Testing will be conducted by the State in an environment independent of Valor Systems' System development environment.

**Table F-1: Testing**

Unit Testing	Valor Systems is solely responsible for this phase.
System Integration Testing	The State and Valor Systems will conduct System Integration Testing to validate the functionality of the System and its Interfaces. The State will also use System Integration Testing to validate modifications; fixes and other System interactions with Valor Systems supplied Software.

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<b>User Acceptance Testing (UAT)</b>	<p>User Acceptance Testing (UAT) is a verification process performed in a copy of the production Environment. User Acceptance Testing verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.</p> <p>(a) Valor Systems' Project Manager must certify in writing, that Valor Systems' own staff has successfully executed Unit Testing and System testing prior to the start of any testing executed by State staff.</p> <p>(b) The User Acceptance testing will be conducted and completed according to the ATP referenced in Section 5 of Exhibit F.</p> <p>(c) UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System. The results of the UAT provide evidence that the new System meets Acceptance criteria as defined in the ATP.</p> <p>(d) The UAT Period will consist of execution of the ATP in a test environment at three sites. Upon completion of the ATP phase the three pilots will switch to production systems. Upon 30 consecutive days of successful operation in the production environment at the three pilot sites, the State will accept the System and the Warranty shall commence.</p>
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<p>Regression Testing as a part of UAT</p>	<p>As a result of the testing activities, problems may be identified that require correction. The State will notify Valor Systems of the nature of the testing failure in writing. Valor Systems will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.</p> <p>Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the Modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.</p> <p>(a) For each critical failure which is corrected within the test period, the Acceptance Period shall be extended by corresponding time defined in the Testing Plan.</p> <p>(b) Valor Systems shall notify the State no later than five (5) business days from Valor Systems' receipt of written notice of the test failure when Valor Systems expects the corrections to be completed and ready for retesting by the State.</p> <p>(c) When a programming change is made in response to a problem identified during testing, a regression Acceptance Testing Plan shall be developed by Valor Systems based on the understanding of the program and the change being made to the program. The Acceptance Testing Plan has two objectives:</p> <ol style="list-style-type: none"> <li>1. Validate that the change/update has been properly incorporated into the program; and</li> <li>2. Validate that there has been no unintended change to the other portions of the program.</li> </ol> <p>Valor Systems must:</p> <ol style="list-style-type: none"> <li>1) Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;</li> <li>2) Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and</li> <li>3) Manage the entire cyclic process.</li> </ol> <p>Valor Systems will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.</p> <p>In designing and conducting such regression testing, Valor Systems will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, Valor Systems will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.</p> <p>In their Proposal, Valor Systems must acknowledge their responsibilities for regression testing as described in this section.</p>
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Security Testing	Valor Systems is responsible for Security Testing to demonstrate compatibility with CJIS Version 5 using a methodology of their choice and agreed to be appropriate by the Department of Safety Information Security Officer and State CISO and reporting on the results.*
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**\* Note – At the conclusion of Security Testing Valor Systems shall transmit the testing results to the State**

**3. Remedies**

In the event that the Software fails UAT, the State may declare Valor Systems in default and, at its option: 1) terminate the Contract, in whole or in part, by providing thirty (30) days' written notice to Valor Systems, without penalty or obligation by the State; 2) return the Software to Valor Systems and receive a refund of all amounts paid under the Contract, within ninety (90) days of notification to Valor Systems of the State's intent to request a refund; 3) and pursue its remedies available at law and in equity.

Notwithstanding any provision of the Contract to the contrary, the State's option to terminate the Contract and pursue the remedies above will remain in effect until Valor Systems completes full performance of its obligations in accordance with the Contract.

**4. System Acceptance**

Upon successful completion of User Acceptance Testing, the State will issue a Letter of Final System Acceptance if there are no Critical Deficiencies in the System at that time.

**5. Acceptance Testing Plan**

For purpose of testing, the J-One Complaints and Dispositions Test Plan dated July 28, 2011 will be used. The Parties may alter the Test Plan by mutual consent.

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MAINTENANCE AND SUPPORT SERVICES**

**1. SYSTEM MAINTENANCE**

Maintenance support will not be purchased under this contract.

Maintenance support will be available to Valor Systems customers with valid maintenance contracts.

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**SYSTEM REQUIREMENTS AND DELIVERABLES**

**1. Scope of Work**

This section contains the Requirements, Deliverables, Interfaces and additional documents necessary to complete the J-ONE task.

Design, build and test enhancements to the Valor Systems law enforcement records management system using an Valor Systems System Development Methodology and deliver to the State fully realized components with the following functions and features:

- 1.1 Modify the RMS as necessary so that users can capture and store all the data elements of a NH Criminal Complaint.
- 1.2 Incorporate the J-One Uniform Charge Table into the RMS so that users can select the appropriate UCT charge elements for the complaint.
- 1.3 Create a unique SIN (Subject Incident Number) for each complaint according to the specification provided in Table C-2.2, *Additional Requirements*.
- 1.4 Generate an electronic XML version of the complaint that complies with the XML schema and sample that the State will provide.
- 1.5 Design and build an interface to send the XML complaint message to J-One using TCP/IP Sockets. The State will provide the necessary specification according to the agreed upon protocol.
- 1.6 The System must validate the complaint for required data elements prior to sending the XML message to J-ONE.
  - a) If validation fails, display an error message to the user so that missing elements can be added.
  - b) If validation is successful, send the XML version to J-One
  - c) Print the complaint form simultaneously with the sending of the electronic version.
  - d) Disable the "Send" functionality for a complaint after one successful "Print & Send" operation. Users should be able to print as many "preliminary" complaints as they deem necessary. Furthermore, if the need for modifications or corrections to the complaint is discovered after the electronic version has been sent, such corrections should be allowed. The users should be allowed to print the revised complaint; however, the docketed complaint will need to be revised in court proceedings before the revision becomes official.
- 1.7 Design and build an interface to accept 'Complaint as Accepted for Filing transactions sent from the Court through J-One back to the RMS. These messages will add Docket #, Court Charge ID # and Court Filing Date to the original complaint. Deliver to the State the Valor Systems interface design specification (a connection specification for TCP/IP sockets) to receive these transactions. The Valor Systems interface must accept message transactions that comply with the State's CAAFF XML schema which will be provided as part of the Contract.

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- 1.8** Design and build an interface to accept Disposition transactions sent from the Court through J-One back to the RMS. Deliver to the State the Valor Systems interface design specification (a connection specification for TCP/IP sockets) to receive these transactions. The Valor Systems interface must accept message transactions that comply with the State’s Disposition XML schema which will be provided as part of the Contract.
- 1.9** Design and build an interface to accept initial load and updates of UCT data sent from J-ONE to the Valor Systems RMS. Deliver to the State the Valor Systems interface design specification (a connection specification for TCP/IP sockets) to receive these transactions. The Valor Systems interface must accept message transactions that comply with the State’s UCT XML schema which will be provided as part of the Contract. Subject to the State’s final approval and provided the UCT data set is not compromised Valor Systems has the latitude to accomplish this task as it sees fit.

During Acceptance testing, Valor Systems will demonstrate to the State that the RMS GUI displays UCT data properly, test and confirm the “PRINT & SEND” functionality, and test the RMS Courts Interface to ensure that message transactions are completed properly.

**2. Requirements**

Valor Systems shall complete a checklist based on the following format. General requirements pertain to personnel, facilities and conditions of the development environment. Indicate whether the requirement is included in the solution without modification (Y), with modification (M), or not at all (N) and add additional information in the Comments column. If Modifications are needed to meet requirements, those Modifications must be included in the cost.

**Table 2.1: Requirements.** Item numbers may be discontinuous as the source is an overall J-One requirements document. The requirements set forth in this Exhibit H are the only requirements that apply to Valor Systems and this Agreement.

REQ #	Requirement/Deliverable	M/O	Y/M/N (See above)
	<b>GENERAL REQUIREMENTS</b>		
G-1	Valor may participate in an optional initial kick-off meeting to initiate the Project which may be accomplished by teleconference.	O	Y

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G-2	Valor shall submit a High Level Summary Work Plan within ten (10) days after the Effective Date (approval by Governor and Council). The Work Plan shall include a description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated as necessary.	M	Y
G-3	Valor will provide monthly status reports on the progress of the Project.	M	M
	<b>TECHNICAL REQUIREMENTS</b>		
T-1	Please refer to the documents, referenced in C-5: below for more information on the Technical Requirements.		
T-2	Technical Authorization must be: (1) consistent with Statement of Work within Statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.	M	Y
	<b>SECURITY REQUIREMENTS</b>		
S-1	The System shall conform with CJIS Data Security requirements	M	Y
S-2	All J-One data sent from the System shall be encrypted.	M	Y
S-3	Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> )	M	Y
S-4	Detect and record all attempted accesses that fail identification, authentication and authorization requirements.	M	Y
S-5	The application shall log all activities to prevent parties to application transactions from denying that they have taken place.	M	Y
S-6	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y

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S-7	Subsequent application Implementations or upgrades shall not remove or degrade security requirements	M	Y
S-8	Application should be protected from unauthorized use when at rest.	M	Y

**The numbered requirements below are taken from the Business Requirements Matrix beginning on page 19 of the J-One: Complaints & Dispositions Business Requirements Document, version 2.02 dated Sept 9, 2009. Only those requirements pertaining to law enforcement records management systems are included in this PRD.**

**Table 1A - Functions/Features – Complaints: RMS, J-ONE and ODYSSEY**

1A.1	Law Enforcement (LE) Records Management System (RMS) must have the ability to capture the required criminal complaint data elements.	M	Y
1A.2	LE RMS must have the ability to generate a SIN as defined by J-One. Users must not be allowed to alter a system generated SIN.	M	Y
1A.4	User must be able to select a charge from the Uniform Charge content including all data elements as defined by J-One.	M	Y
1A.5	Participating systems must be able to import the initial UCT dataset, as well as subsequent updates to it.	M	Y
1A.6	Participating systems should be able to automatically accept electronic UCT updates from J-One.	D	Y
1A.7	RMS should display the SIN to the user during the fingerprinting process so that the SIN can be copied onto the 10-Print Cards.	D	Y
1A.8	RMS must have the ability to have the user input the 10-Print Tracking Number.	M	Y
1A.10	RMS should have the ability to provide a calendar so that officers may select court appearance (i.e. Arraignment) dates to be included in the complaint information.	D	Y
1A.11	LE RMS must print the hardcopy complaint form on the pre-printed State complaint form.	M	Y
1A.13	LE RMS must print the SIN on the hardcopy complaint form.	M	Y

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<b>1A.14</b>	LE RMS must develop an interface to electronically transmit Complaint Messages to J-One.	<b>M</b>	Y
<b>1A.15</b>	The electronic complaint message must be delivered to J-One concurrently with printing of the final paper copy to ensure that the electronic version is identical to the printed paper version.	<b>M</b>	Y
<b>1A.16</b>	The LE RMS must validate the complaint message for required data elements prior to sending it to J-One. If required fields are missing, the LE RMS shall display an error message to the user and the complaint shall not be sent to J-One until the missing data is added.	<b>M</b>	Y
<b>1A.16a</b>	The LE RMS will send one and only one electronic complaint message per SIN. Once the electronic complaint is successfully transmitted to J-One the RMS shall disable the SEND to J-One mechanism for that complaint.	<b>M</b>	Y
<b>1A.18</b>	Originating agency RMS must receive error message and display it to an authorized user.	<b>D</b>	Y
<b>1.A31</b>	J-One will forward "As accepted for Filing" messages to CHRI and originating LE Agency.	<b>M</b>	Y
<b>1.A35</b>	LE RMS shall be enhanced to use "As Accepted for Filing" complaint information from J-One. Information will be added to an existing case, a new case will be created, or the information will be stored in a queue until a user takes appropriate action.	<b>D</b>	N

**Table 1B - Functions/Features – Dispositions**

<b>1B.11</b>	J-One shall forward disposition messages to the originating LE Agency.	<b>M</b>	Y
<b>1B.14</b>	Destination systems shall use SIN to search for an existing record to match with the disposition message.	<b>D</b>	Y
<b>1B.15</b>	Destination systems shall automatically update records where matching SIN is found and information is desired by end user.	<b>D</b>	Y
<b>1B.16</b>	Destination systems shall create new records where no matching SIN is found.	<b>D</b>	N

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<b>1B.17</b>	Destination systems shall provide a user interface to allow authorized personnel to view the disposition message and manually decide how to handle it.	<b>D</b>	N
<b>B.18</b>	Destination systems shall accept iterative updates to dispositions.	<b>D</b>	Y

**Table 1C - Functions/Features – Synchronization and Reporting**

<b>1C.2</b>	RMS must be able to create an exportable electronic report that lists all complaints sent to J-One.	<b>D</b>	Y
<b>1C.3</b>	RMS must be able to create an exportable electronic report that lists all dispositions received from J-One.	<b>D</b>	Y

**Table 1D - Functions/Features – Error Handling and General Items**

<b>1D.1</b>	Error handling must conform to the protocols defined in the J-One Integration Architecture document.	<b>M</b>	Y
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**Table 2: Data Capture, Storage, Conversion, and Exchange**

<b>2A.0</b>	Complaint Messages.	<b>M</b>	Y
<b>2A.1</b>	Complaint messages delivered to J-One by a participating RMS will comply with a GJXDM schema to be provided by the J-One technical team.	<b>D</b>	Y
<b>2A.2</b>	Message meta-data (for routing etc) will be placed in an XML header. The complaint itself (payload) will be place in an XML body.	<b>D</b>	Y
<b>2A.3</b>	Message must contain a SIN.	<b>M</b>	Y
<b>2A.4</b>	Message shall include 10-Print Tracking Number.	<b>D</b>	Y
<b>2A.5</b>	Message must contain LE Agency name and agency ORI for the originator of the complaint.	<b>M</b>	Y
<b>2A.6</b>	Message shall contain LE Agency Case Number.	<b>D</b>	Y

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<b>2A.7</b>	The body of the XML complaint shall contain the following mandatory data elements: Subject Name Incident Date Incident City UCT Charge Information (RSA, Charge Type and Charge Level) LE Agency	<b>M</b>	<b>Y</b>
<b>2A.8</b>	The complaint shall contain the following additional elements: Subject DOB Court appearance court name and county Other UCT Information (Act/description, Aggravators, enhancers, Inchoate elements) Narrative summary of incident Complainant (Enforcement Officer name and badge number) Court appearance date and time Subject address Subject demographic descriptors	<b>D</b>	<b>Y</b>
<b>2B.0</b>	<b>Complaint "As Filed" Messages</b>	<b>M</b>	<b>Y</b>
<b>2B.3</b>	Shall include the Docket Number	<b>M</b>	<b>Y</b>
<b>2B.4</b>	Shall include originating agency ORI	<b>M</b>	<b>Y</b>
<b>2B.5</b>	Shall include the SIN	<b>M</b>	<b>Y</b>

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<b>2B.6</b>	Shall include the following additional mandatory data elements: Complaint Data Elements accepted by Court Assigned Court and Court ORI Court ChargeID Court Filing Date	<b>M</b>	<b>Y</b>
<b>2C.0</b>	<b>Disposition Messages</b>	<b>M</b>	<b>Y</b>
<b>2C.7</b>	Disposition must contain the SIN.	<b>M</b>	<b>Y</b>
<b>2C.8</b>	Disposition message shall contain the following mandatory data elements: Original Offense Date Offense Charge Elements Docket Number Court ChargeID Subject Name Disposed Charge Elements Disposition Date Finding Sentence (if applicable) Sentence Start Date (if applicable)	<b>M</b>	<b>Y</b>

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<b>2C.9</b>	Disposition message shall contain the following additional data elements: Subject DOB Original Offense Time Charge Filing Date Plea Other Subject Identifiers (e.g. SID, FBI#, SSN) Subject demographic identifiers (e.g. Race, Eye color, HGT, WGT etc) Other Sentence components	<b>D</b>	<b>Y</b>
<b>2C.13</b>	J-One will transform valid disposition messages from Odyssey XML into J-One GJXDM compliant XML as necessary.	<b>D</b>	<b>Y</b>

**Table 4 – Outputs / Reports**

<b>4.3</b>	Generate exportable, electronic reports that detail the complaints contained within RMS. Make options available to have the reports filtered by disposition or complaint fields specified by the LE agency user in a future phase of design.	<b>M</b>	<b>Y</b>
<b>4.4</b>	Generate exportable, electronic reports that detail the dispositions contained within RMS. Make options available to have the reports filtered by disposition or complaint fields specified by the LE agency user in a future phase of design.	<b>M</b>	<b>Y</b>

**Table 5 – Testing**

<b>5.1</b>	Testing will be performed by Valor for all new and enhanced functions prior to delivery.	<b>M</b>	<b>Y</b>
<b>5.2</b>	Valor will provide a fully tested System for Acceptance Testing to be performed by the State and Valor.	<b>M</b>	<b>Y</b>

**Table 6 – Training**

<b>6.1</b>	Valor will train its users as necessary.	<b>M</b>	<b>M</b>
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**Table 7 – Security**

<b>7.1</b>	All data connections, transmissions, and storage of data will meet Federal CJIS requirements.	<b>M</b>	<b>Y</b>
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**Table 8 – Implementation**

<b>8.1</b>	Valor will coordinate implementation with the J-One Technical Team following the completion of User Acceptance Testing.	<b>M</b>	<b>Y</b>
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**Table 9 – Performance and Response Time**

<b>9.1</b>	System performance must meet the guidelines as outlined in the <u>J-One Integration Architecture</u> .	<b>M</b>	<b>Y</b>
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**Table 10 – Data Archival, Backup and Recovery**

<b>10.4</b>	RMS and CMS systems interfacing with J-One will be responsible for developing archival, backup and recovery procedures for their systems in consultation with their customers	<b>D</b>	<b>Y</b>
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**Table C-2.2: Additional Requirements not included in referenced documents**

<b>Additional Requirements</b>				
<b>REQ #</b>	<b>Requirement/Deliverable</b>	<b>M/O</b>	<b>Y/M/N (See Above)</b>	<b>Comment</b>
<b>1</b>	The RMS shall create a unique Subject Incident Number (SIN) for each charge for each defendant.	<b>M</b>	<b>Y</b>	Add a User Defined Field to track this information
<b>2</b>	The SIN shall be system generated.	<b>M</b>	<b>Y</b>	
<b>3</b>	The RMS shall display the SIN to the user after it's created but shall not allow users to modify it.	<b>M</b>	<b>Y</b>	
<b>4</b>	The SIN shall be sent to J-ONE as part of the electronic complaint message.	<b>M</b>	<b>Y</b>	
<b>5</b>	The RMS shall print the SIN on the official paper complaint form delivered to the Court.	<b>M</b>	<b>Y</b>	
<b>6</b>	The SIN shall be comprised of [7 character ORI] + [2 digit year of offense] + [6 character case identifier] + [2 digit arrest number] + [3 digit charge sequence number]	<b>D</b>	<b>N</b>	Current Case Number is longer than 6 characters. A different format will be required
<b>7</b>	The SIN shall not be more than 20 alpha-numeric characters.	<b>M</b>	<b>Y</b>	
<b>8</b>	The SIN shall be a searchable system parameter.	<b>D</b>	<b>Y</b>	

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<b>9</b>	The Complaint message should also include the arrest date and time.	<b>D</b>	<b>Y</b>	
<b>10</b>	Valor will an interface to allow for a single-point name query from Valor to include the NHSP eTicket and CRMS application.	<b>M</b>	<b>Y</b>	

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WORK PLAN**

The preliminary Work Plan created by Valor Systems and the State is set forth at the end of this Exhibit. The elements of the preliminary Work Plan are documented in accordance with Valor Systems' proposal to implement the Application Software and shall utilize Microsoft Project 2003 to support the ongoing management of the Project. This plan shall identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and Valor Systems team members), refine the Project's scope, and establish the Project's Schedule. It shall utilize Valor Systems's Project Management methodology, which shall be used to manage the Project's life cycle.

Valor Systems's Project Manager and the State Project manager shall finalize the Work Plan within 10 days of the Effective Date. This finalization shall further refine the tasks required to implement the Project. Management of this plan is a joint effort on the part of the Valor Systems and State Project Managers.

## **1. ASSUMPTIONS**

### **1.1 General**

- The State shall provide team members with decision-making authority to support the implementation efforts.
- All State tasks must be performed in accordance with the Work Plan as revised.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Valor Systems shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

### **1.2 Logistics**

- The Valor Systems Team shall perform this project at State facilities when necessary, and those State facilities shall be provided at no cost to Valor Systems.
- The Valor Systems Team reserves the right to perform the work at Valor Systems's facility, when practical.
- The State shall provide adequate facilities for the Valor Systems Team when working at the State's facilities, including PCs, phones, Virtual Private Network (VPN) access, and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each Valor Systems Team members, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the Valor Systems Team and shall be available when the Project begins.

### **1.3 Project Management**

- The State shall approve the Project Management Methodology used for the Project.

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WORK PLAN**

- The State shall provide the Valor Systems Project Team with reasonable access to the State personnel as needed to complete project tasks.
- A Project folder created within the State's Alfresco Content Management System, which shall be used for centralized storage and retrieval of project documents, work products, and other material and information relevant to the success of the project and required by project team members. This central repository is secured by determining which team members have access to the project folder and granting either view or read/write privileges. Valor Systems Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Final versions of all documentation shall be loaded to the State's Alfresco Content Management System.
- Valor Systems assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

**1.4 Technical Environment and Management**

- The State is responsible for providing the hardware, network, and communication facilities needed to support the project.
- The State's hardware operating environment and supporting software shall meet Valor Systems certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

**1.5 Reporting**

- Valor Systems shall deliver to the State project Manager a monthly update of the work plan, and telephonically discuss project status on a bi-weekly basis.

**1.6 User Training and Change Management**

- The Valor Systems Team shall train its end users as necessary.

**2. ROLES AND RESPONSIBILITIES**

**2.1. Valor Systems Team Roles and Responsibilities**

**2.1.1 Valor Systems Team Project Manager**

The Valor Systems Team Project Manager shall have overall responsibility for the day-to-day management of the project and shall plan, track, and manage the activities of the Valor Systems Implementation Team. The Valor Systems Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign Valor Systems Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;

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- Define roles and responsibilities of all Valor Systems Team members;
- Provide monthly work plan updates to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals.
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

**2.1.2 Valor Systems Team**

The Valor Systems Team shall conduct analysis of requirements, validate the Valor Systems Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Confirm application test case scenarios;
- Conduct testing of the configured application;
- Produce functional specifications for interfaces;
- Assist the State in execution of the State's Acceptance test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance testing; and
- Assist with the transition to production.

The Valor Systems team shall also assume the following tasks:

- Development and Documentation of installation procedures; and
- Development and execution of Unit Test scripts;
- Unit Testing of interfaces developed; and
- System Integration Testing.

**2.2 State Roles and Responsibilities**

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

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**2.2.1 State Project Manager**

The State Project Manager shall work side-by-side with the Valor Systems Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate project status on a regular basis. The State Project Manager represents the State in all decisions on implementation project matters, provides all necessary support in the conduct of the implementation project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

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

**2.2.2 State Subject Matter Experts (SMEs)**

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

- Be the key user and contact for their Agency or Department;
- Attend Project team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System, Integration, and Acceptance testing;
- Assist in performing conversion and Integration Testing and data verification;
- Attend Project meetings when requested;

**2.2.3 State Technical Lead**

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

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

**2.2.4 State Network Administrator (DoIT)**

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

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

**2.2.5 State Testing Administrator**

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and Acceptance test plans;
- Coordinating System, Integration, performance, and Acceptance tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

**3. PRELIMINARY WORK PLAN**

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

**Table I-1: High Level Preliminary NH Project Plan**

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**Project Report Valor System RMS Integratiron**

November 21, 2013 at 5:15 PM

Summary for: Valor RMS Implementation				8/23/13	180 Day Window	2/19/14
Start Date:	1/10/14	Tasks:	31	Cost To Date:	\$0	
End Date:	4/9/15	Action Items:	0	Cost To Go:	\$130,000	
% Done:	7%	Risks:	0	Total Cost:	\$130,000	

**All Tasks for Valor RMS Implementation**

ID	Task Name	Work	Start	End	% Done	People & Cost	Predecessors
	<b>Valor RMS Integration Project</b>	<b>475.2 work days</b> spanning 455 days	<b>Friday</b> 1/10/14	<b>Thursday</b> 4/9/15	<b>7%</b>	<b>Schedule</b> \$130,000	
	<b>Planning Phase</b>	<b>11.5 work days</b> spanning 21 days	<b>Friday</b> 1/10/14	<b>Thursday</b> 1/30/14	<b>0%</b>	<b>\$39,000</b>	
	Valor RMS Integration Project . Planning Phase						
	<b>Kickoff Meeting</b>	<b>1.5 work days</b> spanning 5 days	<b>Friday</b> 1/10/14	<b>Tuesday</b> 1/14/14	<b>0%</b>	Valor - Michael \$0	
	Valor RMS Integration Project . Planning Phase						
	<b>Update Workplan</b>	<b>5 work days</b> spanning 10 days	<b>Tuesday</b> 1/14/14	<b>Thursday</b> 1/23/14	<b>0%</b>	Valor - Michael \$0	3
	Valor RMS Integration Project . Planning Phase						
	<b>Creation of Interface Control Document</b>	<b>5 work days</b> spanning 8 days	<b>Thursday</b> 1/23/14	<b>Thursday</b> 1/30/14	<b>0%</b>	Valor - Michael \$0	4
	Valor RMS Integration Project . Planning Phase						
	<b>Milestone - Planning Phase</b>	<b>Milestone</b>	<b>Thursday</b> 1/30/14	<b>Thursday</b> 1/30/14	<b>0%</b>	NHDOS - Keith \$0	5
	Valor RMS Integration Project . Planning Phase						
	<b>Business Req./Funct. Design</b>	<b>107 work days</b> spanning 221 days	<b>Thursday</b> 1/30/14	<b>Monday</b> 9/8/14	<b>9%</b>	\$0	
	Valor RMS Integration Project						
	<b>Functional Design Document</b>	<b>40.5 work days</b> spanning 83 days	<b>Thursday</b> 1/30/14	<b>Wednesday</b> 4/23/14	<b>25%</b>	Valor - Michael \$0	6
	Valor RMS Integration Project . Business Req./Funct.						
	<b>Technical Design Document</b>	<b>66.5 work days</b> spanning 139 days	<b>Wednesday</b> 4/23/14	<b>Monday</b> 9/8/14	<b>0%</b>	Valor - Michael \$0	8
	Valor RMS Integration Project . Business Req./Funct.						
	<b>Milestone - Design</b>	<b>Milestone</b>	<b>Monday</b> 9/8/14	<b>Monday</b> 9/8/14	<b>0%</b>	NHDOS - Keith \$0	9
	Valor RMS Integration Project . Business Req./Funct.						
11	<b>Development</b>	<b>141.2 work days</b> spanning 109 days	<b>Monday</b> 9/8/14	<b>Friday</b> 12/26/14	<b>17%</b>	\$0	10
■	Valor RMS Integration Project						
12	<b>Software development</b>	<b>141.2 work days</b> spanning 109 days	<b>Monday</b> 9/8/14	<b>Friday</b> 12/26/14	<b>17%</b>	Valor - Michael \$0	
■	Valor RMS Integration Project . Development						
13	<b>UCT Integration</b>	<b>22 work days</b> spanning 61 days	<b>Monday</b> 9/8/14	<b>Friday</b> 11/7/14	<b>100%</b>	Valor - John \$0	
■	Valor RMS Integration Project . Development .						

# STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY

## Project Report Valor System RMS Integration

November 21, 2013 at 5:15 PM

All Tasks for Valor RMS Implementation							
ID	Task Name	Work	Start	End	% Done	People & Cost	Predecessors
14	Complaints Data Exchange Development Valor RMS Integration Project . Development .	22.9 work days spanning 39 days	Monday 9/8/14	Friday 10/17/14	0%	Valor - John \$0	10
15	CAAF Data Exchange Development Valor RMS Integration Project . Development .	22.9 work days spanning 46 days	Friday 10/17/14	Monday 12/1/14	0%	Valor - John \$0	14
16	Disposition Data Exchange Development Valor RMS Integration Project . Development .	22.9 work days spanning 46 days	Friday 10/17/14	Monday 12/1/14	0%	Valor - John \$0	14
17	SIN Integration Valor RMS Integration Project . Development .	18.2 work days spanning 31 days	Monday 9/8/14	Thursday 10/9/14	0%	Valor - John \$0	10
18	eTicketing/CRMS Interface Valor RMS Integration Project . Development .	10 work days spanning 15 days	Monday 9/8/14	Monday 9/22/14	0%	Valor - John Reilly \$0	10
19	Communications Integration Valor RMS Integration Project . Development .	22.4 work days spanning 25 days	Monday 12/1/14	Friday 12/26/14	0%	Valor - John Reilly, \$0	14, 15, 17, 16
20	Unit Testing Valor RMS Integration Project	16.5 work days spanning 22 days	Friday 12/26/14	Friday 1/16/15	0%	\$0	
21	Valor Unit Testing Valor RMS Integration Project . Unit Testing	16.5 work days spanning 22 days	Friday 12/26/14	Friday 1/16/15	0%	Valor - John Reilly, \$0	12
22	System Testing Valor RMS Integration Project	23.8 work days spanning 24 days	Friday 1/16/15	Monday 2/9/15	0%	\$0	
23	System Testing Task Valor RMS Integration Project . System Testing	23.8 work days spanning 22 days	Friday 1/16/15	Friday 2/6/15	0%	NHDoIT - John \$0	21
24	Milestone - System Testing Valor RMS Integration Project . System Testing	Milestone	Monday 2/9/15	Monday 2/9/15	0%	NHDoS - Keith \$0	23
25	User Acceptance Testing Valor RMS Integration Project	30.2 work days spanning 23 days	Monday 2/9/15	Tuesday 3/3/15	0%	\$52,000	
26	UAT Testing Task Valor RMS Integration Project . User Acceptance	30.2 work days spanning 23 days	Monday 2/9/15	Tuesday 3/3/15	0%	NHDoIT - John \$0	24
27	Milestone - UAT Valor RMS Integration Project . User Acceptance	Milestone	Tuesday 3/3/15	Tuesday 3/3/15	0%	NHDoS - Keith \$0	26
28	Deployment Valor RMS Integration Project	145 work days spanning 38 days	Tuesday 3/3/15	Thursday 4/9/15	0%	\$39,000	
29	Deployment Task Valor RMS Integration Project . Deployment	20 work days spanning 3 days	Tuesday 3/3/15	Thursday 3/5/15	0%	NHDoIT - John \$0	27

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## Project Report Valor System RMS Integration

November 21, 2013 at 5:15 PM

All Tasks for Valor RMS Implementation							
ID	Task Name	Work	Start	End	% Done	People & Cost	Predecessors
30	Close Monitoring Valor RMS Integration Project . Deployment	125 work days spanning 35 days	Friday 3/6/15	Thursday 4/9/15	0%	NHDoS - Keith \$0	29
31	Milestone - Final Valor RMS Integration Project . Deployment	Milestone	Friday 3/6/15	Friday 3/6/15	0%	NHDoS - Keith \$0	29

Note – All dates will be changed to reflect the actual Effective date of the Contract as the initial start date. The days reflected in the chart are work days.

2013-034 Exhibit I Work Plan  
Initial All Pages:

Contractor's initials: WHL Exhibit I

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**STATE OF NEW HAMPSHIRE  
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J-ONE VALOR SYSTEMS DEVELOPMENT  
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EXHIBIT J  
LICENSE AND RELATED ITEMS**

**1. LICENSE GRANT**

Valor Systems grants the State a royalty-free, nonexclusive, perpetual, unlimited and irrevocable license to reproduce, publish, and use, and to authorize others to use, the RMS Courts Interface Software and its associated documentation for State government purposes, including, but not limited to, any modifications, derivatives, and improvements, and any associated Documentation. In addition, Valor Systems must make the RMS Courts Interface available at no cost to any user accessing the J-One system via Valor Systems RMS. Valor Systems must also comply with applicable federal laws and regulations relating to the federal funding requirements, including, but not limited to the FAR 52.227.17

**2. RESTRICTIONS**

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Valor Systems's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

**3. TITLE**

Title, right, and interest (including all ownership and intellectual property rights) in the Software shall remain with Valor Systems.

**4. VIRUSES**

Valor Systems shall provide Software that shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, Valor Systems will use reasonable efforts to test the Software for viruses. Valor Systems shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, Valor Systems shall provide a master copy for comparison with and correction of the State's copy of the Software. Valor Systems will also prevent backdoor component from gaining access to the software.

**5. AUDIT**

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

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LICENSE AND RELATED ITEMS**

**6. FUTURE COMPATIBILITY**

Valor Systems licensed end users who utilize the RMS and implement the RMS Courts Interface will be provided support and updates for the RMS and the RMS Courts Interface in accordance with the end user's current Valor Systems Software Support Agreement.

During the term of this Agreement, State required changes to the specifications set forth in this Agreement will be addressed through a mutually agreed upon change order which defines the scope, services and cost changes as applicable.

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EXHIBIT K  
WARRANTY AND WARRANTY SERVICES**

**1. WARRANTIES**

**1.1 Software and System**

Valor Systems shall warrant that, during the Warranty Period, the System will operate in accordance with the Specifications.

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

**1.2 Non-Infringement**

Valor Systems shall warrant that it has good title to, or the right to allow the State to use, all Services, equipment, and Software 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.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Valor Systems Software infringes their intellectual property rights, Valor Systems shall defend and indemnify the State against the claim provided that the State:

- 1.2.1 Promptly notifies Valor Systems in writing, not later than 30 days after the State receives actual written notice of such claim;
- 1.2.2 Gives Valor Systems control of the defense and any settlement negotiations; and
- 1.2.3 Gives Valor Systems the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, at the State's expense, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Valor Systems believes or it is determined that any of the Valor Systems Software or its associated user Documentation may have violated someone else's intellectual property rights, Valor Systems may, in its sole discretion, choose to either modify the Valor Systems Software or its associated user Documentation to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Valor Systems may end the license, and require return of the applicable Valor Systems Software and its associated user

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EXHIBIT K**

**WARRANTY AND WARRANTY SERVICES**

Documentation and refund all license fees the State has paid Valor Systems under the Contract. Valor Systems will not indemnify the State if the State alters the Valor Systems Software or its associated user Documentation without Valor Systems's consent or uses it outside the scope of use identified in Valor Systems's user Documentation or if the State uses a version of the Valor Systems Software which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Valor Systems Software which was provided to the State at no additional cost. Valor Systems will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data, or material not furnished by Valor Systems. Valor Systems will not indemnify the State to the extent that an infringement claim is based upon the combination of any Valor Systems Software with any products or services not provided by Valor Systems, without Valor Systems's consent.

**1.3 Viruses; Destructive Programming**

Valor Systems shall warrant that the Software at the time of State acceptance does not contain viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

**1.4 Compatibility**

Valor Systems shall warrant that the RMS Courts Interface, including any upgrade provided by Valor Systems, shall operate with the RMS without loss of any functionality. This section 1.4 shall survive the expiration of both the Warranty and the Contract as long as the State maintains J-ONE functionality and as long as an RMS user is maintaining RMS maintenance.

**2. SERVICE WARRANTY**

**2.1 Services**

Valor Systems 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.

**2.2 Personnel**

Valor Systems 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.

**3. WARRANTY SERVICES**

**3.1** Valor Systems shall maintain, repair, and correct Deficiencies in the Software, including but not limited to the Custom Software, Interfaces, individual modules and functions during the Warranty Period, at no additional cost to the State, in accordance with the Specifications,

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**WARRANTY AND WARRANTY SERVICES**

including without limitation, correcting all errors and Deficiencies; eliminating viruses and destructive programming; and replacing Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

**3.1.1** Maintain the System and the Software in accordance with the Specifications, terms, and requirements of the Contract;

**3.1.2** Repair or replace the System and the Software, or any portion thereof, to enable the System to operate in accordance with the Specifications, terms, and requirements of the Contract;

**3.1.3** Valor Systems shall have available to the State on-call telephone assistance, with issue tracking available to the State, during normal State Work Hours

**3.1.4** Maintain a record of the activities related to Warranty repair or maintenance activities performed for the State;

**3.1.5** For all Warranty Services calls, Valor Systems shall ensure the following information will be collected and maintained:

**3.1.5.1** Nature of the Deficiency;

**3.1.5.2** Current status of the Deficiency;

**3.1.5.3** Action plans, dates, and times;

**3.1.5.4** Expected and actual completion time;

**3.1.5.5** Deficiency resolution information;

**3.1.5.6** Valor Systems must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:

**3.1.5.6.1** Diagnosis of the root cause of the problem.

**3.2** All Deficiencies found during the Warranty Period shall be corrected by Valor Systems in accordance with Valor Systems's normal support procedures as follows at no additional cost to the State. Patches shall also be checked to ensure that they do not add any security compromises into the system.

**Critical Issues:** Is an issue in which the software is made inoperable until the issue is resolved. These issues are fixed immediately and the fix is applied via a patch (hot fix).

**Software Issues:** An issue that affects the use of the software, but does not make the software inoperable. These issues are fixed and made available in the next scheduled software release.

**Cosmetic Issues:** These are appearance defects in the software; for example spelling errors or format inconsistencies. These issues are resolved and the fix is made available in the next scheduled release.

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WARRANTY AND WARRANTY SERVICES**

**4. WARRANTY PERIOD**

The Warranty Period shall commence upon the State issuance of a Letter of Acceptance for UAT and will continue through one-hundred eighty (180) calendar days thereafter.

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EXHIBIT L  
TRAINING SERVICES**

Valor Systems shall provide the following Training Services:

**1. Training**

Agency (customer) education will be achieved via one train-the-trainer session provided by Valor Systems. Additional training will be agency-provided.

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EXHIBIT M  
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



ABOUT    NEWS & EVENTS    GRANTS & FUNDING    RESOURCES    TRAINING    CAREERS

LOGOUT    Agency: New Hampshire Department of Safety (NHNSP00)

**AGENCY PORTAL MENU**

- HOME
- ACCOUNT INFORMATION
- AGENCY INFORMATION
- AGENCY USERS
- AGENCY CONTACTS
- APPLICATIONS
- GRANTS MANAGEMENT

**GRANT MANAGEMENT**

<b>DETAILS</b>					Extension complete	
Grant Number	Program Type	Intital Award Date	Last Modified Date	Grant End Date	Status	
2004CKWX0125	OTHER-TECH	9/7/2004	12/24/2013	6/22/2015		

<b>GRANT DETAILS</b>	
Award Amount:	\$2,968,432.00
Remaining Balance:	\$0.00
As Of Date:	12/24/2013

<b>BUDGET SUMMARY</b>	
Budget Category	Category Total
B. Civilian/Non-Sworn Officer Positions:	\$0.00
Civilian/Non-Sworn Officer Fringe Benefits:	\$0.00
C. Equipment/Technology:	\$30,825.00
D. Supplies:	\$0.00
E. Travel Training:	\$0.00
F. Contracts Consultants:	\$0.00
G. Other Costs:	\$2,937,607.00
H. Indirect Costs:	\$0.00
<b>Total Project Amount:</b>	<b>\$2,968,432.00</b>
<b>Total Federal Share Amount:</b> <small>(Total Projected Amount X Federal Share Percentage Allowance)</small>	<b>\$2,968,432.00</b>
<b>Total Local Share Amount:</b> <small>(Total Projected Amount - Federal Share Amount)</small>	<b>\$0.00</b>

<b>ACTION</b>						
<a href="#">Modify</a>	<a href="#">Extend</a>	<a href="#">Withdraw</a>	<a href="#">Continue Mod</a>	<a href="#">Cancel Mod</a>	<a href="#">Sign Award</a>	<a href="#">Documents</a>

CERTIFICATE OF VOTE

I, Angelija M. Rendina, do hereby represent and certify that:

- (1) I am Vice President of Valor Systems, Inc., an Illinois corporation (the "Corporation").
- (2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on December 1, 2012, which meeting was duly held in accordance with Illinois law and the by-laws of the Corporation.
- (5) The signature of William A. Rendina, President/CEO of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.
- (7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as Vice President of the Corporation  
November 19, 2013.

  
\_\_\_\_\_  
Angelija M. Rendina, Vice President

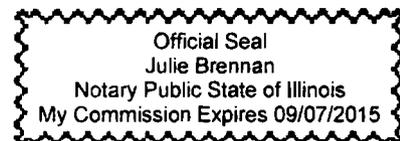
STATE OF ILLINOIS

COUNTY OF DUPAGE

On this the 19 day of November, 2013, before me,  
Angelija M. Rendina, personally appeared and acknowledged herself  
to be the Vice President, of Valor Systems, Inc., an  
Illinois corporation, and that she, as such being authorized to do so,  
executed the foregoing instrument.

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

  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: 09/07/2015



# 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 VALOR SYSTEMS, INC. doing business in New Hampshire as VALOR INTRAMATION SOLUTIONS, a(n) Illinois corporation, is authorized to transact business in New Hampshire and qualified on March 8, 1999. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28<sup>th</sup> day of October, A.D. 2013

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

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/30/13

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

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

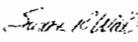
<b>PRODUCER</b> CS&S/WILLIS OF ILLINOIS, INC PO BOX 946580 Maitland, FL 32794-6580 1-800-854-9733		<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): EMAIL ADDRESS: FAX (A/C, No.):																						
<b>INSURED</b> VALOR SYSTEMS INC 1415 WEST 22ND STREET TOWER FLOOR OAK BROOK, IL 60523		<table border="1"> <thead> <tr> <th colspan="2">INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER B:</td> <td>Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURERS AFFORDING COVERAGE		NAIC #	INSURER A:	Transportation Insurance Company	20494	INSURER B:	Continental Casualty Company	20443	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	N		2067174706	01/29/14	01/29/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			2067174706	01/29/14	01/29/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000			2097183388	01/29/14	01/29/15	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			4025940444	01/29/14	01/29/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b> State of New Hampshire, Department of Safety John J. Barthelmes 33 Hazen Drive Concord, NH 03305	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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