

Am 5.



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

December 9, 2013

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 Computer Projects of Illinois, Inc. (VC #168812-B001) of 475 Quadrangle Drive, Suite A, Bolingbrook, Illinois, in the amount of \$1,098,092.00 to further develop software to enable the sharing of criminal justice data between agencies in the State, including law enforcement, corrections, the Courts, and prosecutors. Effective upon Governor and Council approval through June 30, 2016. 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				\$215,436.00
Activity Code: 23JN06PR				<u>\$882,656.00</u>
			Total amount	\$1,098,092.00

Explanation

This contract is **sole source** because changes to the application’s internal code can only be made, covered by warranty, and maintained by Computer Projects of Illinois (CPI), creator of the original proprietary product. The purpose of this contract is to provide further enhancements to the criminal justice integration project known as “J-One” (One Justice Network), a project that connects New Hampshire criminal justice agencies at the local, county, and State levels to share information and to minimize duplicate data entry. This contract makes enhancements and creates new systems to facilitate these data sharing efforts through the Computer Projects of Illinois “switch” that does the routing for the various law enforcement systems in the State already utilizing the State Police Online Telecommunications Systems (SPOTS). This requires the creation of interfaces and the modification of application processes to make it operate seamlessly with other J-ONE partners.

The purpose of the J-ONE project is to improve the effectiveness and efficiency of New Hampshire’s criminal justice agencies and the Judiciary through the capture of data at its source; to facilitate the distribution of criminal justice data electronically to authorized sources; and to provide individual case and statistical queries electronically.

Specifically under this contract, CPI will add functionality that will enhance the ability of participating agencies to share information with each other concerning motor vehicle data, corrections data, and ensure that only authorized criminal justice users who have received the requisite training are accessing data via J-One for authorized purposes.

The end point agencies that initiate the work with the criminal justice system are a critical link in the J-ONE system. CPI, as the vendor that provides the switching services to these agencies, is likewise a critical element to the success of the project.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
December 9, 2013
Page 2 of 2

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

Peter C. Hastings
Commissioner

November 8, 2013

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

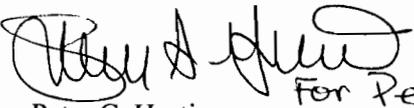
Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract with Computer Products of Illinois (CPI) supporting the development of additional projects that will utilize J-One (Justice – One Networked Environment) for the State of New Hampshire, as described below and referenced as DoIT No. 2013-077.

The purpose of this contract is to support and extend the J-One project, will give the criminal justice community partners the ability to exchange criminal complaints, dispositions, electronic bench warrants and other tasks that will limit the rekeying of data and bring efficiencies to the criminal justice system. CPI will provide the infrastructure that accepts, performs any required data transformations, and delivers the data to the State's criminal justice partners. The contract is sole source because the work is based on the CPI owned, State Police Online Telecommunications System (SPOTS) and the Criminal History Registry (CHRI). Upon Governor and Council approval through June 30, 2016. The not to exceed value of this contract is \$1,098,092.

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

Sincerely,


Peter C. Hastings For Peter C. Hastings

PCH/dcp
DOS 2013-77

cc: David Perry, DoIT Contracts Manager
Albert Sheldon, DOIT/DOS IT Lead

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

The State of New Hampshire and Computer Projects of Illinois hereby mutually agree as follows:

GENERAL PROVISIONS

1.1 State Agency Name NH Department of Safety	1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305		
1.3 Contractor Name Computer Projects of Illinois	1.4 Contractor Address 475 Quadrangle Drive Suite A Bolingbrook IL 60440		
1.5 Contractor Phone Number 630-754-8820	1.6 Account Number 45650000 500465 23JN04PR \$ 215,436.00 45650000 500465 23JN06PR \$ 882,656.00	1.7 Completion Date 6/30/2016	1.8 Price Limitation \$1,098,092.00

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 Kevin Sawatzky CEO
--	--

1.13 Acknowledgement: State of IL, County of Will

On 11/11/13, 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] 



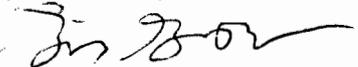
1.13.2 Name & Title of Notary or Justice of the Peace

1.14 State Agency Signatory(s) 	1.15 Name/Title of State Agency Signatory 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: 	Assistant Attorney General, On: <u>12/18/13</u>
---	---

1.18 Approval by the Governor & Council

By	On:
----	-----

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT
TABLE OF CONTENTS

GENERAL PROVISIONS 1

TERMS AND DEFINITIONS..... 4

CONTRACT DOCUMENTS14

ORDER OF PRECEDENCE..... 15

CONTRACT TERM.....15

COMPENSATION.....16

CONTRACT MANAGEMENT.....16

CPI Key Project Staff.....18

State Contract Manager.....19

State Project Manager.....19

STATE MEETINGS AND REPORTS.....19

DELIVERABLES.....21

DELIVERABLES AND SERVICES21

NON-SOFTWARE ACCEPTANCE21

SOFTWARE ACCEPTANCE.....22

SECURITY AND INFRASTRUCTURE.....22

SOFTWARE22

WARRANTY23

SERVICES23

WORK PLAN DELIVERABLES.....23

CHANGE ORDERS.....24

INTELLECTUAL PROPERTY25

COPYRIGHT25

CUSTOM SOFTWARE SOURCE CODE26

SURVIVAL26

USE OF STATE'S INFORMATION; CONFIDENTIALITY26

GENERAL PROVISIONS27

CONDITIONAL NATURE OF CONTRACT27

COMPLIANCE: EEO28

WORK HOURS28

ACCESS COOPERATION28

PERSONNEL29

TERMINATION.....30

FORCE MAJEURE33

VENDOR'S RELATION TO THE STATE33

ASSIGNMENTM, DELEGATION AND SUBCONTRACTS.....33

2013-077 Contract-Agreement

Initial All Pages:

CPI's initials: KS

11/01/2013

Page 2 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

INDEMNIFICATION	34
LIMITATION OF LIABILITY	35
INSURANCE	36
WORKERS' COMPENSATION	37
WAIVER OF EVENT OF DEFAULT	37
NOTICE	37
AMENDMENT	38
CONSTRUCTION OF CONTRACT AND TERMS	38
THIRD PARTIES	38
THIRD PARTIES	38
EXHIBITS	38
SPECIAL PROVISIONS	38
SEVERABILITY	38
VENUE AND JUSTIFICATION	39
SURVIVAL	39
ENTIRE CONTRACT	39

2013-077 Contract-Agreement

Initial All Pages:

CPI's initials: KS

11/01/2013

Page 3 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by Computer Projects of Illinois and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System that affect the live operational use of the System.
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management

2013-077 Contract-Agreement

Initial All Pages:

CPI's initials: KS

11/01/2013

Page 4 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

Certification	Computer Projects of Illinois's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that Computer Projects of Illinois has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or processes once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	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.
Contract Conclusion	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.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and Computer Projects of Illinois 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)
Contracted Vendor	Computer Projects of Illinois whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
COTS	Commercial off the Shelf
Cure Period	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.

2013-077 Contract-Agreement

Initial All Pages:

CPI's initials: KS

11/01/2013

Page 5 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

Custom Code	Code developed by Computer Projects of Illinois specifically for this project for the State of New Hampshire
Custom Software	Software developed by Computer Projects of Illinois, if applicable, specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by Computer Projects of Illinois during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – <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.</p> <p>Class B Deficiency – <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.</p> <p>Class C Deficiency – <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.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by Computer Projects of Illinois to the State or under the terms of a Contract requirement.
Department	An agency of the State

2013-077 Contract-Agreement

Initial All Pages:

CPI's initials: KS

11/01/2013

Page 6 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	Following Governor and Executive Council approval, the date on which the Contract takes effect
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of Computer Projects of Illinois's cost experience in performing the Contract
Fully Loaded	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
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Initial Deployment	Successful deployment at the pilot sites.
Information Technology (IT)	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

2013-077 Contract-Agreement

Initial All Pages:

CPI's initials: KS

11/01/2013

Page 7 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

various audio and video technologies.

Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
J-ONE System	Justice-One Network Environment – The State of NH project to capture Criminal Justice Data, facilitate its distribution.
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	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.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	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 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager’s written direction to Computer Projects of Illinois to begin work on the Contract on a given date and time
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	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.

2013-077 Contract-Agreement

Initial All Pages:

CPI's initials: KS

11/01/2013

Page 8 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

Order of Precedence	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
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	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
Project Management Plan	A document that describes the processes and methodology to be employed by Computer Projects of Illinois to ensure a successful project.
Project Managers	The persons identified who shall function as the State's and Computer Projects of Illinois'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)
Project Staff	State personnel assigned to work with Computer Projects of Illinois on the project
Proposal	Computer Projects of Illinois's response submitted to the State's request for a proposal or statement of work.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
RFP (Request for Proposal)	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
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network

2013-077 Contract-Agreement

Initial All Pages:

CPI's initials: KS

11/01/2013

Page 9 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between Computer Projects of Illinois and the State specifying the level of Service that is expected of, and provided by, Computer Projects of Illinois during the term of the Contract.
Services	The work or labor to be performed by Computer Projects of Illinois on the Project as described in the Contract.
Software	All Custom Software, if applicable, and COTS Software provided by Computer Projects of Illinois under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
Specifications	The written Specifications that set forth the requirements which include, without limitation, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	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
Statement of Work (SOW)	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 Computer Projects of Illinois. The Contract Agreement SOW defines the results that Computer Projects of Illinois remains responsible and accountable for achieving.

2013-077 Contract-Agreement

Initial All Pages:

CPI's initials: KS

11/01/2013

Page 10 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

State's Confidential Information	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	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).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, Computer Projects of Illinois, which is performing Services under this Contract under a separate Contract with or on behalf of Computer Projects of Illinois
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	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
Test Plan	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.
Term	Period of the Contract from the Effective Date through June 30, 2013 for latest end of contract.
Transition Services	Services and support provided when the contracted vendor is supporting system changes.
UAT	User Acceptance Test

2013-077 Contract-Agreement

Initial All Pages:

CPI's initials: KS

11/01/2013

Page 11 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	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.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/Contractor	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
Warranty Period	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.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The Services to be provided by Computer Projects of Illinois during the Warranty Period.
Work For Hire	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
Work Hours	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.

2013-077 Contract-Agreement

Initial All Pages:

CPI's initials: KS

11/01/2013

Page 12 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

Work Plan

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.

Written Deliverables

Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by Computer Projects of Illinois either in paper or electronic format.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

This Contract is by and between the State of New Hampshire, acting through the Department of Safety ("State"), Computer Projects of Illinois 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 Computer Projects of Illinois to add functionality to their Computer Projects of Illinois Law Enforcement Records Management System (RMS) to enable it to interface with the New Hampshire J-ONE System.

RECITALS

The State desires to have Computer Projects of Illinois provide added functionality to its RMS;

Computer Projects of Illinois wishes to provide the RMS changes desired by the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

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. 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:

2013-077 Contract-Agreement

Initial All Pages:

CPI's initials: KS

11/01/2013

Page 14 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

- 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 2013-077.

1. FIRM FIXED PRICE Contract

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

The State may, at its discretion, retain other contractors to provide Services or Deliverables procured under this Contract. Computer Projects of Illinois shall not be responsible for any delay, act, or omission of such other contractors, except that Computer Projects of Illinois 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 Computer Projects of Illinois.

2. CONTRACT TERM

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, 2016. The Term may be extended for one (1) additional period of two (2) years, ("Extended Term") at the sole option of the State.

Computer Projects of Illinois shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require Computer Projects of Illinois to commence work prior to the Effective Date; however, if Computer Projects of Illinois commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Computer Projects of Illinois. In the event that the Contract does not become effective, the State shall be under no obligation to pay Computer Projects of Illinois 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 Computer Projects of Illinois's obligations under the Contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

1. COMPENSATION

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*.

1. CONTRACT MANAGEMENT

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

1. Computer Projects of Illinois Contract Manager

Computer Projects of Illinois shall assign a Contract Manager who shall be responsible for all Contract administration. Computer Projects of Illinois's Contract Manager is:

Marc Smith
National Sales Manager
475 Quadrangle Drive Suite A
Bolingbrook, Illinois 60440
Tel: 630.754.8820 x 149
Email: msmith@openfox.com

2. Computer Projects of Illinois Project Manager

1. Contract Project Manager

Computer Projects of Illinois shall assign a Project Manager who meets the requirements of the Contract. Computer Projects of Illinois's selection of the Computer Projects of Illinois 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 Computer Projects of Illinois Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Computer Projects of Illinois'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 Computer Projects of Illinois stating the reason for such removal. Computer Projects of Illinois shall have a reasonable period of time to reassign personnel resources and provide a replacement Project Manager.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

- 4.2.2** The Computer Projects of Illinois Project Manager shall have overall responsibility and accountability for project implementation, and shall function as Computer Projects of Illinois's representative for all administrative and management matters. Computer Projects of Illinois'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. Computer Projects of Illinois'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. Computer Projects of Illinois's Project Manager must work diligently and use his/ her best efforts on the Project. Computer Projects of Illinois's Project Manager must be qualified to perform the obligations required of the position under the Contract.
- 4.2.3** Computer Projects of Illinois shall not change its assignment of Computer Projects of Illinois Project Manager without providing the State written justification and obtaining the prior written approval of the State, except in the case of unforeseen circumstances such as termination, illness, or death. State approvals for replacement of Computer Projects of Illinois's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Computer Projects of Illinois Project Manager being replaced; and be subject to reference and background checks described above in Contract Agreement Section 4.2.1: *Contract Project Manager*, and in Contract Agreement Section 4.10: *Background Checks*, below. Computer Projects of Illinois shall assign a replacement Computer Projects of Illinois Project Manager within ten (10) business days of the departure of the prior Computer Projects of Illinois Project Manager.
- 4.2.4** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Computer Projects of Illinois in default and pursue its remedies at law and in equity, if Computer Projects of Illinois fails to assign a Computer Projects of Illinois Project Manager meeting the requirements and terms of the Contract.

- 4.2.5** The Computer Projects of Illinois Project Manager is:

Greg Jones
Project Manager
475 Quadrangle Drive Suite A
Bolingbrook, Illinois 60440
Tel: 630.754.8820
Email: gjones@openfox.com

2013-077 Contract-Agreement

Initial All Pages:

CPI's initials: KS

11/01/2013

Page 17 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

1. Computer Projects of Illinois Key Project Staff

1. Computer Projects of Illinois shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in the Contract. The State may conduct reference and background checks on Computer Projects of Illinois Key Project Staff. The State reserves the right to require removal or reassignment of Computer Projects of Illinois's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

- 4.3.2 Computer Projects of Illinois shall not change any Computer Projects of Illinois Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State, except in the case of unforeseen circumstances such as termination, illness or death. State approvals for replacement of Computer Projects of Illinois Key Project Staff will not be unreasonably withheld. The replacement Computer Projects of Illinois Key Project Staff shall have comparable or greater skills than Computer Projects of Illinois Key Project Staff being replaced; meet the requirements of the Contract, and be subject to reference and background checks described above in Contract Agreement Section 4.3.1 and in Contract Agreement Section 4.10: *Background Checks*,

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

1. 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 03301
(603) 223-8000
elizabeth.bielecki@dos.nh.gov

1. 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 03301
(603) 230-3041
Keith.Lohmann@dos.nh.gov

1. State Meetings and Reports

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

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

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: _____

KS

11/01/2013

Page 19 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

Status Meetings: Participants will include, at the minimum, the Computer Projects of Illinois 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, Computer Projects of Illinois shall provide the State with information or reports regarding the Project. Computer Projects of Illinois 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.

1. State-Owned Documents and Data

Computer Projects of Illinois 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, Computer Projects of Illinois 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 Computer Projects of Illinois's intellectual property the ownership of which remains with Computer Projects of Illinois.

1. Records Retention and Access Requirements

Computer Projects of Illinois 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*.

Computer Projects of Illinois 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. Computer Projects of Illinois 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

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 20 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period, except for the State's own travel and labor costs associated with such audit or inspection. Computer Projects of Illinois 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 Computer Projects of Illinois'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.

1. Accounting Requirements

Computer Projects of Illinois 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 Computer Projects of Illinois shall maintain records pertaining to the Services and all other costs and expenditures.

1. Background Checks

The State may, at its sole expense, conduct background screening of the Computer Projects of Illinois Project Manager and Computer Projects of Illinois 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*.

1. DELIVERABLES

1. Deliverables and Services

Computer Projects of Illinois shall provide the State with the Deliverables and Services required under this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

2. Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from Computer Projects of Illinois 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 Computer Projects of Illinois in writing of its acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Computer Projects of Illinois's written Certification. If the State rejects the Deliverable, the State shall notify

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 21 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

Computer Projects of Illinois of the nature and class of the Deficiency and Computer Projects of Illinois shall correct the Deficiency within the period identified in Contract Exhibit I: *Work Plan*. If no period for Computer Projects of Illinois's correction of the Deliverable is identified, Computer Projects of Illinois 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 Computer Projects of Illinois of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Computer Projects of Illinois fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Computer Projects of Illinois to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Computer Projects of Illinois in default, and pursue its remedies at law and in equity.

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*.

4. Security and Infrastructure

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

1. SOFTWARE

1. Software and Documentation

Computer Projects of Illinois 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*.

2. Software Support and Maintenance

Not Applicable

3. Custom Software and Documentation

If applicable, Computer Projects of Illinois 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*.

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 22 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

4. Custom Software Support and Maintenance

Maintenance will not be purchased by the State.

8. WARRANTY

Computer Projects of Illinois shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

1. SERVICES

Computer Projects of Illinois shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

1. Administrative Services

Computer Projects of Illinois shall provide the State with the administrative services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

2. Implementation Services

Computer Projects of Illinois shall provide the State with the implementation services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

3. Testing Services

Computer Projects of Illinois shall perform testing services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

4. Training Services

Computer Projects of Illinois shall provide the State with training services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

5. Maintenance

Maintenance will not be purchased by the State under the terms of this agreement.

1. WORK PLAN DELIVERABLE

Computer Projects of Illinois 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*. Computer Projects of Illinois 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.

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 23 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

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

In the event of any delay in the Schedule, Computer Projects of Illinois must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Computer Projects of Illinois 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 Computer Projects of Illinois to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Computer Projects of Illinois'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 Computer Projects of Illinois's Work Plan or elements within the Work Plan.

1. CHANGE ORDERS

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

Computer Projects of Illinois 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 Computer Projects of Illinois'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 Computer Projects of Illinois to the State, and the State acceptance of Computer Projects of Illinois's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 24 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

Intellectual Property

1. INTELLECTUAL PROPERTY

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 Computer Projects of Illinois. 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.

2. Computer Projects of Illinois's Materials

Subject to the provisions of this Contract, Computer Projects of Illinois 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, Computer Projects of Illinois shall not distribute any products containing or disclose any State Confidential Information. Computer Projects of Illinois shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by Computer Projects of Illinois employees or third party consultants engaged by Computer Projects of Illinois.

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.

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.

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 25 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

4. Custom Software Source Code

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.

5. Survival

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

1. USE OF STATE’S INFORMATION, CONFIDENTIALITY

1. Use of State’s Information

In performing its obligations under the Contract, Computer Projects of Illinois 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*). Computer Projects of Illinois 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 Computer Projects of Illinois’s performance under the Contract.

2. State Confidential Information

Computer Projects of Illinois shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information that becomes available to Computer Projects of Illinois 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. Computer Projects of Illinois shall immediately notify the State if any request, subpoena or other legal process is served upon Computer Projects of Illinois regarding the State Confidential Information, and Computer Projects of Illinois 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, Computer Projects of Illinois 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.

3. Computer Projects of Illinois Confidential Information

Insofar as Computer Projects of Illinois seeks to maintain the confidentiality of its Confidential Information, Computer Projects of Illinois must clearly identify in writing all information it

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois’s initials: KS

11/01/2013

Page 26 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Computer Projects of Illinois considers the Software and Documentation to be Confidential Information. Computer Projects of Illinois 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 Computer Projects of Illinois as confidential, the State shall notify Computer Projects of Illinois and specify the date the State will be releasing the requested information. At the request of the State, Computer Projects of Illinois shall cooperate and assist the State with the collection and review of Computer Projects of Illinois'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 Computer Projects of Illinois's sole responsibility and at Computer Projects of Illinois's sole expense. If Computer Projects of Illinois 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 Computer Projects of Illinois, without any liability to Computer Projects of Illinois.

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 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 Computer Projects of Illinois 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 Computer Projects of Illinois with Laws and Regulations:
Equal Employment Opportunity**

13.2.1 In connection with the performance of the Contract, Computer Projects of Illinois shall comply with all statutes, laws, regulations, orders of federal, state, county or

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 27 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

municipal authorities which impose any obligation or duty upon Computer Projects of Illinois, including, but not limited to, civil rights and equal opportunity laws. Computer Projects of Illinois shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract. In addition, Computer Projects of Illinois shall comply with all applicable copyright laws.

13.2.2 During the term of the Contract as required by Law, Computer Projects of Illinois 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.

13.2.2.1 If the Contract is funded in any part by monies of the United States, Computer Projects of Illinois 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. Computer Projects of Illinois further agrees to permit the State, or United States, access to any of Computer Projects of Illinois'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.

13.2.2.2 **Regulatory/Government Approvals** - Computer Projects of Illinois shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

13.3 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.

13.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide Computer Projects of Illinois 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 Computer Projects of Illinois to perform its obligations under the Contract.

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 28 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

13. 5 Personnel

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

13.5.4 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:

13.6 Dispute Resolution Responsibility and Schedule Table

LEVEL	Computer Projects of Illinois	THE STATE	<u>CUMULATIVE ALLOTTED TIME</u>
--------------	--	------------------	--

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 29 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

Primary	Computer Projects of Illinois Project Manager Greg Jones	State Project Manager (PM)	5 Business Days
First	Marc Smith, National Sales Manager	State Project Management Team (PMT)	10 Business Days
Second	Kevin Sawatzky, Computer Projects of Illinois's 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 Computer Projects of Illinois written notice of default, and Computer Projects of Illinois must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If Computer Projects of Illinois fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare Computer Projects of Illinois in default, and pursue its remedies at law or in equity, or both.

13.7.1.1 In the event the State declares Computer Projects of Illinois 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 Computer Projects of Illinois under this Contract;

13.7.1.1.2 Procure Services that are the subject of the Contract from another source, and Computer Projects of Illinois 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

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 30 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

time costs, all of 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, Computer Projects of Illinois 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 Computer Projects of Illinois.

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 Computer Projects of Illinois'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 Computer Projects of Illinois. In the event of a termination for convenience, the State shall pay Computer Projects of Illinois 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, Computer Projects of Illinois 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

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 31 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

all other contracted payments that would have become due and payable if Computer Projects of Illinois did not know, or reasonably did not know, of the conflict of interest.

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

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 Computer Projects of Illinois 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, Computer Projects of Illinois 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 Computer Projects of Illinois 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 Computer Projects of Illinois or its subcontractors; and
- e. Provide written Certification to the State that Computer Projects of Illinois has surrendered to the State all said property.

2013-077 Contract Agreement
Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 32 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

13.8 Force Majeure

Neither Computer Projects of Illinois nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Except in the event of the foregoing, Force Majeure events shall not include Computer Projects of Illinois's inability to hire or provide personnel needed for Computer Projects of Illinois's performance under the Contract.

13.9 Computer Projects of Illinois's Relation to the State

In the performance of the Contract, Computer Projects of Illinois is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither Computer Projects of Illinois 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 Computer Projects of Illinois 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 Computer Projects of Illinois 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 Computer Projects of Illinois of any of its obligations under the Contract; nor affect any remedies available to the State against Computer Projects of Illinois that may arise from any event of default of the provisions of the contract. The State shall consider Computer Projects of Illinois to be the sole point of contact

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 33 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

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 Computer Projects of Illinois from assigning the Contract to the successor of all or substantially all of the assets or business of Computer Projects of Illinois provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Computer Projects of Illinois 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 Computer Projects of Illinois, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Computer Projects of Illinois, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Computer Projects of Illinois, its successors or assigns.

13.11 Indemnification

13.11.1 Computer Projects of Illinois 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 Computer Projects of Illinois, its personnel or agents in connection with Computer Projects of Illinois'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 Computer Projects of Illinois shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement*

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 34 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
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 Computer Projects of Illinois

Subject to applicable laws and regulations, in no event shall Computer Projects of Illinois be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Computer Projects of Illinois'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 Computer Projects of Illinois'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.

2013-077 Contract Agreement
Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 35 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

13.12.3 Survival

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

13.13 Insurance

13.13.1 Computer Projects of Illinois Insurance Requirement

Computer Projects of Illinois 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. Computer Projects of Illinois shall furnish to the Insurance Certificate Holder the certificate(s) of insurance for all insurance required under the Contract. Computer Projects of Illinois 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, 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

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 36 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

John J. Barthelmes
33 Hazen Drive, Concord, NH 03301.

13.14 Workers' Compensation

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

13.14.2 To the extent Computer Projects of Illinois is subject to the requirements of N.H. RSA chapter 281-A, Computer Projects of Illinois 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. Computer Projects of Illinois 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 Computer Projects of Illinois, or any subcontractor or employee of Computer Projects of Illinois, 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 Computer Projects of Illinois:

TO STATE:

Kevin Sawatzky

Elizabeth Bielecki

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 37 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

CEO
475 Quadrangle Drive Suite A
Bolingbrook, Illinois 60440
Tel: (630) 754-8820 x 117

State of NH, Department of Safety
33 Hazen Drive
Concord, NH 03301
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 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.

2013-077 Contract Agreement

Initial All Pages:

Computer Projects of Illinois's initials: KS

11/01/2013

Page 38 of 39

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
CONTRACT AGREEMENT**

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT A
CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

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

Prior to the commencement of work on Non-Software and Written Deliverables, Computer Projects of Illinois 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

1. Implementation Schedule – Activities / Deliverables / Milestones

Table 1.1A - Implementation Schedule – Activities / Deliverables / Milestones

Project 1A - Statistical Data

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type
1A-1	Participate in Kickoff meeting	Non-Software
1A-2	Biweekly Status Reports	Written
1A-3	Project Plan	Written
1A-4	Production of, and State acceptance of Business Requirements, Functional Design, and System Design Documentation (as described in Exhibit H, item 1A.6).	Written
1A-5	A Statistical Data system as described in Exhibit H, Table 1A , after successfully completing unit testing.	Hardware and Software
1A-6	Successful completion and State acceptance of software after System and Integration Testing	Software

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT A
CONTRACT DELIVERABLES**

1A-7	Successful completion and State acceptance of software after Security Testing	Software
1A-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software
1A-9	State acceptance of Computer Projects of Illinois system in production.	Non-Software
1A-10	Warranty Period	Non-Software

Table 1.1B - Implementation Schedule – Activities / Deliverables / Milestones

Project 1B - Corrections Data "Hotfile"

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type
1B-1	Participate in Kickoff meeting	Non-Software
1B-2	Biweekly Status Reports	Written
1B-3	Project Plan	Written
1B-4	A Corrections Data system as described in Exhibit H, Table 1B , after successfully completing unit testing.	Hardware and Software
1B-5	Production of, and State acceptance of a Functional Design and System Design Document (as described in Exhibit H, item 1B.5).	Written
1B-6	Successful completion and State acceptance of software after System and Integration Testing	Software
1B-7	Successful completion and State acceptance of software after Security Testing	Software
1B-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software

2013-077 Exhibit A Contract Deliverables

Initial All Pages:

Contractor's Initials KS

Exhibit A

Page 2 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT A
CONTRACT DELIVERABLES**

1B-9	State acceptance of Computer Projects of Illinois system in production.	Non-Software
1B-10	Warranty Period	Non-Software

Table 1.1C - Implementation Schedule – Activities / Deliverables / Milestones

Project 1C - Master Name Index

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type
1C-1	Participate in Kickoff meeting	Non-Software
1C-2	Biweekly Status Reports	Written
1C-3	Project Plan	Written
1C-4	Production of, and State acceptance of a Functional Design and System Design Document (as described in Exhibit H, item 1C.4).	Written
1C-5	A Master Name Index system as described in Exhibit H, Table 1C , after successfully completing unit testing (if applicable).	Hardware and Software
1C-6	Successful completion and State acceptance of software after System and Integration Testing	Software
1C-7	Successful completion and State acceptance of software after Security Testing	Software
1C-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software
1C-9	State acceptance of Computer Projects of Illinois system in production.	Non-Software
1C-10	Warranty Period	Non-Software

2013-077 Exhibit A Contract Deliverables

Initial All Pages:

Contractor's Initials KS

Exhibit A

Page 3 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT A
CONTRACT DELIVERABLES**

Table 1.1D - Implementation Schedule – Activities / Deliverables / Milestones

Project 1D - Audit Software

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type
1D-1	State acceptance of Computer Projects of Illinois NCIC Validation System	Software
1D-2	State acceptance of Peak Performance CJIS Audit System	Software
1D-3	State acceptance of CJIS Online Security and Awareness Training	Software

Table 1.1E - Implementation Schedule – Activities / Deliverables / Milestones

Project 1E - DMV Interface

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type
1E-1	Participate in Kickoff meeting	Non-Software
1E-2	Biweekly Status Reports	Written
1E-3	Project Plan	Written
1E-4	A DMV Interface system as described in Exhibit H, Table 1E , after successfully completing unit testing (if applicable).	Hardware and Software

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT A
CONTRACT DELIVERABLES**

1E-5	Production of, and State acceptance of a Interface Control Document (ICD) as described in Exhibit H, item 1E.6.	Written
1E-6	Successful completion and State acceptance of J-One exchange between Tyler Technologies and the State of New Hampshire	Software
1E-7	Successful completion and State acceptance of J-One exchange between Acronix and the State of New Hampshire	Software
1E-8	Successful completion and State acceptance of J-One exchange between Global Tel*Link and the State of New Hampshire	Software
1E-9	Successful completion and State acceptance of J-One exchange between additional JMS (TBD) and the State of New Hampshire	Software
1E-10	Successful completion and State acceptance of J-One exchange between Imc Trittech and the State of New Hampshire	Software
1E-11	Successful completion and State acceptance of J-One exchange between Intergraph and the State of New Hampshire	Software
1E-12	Successful completion and State acceptance of J-One exchange between Crimestar and the State of New Hampshire	Software
1E-13	Successful completion and State acceptance of J-One exchange between Microsystems and the State of New Hampshire	Software
1E-14	Successful completion and State acceptance of J-One exchange between QED and the State of New Hampshire	Software

Table 1.1F - Implementation Schedule – Activities / Deliverables / Milestones

Project 1F - UCT Administrative Application

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type
1F-1	State acceptance of Computer Projects of Illinois UCT Administrative Application	Software

2013-077 Exhibit A Contract Deliverables

Initial All Pages:

Contractor's Initials KS

Exhibit A

Page 5 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT A
CONTRACT DELIVERABLES**

Table 1.1G - Implementation Schedule – Activities / Deliverables / Milestones

Project 1G - Complaint Interfaces

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type
1G-1	Participate in Kickoff meeting	Non-Software
1G-2	Biweekly Status Reports	Written
1G-3	Project Plan	Written
1G-4	A DMV Interface system as described in Exhibit H, Table 1G , after successfully completing unit testing (if applicable).	Hardware and Software
1G-5	Production of, and State acceptance of a Interface Control Document (ICD) as described in Exhibit H, item 1E.1 .	Written
1G-6	Successful completion and State acceptance of J-One exchange between Tyler Technologies and the State of New Hampshire	Software
1G-7	Successful completion and State acceptance of J-One exchange between Acronix and the State of New Hampshire	Software
1G-8	Successful completion and State acceptance of J-One exchange between Global Tel*Link and the State of New Hampshire	Software
1G-9	Successful completion and State acceptance of J-One exchange between additional JMS (TBD) and the State of New Hampshire	Software
1G-10	Successful completion and State acceptance of J-One exchange between Imc Tritech and the State of New Hampshire	Software
1G-11	Successful completion and State acceptance of J-One exchange between Intergraph and the State of New Hampshire	Software
1G-12	Successful completion and State acceptance of J-One exchange between Crimestar and the State of New Hampshire	Software
1G-13	Successful completion and State acceptance of J-One exchange between Microsystems and the State of New Hampshire	Software

2013-077 Exhibit A Contract Deliverables

Initial All Pages:

Contractor's Initials KS

Exhibit A

Page 6 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT A
CONTRACT DELIVERABLES**

1G-14	Successful completion and State acceptance of J-One exchange between QED and the State of New Hampshire	Software
1G-15	Successful completion and State acceptance of J-One exchange between Abilis NE and the State of New Hampshire	Software

Table 1.1H - Implementation Schedule – Activities / Deliverables / Milestones

Project 1H - Event Management

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type
1H-1	Participate in Kickoff meeting	Non-Software
1H-2	Biweekly Status Reports	Written
1H-3	Project Plan	Written
1H-4	A DMV Interface system as described in Exhibit H, Table 1H , after successfully completing unit testing (if applicable).	Hardware and Software
1H-5	Production of, and State acceptance of a Interface Control Document (ICD) as described in Exhibit H, item 1H.5 .	Written
1H-6	Successful completion and State acceptance of software after System and Integration Testing	Software
1H-7	Successful completion and State acceptance of software after Security Testing	Software
1H-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software
1H-9	State acceptance of Computer Projects of Illinois system in production.	Non-Software
1H-10	Warranty Period	Non-Software

2013-077 Exhibit A Contract Deliverables

Initial All Pages:

Contractor's Initials KS

Exhibit A

Page 7 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT A
CONTRACT DELIVERABLES**

Table 1.1I - Implementation Schedule – Activities / Deliverables / Milestones

Project 1I - NH SAVIN System

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type
1I-1	Participate in Kickoff meeting	Non-Software
1I-2	Biweekly Status Reports	Written
1I-3	Project Plan	Written
1I-4	A NH SAVIN Interface system as described in Exhibit H, Table 1I , after successfully completing unit testing (if applicable).	Hardware and Software
1I-5	Production of, and State acceptance of a Interface Control Document (ICD) as described in Exhibit H, item 1I.4 .	Written
1I-6	Successful completion and State acceptance of software after System and Integration Testing	Software
1I-7	Successful completion and State acceptance of software after Security Testing	Software
1I-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software
1I-9	Successful completion and State acceptance of J-One exchange between Tyler Technologies and the State of New Hampshire	Software
1I-10	Successful completion and State acceptance of J-One exchange between Emergency Communications Networks and the State of New Hampshire	Software
1I-11	Successful completion and State acceptance of J-One exchange between Abilis NE and the State of New Hampshire	Software
1I-12	Successful completion and State acceptance of J-One exchange between Acronix and the State of New Hampshire	Software

2013-077 Exhibit A Contract Deliverables

Initial All Pages:

Contractor's Initials KS

Exhibit A

Page 8 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT A
CONTRACT DELIVERABLES**

1I-13	Successful completion and State acceptance of J-One exchange between Global Tel*Link and the State of New Hampshire	Software
1I-14	Successful completion and State acceptance of J-One exchange between additional JMS (TBD) and the State of New Hampshire	Software

Table 1.1J - Implementation Schedule – Activities / Deliverables / Milestones

Project 1J - Multiple Charges per Case Change Order

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type
1J-1	Successful completion and State acceptance of System and Integration testing of Multiple Charges per Case change order	Software
1J-2	Successful completion and State acceptance of User Acceptance testing of Multiple Charges per Case change order	Software
1J-3	Final State acceptance of Multiple Charges per Case change order	Software

1K - AFIS Fingerprint Capture Automation

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type
1K-1	Participate in Kickoff meeting	Non-Software
1K-2	Biweekly Status Reports	Written
1K-3	Project Plan	Written
1K-4	A fingerprint capture automation system as described in Exhibit H, Table 1K , after successfully completing unit testing.	Hardware and Software
1K-5	Production of, and State acceptance of a Functional Design and System Design Document (as described in Exhibit H, item 1B.5).	Written

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT A
CONTRACT DELIVERABLES**

1K-6	Successful completion and State acceptance of software after System and Integration Testing	Software
1K-7	Successful completion and State acceptance of software after Security Testing	Software
1K-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software
1K-9	State acceptance of Computer Projects of Illinois system in production.	Non-Software
1K-10	Warranty Period	Non-Software

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*.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1A-6	Successful completion and State acceptance of software after System and Integration Testing	Software	Refer to Exhibit I Table I.1	20%
1A-7	Successful completion and State acceptance of software after Security Testing	Software		
1A-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software	Refer to Exhibit I Table I.1	20%
1A-9	State acceptance of Computer Projects of Illinois system in production.	Non-Software	Refer to Exhibit I Table I.1	20%**
1A-10	Warranty Period	Non-Software		
Total				\$153,436.00

Table B-1B - Activities / Deliverables / Milestones Pricing

Project 1B - Corrections Data "Hotfile"

Ref Num b	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost	Expected Payment Percentage
1B-1	Participate in Kickoff meeting	Non-Software	Refer to Exhibit I Table I.2		
1B-2	Biweekly Status Reports	Written	Refer to Exhibit I Table I.2		

2013-077 Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials KS

Exhibit B

Page 12 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1B-3	Project Plan	Written	Refer to Exhibit I Table I.2	20%*
1B-4	A Corrections Data system as described in Exhibit H, Table 1B , after successfully completing unit testing.	Hardware and Software		
1B-5	Production of, and State acceptance of a Functional Design and System Design Document (as described in Exhibit H, item 1B.5).	Written	Refer to Exhibit I Table I.2	20%
1B-6	Successful completion and State acceptance of software after System and Integration Testing	Software	Refer to Exhibit I Table I.2	20%
1B-7	Successful completion and State acceptance of software after Security Testing	Software		
1B-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software	Refer to Exhibit I Table I.2	20%
1B-9	State acceptance of Computer Projects of Illinois system in production.	Non-Software	Refer to Exhibit I Table I.2	20%**
1B-10	Warranty Period	Non-Software		
Total				\$89,500.00

Table B-1C - Activities / Deliverables / Milestones Pricing

Project 1C - Master Name Index

2013-077 Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials KS

Exhibit B

Page 13 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Ref Num b	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost	Expected Payment Percentage
1C-1	Participate in Kickoff meeting	Non-Software	Refer to Exhibit I Table I.3		
1C-2	Biweekly Status Reports	Written	Refer to Exhibit I Table I.3		
1C-3	Project Plan	Written	Refer to Exhibit I Table I.3		20%*
1C-4	Production of, and State acceptance of a Functional Design and System Design Document (as described in Exhibit H, item 1C.4).	Written	Refer to Exhibit I Table I.3		20%
1C-5	A Master Name Index system as described in Exhibit H, Table 1C , after successfully completing unit testing (if applicable).	Hardware and Software			
1C-6	Successful completion and State acceptance of software after System and Integration Testing	Software	Refer to Exhibit I Table I.3		20%
1C-7	Successful completion and State acceptance of software after Security Testing	Software			
1C-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software	Refer to Exhibit I Table I.3		20%
1C-9	State acceptance of Computer Projects of Illinois system in production.	Non-Software	Refer to Exhibit I Table I.3		20%**

2013-077 Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials KS

Exhibit B

Page 14 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1C-10	Warranty Period	Non-Software	
Total			\$180,417.00

Table B-1D - Activities / Deliverables / Milestones Pricing

Project 1D - Audit Software

Ref Num b	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost	Expected Payment Percentage
1D-1	State acceptance of Computer Projects of Illinois NCIC Validation System	Software	2/1/2013		33%**
1D-2	State acceptance of Peak Performance CJIS Audit System	Software	2/1/2013		33%**
1D-3	State acceptance of CJIS Online Security and Awareness Training	Software	2/1/2013		34%**
Total					\$164,125.00

Table B-1E - Activities / Deliverables / Milestones Pricing

Project 1E - DMV Interface

2013-077 Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials KS

Exhibit B

Page 15 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Ref Num b	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost	Expected Payment Percentage
1E-1	Participate in Kickoff meeting	Non-Software	Upon contract acceptance		
1E-2	Biweekly Status Reports	Written	Upon contract acceptance		
1E-3	Project Plan	Written	Upon contract acceptance		
1E-4	A DMV Interface system as described in Exhibit H, Table 1E , after successfully completing unit testing (if applicable).	Hardware and Software	Dependent on 3rd Party contract		10%
1E-5	Production of, and State acceptance of a Interface Control Document (ICD) as described in Exhibit H, item 1E.6 .	Written	4/1/2013		10%
1E-6	Successful completion and State acceptance of J-One exchange between Tyler Technologies and the State of New Hampshire	Software	Dependent on 3rd Party Contract		10%
1E-7	Successful completion and State acceptance of J-One exchange between Acronix and the State of New Hampshire	Software	Dependent on 3rd Party Contract		10%
1E-8	Successful completion and State acceptance of J-One exchange between Global Tel*Link and the State of New Hampshire	Software	Dependent on 3rd Party Contract		10%

2013-077 Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials KS

Exhibit B

Page 16 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1E-9	Successful completion and State acceptance of J-One exchange between additional JMS (TBD) and the State of New Hampshire	Software	Dependent on 3rd Party Contract	
1E-10	Successful completion and State acceptance of J-One exchange between Imc Trittech and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
1E-11	Successful completion and State acceptance of J-One exchange between Intergraph and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
1E-12	Successful completion and State acceptance of J-One exchange between Crimestar and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
1E-13	Successful completion and State acceptance of J-One exchange between Microsystems and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
1E-14	Successful completion and State acceptance of J-One exchange between QED and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
Total				\$100,100.00

Table B-1F - Activities /Deliverables / Milestones Pricing

Project 1F - UCT Admin Application

2013-077 Exhibit B-Price and Payment Schedule

Initial All Pages:
Contractor's Initials KS

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Ref Num b	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost	Expected Payment Percentage
1F-1	State acceptance of Computer Projects of Illinois UCT Administrative Application	Software	2/1/2013		100%**
Total					\$97,564.00

Table B-1G - Activities / Deliverables / Milestones Pricing

Project 1G - Complaint Interfaces

Ref Num b	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost	Expected Payment Percentage
1G-1	Participate in Kickoff meeting	Non-Software	Upon contract acceptance		
1G-2	Biweekly Status Reports	Written	Upon contract acceptance		
1G-3	Project Plan	Written	Upon contract acceptance		
1G-4	A DMV Interface system as described in Exhibit H, Table 1G , after successfully completing unit testing (if applicable).	Hardware and Software	Dependent on 3rd Party Contract		

2013-077 Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials KS

Exhibit B

Page 18 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1G-5	Production of, and State acceptance of a Interface Control Document (ICD) as described in Exhibit H, item 1G.1.	Written	Dependent on 3rd Party Contract	
1G-6	Successful completion and State acceptance of J-One exchange between Tyler Technologies and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
1G-7	Successful completion and State acceptance of J-One exchange between Acronix and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
1G-8	Successful completion and State acceptance of J-One exchange between Global Tel*Link and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
1G-9	Successful completion and State acceptance of J-One exchange between additional JMS (TBD) and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
1G-10	Successful completion and State acceptance of J-One exchange between Imc Tritech and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
1G-11	Successful completion and State acceptance of J-One exchange between Intergraph and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%

2013-077 Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials KS

Exhibit B

Page 19 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1G-12	Successful completion and State acceptance of J-One exchange between Crimestar and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
1G-13	Successful completion and State acceptance of J-One exchange between Microsystems and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
1G-14	Successful completion and State acceptance of J-One exchange between QED and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
1G-15	Successful completion and State acceptance of J-One exchange between Abilis NE and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
Total				\$52,500.00

Table B-1H - Activities / Deliverables / Milestones Pricing

Project 1H - Event Management

Ref Num b	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost	Expected Payment Percentage
1H-1	Participate in Kickoff meeting	Non-Software	Refer to Exhibit I Table I.6		

2013-077 Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials KS

Exhibit B

Page 20 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1H-2	Biweekly Status Reports	Written	Refer to Exhibit I Table I.6	
1H-3	Project Plan	Written	Refer to Exhibit I Table I.6	20%*
1H-4	A DMV Interface system as described in Exhibit H, Table 1H , after successfully completing unit testing (if applicable).	Hardware and Software		
1H-5	Production of, and State acceptance of a Interface Control Document (ICD) as described in Exhibit H, item 1H.5 .	Written	Refer to Exhibit I Table I.6	20%
1H-6	Successful completion and State acceptance of software after System and Integration Testing	Software	Refer to Exhibit I Table I.6	20%
1H-7	Successful completion and State acceptance of software after Security Testing	Software		
1H-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software	Refer to Exhibit I Table I.6	20%
1H-9	State acceptance of Computer Projects of Illinois system in production.	Non-Software	Refer to Exhibit I Table I.6	20%**
1H-10	Warranty Period	Non-Software		
Total				\$80,000.00

2013-077 Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials KS

Exhibit B

Page 21 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Table B-11 - Activities / Deliverables / Milestones Pricing

Project 11 -- NH SAVIN

Ref Num b	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost	Expected Payment Percentage
11-1	Participate in Kickoff meeting	Non-Software	Upon contract acceptance		
11-2	Biweekly Status Reports	Written	Upon contract acceptance		
11-3	Project Plan	Written	Upon contract acceptance		
11-4	A NH SAVIN Interface system as described in Exhibit H, Table 11 , after successfully completing unit testing (if applicable).	Hardware and Software			
11-5	Production of, and State acceptance of a Interface Control Document (ICD) as described in Exhibit H, item 11.4 .	Written	Dependent on 3rd party contract		20%
11-6	Successful completion and State acceptance of software after System and Integration Testing	Software	Dependent on 3rd party contract		10%
11-7	Successful completion and State acceptance of software after Security Testing	Software			

2013-077 Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials KS

Exhibit B

Page 22 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

11-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software	Dependent on 3rd party contract	10%
11-9	Successful completion and State acceptance of J-One exchange between Tyler Technologies and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
11-10	Successful completion and State acceptance of J-One exchange between Emergency Communications Networks and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
11-11	Successful completion and State acceptance of J-One exchange between Abilis NE and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
11-12	Successful completion and State acceptance of J-One exchange between Acronix and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
11-13	Successful completion and State acceptance of J-One exchange between Global Tel*Link and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
11-14	Successful completion and State acceptance of J-One exchange between additional JMS (TBD) and the State of New Hampshire	Software	Dependent on 3rd Party Contract	10%
Total				\$75,000.00

2013-077 Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials KS

Exhibit B

Page 23 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Table B-1J - Activities / Deliverables / Milestones Pricing

Project 1J - Multiple Charges on Complaint Change Order

Ref Number	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost	Proposed Payment Percentage
1J-1	Successful completion and State acceptance of System and Integration testing of Multiple Charges per Case change order	Software	4/1/2013		33%
1J-2	Successful completion and State acceptance of User Acceptance testing of Multiple Changes per Case change order	Software	4/1/2013		33%
1J-3	Final State acceptance of Multiple Charges per Case change order	Software	4/1/2013		34%
Total					\$62,000.00

Project 1K - AFIS Fingerprint Capture Automation

Ref Number	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost	Proposed Payment Percentage
1K-1	Participate in Kickoff meeting	Non-Software	Dependent on 3rd party contract		
1K-2	Biweekly Status Reports	Written	Dependent on 3rd party contract		
1K-3	Project Plan	Written	Dependent on 3rd party contract		20%

2013-077 Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials KS

Exhibit B

Page 24 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1K-4	A fingerprint capture automation system as described in Exhibit H, Table 1K , after successfully completing unit testing.	Hardware and Software	Dependent on 3rd party contract	20%
1K-5	Production of, and State acceptance of a Functional Design and System Design Document (as described in Exhibit H, item 1B.5).	Written	Dependent on 3rd party contract	20%
1K-6	Successful completion and State acceptance of software after System and Integration Testing	Software	Dependent on 3rd party contract	
1K-7	Successful completion and State acceptance of software after Security Testing	Software	Dependent on 3rd party contract	
1K-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software	Dependent on 3rd party contract	20%
1K-9	State acceptance of Computer Projects of Illinois system in production.	Non-Software	Dependent on 3rd party contract	20%
1K-10	Warranty Period	Non-Software	Dependent on 3rd party contract	

2013-077 Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials KS

Exhibit B

Page 25 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Total

\$43,450.00

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

** Note -- Payment will be rendered after Computer Projects of Illinois issues the State a Letter of Completion and the State accepts the Deliverable.

1.2 Computer Projects of Illinois Rates Pricing Worksheet (Hourly Rates)

Table B-2- Computer Projects of Illinois Rates Pricing Worksheet (Hourly Rates)			
Position Title	SFY 2013 7/1/2012-6/30/2013	SFY 2014 7/1/2013-6/30/2014	SFY 2015 7/1/2014-6/30/2015
All Hourly Charges	\$ 68.75	\$ 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 **\$1,098,092** ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Computer Projects of Illinois for all fees and expenses, of whatever nature, incurred by Computer Projects of Illinois 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.

3. INVOICING

Computer Projects of Illinois 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. Computer Projects of Illinois 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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B**

PRICE AND PAYMENT SCHEDULE

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 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Computer Projects of Illinois Inc.
475 Quadrangle Drive Suite A
Bolingbrook, IL 60440

5. OVERPAYMENTS TO Computer Projects of Illinois

Computer Projects of Illinois 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 Computer Projects of Illinois's invoices with appropriate information attached.

7. RIGHT TO OFFSET

The State reserves the right to offset from any amounts otherwise payable to Computer Projects of Illinois 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT C
SPECIAL PROVISIONS**

1. Special Provisions

1.1 Both parties agree to amend SOW Section 13.13.1 of the Contract 2013-034 in order to show the amount of insurance is in agreement with Computer Projects of Illinois's coverage currently in force for comprehensive general liability in the amount of \$1,000,000.00 for each occurrence and the excess/umbrella liability in the amount of \$4,000,000.00 for each occurrence.

1.2 Both parties agree to amend SOW Section 13.11.1 of the Contract 2013-077 by replacing paragraph 13.11.1 with the following paragraph:

13.11.1 Computer Projects of Illinois 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 Computer Projects of Illinois, its personnel or agents in connection with Computer Projects of Illinois's performance of the Contract. Computer Projects of Illinois 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.

1.3 Both parties agree to amend SOW Section 13.15 of the Contract 2013-077 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT D
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

Computer Projects of Illinois 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, Computer Projects of Illinois 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 Computer Projects of Illinois's intellectual property, or if applicable its subcontractor's or vendor's intellectual property. All right and title to Computer Projects of Illinois's intellectual property shall remain with Computer Projects of Illinois; all right and title to any Computer Projects of Illinois subcontractor or vendor intellectual property shall remain with the respective owner thereof.

Computer Projects of Illinois 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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT E
IMPLEMENTATION SERVICES**

Computer Projects of Illinois shall provide the State with the following services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

Computer Projects of Illinois shall employ an implementation strategy with a timeline set forth in accordance with the Work Plan:

Computer Projects of Illinois and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

Computer Projects of Illinois 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.

Computer Projects of Illinois 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.

Computer Projects of Illinois 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT E
IMPLEMENTATION SERVICES**

1.5 Change Management and Training

Computer Projects of Illinois'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 Computer Projects of Illinois team shall provide the consulting services for the Contract. Its approach includes but is not limited to the following:

- 2.1 Computer Projects of Illinois will coordinate implementation to the production environment with the State prior to the action taking place.
- 2.2 Computer Projects of Illinois 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 Computer Projects of Illinois 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 Computer Projects of Illinois 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 Computer Projects of Illinois will ensure that the implementation is completed in an incremental fashion.

3. SECURITY

Computer Projects of Illinois shall maintain security consistent with CJIS Version 5 requirements for the Software Interface to J-ONE with the limitation that Computer Projects of Illinois cannot be held responsible for security which is outside the control of Computer Projects of Illinois. 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT F
TESTING SERVICES**

Computer Projects of Illinois shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. Testing and Acceptance

Computer Projects of Illinois 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.

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

Computer Projects of Illinois is responsible for designing, building and testing Software 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. Computer Projects of Illinois will participate in Acceptance Testing by:

- training J-One testers as necessary to use its Software,
- working with the State to coordinate with Computer Projects of Illinois law enforcement users of the Computer Projects of Illinois System for testing purposes,
- providing test instances of the Computer Projects of Illinois 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 Computer Projects of Illinois Project Manager's Certification, in writing, that its System is ready for Acceptance testing.

Computer Projects of Illinois 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 Computer Projects of Illinois 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 Computer Projects of Illinois' System development environment.

Table F-1: Testing

Unit Testing	Computer Projects of Illinois is solely responsible for this phase.
System Integration Testing	The State and Computer Projects of Illinois 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 Computer Projects of Illinois supplied Software.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT F
TESTING SERVICES**

User Acceptance Testing (UAT)	<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) Computer Projects of Illinois' Project Manager must certify in writing, that Computer Projects of Illinois' 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>
-------------------------------	--

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT F
TESTING SERVICES**

Regression Testing as a part of UAT	<p>As a result of the testing activities, problems may be identified that require correction. The State will notify Computer Projects of Illinois of the nature of the testing failure in writing. Computer Projects of Illinois 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) Computer Projects of Illinois shall notify the State no later than five (5) business days from Computer Projects of Illinois' receipt of written notice of the test failure when Computer Projects of Illinois 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 Computer Projects of Illinois 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"> 1. Validate that the change/update has been properly incorporated into the program; and 2. Validate that there has been no unintended change to the other portions of the program. <p>Computer Projects of Illinois must:</p> <ol style="list-style-type: none"> 1) Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly; 2) Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and 3) Manage the entire cyclic process. <p>Computer Projects of Illinois 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, Computer Projects of Illinois 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, Computer Projects of Illinois 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, Computer Projects of Illinois must acknowledge their responsibilities for regression testing as described in this section.</p>
-------------------------------------	---

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT F
TESTING SERVICES**

Security Testing	Computer Projects of Illinois 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.*
------------------	--

*** Note – At the conclusion of Security Testing Computer Projects of Illinois shall transmit the testing results to the State**

3. Remedies

In the event that the Software fails UAT, the State may declare Computer Projects of Illinois in default and, at its option: 1) terminate the Contract, in whole or in part, by providing thirty (30) days' written notice to Computer Projects of Illinois, without penalty or obligation by the State; 2) return the Software to Computer Projects of Illinois and receive a refund of all amounts paid under the Contract, within ninety (90) days of notification to Computer Projects of Illinois 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 Computer Projects of Illinois 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

Maintenance support will not be purchased under this contract.

Maintenance support will be available to the State as may be provided under a separate contract(s), and the term of any such maintenance for each project shall be applicable upon the final acceptance of any individual project under this contract (A-J) and expiration of any warranty period associated with that project as provided in **Exhibit "K"**.

Project	Maintenance SFY 2013 (if applicable)	Maintenance SFY 2014 (if applicable)	Maintenance SFY 2015 (if applicable)	Maintenance SFY 2016 (if applicable)	Maintenance SFY 2017 (if applicable)
A. Statistical Data			\$15,343.60	\$16,110.78	\$16,916.32
B. Corrections Data "Hotfile"			\$8,950.00	\$9,397.50	\$9,867.38
C. Master Name Index			\$18,041.70	\$18,943.79	\$19,890.97
D. Audit Software			\$16,412.50	\$17,233.13	\$18,094.78
E. DMV Interface			\$10,010.00	\$10,510.50	\$11,036.03
F. UCT Admin Application			\$9,756.40	\$10,244.22	\$10,756.43
G. Complaint Interface			\$5,250.00	\$5,512.50	\$5,788.13
H. Event Management			\$8,000.00	\$8,400.00	\$8,820.00
I. NH SAVIN			\$7,500.00	\$7,875.00	\$8,268.75

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

Project	Maintenance SFY 2013 (if applicable)	Maintenance SFY 2014 (if applicable)	Maintenance SFY 2015 (if applicable)	Maintenance SFY 2016 (if applicable)	Maintenance SFY 2017 (if applicable)
J. Multiple Charges on Complaint			\$6,200.00	\$6,510.00	\$6,835.50
K. AFIS Fingerprint Capture Automation			\$4,345.00	\$4,562.25	\$4,790.36

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

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 Computer Projects of Illinois law enforcement records management system using an Computer Projects of Illinois System Development Methodology and deliver to the State fully realized components with the following functions and features:

- 1.1 Modify the Software 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 Software 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 Software. These messages will add Docket #, Court Charge ID

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

and Court Filing Date to the original complaint. Deliver to the State the Computer Projects of Illinois interface design specification (a connection specification for TCP/IP sockets) to receive these transactions. The Computer Projects of Illinois interface must accept message transactions that comply with the State's CAAFF XML schema which will be provided as part of the Contract.

1.8 Design and build an interface to accept Disposition transactions sent from the Court through J-One back to the Software. Deliver to the State the Computer Projects of Illinois interface design specification (a connection specification for TCP/IP sockets) to receive these transactions. The Computer Projects of Illinois 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 Computer Projects of Illinois Software. Deliver to the State the Computer Projects of Illinois interface design specification (a connection specification for TCP/IP sockets) to receive these transactions. The Computer Projects of Illinois 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 Computer Projects of Illinois has the latitude to accomplish this task as it sees fit.

During Acceptance testing, Computer Projects of Illinois will demonstrate to the State that the Software GUI displays UCT data properly, test and confirm the "PRINT & SEND" functionality, and test the Software Courts Interface to ensure that message transactions are completed properly.

2. Requirements

Computer Projects of Illinois 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 Computer Projects of Illinois and this Agreement.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

REQ #	Requirement/Deliverable	M/O	Y/ M /N (See above)	Comments
GENERAL REQUIREMENTS				
G-1	Computer Projects of Illinois may participate in an optional initial kick-off meeting to initiate the Project which may be accomplished by teleconference.	O		
G-2	Computer Projects of Illinois 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		The content of the work plan is summarized in Exhibit I Table 7.1
G-3	Computer Projects of Illinois will provide monthly status reports on the progress of the Project.	M		
G-4	CPI will be able to initiate maintenance changes (as may be agreed to and provided in another contract) upon final acceptance of each individual contract.	M		
TECHNICAL REQUIREMENTS				
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		
T-3	All communication to and from the messaging solution must be in NIEM compliant xml format.	M		
SECURITY REQUIREMENTS				
S-1	The System shall conform with CJIS v. 5 (or current) Data Security requirements	M		

2013-077 Exhibit H Requirements

Initial All Pages:

Contractor's Initials KS

Exhibit H

Page 40 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

S-2	All J-One data sent from the System shall be encrypted.	M
S-3	Ensure application has been tested and hardened to prevent critical application security flaws Consistent with CJIS Version 5 regulations.	M
S-4	Detect and record all attempted accesses that fail identification, authentication and authorization requirements.	M
S-5	The application shall log all activities to prevent parties to application transactions from denying that they have taken place.	M
S-6	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M
S-7	Subsequent application Implementations or upgrades shall not remove or degrade security requirements	M
S-8	Application should be protected from unauthorized use when at rest.	M

Table 1A - Functions/Features - Statistical Data

1A.1	Computer Projects of Illinois will be responsible for developing requirements, providing a design, and implementing additional features for the Statistical Data project.	M
1A.2	The programming will have the ability to provide anonymous crime data of arrests and convictions sorted and filtered by the following fields as pre-designed reports	M
1A.2.1	Jurisdiction	M
1A.2.2	Date(s)	M
1A.2.3	Time(s)	M
1A.2.4	GIS Coordinates	M
1A.2.5	Crime Type (Statute or NIBRS Code)	M

2013-077 Exhibit H Requirements

Initial All Pages:

Contractor's Initials KS

Exhibit H

Page 41 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

1A.3	The programming will have the ability to provide anonymous crime data of arrests and convictions in ad-hoc reports.	M
1A.4	Computer Projects of Illinois will provide a web "portal" (on hardware to be provided by the State) for public use.	M
1A.5	The portal will also provide the capability to provide a delimited dump of data based upon criteria provided in 1A.2 or 1A.3	M
1A.6	Computer Projects of Illinois will complete a consolidated Business Requirements, Functional Design and System Design document on the design of the system.	M

Table 1B - Functions/Features - Corrections Data "Hotfile"

1B.1	Computer Projects of Illinois will be responsible for developing requirements, providing a design, and implementing additional features for the Corrections data.	M
1B.2	The Corrections data will accessible to appropriate criminal justice personnel via the S.P.O.T.S (State Police On-Line Telecommunications System)	M
1B.3	CPI will be capable of accepting incoming data from Abilis NE (CORIS) as well as up to 3 County Corrections vendors (Global Tel*Link, Acronix, and TBD)	M
1B.4	Incoming data fields shall include, but not be limited to:	M
1B.4.1	Inmate Name	M
1B.4.2	Inmate DOB	M
1B.4.3	DOC #	M

2013-077 Exhibit H Requirements

Initial All Pages:

Contractor's Initials KS

Exhibit H

Page 42 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

1B.4.4	Status	M
1B.4.5	Status Location	M
1B.4.6	Photo	M
1B.4.7	Gang Affiliations	M
1B.4.8	Status Change	M
1B.5	Computer Projects of Illinois will be required to complete an abbreviated Functional and System Design documents based on available CORIS data elements.	M

Table 1C - Functions/Features – Master Name Index

1C.1	Computer Projects of Illinois will be responsible for developing requirements, providing a design, and implementing a Master Name Index.	M
1C.2	It is an acceptable alternative to utilize an existing index, as long as the alternative meets the requirements contained in NH Revised Statutes Annotated Chapter 106-K.	M
1C.3	The Index data will accessible to appropriate criminal justice personnel via the S.P.O.T.S (State Police On-Line Telecommunications System)	M
1C.4	Computer Projects of Illinois will be required to complete a combined Business Requirements, Functional and System Design document based on available CORIS data elements.	M

Table 1D - Functions/Features – Audit Software

2013-077 Exhibit H Requirements

Initial All Pages:

Contractor's Initials KS

Exhibit H

Page 43 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

1D.1	Computer Projects of Illinois will be responsible for implementing the OpenFox Validations Program and the CJIS Audit Program into the currently installed CPI OpenFox™ Message Switching System at the New Hampshire Department of Safety.	M
1D.2	The software will include the following components:	M
1D.2.1	OpenFox™ Validations License	M
1D.2.2	Automation of NCIC Validation file	M
1D.2.3	Peak Performance CJIS Audit State Wide License	M
1D.2.4	Peak Performance Installation and Training	M
1D.2.5	CJIS Online Security and Awareness Training	M
1D.2.6	CJIS on line Installation	M
1D.3	The system will have the ability to natively interface with the CPI AIX message switching server.	M

Table 1E - Functions/Features – DMV Interface

1E.1	Computer Projects of Illinois will be responsible for developing requirements, providing a design, and implementing features associated with the movement of eCitation data.	M
1E.2	This data will be based upon the agreed-upon J-One complaints and dispositions schema.	M
1E.3	Data movement will include the following steps:	M
1E.3.1	CPI will receive data in the J-One complaint schema format from the originating law enforcement agency	M

2013-077 Exhibit H Requirements

Initial All Pages:

Contractor's Initials KS

Exhibit H

Page 44 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

1E.3.2	CPI will validate the data against the J-One complaints schema. If the data is non-conforming, CPI will send a message to the originating agency indicating the error condition, and the field(s) that are non-conforming.	M
1E.3.3a	CPI will transform the message into the NHSP eTicketing Server format and transmit to the NHSP eTicketing server and, if the data is a "must appear" citation, also transmit to the AOC, OR	M
1E.3.3b	CPI will transform the message into the IDMS Server format and transmit to the IDMS server and, if the data is a "must appear" citation, also transmit to the AOC.	M
1E.3.4	CPI will receive data in the J-One disposition schema format from the AOC.	M
1E.3.5	CPI will validate the data against the J-One disposition schema. If the data is non-conforming, CPI will send a message to the AOC originating node indicating the error condition, and the field(s) that are non-conforming.	M
1E.3.6	CPI will transform the message to IDMS format and send the disposition message to the IDMS server.	M
1E.3.7	CPI will transmit the [correctly formatted] J-One disposition message to the originating law enforcement agency.	M
1E.4	CPI will provide this service for up to 8 law enforcement vendors connecting to J-One for the duration of the contract.	M
1E.5	When the Vision project becomes operational, J-One will send J-One formatted complaint to the Vision server(s), and send J-One formatted disposition messages to the Vision server(s), in place of steps 1E.3.3b or 1E.3.6 .	M
1E.6	Computer Projects of Illinois will design and construct an Interface Control Document (ICD) for the interfaces identified under this contract.	M

2013-077 Exhibit H Requirements

Initial All Pages:

Contractor's Initials

KS

Exhibit H

Page 45 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

Table 1F - Functions/Features -- UCT Admin Application

1F.1	Computer Projects of Illinois will be responsible for providing a design, and implementing features associated with a GUI application to manage the Uniform Charge Table (as implemented in another contract).	M
1F.2	The interface will allow for addition, editing, and deleting UCT entries, as well as NCIC and NIBRS entries, and will trigger the propagation of the changes to the constituent endpoints.	M
1F.3	The interface will allow for addition, editing and deleting NCIC entries associated with UCT entries, and will trigger the propagation of the changes to the constituent endpoints.	M
1F.4	The interface will allow for addition, editing and deleting NIBRS entries associated with UCT entries, and will trigger the propagation of the changes to the constituent endpoints.	M

Table 1G - Functions/Features -- Complaint Interfaces

1G.1	Computer Projects of Illinois will be responsible for providing a interface control document (ICD), and implementing features associated with the previously developed complaints and dispositions data exchange for up to 7 other law enforcement and county corrections vendors for the duration of this contract.	M
------	--	---

Table 1H - Functions/Features -- Event Management

1H.1	Computer Projects of Illinois will be responsible for developing requirements, providing a design, and implementing features associated with enhancement of the J-One system error messaging and monitoring system.	M
------	---	---

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

1H.2	This system may utilize outside sourced software (including Intersystems products) if it is determined that this platform would efficiently support the functionality needed.	M
1H.3	If the funding under this contract is determined to be insufficient to complete the implementation work, features will be prioritized and implemented, and the remainder of the design will be produced and provided to the State to facilitate the remainder of the solution when funding becomes available	M
1H.4	To the extent feasible, the system will provide the following features:	M
1H.4.1	Error messaging to endpoints that identify both the error type and source data causing the error in a manner that a non-technical user would find actionable.	M
1H.4.2	System monitoring that will notify administrative users is specific endpoints are off-line and/or not accepting traffic from other J-One endpoints.	M
1H.4.3	A log and clearinghouse for all pending or failed J-One messages.	M
1H.5	Computer Projects of Illinois will provide a consolidated Functional and System Design document of the Event Management System.	M

Table II - Functions/Features – NH SAVIN Integration

1I.1	Computer Projects of Illinois will be responsible for developing requirements, providing a design, and implementing features associated with enhancement of the J-One system error messaging and monitoring system.	M
1I.2	Computer Projects of Illinois will be responsible for creating and distributing NIEM-conforming xml messaging schemas for the following events and responsible sources:	M

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

11.2.1	Protective Order Service/Law Enforcement	M
11.2.2	Protective Order Attempted Service/Law Enforcement	M
11.2.3	Protective Order Failed Service/Law Enforcement	M
11.2.4	Protective Order Expiration of Order/Law Enforcement or Courts	M
11.2.5	Protective Order Firearms Notification/Law Enforcement	M
11.2.6	Arrest/Courts	M
11.2.7	Pre-Trial Transfer/County Corrections	M
11.2.8	Pre-Trial Release from Custody/County Corrections	M
11.2.9	Pre-Trial Bail/County Corrections	M
11.2.10	Pre-Trial Charges Pending/County Corrections	M
11.2.11	Pre-Trial Escape/County Corrections	M
11.2.12	Upcoming Events/Courts	M
11.2.13	Court Location/Courts	M
11.2.14	Event Cancellation/Courts	M
11.2.15	Event Postponement/Courts	M
11.2.16	Disposition/Courts	M
11.2.17	Sentencing Documents in Felony Cases/Courts	M
11.2.18	Post Disposition Case Expiration/Corrections	M
11.2.19	Supervising Office/State Corrections	M
11.2.20	Supervising Officer/State Corrections	M

2013-077 Exhibit H Requirements

Initial All Pages:

Contractor's Initials KS

Exhibit H

Page 48 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

11.2.21	Administrative Conviction/Corrections	M
11.2.22	Administrative Hearing Date/Corrections	M
11.2.23	Type of Hearing/Corrections	M
11.2.24	Advance Release/Corrections	M
11.2.25	Post-Disposition Escape/Corrections	M
11.2.26	Post-Disposition Transfer between Facilities/Corrections	M
11.2.27	Work Release/Corrections	M
11.2.28	Interstate Compact/Corrections	M
11.2.29	Post-Disposition Appeals/Corrections	M
11.2.30	DOC Transfer to Court/Corrections	M
11.2.31	Reincarceration/Corrections	M
11.2.32	Post-Disposition Appeal Decision/Corrections	M
11.2.33	Return to Custody/Corrections	M
11.2.34	Supervision Status/Probation-Parole	M
11.2.35	Supervision Release/Probation-Parole	M
11.2.36	Supervision Change/Probation-Parole	M
11.2.37	Violation Hearing/Probation-Parole	M
11.2.38	Abscond/Probation-Parole	M
11.2.39	Capture/Probation-Parole	M
11.2.40	Revocation/Probation-Parole	M
11.2.42	Restitution/Probation-Parole	M

2013-077 Exhibit H Requirements

Initial All Pages:

Contractor's Initials KS

Exhibit H

Page 49 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

11.3	CPI will be responsible for the following steps on receiving a message:	M
11.3.1	CPI will receive the message from the endpoint.	M
11.3.2	CPI will validate the data against the J-One message schema identified in 11.2 above. If the data is non-conforming, CPI will send a message to the originating agency indicating the error condition, and the field(s) that are non-conforming.	M
11.3.3	CPI will pass the data on to the NH SAVIN server(s) for further processing.	M
11.4	CPI will create an Interface Control Document (ICD) for the exchanges noted in this project.	M

Table 1J: Functions/Features -- Multiple Charges per Complaint change order

1J.1	Computer Projects of Illinois will be able to parse xml complaints from incoming law enforcement systems and group charges from the same incident into single case in Odyssey.	M
1J.2	Computer Projects of Illinois will be able to validate incoming xml complaint messages consistent with the xml schema.	M
1J.3	Computer Projects of Illinois will send "spill messages" via e-mail to endpoint law enforcement agencies that have submitted complaint messages that fail xml validation	M

Table 1K: AFIS Fingerprint Capture Automation

1K.1	Computer Projects of Illinois will design, produce, test and deploy code that will change current processing in AFIS/CHRI to send name/dob queries to CHRI from AFIS entries with no SID #s. If there are no acceptable returns as determined by the clerk in CHRI, then a request is made by CHRI for a new SID #.	M
------	---	---

Table 2: Data Capture, Storage, Conversion, and Exchange

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

- | | | |
|-----|---|----------|
| 2.1 | Source messaging systems (contracted separately) will be required to transmit messages in Project 11 according to NIEM-complaint xml messaging protocols as provided by Emergency Communications Networks in 11.2 | M |
| 2.2 | Overall network design will be consistent with the schematic provided in Appendix | M |

Table 3 – Outputs / Reports

- | | | |
|-----|--|----------|
| 3.1 | Generate exportable, electronic reports detailing all failed notifications and escalation steps taken. | M |
| 3.2 | Generate exportable, electronic reports detailing all pending notifications in real time | M |
| 3.3 | Generate exportable, electronic reports that detail system utilization. | M |

Table 4 – Testing

- | | | |
|-------|---|----------|
| 4.1 | Testing will be performed by NHDOS and CPI will participate fully in the testing process with each participating endpoint in each project. | M |
| 4.2 | Computer Projects of Illinois will provide a fully tested System for Acceptance Testing to be performed by the State and Computer Projects of Illinois. | M |
| 4.3 | Computer Projects of Illinois will participate in testing on Project 1E with the following source data vendors: | M |
| 4.3.1 | Tyler Technologies Odyssey | M |
| 4.3.2 | Acronix JMS | M |
| 4.3.3 | Global Tel*Link (DSI) | M |
| 4.3.4 | One additional Jail Management System (TBD) | M |
| 4.3.5 | Imc Division of Trittech | M |

2013-077 Exhibit H Requirements

Initial All Pages:

Contractor's Initials KS

Exhibit H

Page 51 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

4.3.6	Intergraph	M
4.3.7	Crimestar	M
4.3.8	Microsystems	M
4.3.9	QED	M
4.4	Computer Projects of Illinois will participate in testing on Project IG with the following source data vendors:	M
4.4.1	Tyler Technologies Odyssey	M
4.4.2	Abilis New England CORIS	M
4.4.3	Acronix JMS	M
4.4.4	Global Tel*Link (DSI)	M
4.4.5	One additional Jail Management System (TBD)	M
4.4.6	Imc Division of Tritech	M
4.4.7	Intergraph	M
4.4.8	Crimestar	M
4.4.9	Microsystems	M
4.4.10	QED	M
4.5	Computer Projects of Illinois will participate in testing on Project II with the following source data vendors:	M
4.5.1	Emergency Notification Networks	M
4.5.2	Tyler Technologies Odyssey	M
4.5.3	Abilis New England CORIS	M
4.5.4	Acronix JMS	M
4.5.5	Global Tel*Link (DSI)	M

2013-077 Exhibit H Requirements

Initial All Pages:

Contractor's Initials KS

Exhibit H

Page 52 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT H
REQUIREMENTS**

4.5.6 One additional Jail Management System M
(TBD)

Table 5 – Training

5.1 N/A

Table 6 – Security

6.1 All data connections, transmissions, and M
storage of data will meet Federal CJIS
requirements.

Table 7 – Implementation

7.1 Computer Projects of Illinois will M
coordinate implementation on all
projects with the J-One Technical Team
following the completion of User
Acceptance Testing.

Table 8 – Performance and Response Time

8.1 System performance must meet the M
guidelines as outlined in the J-One
Integration Architecture.

Table 9 – Data Archival, Backup and Recovery

9.1 Database and messaging systems M
interfacing with J-One will be
responsible for developing archival,
backup and recovery procedures
consistent with CJIS Version 5
requirements

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

The preliminary Work Plan created by Computer Projects of Illinois and the State is set forth at the end of this Exhibit. The elements of the preliminary Work Plan are documented in accordance with Computer Projects of Illinois' 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 Computer Projects of Illinois team members), refine the Project's scope, and establish the Project's Schedule. It shall utilize Computer Projects of Illinois's Project Management methodology, which shall be used to manage the Project's life cycle.

Computer Projects of Illinois'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 Computer Projects of Illinois 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.
- Computer Projects of Illinois shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

1.2 Logistics

- The Computer Projects of Illinois Team shall perform this project at State facilities when necessary, and those State facilities shall be provided at no cost to Computer Projects of Illinois.
- The Computer Projects of Illinois Team reserves the right to perform the work at Computer Projects of Illinois's facility, when practical.
- The State shall provide adequate facilities for the Computer Projects of Illinois 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 Computer Projects of Illinois 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,

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

equipment, and printer/fax supplies shall be provided at no cost to the Computer Projects of Illinois 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.
- The State shall provide the Computer Projects of Illinois 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. Computer Projects of Illinois 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.
- Computer Projects of Illinois 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 Computer Projects of Illinois 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

- Computer Projects of Illinois 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 Computer Projects of Illinois Team shall train its end users as necessary.

2. ROLES AND RESPONSIBILITIES

2.1 Computer Projects of Illinois Team Roles and Responsibilities

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

2.1.1. Computer Projects of Illinois Team Project Manager

The Computer Projects of Illinois 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 Computer Projects of Illinois Implementation Team. The Computer Projects of Illinois 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 Computer Projects of Illinois Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Computer Projects of Illinois 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. Computer Projects of Illinois Team

The Computer Projects of Illinois Team shall conduct analysis of requirements, validate the Computer Projects of Illinois 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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

- Assist with the transition to production.

The Computer Projects of Illinois 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.

2.1 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.

2.1.1 State Project Manager

The State Project Manager shall work side-by-side with the Computer Projects of Illinois 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 Computer Projects of Illinois team;
- Assist the Computer Projects of Illinois 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 Computer Projects of Illinois Project Manager of any urgent issues if and when they arise; and
- Assist the Computer Projects of Illinois team staff to obtain requested information if and when required to perform certain project tasks.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

2.1.2 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;

2.1.3 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:

- Attend technical training as necessary to support the project;
- Assist the State and Computer Projects of Illinois 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 Computer Projects of Illinois 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 Computer Projects of Illinois 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 Computer Projects of Illinois will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at WEEKLY project meetings.

2.1.4 State Network Administrator (DoIT)

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

- 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.

2.1.5 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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

Table I-1A - Statistical Data Project

Statistical Data Project

September 26, 2012 10:27

Summary for: Statistical Data Project				6/27/12	7-0 Day Window	12/23/12
Start Date:	1/2/14	Tasks:	25	Total Cost:	\$153,436	
End Date:	1/2/15	Action Items:	0	Cost To Date:	\$0	
% Done:	0%	Risks:	0	Cost To Go:	\$153,436	

All Tasks for Statistical Data Project

ID	Task Name	Work	Start	End	% Done	People & Cost	Predecessors
1	Statistical Data Project	73.5 work days spanning 366 days	Thursday 1/2/14	Friday 1/2/15	0%	CPI - Greg Jones \$153,436	
14	Unit Testing Statistical Data Project	15.5 work days spanning 25 days	Thursday 10/23/14	Monday 11/17/14	0%	\$30,687	
15	Valor Unit Testing Statistical Data Project - Unit Testing	15.5 work days spanning 25 days	Thursday 10/23/14	Monday 11/17/14	0%	CPI - Greg Jones \$30,687	11
16	System Testing Statistical Data Project	49.8 work days spanning 15 days	Monday 11/17/14	Monday 12/1/14	0%	\$30,687	
17	System Testing Task Statistical Data Project - System Testing	49.8 work days spanning 15 days	Monday 11/17/14	Monday 12/1/14	0%	NHD: T. John \$0	15
18	Milestone - System Testing Statistical Data Project - System Testing	Milestone	Monday 12/1/14	Monday 12/1/14	0%	NHD:OS - Keith \$30,687	17
19	User Acceptance Testing Statistical Data Project	39.9 work days spanning 8 days	Monday 12/1/14	Tuesday 12/9/14	0%	\$30,687	
20	UAT Testing Task Statistical Data Project - User Acceptance Testing	39.9 work days spanning 8 days	Monday 12/1/14	Tuesday 12/9/14	0%	NHD: T. John \$0	18
21	Milestone - UAT Statistical Data Project - User Acceptance Testing	Milestone	Tuesday 12/9/14	Tuesday 12/9/14	0%	NHD:OS - Keith \$30,687	20
22	Deployment Statistical Data Project	65.4 work days spanning 24 days	Tuesday 12/9/14	Friday 1/2/15	0%	\$30,688	
23	Deployment Task Statistical Data Project - Deployment	1.4 work days spanning 1 day	Tuesday 12/9/14	Wednesday 12/10/14	0%	NHD: T. John \$0	21
24	Close Monitoring Statistical Data Project - Deployment	60 work days spanning 24 days	Wednesday 12/10/14	Friday 1/2/15	0%	Aaronix - FM (TBA) \$0	23
25	Milestone - Final Statistical Data Project - Deployment	Milestone	Wednesday 12/10/14	Wednesday 12/10/14	0%	NHD:OS - Keith \$30,688	23

Page 1 of 1

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

September 25, 2012 11:34

Statistical Data Project

Summary for: Statistical Data Project

Start Date:	1/2/14	Tasks:	25	Total Cost:	\$153,436
End Date:	1/2/15	Action Items:	0	Cost To Date:	\$0
% Done:	0%	Risks:	0	Cost To Go:	\$153,436

All Tasks for Statistical Data Project

ID	Task Name	Work	Start	End	% Done	People & Cost	Predecessors
1	Statistical Data Project	735 work days spanning 366 days	Thursday 1/2/14	Friday 1/2/15	0%	CPI Greg Jones \$153,436	
2	Planning Phase	17.5 work days spanning 14 days	Thursday 1/2/14	Wednesday 1/15/14	0%	\$30,687	
	Statistical Data Project						
3	Kickoff Meeting	3 work days spanning 2 days	Thursday 1/2/14	Friday 1/3/14	0%	CPI Greg Jones \$0	
	Statistical Data Project - Planning Phase						
4	Update Workplan	14.5 work days spanning 13 days	Friday 1/3/14	Wednesday 1/15/14	0%	CPI Greg Jones \$0	3
	Statistical Data Project - Planning Phase						
5	Milestone - Planning Phase	Milestone	Wednesday 1/15/14	Wednesday 1/15/14	0%	NIIDOS Keith \$30,687	4
	Statistical Data Project - Planning Phase						
6	Business Req.Funct. Design	306 work days spanning 219 days	Wednesday 1/15/14	Thursday 8/21/14	0%	\$0	
	Statistical Data Project						
7	Functional Design Document	116 work days spanning 84 days	Wednesday 1/15/14	Tuesday 4/8/14	0%	CPI Greg Jones \$0	5
	Statistical Data Project - Business Req.Funct. Design						
8	Technical Design Document	120 work days spanning 136 days	Tuesday 4/8/14	Thursday 8/21/14	0%	CPI Greg Jones \$0	7
	Statistical Data Project - Business Req.Funct. Design						
9	Milestone - Design	Milestone	Thursday 8/21/14	Thursday 8/21/14	0%	NIIDOS Keith \$0	8
	Statistical Data Project - Business Req.Funct. Design						
10	Development	241 work days spanning 61 days	Thursday 8/21/14	Tuesday 10/21/14	0%	\$0	9
	Statistical Data Project						
11	Software development	241 work days spanning 61 days	Thursday 8/21/14	Tuesday 10/21/14	0%	CPI Greg Jones \$0	
	Statistical Data Project - Development						
12	Database	117 work days spanning 57 days	Thursday 8/21/14	Friday 10/16/14	0%	CPI Greg Jones \$0	
	Statistical Data Project - Development - Software development						
13	User Interface	124 work days spanning 61 days	Thursday 8/21/14	Tuesday 10/21/14	0%	CPI Greg Jones \$0	3
	Statistical Data Project - Development - Software development						

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

Table I-1B - Corrections Data

Corrections Data

September 26, 2012 10:00

Summary for: Corrections Data

Start Date:	7/1/13	Tasks:	25	Total Cost:	\$89,500
End Date:	9/22/14	Action Items:	0	Cost To Date:	\$0
% Done:	0%	Risks:	0	Cost To Go:	\$89,500

All Tasks for Corrections Data

ID	Task Name	Work	Start	End	% Done	People & Cost	Predecessors
1	Corrections Data Project	735 work days spanning 429 days	Monday 7/1/13	Monday 9/22/14	0%	CPI Greg Jones \$89,500	
2	Planning Phase	17.5 work days spanning 16 days	Monday 7/1/13	Tuesday 7/16/13	0%	\$17,900	
3	Corrections Data Project - Planning Phase	3 work days spanning 2 days	Monday 7/1/13	Tuesday 7/2/13	0%	CPI Greg Jones \$0	
4	Kickoff Meeting	14.5 work days spanning 12 days	Monday 7/9/13	Tuesday 7/16/13	0%	CPI Greg Jones \$0	3
5	Update Workplan	Milestone	Tuesday 7/16/13	Tuesday 7/16/13	0%	NHDOS Keith \$17,900	4
6	Milestone - Planning Phase						
7	Business Req./Funct. Design	305 work days spanning 226 days	Tuesday 7/16/13	Wednesday 2/26/14	0%	\$17,900	
8	Corrections Data Project - Business Req./Funct. Design	116 work days spanning 84 days	Tuesday 7/16/13	Monday 10/7/13	0%	CPI Greg Jones \$0	5
9	Functional Design Document	190 work days spanning 143 days	Monday 10/7/13	Wednesday 2/26/14	0%	CPI Greg Jones \$0	7
10	Technical Design Document	Milestone	Wednesday 2/26/14	Wednesday 2/26/14	0%	NHDOS Keith \$17,900	8
11	Milestone - Design						
12	Development	241 work days spanning 94 days	Monday 3/24/14	Wednesday 6/25/14	0%	\$0	9
13	Corrections Data Project - Development	241 work days spanning 94 days	Monday 3/24/14	Wednesday 6/25/14	0%	CPI Greg Jones \$0	
14	Software development	117 work days spanning 53 days	Monday 3/24/14	Thursday 5/15/14	0%	\$0	
15	Corrections Data Project - Development - Software development	124 work days spanning 55 days	Monday 4/29/14	Wednesday 6/25/14	0%	CPI Greg Jones \$0	9
16	Database						
17	User Interface						

Page 1 of 1

2013-077 Exhibit I Work Plan

Initial All Pages:

Contractor's initials: KSS Exhibit I

Page 62 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

Corrections Data

Summary for: Corrections Data

Start Date:	7/1/13	Tasks	25	Total Cost:	\$89,500
End Date:	9/22/14	Action Items:	0	Cost To Date:	\$0
% Done:	0%	Risks	0	Cost To Go:	\$89,500

All Tasks for Corrections Data

ID	Task Name	Work	Start	End	% Done	People & Cost	Predecessors
1	Corrections Data Project	735 work days spanning 449 days	Monday 7/1/13	Monday 9/22/14	0%	CPI - Greg Jones \$89,500	
14	Unit Testing	15.5 work days spanning 23 days	Tuesday 7/9/14	Wednesday 7/23/14	0%	\$0	
15	Water Unit Testing	15.5 work days spanning 22 days	Tuesday 7/1/14	Wednesday 7/23/14	0%	CPI - Greg Jones \$0	11
16	System Testing	49.8 work days spanning 19 days	Wednesday 7/23/14	Monday 8/11/14	0%	\$17,900	
17	System Testing Task	49.8 work days spanning 18 days	Wednesday 7/23/14	Monday 8/11/14	0%	NHDSIT - John \$0	15
18	Milestone - System Testing	Milestone	Monday 8/11/14	Monday 8/11/14	0%	NHDSOS - Keith \$17,900	17
19	User Acceptance Testing	39.8 work days spanning 8 days	Monday 8/11/14	Monday 8/18/14	0%	\$17,900	
20	UAT Testing Task	39.8 work days spanning 8 days	Monday 8/11/14	Monday 8/18/14	0%	NHDSIT - John \$0	18
21	Milestone - UAT	Milestone	Monday 8/18/14	Monday 8/18/14	0%	NHDSOS - Keith \$17,900	20
22	Deployment	55.4 work days spanning 27 days	Wednesday 8/27/14	Monday 9/22/14	0%	\$17,900	
23	Deployment Task	55.4 work days spanning 1 day	Wednesday 8/27/14	Wednesday 8/27/14	0%	NHDSIT - John \$0	21
24	Close Monitoring	60 work days spanning 27 days	Tuesday 9/2/14	Monday 9/22/14	0%	Acharya - PM - TBA \$0	23
25	Milestone - Final	Milestone	Monday 9/22/14	Monday 9/22/14	0%	NHDSOS - Keith \$17,900	23

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

Table I-1C - Master Name Index

September 26, 2012, 10:16
Master Name Index
 Summary for: Master Name Index

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEMS DEVELOPMENT
CONTRACT 2013-077
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling **\$1,098,092** for the period between the Effective Date through June 30, 2016. Computer Projects of Illinois shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Computer Projects of Illinois 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-1A - Activities / Deliverables / Milestones Pricing

Project 1A - Statistical Data

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost	Expected Payment Percentage
1A-1	Participate in Kickoff meeting	Non-Software	Refer to Exhibit I Table I.1		
1A-2	Biweekly Status Reports	Written	Refer to Exhibit I Table I.1		
1A-3	Project Plan	Written	Refer to Exhibit I Table I.1		20%*
1A-4	Production of, and State acceptance of Business Requirements, Functional Design, and System Design Documentation (as described in Exhibit H, item 1A.6).	Written	Refer to Exhibit I Table I.1		
1A-5	A Statistical Data system as described in Exhibit H, Table 1A , after successfully completing unit testing.	Hardware and Software			20%

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

Master Name Index

September 26, 2012 10:09

Summary for: Master Name Index

9/28/12

148 Day Window

12/25/12

Start Date:	1/2/14	Tasks:	25	Total Cost:	\$180,417
End Date:	4/23/15	Action Items:	0	Cost To Date:	\$0
% Done:	0%	Risks:	0	Cost To Go:	\$180,417

All Tasks for Master Name Index

ID	Task Name	Work	Start	End	% Done	People & Cost	Predecessors
1	Master Name Index	952.2 work days spanning 477 days	Thursday 1/2/14	Thursday 4/23/15	0%	CPI - Greg Jones \$180,417	
14	Unit Testing	58.8 work days spanning 87 days	Monday 12/15/14	Thursday 3/12/15	0%	\$0	
15	Valor Unit Testing Master Name Index Unit Testing	58.8 work days spanning 87 days	Monday 12/15/14	Thursday 3/12/15	0%	CPI - Greg Jones \$0	14
16	System Testing	49.8 work days spanning 13 days	Thursday 3/12/15	Tuesday 3/24/15	0%	\$36,084	
17	System Testing Task Master Name Index System Testing	49.8 work days spanning 13 days	Thursday 3/12/15	Tuesday 3/24/15	0%	NHDCIT - John \$0	16
18	Milestone - System Testing Master Name Index System Testing	Milestone	Tuesday 3/24/15	Tuesday 3/24/15	0%	NHDCOS - Keith \$36,084	17
19	User Acceptance Testing	39.8 work days spanning 8 days	Tuesday 3/24/15	Wednesday 4/1/15	0%	\$36,084	
20	UAT Testing Task Master Name Index User Acceptance Testing	39.8 work days spanning 8 days	Tuesday 3/24/15	Wednesday 4/1/15	0%	NHDCIT - John \$0	18
21	Milestone - UAT Master Name Index User Acceptance Testing	Milestone	Wednesday 4/1/15	Wednesday 4/1/15	0%	NHDCOS - Keith \$36,084	20
22	Deployment	65.4 work days spanning 22 days	Wednesday 4/1/15	Thursday 4/23/15	0%	\$36,084	
23	Deployment Task Master Name Index Deployment	65.4 work days spanning 22 days	Wednesday 4/1/15	Thursday 4/23/15	0%	NHDCIT - John \$0	21
24	Close Monitoring Master Name Index Deployment	60 work days spanning 22 days	Thursday 4/2/15	Thursday 4/23/15	0%	Axonom - PM (FBA) \$0	23
25	Milestone - Final Master Name Index Deployment	Milestone	Thursday 4/23/15	Thursday 4/23/15	0%	NHDCOS - Keith \$36,084	23

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

Table I-1H – Event Management

Event Management

January 4, 2013, 10:36

Summary for: Event Management						10/5/12	180 Day Window	4/3/13
Start Date:	1/2/14	Tasks:	24	Cost To Date:	\$0			
End Date:	4/23/15	Action Items:	0	Cost To Go:	\$80,000			
% Done:	0%	Risks:	0	Total Cost:	\$80,000			

All Tasks for Event Management							
ID	Task Name	Work	Start	End	% Done	People & Cost	Predecessors
1	Event Management	836.2 work days spanning 477 days	Thursday 1/2/14	Thursday 4/23/15	0%	CPI - Greg Jones \$80,000	
2	Planning Phase	17.5 work days spanning 14 days	Thursday 1/2/14	Wednesday 1/15/14	0%	\$16,000	
3	Event Management						
3	Kickoff Meeting	0 work days	Thursday	Friday	0%	CPI - Greg Jones.	
3	Event Management . Planning Phase	spanning 2 days	1/2/14	1/3/14		\$0	
4	Update Workplan	14.5 work days	Friday	Wednesday	0%	CPI - Greg Jones.	3
4	Event Management . Planning Phase	spanning 13 days	1/3/14	1/15/14		\$0	
5	Milestone - Planning Phase	Milestone	Wednesday	Wednesday	0%	NHDOS - Keith	4
5	Event Management . Planning Phase		1/15/14	1/15/14		\$16,000	
6	Business Req./Funct. Design	190 work days spanning 136 days	Tuesday 4/8/14	Thursday 8/21/14	0%	\$16,000	
6	Event Management						
7	Interface Control Document	190 work days	Tuesday	Thursday	0%	CPI - Greg Jones.	
7	Event Management . Business Req./Funct. Design	spanning 136 days	4/8/14	8/21/14		\$0	
8	Milestone - Design	Milestone	Thursday	Thursday	0%	NHDOS - Keith	7
8	Event Management . Business Req./Funct. Design		8/21/14	8/21/14		\$16,000	
9	Development	415 work days spanning 105 days	Thursday 8/21/14	Thursday 12/4/14	0%	\$0	8
9	Event Management						
10	Software development	415 work days spanning 105 days	Thursday 8/21/14	Thursday 12/4/14	0%	CPI - Greg Jones, \$0	
10	Event Management . Development						
11	Database	203.5 work days	Thursday	Monday	0%	CPI - Greg Jones.	
11	Event Management . Development . Software development	spanning 102 days	8/21/14	12/1/14		\$0	
12	User Interface	211.5 work days	Thursday	Thursday	0%	CPI - Greg Jones	8
12	Event Management . Development . Software development	spanning 105 days	8/21/14	12/4/14		\$0	
13	Unit Testing	58.8 work days spanning 87 days	Monday 12/15/14	Thursday 3/12/15	0%	\$0	
13	Event Management						

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

Project Report

March 22, 2014 2:31 PM

Summary for: Event Management						12/22/12	180 Day Window	6:20:13
Start Date:	1/2/14	Tasks:	24	Cost To Date:	\$0			
End Date:	4/23/15	Action Items:	0	Cost To Go:	\$80,000			
% Done:	0%	Risks:	0	Total Cost:	\$80,000			

All Tasks for Event Management							
ID	Task Name	Work	Start	End	% Done	People & Cost	Predecessors
1	Event	523.8 work days spanning 477 days	Thursday 1-2-14	Thursday 4-24-15	0%	CPI - Greg Jones \$80,000	
13	Unit Testing Event Management	58.8 work days spanning 87 days	Monday 12-15-14	Thursday 3-12-15	0%	\$0	
14	CPI Unit Testing Event Management	58.8 work days spanning 87 days	Monday 12-15-14	Thursday 3-12-15	0%	CPI - Greg Jones \$0	10
15	System Testing Event Management	49.8 work days spanning 13 days	Thursday 3-12-15	Tuesday 3-24-15	0%	\$16,000	
16	System Testing Event Management	49.8 work days spanning 13 days	Thursday 3-12-15	Tuesday 3-24-15	0%	NHDoIT - John \$0	14
17	Milestone - Event Management	Milestone	Tuesday 3-24-15	Tuesday 3-24-15	0%	NHDCS - Keith \$0	16
	User Event Management	39.9 work days spanning 8 days	Tuesday 3-24-15	Wednesday 4-1-15	0%	\$16,000	
	UAT Testing Event Management	39.9 work days spanning 8 days	Tuesday 3-24-15	Wednesday 4-1-15	0%	NHDoIT - John \$0	17
	Milestone - UAT Event Management	Milestone	Wednesday 4-1-15	Wednesday 4-1-15	0%	NHDCS - Keith \$0	19
21	Deployment Event Management	65.4 work days spanning 22 days	Wednesday 4-1-15	Thursday 4-24-15	0%	\$16,000	
22	Deployment Event Management	5.4 work days spanning 1 day	Wednesday 4-1-15	Thursday 4-2-15	0%	NHDoIT - John \$0	20
23	Close Monitoring Event Management	60 work days spanning 22 days	Thursday 4-2-15	Thursday 4-24-15	0%	Aaron x - PM \$0	22
24	Milestone - Final Event Management	Milestone	Thursday 4-2-15	Thursday 4-2-15	0%	NHDCS - Keith \$0	22

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

Table 1-1K AFIS Fingerprint Capture Automation Project

October 31, 2013 at 9:55 AM

Project Report

Summary for: AFIS Fingerprint Capture Automation				8/2/13	180 Day Window	1/29/14
Start Date:	2/3/14	Tasks:	25	Cost To Date:	\$0	
End Date:	7/1/15	Action Items:	0	Cost To Go:	\$43,450	
% Done:	0%	Risks:	0	Total Cost:	\$43,450	

All Tasks for AFIS Fingerprint Capture Automation							
ID	Task Name	Work	Start	End	% Done	People & Cost	Predecessors
1	AFIS Fingerprint Capture Automation	229.9 work days spanning 514 days	Monday 2/3/14	Wednesday 7/1/15	0%	\$43,450	
2	Planning Phase	8.8 work days spanning 12 days	Monday 2/3/14	Friday 2/14/14	0%	\$8,690	
3	AFIS Fingerprint Capture Automation . Planning Phase	1.5 work days	Monday 2/3/14	Tuesday 2/4/14	0%	CPI - Greg Jones \$0	
4	Kickoff Meeting	1.5 work days	Monday 2/3/14	Tuesday 2/4/14	0%	CPI - Greg Jones \$0	3
5	Update Workplan	7.2 work days	Tuesday 2/4/14	Thursday 2/13/14	0%	CPI - Greg Jones \$0	
6	AFIS Fingerprint Capture Automation . Planning Phase	spanning 10 days					
7	Milestone - Planning Phase	Milestone	Friday 2/14/14	Friday 2/14/14	0%	NHDOS - Keith \$0	4
8	AFIS Fingerprint Capture Automation . Planning Phase						
9	Business Req./Funct. Design	60 work days spanning 88 days	Friday 2/14/14	Monday 5/12/14	0%	\$8,690	
10	AFIS Fingerprint Capture Automation	20 work days	Friday 2/14/14	Monday 3/17/14	0%	CPI - Greg Jones \$0	5
11	Functional Design Document	20 work days	Friday 2/14/14	Monday 3/17/14	0%	CPI - Greg Jones \$0	
12	AFIS Fingerprint Capture Automation . Business Req./	spanning 32 days					
13	Technical Design Document	40 work days	Monday 3/17/14	Monday 5/12/14	0%	CPI - Greg Jones \$0	7
14	AFIS Fingerprint Capture Automation . Business Req./	spanning 57 days					
15	Milestone - Design	Milestone	Monday 5/12/14	Monday 5/12/14	0%	NHDOS - Keith \$0	8
16	AFIS Fingerprint Capture Automation . Business Req./						
17	Development	30 work days spanning 30 days	Monday 5/12/14	Tuesday 6/10/14	0%	\$0	9
18	AFIS Fingerprint Capture Automation	10 work days	Monday 5/12/14	Tuesday 5/27/14	0%	CPI - Greg Jones \$0	
19	Software development	30 work days spanning 30 days	Monday 5/12/14	Tuesday 6/10/14	0%	\$0	
20	AFIS Fingerprint Capture Automation . Development	10 work days	Monday 5/12/14	Tuesday 5/27/14	0%	CPI - Greg Jones \$0	9
21	Database	10 work days	Monday 5/12/14	Tuesday 5/27/14	0%	CPI - Greg Jones \$0	
22	AFIS Fingerprint Capture Automation . Development .	spanning 16 days					
23	Procedures	20 work days	Monday 5/12/14	Tuesday 6/10/14	0%	CPI - Greg Jones \$0	9
24	AFIS Fingerprint Capture Automation . Development .	spanning 30 days					

2013-077 Exhibit I Work Plan

Initial All Pages:

Contractor's initials: KS Exhibit I

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT I
WORK PLAN**

Project Report

October 31, 2013 at 9:55 AM

All Tasks for AFIS Fingerprint Capture Automation							
ID	Task Name	Work	Start	End	% Done	People & Cost	Predecessors
14	Unit Testing	15.5 work days	Tuesday	Wednesday	0%		
	AFIS Fingerprint Capture Automation	spanning 22 days	6/10/14	7/2/14		\$8,690	
15	CPI/Morphotrak Unit Testing	15.5 work days	Tuesday	Wednesday	0%	CPI - Greg Jones	
	AFIS Fingerprint Capture Automation . Unit Testing	spanning 22 days	6/10/14	7/2/14		\$0	
16	Milestone - Unit Tested Software	Milestone	Wednesday	Wednesday	0%	NHDOS - Keith	15
	AFIS Fingerprint Capture Automation . Unit Testing		7/2/14	7/2/14		\$0	
17	System Testing	30 work days	Wednesday	Thursday	0%		
	AFIS Fingerprint Capture Automation	spanning 16 days	7/2/14	7/17/14		\$0	
18	System Testing Task	30 work days	Wednesday	Thursday	0%	NHDolT - John	15
	AFIS Fingerprint Capture Automation . System Testing	spanning 16 days	7/2/14	7/17/14		\$0	
	User Acceptance Testing	20.2 work days	Friday	Tuesday	0%		
	AFIS Fingerprint Capture Automation	spanning 11 days	5/29/15	6/9/15		\$8,690	
	UAT Testing Task	20.2 work days	Friday	Tuesday	0%	NHDolT - John	
	AFIS Fingerprint Capture Automation . User	spanning 11 days	5/29/15	6/9/15		\$0	
	Milestone - UAT	Milestone	Tuesday	Tuesday	0%	NHDOS - Keith	20
	AFIS Fingerprint Capture Automation . User		6/9/15	6/9/15		\$0	
22	Deployment	65.4 work days	Tuesday	Wednesday	0%		
	AFIS Fingerprint Capture Automation	spanning 23 days	6/9/15	7/1/15		\$8,690	
23	Deployment Task	5.4 work days	Tuesday	Wednesday	0%	NHDolT - John	21
	AFIS Fingerprint Capture Automation . Deployment	spanning 2 days	6/9/15	6/10/15		\$0	
24	Close Monitoring	60 work days	Wednesday	Wednesday	0%	Acronix - PM	23
	AFIS Fingerprint Capture Automation . Deployment	spanning 22 days	6/10/15	7/1/15		\$0	
25	Milestone - Final	Milestone	Wednesday	Wednesday	0%	NHDOS - Keith	23
	AFIS Fingerprint Capture Automation . Deployment		6/10/15	6/10/15		\$0	

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT J
LICENSE AND RELATED ITEMS**

1. LICENSE GRANT

Computer Projects of Illinois grants the State a royalty-free, nonexclusive, perpetual, unlimited and irrevocable license to reproduce, publish, and use, and to authorize others to use, the Software 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, Computer Projects of Illinois must make the Software Courts Interface available at no cost to any user accessing the J-One system via Computer Projects of Illinois Software. Computer Projects of Illinois 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 Computer Projects of Illinois'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 Computer Projects of Illinois.

4. VIRUSES

Computer Projects of Illinois 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, Computer Projects of Illinois will use reasonable efforts to test the Software for viruses. Computer Projects of Illinois 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, Computer Projects of Illinois shall provide a master copy for comparison with and correction of the State's copy of the Software. Computer Projects of Illinois will also prevent backdoor component from gaining access to the software.

5. AUDIT

Upon forty-five (45) days written notice, Computer Projects of Illinois may audit the State's use of the programs at Computer Projects of Illinois's sole expense. The State agrees to cooperate with Computer

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT J
LICENSE AND RELATED ITEMS**

Projects of Illinois's audit and provide reasonable assistance and access to information. The State agrees that Computer Projects of Illinois shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Computer Projects of Illinois's audit rights are subject to applicable State and federal laws and regulations.

6. FUTURE COMPATIBILITY

Computer Projects of Illinois licensed end users who utilize the Software and implement the Software Courts Interface will be provided support and updates for the Software and the Software Courts Interface in accordance with the end user's current Computer Projects of Illinois 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

1 WARRANTIES

1.1 Software and System

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

1.2 Non-Infringement

Computer Projects of Illinois 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 Computer Projects of Illinois Software infringes their intellectual property rights, Computer Projects of Illinois shall defend and indemnify the State against the claim provided that the State:

- 1.2.1 Promptly notifies Computer Projects of Illinois in writing, not later than 30 days after the State receives actual written notice of such claim;
- 1.2.2 Gives Computer Projects of Illinois control of the defense and any settlement negotiations; and
- 1.2.3 Gives Computer Projects of Illinois 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 Computer Projects of Illinois believes or it is determined that any of the Computer Projects of Illinois Software or its associated user Documentation may have violated someone else's intellectual property rights, Computer Projects of Illinois may, in its sole discretion, choose to either modify the Computer

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT K**

WARRANTY AND WARRANTY SERVICES

Projects of Illinois 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, Computer Projects of Illinois may end the license, and require return of the applicable Computer Projects of Illinois Software and its associated user Documentation and refund all license fees the State has paid Computer Projects of Illinois under the Contract. Computer Projects of Illinois will not indemnify the State if the State alters the Computer Projects of Illinois Software or its associated user Documentation without Computer Projects of Illinois's consent or uses it outside the scope of use identified in Computer Projects of Illinois's user Documentation or if the State uses a version of the Computer Projects of Illinois Software which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Computer Projects of Illinois Software which was provided to the State at no additional cost. Computer Projects of Illinois 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 Computer Projects of Illinois. Computer Projects of Illinois will not indemnify the State to the extent that an infringement claim is based upon the combination of any Computer Projects of Illinois Software with any products or services not provided by Computer Projects of Illinois, without Computer Projects of Illinois's consent.

1.3 Viruses; Destructive Programming

Computer Projects of Illinois shall warrant that the Software does not contain viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.4 Compatibility

Computer Projects of Illinois shall warrant that the Software Interface, including any upgrade provided by Computer Projects of Illinois, shall operate with the Software 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 Software user is maintaining Software maintenance.

2 SERVICE WARRANTY

2.1 Services

Computer Projects of Illinois 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 tesoftware of the Contract.

2.2 Personnel

Computer Projects of Illinois 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.

2013-077 Exhibit K WARRANTY AND WARRANTY SERVICES

Initial All Pages:

Contractor's initials: KS

Exhibit K

Page 73 of 77

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077**

EXHIBIT K

WARRANTY AND WARRANTY SERVICES

3 WARRANTY SERVICES

- 3.1** Computer Projects of Illinois 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, 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, tesoftware, 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, tesoftware, and requirements of the Contract;

3.1.3 Computer Projects of Illinois 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, Computer Projects of Illinois 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 Computer Projects of Illinois 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 Computer Projects of Illinois in accordance with Computer Projects of Illinois'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).

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT K

WARRANTY AND WARRANTY SERVICES

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.

4 WARRANTY PERIOD

The Warranty Period for the projects identified under this contract shall be as follows, after which time the State may purchase maintenance under a separate contract as outlined in **Appendix G**.

- A. **Statistical Data** -- One (1) year from the date of final system acceptance, annualized to July 1.
- B. **Corrections Data "Hotfile"** -- One (1) year from the date of final system acceptance, annualized to July 1.
- C. **Master Name Index** -- One (1) year from the date of final system acceptance of DOS J-One 2009-026, annualized to July 1.
- D. **Criminal Justice Audit Software** -- Effective until July 1, 2014.
- E. **DMV Integration (eCitation)** -- One (1) year from the date of final system acceptance, annualized to July 1.
- F. **UCT Administrative Application** -- Ninety (90) days from the date of final system acceptance, annualized to July 1.
- G. **Complaints Interface** -- Effective until last RMS/JMS interface completed, or end date of contract, whichever occurs first.
- H. **Event Management** -- One (1) year from the date of final system acceptance, annualized to July 1.
- I. **NH SAVIN** -- One (1) year from the date of final system acceptance, annualized to July 1.
- J. **Multiple Charges on Complaint Change Order** -- One (1) year from the date of final system acceptance of DOS J-One 2009-026, annualized to July 1.
- K. **AFIS Fingerprint Capture Automation** - One (1) year from the date of final system acceptance, annualized _____ to _____ July _____ 1.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
EXHIBIT L
TRAINING SERVICES

Computer Projects of Illinois shall provide the following Training Services.

1 Training

Agency (customer) education will not be required under this contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
J-ONE CPI SYSTEM DEVELOPMENT
CONTRACT 2013-077
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

2013-077 Exhibit M Certificates and Attachments

Initial All Pages:

Contractor's Initials KS

Exhibit M

Page 77 of 77

MEMORANDUM OF ACTION TAKEN AS OF
NOVEMBER 1, 2013
BY THE BOARD OF DIRECTORS OF
COMPUTER PROJECTS OF ILLINOIS, INC.

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

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

RESOLVED, that this Corporation shall enter into a contract with the State of New Hampshire, acting through its Department of Safety, for the provision of computer programming services.

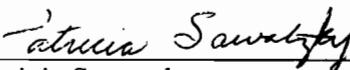
FURTHER RESOLVED, Kevin Sawatzky, as Chief Executive Officer of the Corporation, is authorized on behalf of the Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

2. This Memorandum of Action may be signed in one or more counterparts, all of which together constitute a single document. A facsimile signature on any copy of this Memorandum of Action will be considered the same as an original signature.

3. No further action is taken.



Lorne Sawatzky



Patricia Sawatzky

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

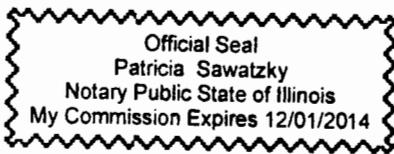
Bolingbrook, Illinois

CERTIFICATE OF SECRETARY

The undersigned, does hereby certify that Patricia Sawatzky is the duly elected, qualified and existing Secretary of COMPUTER PROJECTS OF ILLINOIS, INC., a Corporation organized and existing under the laws of the State of Illinois (the "Corporation"). On November 1, 2013, there were adopted by all of the members of the Board of Directors of the Corporation resolutions which are still in full force and effect, and have not been modified or otherwise limited, a true and correct copy of which, bearing my signature, is attached hereto.

Dated: November 1, 2013

COMPUTER PROJECTS OF ILLINOIS, INC.



By: Patricia Sawatzky
Patricia Sawatzky, Secretary

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMPUTER PROJECTS OF ILLINOIS, INC. a(n) Illinois corporation, is authorized to transact business in New Hampshire and qualified on January 26, 1998. 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 30th day of April, A.D. 2013

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

William M. Gardner
Secretary of State



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

COMPUTER PROJECTS OF ILLINOIS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JANUARY 17, 1989, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1300900508

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 9TH day of JANUARY A.D. 2013 .

Jesse White

SECRETARY OF STATE

