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

**Denis Goulet**  
*Commissioner*

January 12, 2018

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

**Requested Action**

Authorize the Department of Information Technology, on behalf of the Department of Safety, Division of State Police (NHSP), to enter into a **sole source, retroactive** contract with Valor Systems, Inc. (VC #254808) of Naperville, IL, in the amount of \$653,728.00 for the purpose of providing support and maintenance of Valor IMS, inclusive of Computer Aided Dispatch, Records Management and Mobile Client systems. Effective upon Governor and Council approval retroactively to September 1, 2017, through August 31, 2019.

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

<b>CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME -ACCTG UNIT NAME CLASS -OBJECT -ACCOUNT DESC</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>TOTAL AMOUNT</b>
01-03-03-030010-76230000- DoIT-IT for DOS 038-509038 Agency Application Software Job Number - 03230093	\$321,900	\$331,828	\$653,728

**Explanation**

The contract is **sole source** as Valor Systems Inc. provides proprietary systems for which they maintain exclusive support and maintenance rights. Valor Systems, Inc. has provided New Hampshire State Police (NHSP) with its Valor IMS systems for Computer Aided Dispatch, Records Management and Mobile since 2008. This platform serves as the primary information system to support NHSP daily operations and is the system of record to document their responses to events.

The contract is **retroactive** to September 1, 2017, due to a change in staffing at the Department of Safety that affected the Department's ability to complete a timely procurement process. This two year contract, for support and maintenance, is designed to provide services to the NHSP organization for its existing RMS/CAD system while they complete a competitive procurement process. The NHSP has begun this process by issuing an RFI to validate that the market place can provide a suitable replacement for the Valor system. Vendor presentations were held in late October 2017. NHSP is currently working with DoIT to issue an RFP.

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

Respectfully submitted,



Denis Goulet

DG/kaf  
DoIT #2018-112  
RID: 31541

cc: Scott Hopkins, IT Manager, DOIT



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[www.nh.gov/doi](http://www.nh.gov/doi)

**Denis Goulet**  
*Commissioner*

January 16, 2018

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source retroactive contract with Valor Systems Inc., of Naperville, IL as described below and referenced as DoIT No. 2018-112.

The purpose of this request is to enter into a contract with Valor Systems Inc. to provide the Department of Safety with support and maintenance of Valor IMS, inclusive of Computer Aided Dispatch, Records Management and Mobile Client systems.

The amount of the contract is a firm fixed price of \$653,728.00, and shall become effective retroactively to September 1, 2017 through August 31, 2019 upon Governor and Executive Council approval.

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

Sincerely,

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

Denis Goulet

DG/kaf  
DoIT #2018-112  
RID: 31541

cc: Scott Hopkins, IT Manager, DoIT

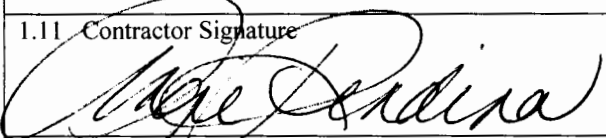

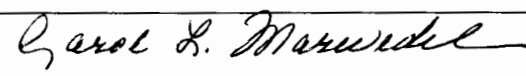
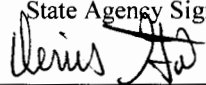
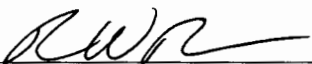
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive Concord NH 03305	
1.3 Contractor Name Valor Systems Inc.		1.4 Contractor Address 50 S. Main Street Ste 200 Naperville, IL 60540	
1.5 Contractor Phone Number (630) 323-1911	1.6 Account Number 01-03-03-030010-76230000 038-509038 Job Number - 03230093	1.7 Completion Date August 31, 2019	1.8 Price Limitation \$653,728.00
1.9 Contracting Officer for State Agency Denis Goulet, Commissioner		1.10 State Agency Telephone Number (603) 223-5703	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory ANGIE RENDINA, PRESIDENT	
1.13 Acknowledgement: State of <u>ILLINOIS</u> , County of <u>DuPage</u> On <u>January 12, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace CAROL L. MARWEDEL			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Denis Goulet Commissioner & CIO	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>1/19/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials AD  
Date 1/12/18

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
VALOR IMS (CAD, RMS, MOBILE) SUPPORT AND MAINTENANCE  
CONTRACT 2018-112  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
VALOR IMS (CAD, RMS, MOBILE) SUPPORT AND MAINTENANCE  
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PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

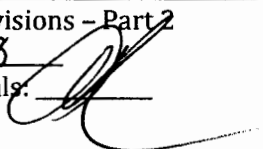
**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed..
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System.
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network.
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document.
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system.
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal Process for initiating changes to the proposed solution or process once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract.
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i> .
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Agreement</b>	The documentation consisting of both the P-37 Agreement, Contract Agreement - IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement,

2018-112 IT Provisions - Part 2

Date: 1/12/18


Contractor's Initials: 

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
VALOR IMS (CAD, RMS, MOBILE) SUPPORT AND MAINTENANCE  
CONTRACT 2018-112  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

	Section 1.1).
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
<b>&lt;CONTRACTOR&gt;</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Contracted Vendor/Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire.
<b>Custom Software</b>	Software developed by the Vendor specifically for this project for the State of New Hampshire.
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
<b>Data Breach</b>	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted non-public data.
<b>DBA</b>	Database Administrator
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State.
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file.
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive

2018-112 IT Provisions – Part 2

Date: 11/2/18

Contractor's Initials 

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
VALOR IMS (CAD, RMS, MOBILE) SUPPORT AND MAINTENANCE  
CONTRACT 2018-112  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

	Council of the State of New Hampshire approves the Contract.
<b>Encryption</b>	Supports the transformation of data for security purposes.
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract.
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Harvest</b>	Software to archive and/or control versions of software.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system.
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>Key Project Staff</b>	Personnel identified by the State and by Contractor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day,

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	Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project.
<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance.
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network.
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance

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	of Services and other Project events and activities under the Contract.
<b>Service Level Agreement (SLA)</b>	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by the Vendor during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract.
<b>Software Deliverables</b>	The COTS Software provided under this Contract and any Enhancements.
<b>Software License</b>	Licenses provided to the State under this Contract.
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Information Technology 27 Hazen Drive Concord, NH 03301 Reference to the term "State" shall include applicable agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u> .
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year.
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for

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	review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Sub Contractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement.
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Transition Services</b>	Services and support provided when Contractor is migrating and supporting System changes.
<b>UAT</b>	User Acceptance Test.
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization.
<b>Vendor/ Contracted Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network.
<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development.
<b>Warranty Releases</b>	Code releases that are done during the Warranty Period.
<b>Warranty Period</b>	A period of coverage during which Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project

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	Manager.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Information Technology on behalf of the Department of Safety, and Valor Systems, Inc., an Illinois Corporation, Valor Systems, Inc., having its principal place of business at 50 S. Main Street Ste200 Naperville, IL 60540.

**RECITALS**

The State desires to have Valor Systems Inc. provide support and maintenance of Valor IMS, inclusive of Computer Aided Dispatch, Records Management and Mobile systems.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 CONTRACT DOCUMENTS**

This Contract Agreement (2018-112) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provisions
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
  - Exhibit A- Contract Deliverables
  - Exhibit B- Price and Payment Schedule
  - Exhibit C- Special Provisions
  - Exhibit D- Administrative Services
  - Exhibit E- Warranties
  - Exhibit F- Contractor Quote/Proposal, by Reference
  - Exhibit G- Certificates and Attachments

**1.2 ORDER OF PRECEDENCE**

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

- a. State of New Hampshire, Department of Information Technology, Contract Agreement 2018-112, including Parts 1, 2, and 3.
- b. Vendor Maintenance and Support Agreement dated September 1, 2017, (Exhibit F)

**2. CONTRACT TERM**

The Contract and all obligations of the parties hereunder shall become effective retroactive to September 1, 2017 (“Effective Date”) 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.



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The Contract shall begin on the Effective Date and extend through August 31, 2019.

The Contractor shall commence work upon issuance of a Notice to Proceed by the State.

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

**3. COMPENSATION**

**3.1 CONTRACT PRICE**

The Contract Price is identified in Part 1, P37, block 1.8 Price Limitation. Method of payment and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

**3.2 NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The Contractor shall not be responsible for any delay, act, or omission of such other vendors, except that the Contractor shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

**4. CONTRACT MANAGEMENT**

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

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**4.1 THE CONTRACTOR'S CONTRACT MANAGER**

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

Angie Rendina  
President  
50 S. Main Street STE 200  
Naperville, IL 60540  
Tel: 630-323-1911 x 333  
Email: arendina@valorsystems.com

**4.2 STATE CONTRACT MANAGER**

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

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

**4.3 REFERENCE AND BACKGROUND CHECKS**

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and The Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: *Use of State's Information, Confidentiality.*

**5. DELIVERABLES**

**5.1 THE CONTRACTOR'S RESPONSIBILITIES**

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

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

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**5.2 DELIVERABLES AND SERVICES**

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Contract, and as more particularly described in Contract Exhibit A: Contract Deliverables. Upon its submission of a Deliverable or Service, the Contracted Vendor represents that it has performed its obligations under the Contract associated with the Deliverable or Services. State recognizes that this is a continuation of the existing maintenance and support on the currently functioning product in use by the State.

**6. SOFTWARE**

The Contractor shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit F: *Contractor Quote/Proposal by Reference*.

**7. SERVICES**

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

**7.1 ADMINISTRATIVE SERVICES**

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

**7.2 MAINTENANCE AND SUPPORT SERVICES**

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

**7.3 WARRANTY SERVICES**

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

**8. INTELLECTUAL PROPERTY**

**8.1 SOFTWARE TITLE**

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

**8.2 STATE'S DATA AND PROPERTY**

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

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**8.3 CONTRACTOR'S MATERIALS**

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

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

**8.4 CUSTOM SOFTWARE SOURCE CODE**

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

**8.5 SURVIVAL**

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

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

**9.1 USE OF STATE'S INFORMATION**

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

**9.2 STATE CONFIDENTIAL INFORMATION**

The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

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Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

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

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

**9.3 CONTRACTOR CONFIDENTIAL INFORMATION**

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

**9.4 SURVIVAL**

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

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**10. LIMITATION OF LIABILITY**

**10.1 STATE**

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

**10.2 CONTRACTOR**

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

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 9: *Use of State's Information, Confidentiality*, which shall be unlimited.

**10.3 STATE'S IMMUNITY**

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

**10.4 SURVIVAL**

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

**11. TERMINATION**

This Section 11 shall survive the termination or Contract Conclusion.

**11.1 TERMINATION FOR DEFAULT**

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

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

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

- a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate

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the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

- b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor.
- c. Set off against any other obligations the State may owe to the Vendor.
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

11.1.2 The Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days. If the breach is not cured then Contractor may pursue any of its remedies at law or in equity, or both.

**11.2 TERMINATION FOR CONVENIENCE**

11.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by ninety (90) days written notice to the Contractor. In the event of a termination for convenience, the State shall not receive a refund on the semi-annual maintenance and support fee already paid. Valor requires a payment six (6) months in advance in order to put the systems in place to support 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.

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

**11.3 TERMINATION FOR CONFLICT OF INTEREST**

11.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of

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applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

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

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

**11.4 TERMINATION PROCEDURE**

- 11.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 11.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
  - b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
  - c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;
  - d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
  - e. Provide written Certification to the State that the Contractor has surrendered to the State all said property; and
  - f. Assist in Transition Services, as reasonably requested by the State. Vendor shall provide up to eight (8) hours of the aforesaid service at no charge to the State after which, the hourly rate in Part 3, Table 2 *Valor Systems Inc. Hourly Rates Pricing Worksheet* of this Agreement shall apply.



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**12. CHANGE OF OWNERSHIP**

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

**13. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

13.1 The Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

13.2 The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any event of default of the provisions of the contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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

**14. DISPUTE RESOLUTION**

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

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the

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parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>Valor Systems, Inc.</b>	<b>STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	Angie Rendina President	Kevin Connor State Project Manager (PM)	5 Business Days
<b>First</b>	John Reilly Chief Technology Officer	Scott Hopkins IT Leader	10 Business Days
<b>Second</b>	William Rendina Chief Visionary Officer	Denis Goulet Department of Information Technology, Commissioner	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. Subsequent allotted time is days from the date that the original Invoking Party’s notice is received by the other party.

**15. REQUIRED WORK PROCEDURES**

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

**15.1 COMPUTER USE**

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

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- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if the Contractor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

**15.2 EMAIL USE**

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

**15.3 INTERNET/INTRANET USE**

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

**15.4 REGULATORY GOVERNMENT APPROVALS**

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

**16. GENERAL PROVISIONS**

**16.1 INSURANCE CERTIFICATE**

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

**16.2 EXHIBITS**

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

**16.3 VENUE AND JURISDICTION**

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

**16.4 SURVIVAL**

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The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit D Section 5: Records Retention and Access Requirements, Exhibit D Section 6: Accounting Requirements, and General Provisions-Section 9: Use of State's Information, Confidentiality and General Provisions- Section 11: Termination which shall all survive the termination of the Contract.

**16.5 FORCE MAJEURE**

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

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

**16.6 NOTICES**

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

TO VALOR SYSTEMS INC.  
ANGIE RENDINA  
50 S. MAIN STREET STE 200  
NAPERVILLE, IL 60540  
TEL: (630) 323-1911 X333  
E.MAIL: ARENDINA@VALORSYSTEMS.COM

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

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**1. PROJECT OVERVIEW**

This Maintenance and Support Agreement (this "Agreement") is by and between Valor Systems, Inc. and New Hampshire Department of Information Technology on behalf of the New Hampshire Department of Safety ("NHSP"), for Valor Systems Inc. to provide support and maintenance of Valor IMS, inclusive of 30 Computer Aided Dispatch licenses, 30 E911 Plug in positions, 30 State/NCIC Interface to Open Fox positions, Mapping (Third party) Plug in, State IBRS Plug In, Unlimited Records Management Site License and 400 Mobile Client system Licenses.

**2. STATEMENT OF WORK**

The support and maintenance requirements are more fully described in Exhibit G Attachment 1. Requirements include, but are not limited to, the following provision:

**2.1 System Maintenance**

Valor Systems, Inc. shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date. Valor Systems, Inc. will not be responsible for maintenance or support for Software developed or modified by the State.

Valor Systems, Inc. shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost. Contractor has and will continue to maintain Version 8 per State request through August 31, 2019, with State having no desire to upgrade to Version 9. State acknowledges that Contractor will not be providing enhancements to Version 8.

**2.2 System Support**

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

Valor Systems, Inc. shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week, three hundred sixty five (365) days a year by calling 888-VALOR911.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following. New Hampshire and appropriate Valor Systems, Inc. staff will mutually determine an issue's priority classification.

- a. **Severity Level 1** is defined as urgent situations, when any part, portion, or module of Valor IMS is down and New Hampshire is unable to use the system. Upon notification of a severity level 1 problem, Valor Systems Inc. will make every attempt to respond as soon as possible with the expectation that the response be within 15 minutes. Valor

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Systems Inc. will resolve Severity Level 1 problems within four hours unless Valor Systems Inc. has notified New Hampshire of the reason for the delay and New Hampshire approves the delay. Problems of this severity may require an emergency installation of a fix at the earliest possible time. When logging a severity 1 problem, the person logging the problem should utilize all means possible to contact someone at Valor Systems Inc., not stopping until they have personally spoken with someone from Valor Systems Inc. regarding the issue. We encourage the use of the support email notification, but at this severity level we do not want to rely on this as the only means of notification.

- b. Severity Level 2** is defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation. Valor IMS may be operational but is severely restricted (for example, credentials cannot be opened). Upon notification of a severity level 2 problem, Valor Systems Inc. will make every attempt to respond as soon as possible with the expectation that the response be within 30 minutes. Valor Systems Inc. will resolve Severity Level 2 problems within six hours unless Valor Systems Inc. has notified New Hampshire of the reason for the delay and New Hampshire approves the delay. Problems of this severity may require an emergency installation of a fix but may be able to be postponed until non-peak usage times.
- c. Severity Level 3** is defined as a minor problem that exists with Valor IMS but the majority of the functions are still usable and some circumvention may be required to provide service. Valor Systems Inc. will resolve Severity Level 3 problems as quickly as possible, which on average should not exceed thirty business days. Problems of this severity are generally held for future releases and do not warrant a special installation to fix them.
- d. Severity Level 4** is defined as a very minor problem or question that does not affect Valor IMS function (for example, the text of a message is worded poorly or misspelled). Valor Systems Inc. will work with New Hampshire to determine the appropriate turn-around time for Severity Level 4 problems. Problems of this severity are generally held for future releases and do not warrant a special installation to fix them.
- e. Unusual Circumstances:** Any issue/problem that may possibly endanger New Hampshire technical environment will receive immediate remedial action from Valor Systems Inc. technical support staff with immediate notification to the New Hampshire IT staff.

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**2.3 Support Obligations and Terms**

2.3.1 Valor Systems, Inc. shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

2.3.2 Valor Systems, Inc. shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State.

2.3.3 For all maintenance Services calls, Valor Systems, Inc. shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by.

2.3.4 Valor Systems, Inc. must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

2.3.5 If Valor Systems, Inc. fails to correct a Deficiency within the allotted period of time stated above, Valor Systems, Inc. shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 11.1.1.

2.3.6 If Valor Systems, Inc. fails to correct a Deficiency within the allotted period of time stated above, Valor Systems, Inc. shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 8: *Event of Default/Remedies*.

2.3.7 Valor Systems, Inc. as part of Transition Services shall support the State of New Hampshire in any data conversion to a replacement CAD, RMS or Mobile system in the future to include but not limited to:

- Providing Data Dictionaries
- Providing Data Exports
- Assisting with data extracts to 3<sup>rd</sup> party test environments, user acceptance test environments and production environments.
- Provide prompt research and response to data extract issues.

Valor Systems, Inc. shall provide up to eight (8) hours of the aforesaid service at no charge to the State after which, the hourly rate in Part 3, Table 2 of this Agreement shall apply.

2.3.8 The New Hampshire Department of Safety Team will be responsible for the user acceptance test new program updates, general maintenance releases, selected functionality

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releases and patches before the code is moved to production. The New Hampshire Department of Safety Team will also approve releases and updates to the production environment.



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PART 3 - EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**1. PAYMENT SCHEDULE**

This is a Firm Fixed Price (FFP) Contract totaling \$653,728 for the period between the Effective Date through 8/31/2019. Valor Systems, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Valor Systems, Inc. to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below.

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

Maintenance and Support Services	Year 1		Year 2		TOTAL
	Semi-annual Payments		Semi-annual Payments		
	09/01/2017 - 02/28/2018	03/01/2018 - 08/31/2018	09/01/2018 - 02/28/2019	03/01/2019 - 08/31/2019	
Valor IMs (CAD, RMS, Mobile) Maintenance and Support (excluding J-One items)	\$160,950	\$160,950	\$165,914	\$165,914	\$653,728

**Table 2: Valor Systems Inc. Hourly Rates Pricing Worksheet**

The below hourly rates will apply to Programmer Services:

Table 2 - Valor Systems Inc. Hourly Rates Pricing Worksheet		
Contract Period	09/1/2017 - 8/31/2018	09/1/2018 - 8/31/2019
Hourly Charges	\$210.00	\$225

**2. 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 the price limitation in block 1.8 of the P-37 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Valor Systems, Inc. for all fees and expenses, of whatever nature, incurred by Valor Systems, Inc. in the performance hereof.

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

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**3. INVOICING**

The state shall pay for maintenance and support services semiannually as identified in Part 3 – Exhibit B Table 1: Maintenance, and Support Pricing Worksheet within thirty (30) of the start of the service.

Valor Systems, Inc. shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State’s prior written approval, which shall not be unreasonably withheld. Valor Systems, Inc. shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought.

Invoices shall be sent to:

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

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

Valor Systems Inc.  
50 S. Main Street Ste 200  
Naperville, IL 60540

**5. OVERPAYMENTS TO Valor Systems, Inc.**

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

**6. CREDITS**

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

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PART 3 - EXHIBIT C  
SPECIAL PROVISIONS**

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

1. Form P-37 General Provisions Paragraph 8. EVENT OF DEFAULT/REMEDIES, sub paragraph 8.2.3 is replaced with the following verbiage:

Set off against any other obligations the State may owe to the Contractor.

2. Form P-37 General Provisions Paragraph 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS is replaced with the following verbiage:

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. The State shall not unreasonably withhold such consent. Any such assignment, either voluntarily or through operation of law, which is effected without the State's consent shall be null and void. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

3. Form P-37 General Provisions Paragraph 13. INDEMNIFICATION is replaced with the following verbiage:

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

4. Form P-37 General Provisions Paragraph 17. NOTICE is replaced with the following verbiage:

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 a commercially recognized overnight carrier or certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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PART 3 - EXHIBIT D  
ADMINISTRATIVE SERVICES**

**1. TRAVEL EXPENSES**

For the purpose of maintenance and support for Version 8, Valor Systems, Inc. shall assume all reasonable travel and related expenses. All labor rates will be “fully loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**2. SHIPPING AND DELIVERY FEE EXEMPTION**

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

**3. ACCESS/COOPERATION**

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

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

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

The Valor Systems, Inc. shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this RFP. Upon expiration or termination of the Contract with the State, the Valor Systems, Inc. shall turn over all State-owned documents, material, reports, and work in progress relating to this RFP to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

**5. RECORDS RETENTION AND ACCESS REQUIREMENTS**

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

Valor Systems, Inc. and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Valor Systems, Inc. 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.

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

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Valor Systems, Inc.'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.

**6. ACCOUNTING REQUIREMENTS**

Valor Systems, Inc. shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and Valor Systems, Inc. shall maintain records pertaining to the Services and all other costs and expenditures.

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PART 3 - EXHIBIT E  
WARRANTIES**

**1. WARRANTIES**

**1.1 System**

Valor Systems, Inc. warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

**1.2 Software**

Valor Systems, Inc. warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the Support and Maintenance provisions, the State's remedy, and Valor Systems, Inc.'s entire liability, shall be: (a) the correction of program errors that cause breach of the warranty; (b) or if Valor Systems, Inc. cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the remaining maintenance and support fees paid to Valor Systems, Inc.

**1.3 Non-Infringement**

Valor Systems, Inc. warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

**1.4 Viruses; Destructive Programming**

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

**1.5 Compatibility**

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

**1.6 Services**

Valor Systems, Inc. warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards

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PART 3 - EXHIBIT E  
WARRANTIES**

and that Services will comply with performance standards, Specifications, and terms of the Contract.

**1.7 Personnel**

Valor Systems, Inc. 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.

**1.8 Breach of Data**

The Contractor shall be solely liable for costs associated with any Breach of State Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

**2. WARRANTY PERIOD**

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

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DEPARTMENT OF INFORMATION TECHNOLOGY  
VALOR IMS (CAD, RMS, MOBILE) SUPPORT AND MAINTENANCE  
CONTRACT 2018-112  
PART 3 - EXHIBIT F  
CONTRACTOR QUOTE/PROPOSAL, BY REFERENCE**

1. Valor Systems, Inc. Proposal dated September 1, 2017 is hereby incorporated by reference as fully set forth below.
2. Order of precedence in the event of conflict or ambiguity among any of the text of the Contract Documents is established as described in Part 2 Section 1.2 *Order of Precedence*.

**CONTRACTOR QUOTE/PROPOSAL  
MAINTENANCE AND SUPPORT AGREEMENT**

This Maintenance and Support Agreement (this "Agreement") dated September 1, 2017 is by and between Valor Systems, Inc., an Illinois corporation ("VALOR"), having a place of business at 50 S. Main Street, Ste 200, Naperville, IL 60540 and New Hampshire Department of Safety ("NHSP"), a New Hampshire state government entity, having a place of business at 33 Hazen Drive, Concord, NH 03305.

**NOW THEREFORE**, the parties agree as follows:

**I. Time Period**

1. The Maintenance term begins September 1, 2017 and extends for a period of two years (September 1, 2017-August 31, 2019).
2. This Agreement will automatically terminate on August 31, 2019 and Valor will not be obligated to provide any further maintenance and support after said date.

**II. Price**

1. The cost of this Maintenance and Support Agreement for Valor's Incident Management System Version 8.

**Valor IMS (CAD, RMS, Mobile)**

9/1/17-8/31/18	\$321,900
9/1/18-8/31/19	\$331,828

2. Maintenance and Support covers all NHSP copies of Valor's software. Should additional products or dispatch positions be purchased, this sum will be subject to change.
3. Maintenance is billed semi-annually ninety (90) days in advance and must be paid within thirty (30) days of invoice date. VALOR shall have no obligation to provide services or products if NHSP is in default of its payment obligations.
4. Annual maintenance charges will be based on the number of Authorized copies of client software licenses and software interfaces in effect at the beginning of the maintenance period.



**STATE OF NEW HAMPSHIRE  
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5. If NHSP is not under Maintenance and Support, restoration of Maintenance and Support status and receipt of any upgrades is conditioned upon payment of 100% of the amount NHSP would have been charged had the NHSP been on Maintenance and Support.

**Scope of Service**

1. Support includes telephone support which is available to NHSP seven (7) days a week, twenty- four (24) hours a day, 365 days a year, by calling 888-VALOR911. Support also includes upgrades and enhancements as they are released.
2. Valor shall provide Remote access diagnosis and/or repair of Valor's Incident Management System (Version 8), and will use remote access before providing on-site support. Valor shall notify NHSP dispatcher at 603-223-3825 prior to and after remotely accessing any component of the system.

Valor will be responsible for coordinating any on-site support arrangements with the Support Services RMS Administrator and the contracting office.

3. Maintenance includes all no chargeable upgrades and enhancements to the Valor IMS Version 8 System and interfaces included in VALOR's standard product offering during the annual period covered by the Maintenance and Support Agreement.
4. VALOR shall not be responsible for delays or the inability to provide service if caused directly or indirectly by strikes, accidents, war, embargoes, acts of God, or other events beyond its control.
5. Valor shall obtain and maintain all necessary certification for authorized access to NHSP's networks which include background checks.

**NHSP Responsibility**

1. NHSP will assume responsibility for distribution of all upgrades and enhancements. Only the exact number of modules previously purchased may be upgraded, and all modules purchased must be upgraded at the same time.
2. With respect to any third-party software or hardware that may be delivered by VALOR as part of this Agreement, NHSP will be responsible for any extended warranty, maintenance and support fees, and/or license compliance, unless otherwise stated in writing. VALOR will pass through any available manufacturer warranties.
3. NHSP agrees to provide remote access to the VALOR server for troubleshooting/testing, upgrading and auditing purposes. Additionally, the NHSP agrees to assist VALOR in troubleshooting/testing, upgrading, and auditing.
4. Damage, interruption or degradation caused to the system by the NHSP or a third-party vendor is not covered by this Maintenance and Support Agreement and the cost of providing support to correct such damage, interruption or degradation will be billed to the NHSP by VALOR according to the then published time and material rate schedule including reasonable travel and expenses, if applicable.

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5. The NHSP is fully responsible for backing up its data. VALOR assumes no responsibility for backing up NHSP data and cannot be held liable for any loss of NHSP data under any circumstances. NHSP is encouraged to use an Uninterruptible Power Supply (UPS) system to protect against power interruptions.

**Audits**

1. VALOR has equipped all of its major software components so that all services and usage levels, including both the installed features and the number of activated dispatch positions (both landline and wirelessly enabled) on the system, can be remotely reviewed and audited. It is not permissible to alter or otherwise impair this capability.
2. VALOR will periodically audit all systems. Should any such audit identify services not contracted for or activated clients in excess of Authorized Clients, then NHSP will be obligated to pay for those additional services or usage at the current contract purchase and maintenance rates as if they had been contracted for at the beginning of the current maintenance period or the date of the last audit whichever is later. VALOR reserves the right to bill for such unauthorized use at 150% of the normally contracted rate if it believes such use has been deliberate and/or abusive.

**Limitation of Liability**

Notwithstanding any other provision in this Agreement, VALOR's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price paid or to be paid by NHSP under this Agreement for maintenance services for a twelve-month period. IN NO EVENT WILL VALOR BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE PROVIDED UNDER THIS AGREEMENT, OR THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. This Limitation of Liability provision shall survive the expiration or termination of this Agreement.

This agreement supersedes any prior written or oral understanding between the parties regarding maintenance of the system components, and may not be modified except by written agreement signed by an officer of the company. No other warranties, express or implied, including warranty of merchantability shall apply to service labor, components or parts.

**Accepted By:**

**Valor Systems, Inc.**

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

Name: Angie Rendina

Title: President

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

1/12/18

**New Hampshire Department of Safety**

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

Name: \_\_\_\_\_

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

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
VALOR IMS (CAD, RMS, MOBILE) SUPPORT AND MAINTENANCE  
CONTRACT 2018-112  
PART 3 - EXHIBIT G  
CERTIFICATES AND ATTACHMENTS**

Attached are:

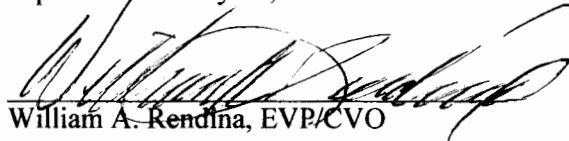
- A.** Contractor's Certificate of Vote/Authority
- B.** Contractor's Certificate of Good Standing
- C.** Contractor's Certificate of Insurance
- D.** Attachment 1 Requirements

CERTIFICATE OF VOTE

I, William A. Rendina, do hereby represent and certify that:

- (1) I am EVP/CVO of Valor Systems, Inc., an Illinois corporation (the "Corporation").
- (2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on November 15, 2017, which meeting was duly held in accordance with Illinois law and the by-laws of the Corporation.
- (5) The signature of Angie M. Rendina, President of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.
- (7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as Executive Vice President of the Corporation January 12, 2018.

  
William A. Rendina, EVP/CVO


STATE OF ILLINOIS

COUNTY OF DUPAGE

On this the 12 day of January, 2018, before me,

William A. Rendina, personally appeared and acknowledged himself to be the EVP/CVO, of Valor Systems, Inc., an Illinois corporation, and that he, as such being authorized to do so, executed the foregoing instrument.

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

  
Notary Public/Justice of the Peace

My Commission Expires: Oct 6, 2018



**State of New Hampshire  
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VALOR SYSTEMS, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on March 08, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 310300



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of November A.D. 2017.

Handwritten signature of William M. Gardner in black ink.

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/17/2018

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

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

<b>PRODUCER</b> <b>CS&amp;S/USI INSURANCE SERVICES LLC</b> <b>PO BOX 958489</b> <b>LAKE MARY, FL 32746-8989</b> <b>Phone - 866-748-0040</b> <b>Fax - 877-763-5122</b>	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	
<b>E-MAIL ADDRESS:</b>			
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A : Continental Casualty Company</b>			<b>20443</b>
<b>INSURER B :</b>			
<b>INSURER C :</b>			
<b>INSURER D :</b>			
<b>INSURER E : The Continental Insurance Company</b>			<b>35289</b>
<b>INSURER F :</b>			

**INSURED**  
**VALOR SYSTEMS INC**  
**50 S Main Street Ste 200**  
**Naperville**  
**NAPERVILLE, IL 60540**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	6016593656	01/29/2018	01/29/2019	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	6016593656	01/29/2018	01/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$      RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	6016593754	01/29/2018	01/29/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 500,000						
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**Certificate holder is added as an additional insured as provided in the blanket additional insured endorsement as it pertains to work being performed by the named insured under written contract.**

**CERTIFICATE HOLDER**

State of NH • Department of Information Technology  
 Attn: Chief Information Officer  
 27 Hazen Drive  
 Concord, NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SUPPORT & MAINTENANCE REQUIREMENTS		
State Requirements		
Req #	Requirement Description	Criticality
<b>SUPPORT, MAINTENANCE, AND SERVICE LEVEL REQUIREMENTS</b>		
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M
S1.2	Maintain the Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M
S1.3	Repair or replace the Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff twenty four (24) hours per day and seven (7) days a week, three hundred sixty five (365) days a year with an email / telephone response within fifteen minutes as outlined in Requirement S1.10 below.	M
S1.5	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost. Contractor has and will continue to maintain Version 8 per State request though August 31, 2019. Contractor is willing to upgrade the State to Version 9, as long as Version 9 still exists on the State's server including, all scripts, databases and database backups created as part of the conversion process. In the event that Version 9 no longer exists on the State's server, then there will be an upgrade fee of \$200,000. Training costs under both scenarios will be charged in accordance with the Contractor's standard training rates. State acknowledges that Contractor will not be providing enhancements updates to Version 8.	M
S1.6	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State.	M
S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number. 8) Issue identified by.	M
S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M
S1.9	The Vendor response time for support shall conform to the specific deficiency class as described below: a. Severity Level 1 is defined as urgent situations, when any part, portion, or module of Valor IMS is down and New Hampshire is unable to use the system. b. Severity Level 2 is defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation. Valor IMS may be operational but is severely restricted (for example, credentials cannot be opened). c. Severity Level 3 is defined as a minor problem that exists with Valor IMS but the majority of the functions are still usable and some circumvention may be required to provide service. d. Severity Level 4 is defined as a very minor problem or question that does not affect Valor IMS function (for example, the text of a message is worded poorly or misspelled). e. Unusual Circumstances: Any issue/problem that may possibly endanger New Hampshire technical environment will receive immediate remedial action from Valor Systems Inc. technical support staff with immediate notification to the New Hampshire IT staff.	M
S1.10	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week, three hundred sixty five (365) days a year with an email / telephone response within fifteen minutes. a. Severity Level 1 - Upon notification of a severity level 1 problem, Valor Systems Inc. will make every attempt to respond as soon as possible with the expectation that the response be within 15 minutes. Valor Systems Inc. will resolve Severity Level 1 problems within four hours unless Valor Systems Inc. has notified New Hampshire of the reason for the delay and New Hampshire approves the delay. b. Severity Level 2 - Upon notification of a severity level 2 problem, Valor Systems Inc. will make every attempt to respond as soon as possible with the expectation that the response be within 30 minutes. Valor Systems Inc. will resolve Severity Level 2 problems within six hours unless Valor Systems Inc. has notified New Hampshire of the reason for the delay and New Hampshire approves the delay. c. Severity Level 3 - Valor Systems Inc. will resolve Severity Level 3 problems as quickly as possible, which on average should not exceed thirty business days. d. Severity Level 4 - Valor Systems Inc. will work with New Hampshire to determine the appropriate turn-around time for Severity Level 4 problems.	M
S1.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M

Attachment 1

Support and Maintenance Requirements

<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>		
<b>State Requirements</b>		
<b>Req #</b>	<b>Requirement Description</b>	<b>Criticality</b>
<b>SUPPORT, MAINTENANCE, AND SERVICE LEVEL REQUIREMENTS</b>		
S1.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M
S1.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M
S1.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M
S1.15	The Vendor shall use reasonable efforts to ensure 99.9% software uptime, exclusive of the regularly scheduled maintenance window.	M
S1.16	Valor Systems, Inc. shall support the State of New Hampshire in any data conversion to a replacement CAD, RMS or Mobile system in the future to include but not limited to: providing data dictionaries, data exports, assisting with data extracts to 3rd party test environments, user acceptance test environments and production environments. Provide prompt research and response to data extract issues. Vendor shall provide up to eight (8) hours of the aforesaid service at no charge to the State after which, the hourly rate in Part 3, Table 2 of this Agreement shall apply.	M