

85 *Am*



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

October 31, 2016

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

Sole Source

Requested Action

Authorize the Department of Safety (DOS), Division of State Police, to amend a **sole source** contract with TriTech Software Systems, Inc., (VC# 230734-B001), 313 Boston Post Road W, Suite 140, Marlborough, MA 01752 in the amount of \$144,045.00, increasing the contract amount from \$323,026.00 to \$467,071.00 for the purpose of developing software to enable the TriTech Records Management System to interface with the State of New Hampshire J-ONE System for criminal complaints, dispositions, and citations and for developing an electronic crash system and electronic protective orders in support of the J-ONE project. The original contract was approved by Governor and Council on April 22, 2015, Item # 75. Effective upon Governor and Council approval through June 30, 2017. Funding source: 72% Federal Funds/28% Agency Income.

Funds are available in the SFY2017 operating budget as follows:

02-23-23-234010-45650000	Dept. of Safety – Div. of State Police – J-ONE Earmark 06	<u>SFY2017</u>
046-500464	Consultants – Gen Consultants Non-Benefits	\$104,400.00
02-23-23-234010-12440000	Dept. of Safety – Div. of State Police – SAVIN Program	
046-500465	Consultants – IT Consul-Non-Benefits	<u>39,645.00</u>
Activity Code: 23JN05PR	Total	\$144,045.00

Explanation

This contract amendment is **sole source** because the contract itself is sole source. Under this amendment, TriTech Software Systems, Inc. will connect New Hampshire law enforcement agencies utilizing TriTech's software records management system, to the J-ONE records management system. This requires the creation of interfaces and the modification of application processes to make it operate seamlessly with other J-ONE partners. These changes to the application internal code can only be made, warrantied, and maintained by the vendors who created the original proprietary products. The purpose of J-ONE is to improve the effectiveness and efficiency of New Hampshire's criminal justice agencies and the Judiciary through the capture of data at its source, to facilitate the distribution of criminal justice data electronically to authorized sources and to provide individual case and statistical queries electronically. The following new functions will be added to the TriTech software:

- Design, develop, and test an interface to send and receive electronic messages to the Statewide Automated Victim Information and Notification (SAVIN) Program providing appropriate notification to victims of changes in the status of offenders.
- Design, develop, and test an interface to send and receive electronic messages between the State and County corrections facilities.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
October 31, 2016
Page 2 of 2

Communication between law enforcement and the criminal justice system is crucial to the effective ness of the J-ONE Program. This contract amendment ensures that these interfaces are properly designed, tested, and implemented.

Respectfully submitted,



John J. Barthelmes
Commissioner
Department of Safety



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doiit

Denis Goulet
Commissioner

October 25, 2016

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to contract with TriTech Software Systems Inc. (TriTech) as described below and referenced as DoIT No. 2014-047A.

The purpose of this amendment is for the vendor to design and build a Web Services interface to J-One for SAVIN & County Corrections Jail. This interface will enable the sharing of criminal complaint data, criminal disposition data, eCitations, Crash Records Management and protective orders with Corrections, the Courts, the State Police and the Criminal History Registry. The contract value is not to exceed \$467,071, effective upon Governor and Executive Council approval through June 30, 2017.

A copy of this letter should accompany the Department of Safety's submission to 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/mh
DoIT 2014-047A

cc: Scott Hopkins

**State of New Hampshire
 Department of Safety J ONE
 J ONE TRITECH ENHANCEMENTS
 CONTRACT 2014-047
 AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2014-047, on April 22, 2015, Item # 75 (herein after referred to as the "Agreement"), TriTech Software Systems, Inc. agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 10.18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to increase the contract price by \$144,045 to bring the total contract price to \$467,071.

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

Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.8 of the Contract Agreement - General Provisions by increasing the Price Limitation from \$323,026 to \$467,071.
2. Amend Section 1.1 of the Payment Schedule of the Agreement by increasing the Price Limitation from \$323,026 to \$467,071.
3. Amend Section 1.6 of the Contract Agreement

2017	02-023-023-046-234010-45650000-500464 23JN04PR- Consultants	N/A	\$104,400
2017	02-023-023-234010-12440000 Savin Program 046-500465- Consultants	N/A	\$39,645

4. Amend Section 1.9 of the Contract Agreement to Steven Lavoie, Director of Administration
5. Amend Section 3.4 State Contract Manager to Steven Lavoie, Email: steven.lavoie@dos.nh.gov
6. Amend Section 3.5 of the Contract Agreement for State Project Manager to Brian Lumbert, Tel (603) 230-3012, Email brian.lumbert@dos.nh.gov

Exhibit B: of the Agreement is hereby amended as described below:

1. Amend Exhibit B by replacing Paragraph 2 in its entirety as follows:

2 TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$467,071 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to TriTech Software Systems, Inc for all fees and expenses, of whatever nature, incurred by TriTech Software Systems, Inc in the performance hereof.

**State of New Hampshire
Department of Safety J ONE
J ONE Tri Tech ENHANCEMENTS
CONTRACT 2014-047
AMENDMENT A**

2. Amend Exhibit B, para B-1 by inserting B-1D as follows:

**Table B-1D
Project I.D SAVIN Interface**

Ref Num b	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost	Expected Payment Percentage
1D-1	Participate in Kickoff meeting	Non-Software	Refer to Exhibit I Table I.3		
1D-2	Biweekly Status Reports	Written	Refer to Exhibit I Table I.3		
1D-3	Project Plan	Written	Refer to Exhibit I Table I.3	\$7,929.00	20%*
1D-4	Production of, and State acceptance of a Functional Design and System Design Document (as described in Exhibit H, item 1C.4).	Written	Refer to Exhibit I Table I.3	\$7,929.00	20%
1D-5	Successful completion and State acceptance of software after System and Integration Testing	Software	Refer to Exhibit I Table I.3	\$7,929.00	20%
1D-6	Successful completion and State acceptance of software after Security Testing	Software			
1D-7	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software	Refer to Exhibit I Table I.3	\$7,929.00	20%
1D-8	State acceptance of TriTech system in production.	Non-Software	Refer to Exhibit I Table I.3	\$7,929.00	20%
1D-9	Warranty Period	Non-Software	2 years from go live		

State of New Hampshire
 Department of Safety J ONE
J ONE Tri Tech ENHANCEMENTS
CONTRACT 2014-047
AMENDMENT A

Total					\$39,645.00
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Table B-1E
Project I.E Inmate Roster Interface

Ref Num b	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost	Expected Payment Percentage
1E-1	Participate in Kickoff meeting	Non-Software	Refer to Exhibit I Table I.3		
1E-2	Biweekly Status Reports	Written	Refer to Exhibit I Table I.3		
1E-3	Project Plan	Written	Refer to Exhibit I Table I.3	\$10,440.00	10%*
1E-4	Production of, and State acceptance of a Functional Design and System Design Document (as described in Exhibit H, item 1C.4).	Written	Refer to Exhibit I Table I.3	\$20,880.00	20%
1E-5	An Electronic Protective Order system as described in Exhibit H, Table 1C, after successfully completing unit testing (if applicable).	Hardware and Software			
1E-6	Successful completion and State acceptance of software after System and Integration Testing	Software	Refer to Exhibit I Table I.3	\$20,880.00	20%
1E-7	Successful completion and State acceptance of software after Security Testing	Software			

**State of New Hampshire
Department of Safety J ONE
J ONE Tri Tech ENHANCEMENTS
CONTRACT 2014-047
AMENDMENT A**

1E-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software	Refer to Exhibit I Table I.3	\$26,100.00	25%
1E-9	State acceptance of TriTech system in production.	Non-Software	Refer to Exhibit I Table I.3	\$26,100.00	25%
1E=10	Warranty Period	Non-Software	2 years from go live.		
Total					\$104,400.00

Replace Table 3 in it's entirety

Table 3- TriTech Rates Pricing Worksheet (Hourly Rates)			
Position Title	SFY 2015 7/1/2014-6/30/2015	SFY 2016 7/1/2015-6/30/2016	SFY 2017 7/1/2016-6/30/2017
Engineering	\$227.50	\$227.50	\$227.50
Project Management	\$150.00	\$150.00	\$150.00

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.

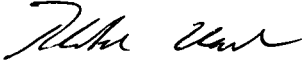
Table 2 Contract 2014-047 – DOS J ONE TRITECH ENHANCEMENTS

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2014-047	Original Contract	6/30/2017	\$323,026
2014-047 Amendment A	Amendment to Increase Funding only	6/30/2017	\$144,045
	CONTRACT TOTAL		\$467,071

**State of New Hampshire
Department of Safety J ONE
J ONE Tri Tech ENHANCEMENTS
CONTRACT 2014-047
AMENDMENT A**

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

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



Blake Clark, Chief Financial Officer
TriTech Software Systems, Inc.

Date: 10/25/2016

Corporate Signature Notarized:
STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On this the ____ day of _____, 2016, before me, Blake Clark, the undersigned Officer _____, personally appeared and acknowledged her/himself to be the Chief Financial Officer, of TriTech Software Systems, Inc., a corporation, and that she/he, as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Chief Financial Officer.

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

SEE ATTACHED

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

State of New Hampshire



John J. Barthelmas, Commissioner
State of New Hampshire
Department of Safety

Date: 11/8/16

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



State of New Hampshire, Department of Justice

Date: 11/2/16

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

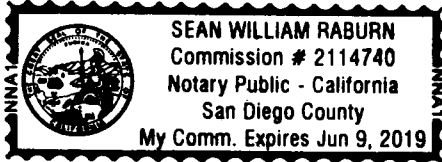
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On October 25, 2016 before me, Sean William Raburn,
Date Here Insert Name and Title of the Officer
personally appeared Blake Clark
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: NH J-One Contract Amendment A Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CERTIFICATE OF VOTE
(Corporation With Seal)

I, **Tony Eales**, do hereby represent and certify that:

(1) I am **President and Chief Executive Officer** of **TriTech Software Systems, Inc.** a **California** 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 **February 24, 2016**, which meeting was duly held in accordance with **California** law and the by-laws of the Corporation.

(5) The signature of **Blake Clark, Chief Financial Officer** 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.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation and have affixed its corporate seal this **October 25, 2016**.



Tony Eales

(SEAL)

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On this the 25th day of October, 2016, before me, Sean William Raburn, Notary Public, personally appeared Tony Eales, and acknowledged her/himself to be the President and Chief Executive Officer of TriTech Software Systems, Inc., a California corporation, and that she/he, as such being authorized to do so, executed the foregoing instrument.

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

SEE ATTACHED

Notary Public/Justice of the Peace

My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On October 25, 2016 before me, Sean William Raburn,
Date Here Insert Name and Title of the Officer
personally appeared Tony Eales
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Certificate Of Vote - NH J-One Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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Signer Is Representing: _____

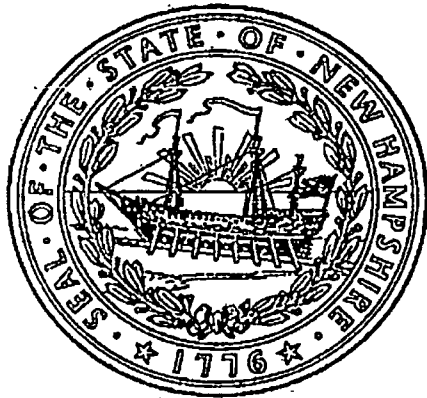
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRITECH SOFTWARE SYSTEMS is a California Profit Corporation registered to do business in New Hampshire as TRITECH SOFTWARE SYSTEMS, INC. on December 31, 2012. 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: 684200



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of October A.D. 2016.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
5/9/2016

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

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

PRODUCER Crystal & Company CIBC Insurance Services LLC 32 Old Slip New York NY 10005	CONTACT NAME: Jonathan Thomas PHONE (A/C No, Ext): 415-946-7500 FAX (A/C No): 415-946-7550 E-MAIL ADDRESS: jonathan.thomas@crystalco.com														
INSURED TTHOLD Palermo TT Holdings, Inc. 9477 Waples, Suite 100 San Diego CA 92121	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER B : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C : National Fire Insurance Company of</td> <td>20478</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indian Harbor Insurance Company	36940	INSURER B : Valley Forge Insurance Company	20508	INSURER C : National Fire Insurance Company of	20478	INSURER D : Continental Casualty Company	20443	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES CERTIFICATE NUMBER: 1397403519 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														
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6024533045	5/1/2016	5/1/2017	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$15,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
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D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			6024533076 6024533062	5/1/2016 5/1/2016	5/1/2017 5/1/2017	<table style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTH-ER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE - EA EMPLOYEE		\$1,000,000	E.L. DISEASE - POLICY LIMIT		\$1,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER																				
E.L. EACH ACCIDENT		\$1,000,000																			
E.L. DISEASE - EA EMPLOYEE		\$1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$1,000,000																			
A	Tech Professional Liab Retroactive Date 1/1/92 Claims Made			MTP903220001	5/1/2016	5/1/2017	<table style="width: 100%; border-collapse: collapse;"> <tr><td>5,000,000</td><td>Each Claim</td></tr> <tr><td>5,000,000</td><td>Aggregate</td></tr> <tr><td>100,000</td><td>Retention</td></tr> </table>	5,000,000	Each Claim	5,000,000	Aggregate	100,000	Retention								
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100,000	Retention																				

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

Re: Information Management Corporation: J One IMC Development Contract 2012-034

CERTIFICATE HOLDER State of New Hampshire Department of Safety John J. Barthelmes; 33 Hazen Drive Concord, NH	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
--	--

Named Insured Schedule

Palermo TT Holdings, Inc.

TT Holdings I, Inc.

TT Holdings II, Inc.

TriTech Holdings, Inc., a Delaware Corporation

Information Management Corporation

TriTech Emergency Medical Systems Canada ULC

TriTech Emergency Medical Systems, Inc.

TriTech Delaware, LLC

Vision Enterprises, Inc.

Visions Acquisition, Inc.

VisionAir, Inc.

Voyager, Inc.

Palermo Finance Corporation

Tiburon, Inc.

Xanalys Corporation

Geo911, Inc.

Masys Corporation

TriTech Software Systems, a California Corporation

TriTech Software Corporation, a Delaware Corporation

Tiburon Limited

Xanalys Corporation

Geo Mobile, Inc.

Compudyne Corporation

Zuercher Technologies, LLC

Law Enforcement Technology Group, LLC

The Omega Group

ADDITIONAL INSURED ENDORSEMENT – CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization
SEE ENDORSEMENT

1. Paragraph A.1. **Who Is An Insured** of Section II – LIABILITY COVERAGE is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
 - a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
 - b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
 - c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
 - (1) Required by the "written contract"; or
 - (2) Afforded to you under this policy.
3. Condition 2. **Duties In the Event of Accident, Claim, Suit or Loss** of Section IV – BUSINESS AUTO CONDITIONS is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision d. does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit."

4. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

 1. Is currently in effect or becomes effective during the term of this policy; and
 2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

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All other terms and conditions of the Policy remain unchanged.

Material used with permission of ISO Properties, Inc

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations

1. In conformance with paragraph **A.1.c. of Who Is An Insured** of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PALERMO TT HOLDINGS, INC.

Endorsement Effective Date: 05/01/2016

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM
OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS
WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Technology General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through K. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land



Technology General Liability Extension Endorsement

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional

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Technology General Liability Extension Endorsement

insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

- a. the **Named Insured's** acts or omissions; or
- b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph **J.** also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
 - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor



Technology General Liability Extension Endorsement

c. if bodily injury or property damage included within the products-completed operations hazard is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for bodily injury, property damage or personal and advertising injury for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- 1. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part; nor
2. for bodily injury or property damage included within the products-completed operations hazard except to the extent all of the following apply:
a. this Coverage Part provides such coverage;
b. the written contract or agreement described in the opening paragraph of this ADDITIONAL INSUREDS Provision requires the Named Insured to provide the additional insured such coverage; and
c. the bodily injury or property damage results from your work that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this Coverage Part.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

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Technology General Liability Extension Endorsement

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Policy Numbers: 6024533076 & 6024533062

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One Workers' Compensation Insurance G. Recovery From Others** and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - \$328

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2. %.

CO-CO-12-2014-01



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

GC# 75
04-22-2015

January 16, 2015

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

Requested Action

Authorize the Department of Safety, Division of State Police, to enter into a sole source contract with TriTech Software Systems, Inc. (VC #230734-B001), 313 Boston Post Road W, Suite 140, Marlborough, MA 01752 in the amount of \$323,026.00 for developing software to enable the TriTech Records Management System to interface with the State of New Hampshire J-ONE System for criminal complaints, dispositions, and citations and for developing an electronic crash system and electronic protective orders in support of the J-ONE project. Effective upon Governor and Council approval through June 30, 2017. Funding source: 57% Federal Funds/43% Agency Income.

Funds are available in SFY 2015 operating budget as follows:

02-23-23-234010-45650000 Dept. of Safety – Division of State Police – J-One Earmark 06	
046-500464 Consultants – Gen Consultants Non-Benefit	
Activity Code: 23JN05PR	<u>SFY2015</u> \$185,704.00
02-23-23-234010-2211000 Dept. of Safety – Division of State Police – Highway Safety	
046-500464 Consultants – Gen Consultants Non-Benefit	
Activity Code: 23JN05PR 2315CRMS	<u>SFY2015</u> \$137,322.00
	138,000.00 per T4 4/2/15
TOTAL	\$323,026.00

Explanation

The purpose of this contract is to connect New Hampshire law enforcement agencies utilizing the TriTech Software, Inc. (formerly Information Management Corporation) records management system to the J-ONE system. This requires the creation of interfaces and the modification of application processes to make it operate seamlessly with other J-ONE partners. This contract is sole source as these changes to the application internal code can only be made, covered by warranty, and maintained by TriTech, which is the vendor that created the original proprietary products.

The purpose of the J-ONE system is to improve the effectiveness and efficiency of New Hampshire's criminal justice agencies and the Judiciary through the capture of data at its source; to facilitate the distribution of criminal justice data electronically to authorized sources; and to provide individual case and statistical queries electronically. Specifically, this contract will support updates to the existing complaints and dispositions interface and will create new electronic interfaces for crash reporting and protective order reporting.


The law enforcement agencies that initiate the work with the criminal justice system are a critical link in the J-ONE system and, as the vendor to 75% of those agencies, TriTech is likewise a critical element to the success of the project. Without

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
January 16, 2015
Page 2 of 2

the successful completion of the work authorized in this contract, the effectiveness of the entire system would be greatly reduced.

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

Respectfully submitted,


John J. Barthelmes
Commissioner



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

Steven J. Kelleher
Acting Commissioner

December 1, 2014

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to contract with TriTech Software Systems Inc. (TriTech) as described below and referenced as DoIT No. 2014-047.

TriTech provides Computer Aided Dispatch (CAD) and/or Records Management System (RMS) capabilities to approximately 70% of local police departments in New Hampshire. In this contract TriTech will design and build a Web Services interface for their software to communicate with J-One, enabling these police departments to share criminal complaint data, criminal disposition data, eCitations, Crash Records Management and Protective orders with Corrections, the Courts, the State Police and the Criminal History Registry. Contract value is not to exceed \$323,026, effective upon Governor and Executive Council approval through June 30, 2017.

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

Sincerely,


Steven J. Kelleher

SJK/dcp
DOS 2014-047

cc: David Perry, DoIT Contracts Manager

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
2014-047 J-ONE TRITECH SYSTEM ENHANCEMENTS
AGREEMENT- PART 1

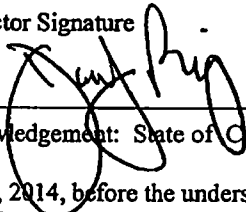
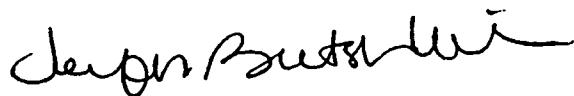

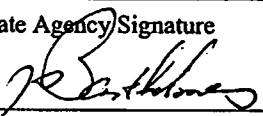
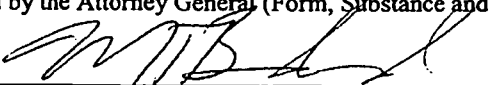
Subject:

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Safety		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name TriTech Software Systems, Inc.		Contractor Address 313 Boston Post Road W, Suite 140 Marlborough, Ma. 01752	
1.5 Contractor Phone Number 978-215-2300	1.6 Account Number 02-23-23-234010-45650000 \$ 185,704 02-23-23-23401022110000 \$ 137,322	Completion Date 6/30/2017	1.8 Price Limitation \$323,026.00
1.9 Contracting Officer for State Agency Elizabeth Bielicki, Director of Administration		State Agency Telephone Number 603-223-8000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Darrin J. Reilly, Chief Operating Officer	
1.13 Acknowledgement: State of California, County of San Diego On October 3, 2014, 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 <u>Notary Public</u> or Justice of the Peace [Seal] 			
1.13.2 Name and Title of <u>Notary</u> or Justice of the Peace Jennifer Bertsch Wilson			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory John J. Barthelmes, Commissioner	
Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
Approval by the Attorney General (Form, Substance and Execution) By:  On: 1/24/15			
Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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 80:7c 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. 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 91A 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

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TERMS AND DEFINITIONS

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

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

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Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and 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>)
Contracted Vendor/Vendor	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.
Conversion Test	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.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire

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Data	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
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract

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Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users

Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.

Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.
Intrusion Detection	Supports the detection of illegal entrance into a computer system

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Invoking Party	In a dispute, the party believing itself aggrieved
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Key Project Staff	Personnel identified by the State and by TriTech as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence

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Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	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)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract

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Service Level Agreement (SLA)	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.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03305 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	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>

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State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.

TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when TriTech is supporting System changes.
UAT	User Acceptance Test

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Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	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.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which TriTech is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by 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 Department of Safety ("State"), and TriTech Software Systems, a California Corporation, ("TriTech"), having its principal place of business at 9477 Waples Street, Suite 100, San Diego, CA 92121.

RECITALS

The State desires to have TriTech Software System provide a Commercial-off-the-shelf Software System, and associated Services for the Department of Safety;

TriTech Software System wishes to provide customizations for a Commercial-off-the-Shelf Software System and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

- A. Part 1 – State Terms and Conditions contained in the Form P- 37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirements- The Vendor's Responses
 - Exhibit I- Work Plan
 - Exhibit J- Software License and Related Terms
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- Certificates and Attachments

1.2 Order of Precedence

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

2014-047 COTS Contract Agreement-Part 2

Initial All Pages:

TriTech's initials: DT

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- a. *The State of New Hampshire Terms and Conditions, Form P- 37-Contract Agreement Part 1*
- b. *State of New Hampshire, Department of Safety Contract 2014-047.*

1.3 Contract Term

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

The Contract shall begin on the Effective Date and extend through June 30, 2017. The Term may be extended up to two (2) years, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2019.

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

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

2. COMPENSATION

2.1 Contract Price

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

2.2 Non-Exclusive, Not to Exceed Contract

This is a Non-Exclusive, Not to Exceed Firm Fixed Price (FFP) Contract with price and term limitations as set forth in the Contract.

3. CONTRACT MANAGEMENT

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

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3.1 The Vendor's Contract Manager

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

Roxanne Lerner
Director of Contracts
9477 Waples Street, Suite 100
San Diego, CA 92121
Tel: 858.799.7372
Fax: 858.799.7011
Email: Roxanne.lerner@tritech.com

3.2 The Vendor's Project Manager

3.2.1 Contract Project Manager

TriTech shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP, if applicable. TriTech's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed TriTech Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of TriTech's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction. TriTech shall have a reasonable period of time to reassign personnel resources and provide a replacement Project Manager.

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

3.2.3 TriTech shall not change its assignment of TriTech Project Manager without providing the State written justification and obtaining the prior written approval of the State. Prior notice shall not be required in the case of unforeseen circumstances such as termination, illness, or death. State approvals for replacement of TriTech's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the TriTech Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be

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subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. TriTech shall assign a replacement TriTech Project Manager within ten (10) business days of the departure of the prior TriTech Project Manager.

3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare TriTech in default and pursue its remedies at law and in equity, if TriTech fails to assign a TriTech Project Manager meeting the requirements and terms of the Contract.

3.2.5 The Contracted Vendor Project Manager is:

David Bourbonniere
Project Manager
313 Boston Post Road West
Suite 140
Marlborough, Ma 01752
978-215-2301
978-215-2299
david.bourbonniere@tritech.com

3.3 TriTech Key Project Staff

3.3.1 TriTech shall assign Key Project Staff who meet the requirements of the Contract. The State may conduct reference and background checks on TriTech Key Project Staff. The State reserves the right to require removal or reassignment of TriTech's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

3.3.2 TriTech shall not change any TriTech Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. Prior notice shall not be required in the case of unforeseen circumstances such as termination, illness, or death. State approvals for replacement of TriTech Key Project Staff will not be unreasonably withheld.

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

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3.4 State Contract Manager

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

Elizabeth Bielecki
Department of Safety
33 Hazen Drive
Tel: (603) 223-8000
Email: elizabeth.bielecki@dos.nh.gov

3.5 State Project Manager

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

- Leading the Project;
- Engaging and managing all contractors;
- Managing significant issues and risks.
- Reviewing and accepting Contract Deliverables;
- Invoice sign-offs;
- Review and approval of change proposals; and
- Managing stakeholders' concerns.

The State Project Manager is:

Keith Lohmann
Department of Safety
33 Hazen Drive, Concord NH 03305
Tel: (603) 230-3041
Fax: (603) 271-3903
Email: keith.lohmann@dos.nh.gov

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and TriTech Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

4. DELIVERABLES

4.1 Vendor Responsibilities

TriTech 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.

TriTech may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the *Contract Agreement Part 1: State of New*

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Hampshire Terms and Conditions-P-37. TriTech must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider TriTech 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.

4.2 Deliverables and Services

TriTech shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

Upon its submission of a Deliverable or Service, TriTech represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3 Non-Software and Written Deliverables Review and Acceptance

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

4.4 System/Software Testing and Acceptance

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

4.5 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

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All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

5. SOFTWARE

5.1 COTS Software and Documentation

TriTech shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.2 COTS Software Support and Maintenance

If applicable, TriTech shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.3 Restrictions

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

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

5.4 Title

TriTech must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

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6. WARRANTY

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

7. SERVICES

TriTech 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

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

7.2 Implementation Services

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

7.3 Testing Services

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

7.4 Training Services

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

7.5 Maintenance and Support Services

If applicable, TriTech shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *System Maintenance and Support*.

8. WORK PLAN DELIVERABLE

TriTech shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. TriTech shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

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Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve TriTech from liability to the State for damages resulting from TriTech's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

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

In the event additional time is required by TriTech to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from TriTech's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

9. CHANGE ORDERS

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

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

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

10. OWNERSHIP AND LICENSING

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

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

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

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

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10.1 State's Data

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

10.2 Vendor's Materials

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

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.

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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

10.4 Custom Software Source Code

TriTech shall provide the State with a copy of the source code for the Custom Software, 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.

10.5 Survival

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

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11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

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

11.2 State Confidential Information

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

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

Any disclosure of the State Confidential Information shall require the prior written approval of the State. TriTech shall immediately notify the State if any request, subpoena or other legal process is served upon TriTech regarding the State Confidential Information, and TriTech 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, TriTech 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.

11.3 Vendor Confidential Information

Insofar as TriTech seeks to maintain the confidentiality of its confidential or proprietary information, TriTech must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that TriTech considers the Software and Documentation to be Confidential Information. TriTech acknowledges that the State is subject to State and federal laws governing disclosure of

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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 TriTech as confidential, the State shall notify TriTech and specify the date the State will be releasing the requested information. At the request of the State, TriTech shall cooperate and assist the State with the collection and review of TriTech's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be TriTech's sole responsibility and at TriTech's sole expense. If TriTech 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 TriTech, without any liability to TriTech.

11.4 Survival

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1 State

Subject to applicable laws and regulations, the State's liability to TriTech shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement – Part 1-General Provisions*.

12.2 The Contracted Vendor

Subject to applicable laws and regulations, in no event shall TriTech be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and TriTech's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions*.

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to TriTech's indemnification obligations set forth in the *Contract Agreement Part 1-Section 13: Indemnification* and confidentiality obligations in Contract Agreement-Part 2-Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 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.

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12.4 Survival

This Contract Agreement- Part 2-Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

Any one or more of the following acts or omissions of TriTech 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

13.1.1 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 TriTech 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 TriTech fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving TriTech 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 TriTech 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 TriTech during the period from the date of such notice until such time as the State determines that TriTech has cured the Event of Default shall never be paid to TriTech.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and TriTech shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

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

13.2 Termination for Convenience

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to TriTech. In the event of a termination for convenience, the State shall pay TriTech for all work actually done to the date of termination.

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

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

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, TriTech shall:
Stop work under the Contract on the date, and to the extent specified, in the notice;

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

15. CHANGE OF OWNERSHIP

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

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

16.1 TriTech 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.

16.2 TriTech 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 TriTech of any of its obligations under the Contract nor affect any remedies available to the State against TriTech that may arise from any event of default of the provisions of the contract. The State shall consider TriTech to be 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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16.3 Notwithstanding the foregoing, nothing herein shall prohibit TriTech from assigning the Contract to the successor of all or substantially all of the assets or business of TriTech provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that TriTech should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with TriTech, its successors or assigns for the full remaining term of the Contract; continue under the Contract with TriTech, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to TriTech, its successors or assigns.

17. 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 conference as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute.

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Project Manager	State Project Manager (PM)	5 Business Days
First	Chief Operating Officer	State Project Management Team (PMT)	10 Business Days
Second	Chief Executive Officer	Commissioner	15 Business Days

Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

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[SECTION 18 INTENTIONALLY DELETED]

19. GENERAL PROVISIONS

19.1 Travel Expenses

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

The Vendor must assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

19.2 Shipping and Delivery Fee Exemption

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

19.3 Project Workspace and Office Equipment

The State agency will work with TriTech to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for TriTech’s staff.

19.4 Access/Cooperation

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

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

19.5 Required Work Procedures

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

19.6 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”), TriTech understands and agrees to the following rules:

Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

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

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private and non-State use and that at no time shall TriTech access or attempt to access any information without having the express authority to do so.

That at no time shall TriTech access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

That concerning all software licensed by the State, TriTech 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 TriTech. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

That if TriTech 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.

19.7 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". TriTech understand and agree that use of the State's email system shall follow State standard policy (available upon request).

19.8 Internet/Intranet Use

The State's bandwidth for 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).

19.9 Regulatory Government Approvals

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

19.10 Force Majeure

Neither TriTech 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, lockouts, riots, and acts of war, epidemics, acts of governments, fire, power failures, nuclear accidents,

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earthquakes, and unduly severe weather. Except in the event of the foregoing, Force Majeure events shall not include TriTech's inability to hire or provide personnel needed for TriTech's performance under the Contract.

19.11.1 TriTech Insurance Requirement

See Contract Agreement Part 1-Form P-37 Section 14.

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

19.12 Exhibits

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

19.13 Venue and Jurisdiction

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

19.14 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and *Contract Agreement Part 2-Section 11: Use of State's Information, Confidentiality* and *Contract Agreement Part 1- Section 13: Indemnification* which shall all survive the termination of the Contract.

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CONTRACT DELIVERABLES

DELIVERABLES, MILESTONES AND ACTIVITIES

TriTech shall provide the State with system enhancements which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

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

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

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

DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

1.1A Implementation Schedule – Activities / Deliverables / Milestones

**Table A-1A
Project 1A Complaints & Dispositions/eCitations Enhancements**

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type
1A-1	Participate in Kickoff meeting	Non-Software
1A-2	Biweekly Status Reports	Written
1A-3	Project Plan	Written
1A-4	Production of, and State acceptance of Business Requirements, Functional Design, and System Design Documentation (as described in Exhibit H, item 1A.*).	Written
1A-5	A Complaints & Dispositions/eCitations Systems Enhancements software product as described in Exhibit H, Table 1A, after successfully completing unit testing.	Software

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

Table A-1B
Project I.B Electronic Crash Record Management System Interface

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type
1B-1	Participate in Kickoff meeting	Non-Software
1B-2	Biweekly Status Reports	Written
1B-3	Project Plan	Written
1B-4	Production of, and State acceptance of Business Requirements, Functional Design, and System Design Documentation (as described in Exhibit H, item 1B.*).	Written
1B-5	A Complaints & Dispositions/eCitations Systems Enhancements software product as described in Exhibit H, Table 1B, after successfully completing unit testing.	Software

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

Table A-1C
Project I.C Electronic Protective Orders Interface (eOrders)

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type
1C-1	Participate in Kickoff meeting	Non-Software
1C-2	Biweekly Status Reports	Written
1C-3	Project Plan	Written
1C-4	Production of, and State acceptance of Business Requirements, Functional Design, and System Design Documentation (as described in Exhibit H, item 1B.*).	Written

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1C-5	A Complaints & Dispositions/eCitations Systems Enhancements software product as described in Exhibit H, Table 1B , after successfully completing unit testing.	Software
1C-6	Successful completion and State acceptance of software after System and Integration Testing	Software
1C-7	Successful completion and State acceptance of software after Security Testing	Software
1C-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software
1C-9	State acceptance of TriTech system in production.	Non-Software
1C-10	Warranty Period	Non-Software

2. TRAINING DELIVERABLES

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

SOFTWARE LICENSES

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

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a not-to-exceed fixed price (FFP) Contract totaling \$ 323,026 for the period between the Effective Date through 6/30/2017. TriTech shall be responsible for performing its obligations in accordance with the Contract. for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

**Table B-1A
Project 1A Complaints & Dispositions/eCitations Enhancements**

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost
1A-1	Participate in Kickoff meeting	Non-Software	Refer to Exhibit I Table I.1	
1A-2	Biweekly Status Reports	Written	Refer to Exhibit I Table I.1	
1A-3	Project Plan	Written	Refer to Exhibit I Table I.1	\$21,749.00
1A-4	Production of, and State acceptance of Business Requirements, Functional Design, and System Design Documentation (as described in Exhibit H, item 1A.*).	Written	Refer to Exhibit I Table I.1	
1A-5	A Complaints & Dispositions/eCitations Systems Enhancements software product as described in Exhibit H, Table 1A, after successfully completing unit testing.	Hardware and Software		\$21,749.00

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1A-6	Successful completion and State acceptance of software after System and Integration Testing	Software	Refer to Exhibit I Table I.1	\$21,749.00
1A-7	Successful completion and State acceptance of software after Security Testing	Software		
1A-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software	Refer to Exhibit I Table I.1	\$21,749.00
1A-9	State acceptance of TriTech system in production.	Non-Software	Refer to Exhibit I Table I.1	\$21,749.00
1A-10	Warranty Period	Non-Software		
Total				\$108,745

Table B-1B
Project I.B Electronic Crash Record Management System Interface

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

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1B-3	Project Plan	Written	Refer to Exhibit I Table I.2	\$27,464.40
1B-4	An electronic CRMS interface system as described in Exhibit H, Table 1B, after successfully completing unit testing.	Hardware and Software		\$27,464.40
1B-5	Production of, and State acceptance of a Functional Design and System Design Document (as described in Exhibit H, item 1B.*).	Written	Refer to Exhibit I Table I.2	
1B-6	Successful completion and State acceptance of software after System and Integration Testing	Software	Refer to Exhibit I Table I.2	\$27,464.40
1B-7	Successful completion and State acceptance of software after Security Testing	Software		
1B-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software	Refer to Exhibit I Table I.2	\$27,464.40
1B-9	State acceptance of TriTech system in production.	Non-Software	Refer to Exhibit I Table I.2	\$27,464.40
1B-10	Warranty Period	Non-Software		
Total				\$137,322

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Table B-1C
Project I.C Electronic Protective Orders Interface (eOrders)

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Date of Completion	Proposed Cost
1C-1	Participate in Kickoff meeting	Non-Software	Refer to Exhibit I Table I.3	
1C-2	Biweekly Status Reports	Written	Refer to Exhibit I Table I.3	
1C-3	Project Plan	Written	Refer to Exhibit I Table I.3	\$10,391.80
1C-4	Production of, and State acceptance of a Functional Design and System Design Document (as described in Exhibit H, item 1C.4).	Written	Refer to Exhibit I Table I.3	\$10,391.80
1C-5	An Electronic Protective Order system as described in Exhibit H, Table 1C, after successfully completing unit testing (if applicable).	Hardware and Software		
1C-6	Successful completion and State acceptance of software after System and Integration Testing	Software	Refer to Exhibit I Table I.3	\$10,391.80
1C-7	Successful completion and State acceptance of software after Security Testing	Software		

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1C-8	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software	Refer to Exhibit I Table I.3	\$10,391.80
1C-9	State acceptance of TriTech system in production.	Non-Software	Refer to Exhibit I Table I.3	\$10,391.80
1C-10	Warranty Period	Non-Software		
Total				\$51,959

B-2 Contingency Funding

\$25,000 is reserved for contingency funding. These funds may be used to deal with unanticipated issues encountered during implementation. Funds must be approved before utilization by the Change Order process.

Table B-3- TriTech Rates Pricing Worksheet (Hourly Rates)		
Position Title	SFY 2015 7/1/2014-6/30/2015	SFY 2016 7/1/2015-6/30/2016
Engineering	\$227.50	\$227.50
Project Management	\$150.00	\$150.00

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$323,026 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to TriTech for all fees and expenses, of whatever nature, incurred by TriTech in the performance hereof.

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

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PRICE AND PAYMENT SCHEDULE**

3. INVOICING

TriTech 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. TriTech shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

Invoices shall be sent to:

Keith Lohmann
J-One Program Manager
NH Department of Safety
33 Hazen Drive Room 308
Concord NH 03305

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

TriTech Software Systems
P.O. Box 203223
Dallas, TX 75320-3226

5. OVERPAYMENTS TO TriTech

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

6. CREDITS

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

7. GRANT FUNDING LIMITATION

If federal funds from the US Department of Justice become unavailable then this contract is no longer in effect. The State shall follow the termination procedures referenced in Part 2, Section 13 of this contract agreement.

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EXHIBIT C
SPECIAL PROVISIONS

1. Special Provisions

1.1 Both parties agree to amend Contract 2014-047, Part 2, by adding the following section 19.15:

18.15. DAMAGES CAUSED BY THE STATE. With respect to the Contractor's indemnification obligations under this Contract 2014-047, the Contractor shall not be liable for damages, claims, liabilities or penalties to the extent that they are caused by the negligent or wrongful acts of the State, its agents or employees. This section 18.15 shall survive termination of Contract 2014-047.

1.2 Both parties agree to amend Contract 2014-047, Part 2, by adding the following section 19.16:

18.16. WAIVER OF BREACH BY CONTRACTOR. No failure by the Contractor 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 Contractor to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the State.

1.3 Both parties agree to amend Contract 2014-047, Part 1, by adding the following language to section 9.2 (changes are italicized for reference):

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. For clarification, this provision does not apply to the Contractor's intellectual property.

1.4 Both parties agree to amend Contract 2014-047, Part 1, by adding the following language to section 13:

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 negligent or wrongful acts or omissions of the Contractor in connection with Contractor's performance under this Agreement. 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.

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EXHIBIT D
ADMINISTRATIVE SERVICES**

STATUS REPORTS

The State believes that effective communication and reporting is essential to Project success. At a minimum, the State expects to receive monthly updates to the Work Plan.

2. STATE-OWNED DOCUMENTS AND DATA

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

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

3. ACCOUNTING REQUIREMENTS

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

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EXHIBIT E-1
IMPLEMENTATION SERVICES

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

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A. TriTech shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:
- B. TriTech and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. The TriTech team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.
- D. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- E. TriTech shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- F. TriTech shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.
- G. TriTech shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. TriTech's Project management tracking software and processes will be used for managing the Project.

1.2.2 Implementation

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

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

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

1.2.3 Change Management and Training

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

IMPLEMENTATION METHODOLOGY

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

TriTech and the State shall agree on three (3) pilot locations to test the functionality outlined in this contract.

The software will be tested in production for a period of 30 days. Any defects noted will be resolved according to the severity hierarchy noted elsewhere in this document.

Once the 30 day period of production testing has been successfully completed, the software will be deemed ready for general release (GA).

The actual rollout of the software will be determined by a schedule created by the State, once the software is deemed ready for GA.

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EXHIBIT E-2
SECURITY SERVICES

SECURITY

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

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EXHIBIT F
TESTING SERVICES**

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

1. Testing and Acceptance

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

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

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

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

2. Test Planning and Preparation

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

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

Table F-1: Testing

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

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EXHIBIT F
TESTING SERVICES

User Acceptance Testing (UAT)	<p>User Acceptance Testing (UAT) is a verification process performed in a copy of the production Environment. User Acceptance Testing verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.</p> <p>TriTech's Project Manager must certify in writing, that TriTech's own staff has successfully executed Unit Testing and System testing prior to the start of any testing executed by State staff.</p> <p>The User Acceptance testing will be conducted and completed according to the ATP referenced in Section 5 of Exhibit F.</p> <p>UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System. The results of the UAT provide evidence that the new System meets Acceptance criteria as defined in the ATP.</p> <p>The UAT Period will consist of execution of the ATP in a test environment at three sites. Upon completion of the ATP phase the three pilots will switch to production systems. Upon 30 consecutive days of successful operation in the production environment at the three pilot sites, the State will accept the System and the Warranty shall commence.</p>
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TESTING SERVICES

Regression Testing as a part of UAT	<p>As a result of the testing activities, problems may be identified that require correction. The State will notify TriTech of the nature of the testing failure in writing. TriTech will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.</p> <p>Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the Modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.</p> <p>For each critical failure which is corrected within the test period, the Acceptance Period shall be extended by corresponding time defined in the Testing Plan.</p> <p>TriTech shall notify the State no later than five (5) business days from TriTech's receipt of written notice of the test failure when TriTech expects the corrections to be completed and ready for retesting by the State.</p> <p>When a programming change is made in response to a problem identified during testing, a regression Acceptance Testing Plan shall be developed by TriTech based on the understanding of the program and the change being made to the program. The Acceptance Testing Plan has two objectives:</p> <ul style="list-style-type: none"> Validate that the change/update has been properly incorporated into the program; and Validate that there has been no unintended change to the other portions of the program. <p>TriTech must:</p> <ol style="list-style-type: none"> 1 Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly; 2 Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and <p>Manage the entire cyclic process.</p> <p>TriTech will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.</p> <p>In designing and conducting such regression testing, TriTech will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, TriTech will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.</p>
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Security Testing	TriTech is responsible for Security Testing to demonstrate compatibility with CJIS Version 5 using a methodology of their choice and agreed to be appropriate by the Department of Safety Information Security Officer and State CISO and reporting on the results.*
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*** Note – At the conclusion of Security Testing TriTech shall transmit the testing results to the State**

3. Remedies

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

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

4. System Acceptance

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

5. Acceptance Testing Plan

For purpose of testing, the J-One Complaints and Dispositions Test Plan dated July 28, 2011 will be used. The State and TriTech will jointly develop a test plan for eCrash and eProtective Orders prior to testing. The Parties may alter the Test Plan by mutual consent.

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MAINTENANCE AND SUPPORT SERVICES**

SYSTEM MAINTENANCE

Maintenance support will not be purchased by the State.

Maintenance support will be available to TriTech customers with valid maintenance tracts. TriTech reserves the right to charge additional maintenance fees for the J One Court and Citation interface as part of their maintenance contracts.

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SYSTEM REQUIREMENTS AND DELIVERABLES

1. Scope of Work

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

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

1.1 Modification to Printing of existing eCitation – This modification is to take the current 12 page citation and to print only a six page document, landscape, with the front and back on a single sheet (single side) of paper. This is to keep the format of printed citations consistent across all agencies.

1.2 Modification to Complaint Form – Inchoate will be added to the printed complaint form. The offender's middle name will be included on the printed form. Sentence enhancers will be added to the complaint form.

1.3 eSignature - A person will have his signature attached to his personnel record. When a citation or complaint is sent up electronically, the officer's signature file attached to them will be encoded in the XML payload to J-One.

1.4 Modification to eCitation User Interface – Add a check box to show that a driver's license was presented to the officer for review. The check box will be defaulted to on as a license is normally reviewed by an officer. A Y/N flag will be submitted in the eCitation XML schema.

1.5 Crash Report Export – This is to modify and add new pick list to the Accident Module. Modify the existing user interface to handle the new data fields. Modify the existing J-One Interface to export the accident data, those modification are: Data Mapping, Transform Style Sheets, Export Plugin, and Modify Analytical Reports. Data will be sent to the eTicket server.

1.6 Protection Order – Once a Protection Order is served or returned the updated information concerning service of the order will be sent to J-One.

2. Requirements

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

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

Table C-2 General System Requirements -Vendor Response Checklist

Project 1A – Complaints and Dispositions Enhancement

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Req. #	Requirement(s)/Deliverable(s)	D/M	Y/N/Z/N (SEE ABOVE)	VENDOR COMMENTS
1A-1	eSignature capture for eCitation and eComplaints	M	Y	
1A-2	Modifications to eCitation user interface for License Presented	M	Y	
1A-3	Modification to eComplaint for inchoate and sentence enhancers	M	Y	
1A-4	Modification to eCitation print layout to landscape	M	Y	
1A-5	Modification to eComplaint print to plain paper	M	Y	
1A-6	For eCitation, TriTech software must filter UCT entries with "X" visibility codes to ensure that they are not sent to J-One.	M	Y	
1A-7	For eCitation, TriTech software must print the DS # on both sides (pages) of the citation.	M	Y	
1A-8	For eCitation, TriTech software must print the time in addition to the date on the 2 locations on the citation where the date is printed.	M	Y	
1A-9	For eCitation, TriTech software must print the Court information on the Citation form for MA and PBM tickets.	M	Y	
1A-10	New schema as proposed by J-One	M	Y	
1A-11	Support for "Served in Hand" Flag in Citation Module (default to "yes" acceptable)	M	Y	
1A-12	Modification of "final print" button to trigger on completion of arrest report without supervisor approval.	M	Y	
1A-13	The eCitation UI should not allow an officer to change a fine where a fine amount has been provided by the UCT.	M	Y	

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1A.14	The complaint interface should print the defendant's full middle name (if provided).	M	Y	
1A.15	The eCitation UI should require that the "served in hand" flag default to "Y" or "H".	M	Y	
1A.16	TriTech software will provide the ability to identify UCT entries as "favorites" to assist individual officers in choosing the correct/frequent UCT entries. The ultimate UCT will remain under the control of the NH Department of Justice.	M	Y	
1A.17	TriTech software will allow the user the ability to close multiple warrants simultaneously.	M	Y	
1A.18	TriTech software will allow the user the ability to save all pending dispositions simultaneously.	M	Y	
1D.1	Engineering Enhancements TBD NTE 100 hours of Engineering as documented in change order process noted in Exhibit J, paragraph 7 as noted in the hourly rate worksheet in Exhibit "B".	D	Y	
1D.2	Project Management for Engineering Enhancements	D	Y	
GENERAL REQUIREMENTS				
G-1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Y	
G-2	Vendor shall provide Project Staff as specified in the RFP.	M	Y	

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G-3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than monthly	M	Y	
G-4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Y	
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as Project Documentation. (Define how WORD format- on-Line, in a common library or on paper)	M	Y	

Table 1A – Testing				
1A.1	Testing will be performed by TriTech for all new and enhanced functions prior to delivery.	M	Y	
1A.2	TriTech will provide a fully tested System for Acceptance Testing to be performed by the State and TriTech.	M	Y	
Table 3A – Security				
3A.1	All data connections, transmissions, and storage of data will meet Federal CJIS requirements.	M	Y	To the extent possible by TriTech.
Table 6A – Training				

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6A.1	TriTech will train its users as identified in Exhibit L.	M	Y	
Table 7A – Implementation				
7A.1	TriTech will coordinate implementation with the J-One Technical Team following the completion of User Acceptance Testing.	M	Y	
Table 8A – Performance and Response Time				
8A.1	System performance must meet the guidelines as outlined in the J-One Integration Architecture.	M	Y	
Table 9A – Data Archival, Backup and Recovery				
9A.1	RMS and CMS systems interfacing with J-One will be responsible for developing archival, backup and recovery procedures for their systems in consultation with their customers	D	N	

Project 1B eCrash

Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
Table 1B - GENERAL REQUIREMENTS				
1B.1	Vendor may participate in an optional initial kick-off meeting to initiate the Project which may be accomplished by tele-conference.	D	Y	

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Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
1B.2	Vendor shall submit a High Level Summary Work Plan within ten (10) days after the Effective Date (approval by Governor and Council). The Work Plan shall include a description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated as necessary.	M	Y	
1B.3	Vendor will provide monthly status reports on the progress of the Project including but not limited to development, testing end user training, and rollout/implementation details.	M	Y	
Table 2B - FUNCTIONS/FEATURES - eCrash				
2B.1	Technical Authorization must be: (1) consistent with Statement of Work within Statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.	M	Y	
2B.2	The state will publish a WSDL (Web Service Definition Language) file, which will describe API for electronic transfer of the crash reports.	M	Y	
2B.3	The WSDL file shall make use of NIEM 3.0 (National Information Exchange Model) specifications, which are available on the web at http://release.niem.gov/niem/3.0/	M	Y	

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Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
2B.4	The WSDL file shall make use of MUCC (Model Minimum Uniform Crash Criteria) 4 th edition specifications, which are available on the web at http://www.mmucc.us/sites/default/files/MMUCC_4th_Ed_0.pdf	M	Y	
2B.5	The vendor system shall comply with MMUCC 4 th edition specification to match State compliance version.	M	Y	
2B.5	The vendor system shall invoke the web service to transfer the crash report electronically. The web service shall either work in synchronous (instant request/response) manner OR in asynchronous (store and forward) manner.	D	Y	
2B.6	The vendor system shall be able to create a nightly extract file to transfer the crash report. This option shall only be used in case where the vendor software is technically challenged in invoking the web service calls.	D	N	This is not provided
2B.7	The vendor system shall transmit crash reports.	M	Y	
2B.8	The vendor system shall transmit approved amendments to previous transferred crash reports.	M	M	TriTech will resend the entire crash report when it is changed by the end user.

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Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
2B.9	The vendor system shall transfer all associated artifacts with the crash report such as accident sketch, additional documents. The state server shall accept all documents that are less than 10 MB in size.	M	M	TriTech does provide the accident diagram in jpeg, but no other attachments. TriTech will provide the gist and supplements by re-submitting the entire record.
2B.10	The state server supports following file types for accident sketches: JPG, BMP, PNG, TIFF, and WMF.	M	M	TriTech does provide the accident diagram in jpeg, but no other attachments
2B.11	The state server accepts all generally accepted file types for supporting documents such as DOC, DOCX, XLS, XLSX, PDF etc.	M	Y	
2B.12	The message meta-data (for routing etc.) shall be placed in an XML header. The crash data itself (payload) shall be place in an XML body.	M	Y	

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Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
2B.13	<p>The message must contain a unique crash identification number. The number shall be generated as follows:</p> <p>ORI (9 char) and crash number</p> <p>For example: Single Agency: NH123456714-0123-AC</p> <p>Multi-Agency: NH123456714WIN-0123-AC</p>	M	Y	
2B-14	System shall have the ability to print DSMV159, rev. 4/13 as needed when automated means are unavailable.	M	Y	
Table 3B- SECURITY REQUIREMENTS				
3B1	The System shall conform with CJIS Data Security requirements as of the approved rollout date which can be found at http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view	M	Y	To the extent that is under TriTech's control.
3B2	All J-One/CRMS data transmitted from the System to the State shall be encrypted.	M	Y	Requires third party communication that performs the encryption. Provided by the State.

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Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
3B.3	Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application (if a web application) shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)	M	Y	
3B.4	Detect and record all attempted accesses that fail identification, authentication and authorization requirements.	M	Y	
3B.5	The application shall log all activities to prevent parties to application transactions from denying that they have taken place.	M	Y	
3B.6	The State shall provide the XML Schema for all document transmissions for the CRMS system as well as appropriate Connectivity and testing with the State.	M	Y	
3B.7	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	
3B.8	Subsequent application Implementations or upgrades shall not remove or degrade security requirements	M	Y	
3B.9	Application shall be protected from unauthorized use when at rest.	M	Y	

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Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
Table 4B- Outputs / Reports				
4B.1	The vendor system shall be capable of reproducing the crash report in PDF format, which shall be used in case electronic transmission of the crash data fails for some known/unknown reasons.	M	Y	
4B.2	The vendor system shall be able to create an exportable electronic report that lists all the crashes that were sent electronically to the state server.	M	M	The vendor shall provide a Submission Status Report at each site. The report will indicate the status of the record between the TriTech switch and the CPI switch. There is not currently a message that identifies the record was accepted. The report will indicate one of these three statuses: Pending, Sent or Failed.

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Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
4B.3	The vendor system shall be able to create an exportable electronic report that lists all the crashes that failed electronic transfer to the state server.	M	M	The vendor shall provide a Submission Status Report at each site. The report will indicate the status of the record between the TriTech switch and the CPI switch. There is not currently a message that identifies the record was accepted. The report will indicate one of these three statuses: Pending, Sent or Failed.
4B.4	The vendor system shall be able to create an exportable electronic report that presents aging analysis data. It shall list the number of days it takes from the crash report initiation to the final transfer to the state server.	D	Y	
Table 5B – Testing				
5B.1	The vendor shall perform series of structured test cases for all new and enhanced functions prior to the delivery.	M	Y	

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Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
5B.2	The vendor shall provide a fully tested system for user acceptance testing, which shall be performed jointly by the State and the Vendor. The state shall award the pass certification to the specific product version upon successful completion of the structured tests.	M	Y	
Table 6B – Training				
6B.1	The vendor shall provide a detailed training approach and strategy for all relevant state and the end user customer personnel as outlined in Exhibit L	M	Y	
Table 7B – Implementation				
7B.1	Vendor will coordinate implementation with the J-One Technical Team following the completion of User Acceptance Testing.	M	Y	
Table 8B – Performance and Response Time				
8B.1	System performance must meet the guidelines as outlined in the <u>J-One Integration Architecture</u> .	M	Y	

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Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
8B.2	The vendor system shall have capability to notify its end users to promptly transfer the approved crash reports. The general recommendation is to transfer the approved crash reports within 15 days of the crash. This is available to end users in the case management module.	D	M	The reports are transferred automatically after approval. If a customer has implemented Case Management for Crash Reports, they will be able to see the total case age from their Case Management Inbox.
Table 9B – Data Archival, Backup and Recovery				
9B.1	The vendor systems interfacing with the J-One will be responsible for recommending archival, backup and recovery procedures for their systems in consultation with their customers	D	Y	
Table 10B - Error Handling				
10B.1	The vendor system shall be able to gracefully handle the errors that may arise from the electronic exchange of the crash reports. It shall be able to re-transmit the crash reports in case the state server endpoint was down due to planned/unplanned activities.	M	Y	
10B.2	In case of synchronous (request/response) web service calls, the state server shall return back either the acknowledgement or the error code.	M	Y	

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Project 1C - Protective Orders (eOrders)

Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
Table 1C - GENERAL REQUIREMENTS				
1C.1	Vendor may participate in an optional initial kick-off meeting to initiate the Project which may be accomplished by teleconference.	D	Y	
1C.2	Vendor shall submit a High Level Summary Work Plan within ten (10) days after the Effective Date (approval by Governor and Council). The Work Plan shall include a description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated as necessary.	M	Y	
1C.3	Vendor will provide monthly status reports on the progress of the Project including but not limited to development, testing end user training, and rollout/implementation details.	M	Y	
Table 2C - FUNCTIONS/FEATURES -- eOrders				
2C-1	Protection order modification and export via TCP-IP to J-One via NIEM compliant XML Schema as provided	M	Y	
2C-2	Emergency (telephonic) orders will be created in the TriTech protective order application and sent electronically to J-One, where it will be stored for query purposes.	M	Y	

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Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
2C-3	TriTech software will be modified to capture the service data on a temporary protective order and transmit that data to J-One.	M	Y	
2C-4	TriTech software will be modified to capture service data on a permanent protective order and transmit that data to J-One.	M	Y	
Table 3C- SECURITY REQUIREMENTS				
3C1	The System shall conform with CJIS Data Security requirements as of the approved rollout date which can be found at http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view	M	Y	
3C2	All J-One/CRMS data transmitted from the System to the State shall be encrypted.	M	M	Requires third party communication that performs the encryption. Provided by the State.
3C.3	Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application (if a web application) shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)	M	Y	
3C.4	Detect and record all attempted accesses that fail identification, authentication and authorization requirements.	M	Y	

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Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
3C.5	The application shall log all activities to prevent parties to application transactions from denying that they have taken place.	M	Y	
3C.6	The State shall provide the XML Schema for all document transmissions for the CRMS system as well as appropriate Connectivity and testing with the State.	M	Y	
3C.7	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	
3C.8	Subsequent application Implementations or upgrades shall not remove or degrade security requirements	M	Y	
3C.9	Application shall be protected from unauthorized use when at rest.	M	Y	
Table 4C – Outputs / Reports				

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Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
4C.1	The vendor system shall be able to create an exportable electronic report that lists all the eOrders that were sent electronically to the state server.	M	M	The vendor shall provide a Submission Status Report at each site. The report will indicate the status of the record between the TriTech switch and the CPI switch. There is not currently a message that identifies the record was accepted. The report will indicate one of these three statuses: Pending, Sent or Failed.
4C.2	The vendor system shall be able to create an exportable electronic report that lists all the eOrders that failed electronic transfer to the state server.	M	M	The vendor shall provide a Submission Status Report at each site. The report will indicate the status of the record between the TriTech switch and the CPI switch. There is not currently a message that identifies the record was accepted. The report will indicate one of these three statuses: Pending, Sent or Failed.
Table 5C – Testing				

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Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
5C.1	The vendor shall perform series of structured test cases for all new and enhanced functions prior to the delivery.	M	Y	
5C.2	The vendor shall provide a fully tested system for user acceptance testing, which shall be performed jointly by the State and the Vendor. The state shall award the pass certification to the specific product version upon successful completion of the structured tests.	M	Y	
Table 6C – Training				
6C.1	The vendor shall provide a detailed training approach and strategy for all relevant state and the end user customer personnel as outlined in Exhibit L	M	Y	
Table 7C – Implementation				
7C.1	Vendor will coordinate implementation with the J-One Technical Team following the completion of User Acceptance Testing.	M	Y	
Table 8C – Performance and Response Time				
8C.1	System performance must meet the guidelines as outlined in the <u>J-One Integration Architecture</u> .	M	Y	
Table 9C – Data Archival, Backup and Recovery				

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Req. #	Requirement(s)/Deliverable(s)	D/M	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
9C.1	The vendor systems interfacing with the J-One will be responsible for recommending archival, backup and recovery procedures for their systems in consultation with their customers	D	Y	
Table 10C - Error Handling				
10C.1	The vendor system shall be able to gracefully handle the errors that may arise from the electronic exchange of the eOrder reports. It shall be able to re-transmit the eOrder reports in case the state server end-point was down due to planned/un-planned activities.	M	M	Protective orders error processing will operate consistent with the processes identified for existing J-One exchanges.
10C.2	In case of synchronous (request/response) web service calls, the state server shall return back either the acknowledgement or the error code.	D	N	

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WORKPLAN**

TriTech's Project Manager and the State Project manager shall finalize the Work Plan within 7 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with TriTech's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of TriTech and State Project Managers.

The preliminary Work Plan created by TriTech and the State is set forth at the end of this Exhibit.

In conjunction with TriTech's Project Management methodology, which shall be used to manage the Project's life cycle, the TriTech team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and TriTech team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with TriTech's Work Plan and shall utilize Microsoft Project or Omniplan to support the ongoing management of the Project.

ASSUMPTIONS

A. General

The State shall provide team members with applicable decision-making authority to support the Implementation efforts.

All State tasks must be performed in accordance with the revised Work Plan.

All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.

Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.

TriTech shall provide a separate escrow agreement for the application.

TriTech shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

The TriTech Team shall perform this Project at State facilities at no cost to TriTech.

The TriTech Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.

The TriTech Team shall honor all holidays observed by TriTech or the State, although with permission, may choose to work on holidays and weekends.

The State shall provide adequate facilities for the TriTech Team, including PCs, phones, Virtual Private Network (VPN) access, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the TriTech Team and shall be available when the Project begins.

C. Project Management

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

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The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.

A Project folder created within the J-One system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The State Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for TriTech and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System. TriTech assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

Technical Environment and Management

The State is responsible for providing the hardware, network, and communication facilities needed to support the Project.

The Vendor shall provide the hardware and operating system to host the Project's development and production instances. All instances shall be installed on similar hardware configurations and operating system.

The State is responsible for providing the Internet access.

TriTech will lead an effort, including the State of New Hampshire Operations Team, to identify the hardware requirements for the development, test and production environments. The State of New Hampshire shall satisfy those hardware requirements prior to TriTech and State of New Hampshire teams building of the environment.

B. Reporting

The State shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

2. ROLES AND RESPONSIBILITIES

A. TriTech Team Roles and Responsibilities

1) TriTech Team Project Executive

The TriTech Team's Project Executives (TriTech and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the TriTech Team Project Manager and the State's Project leadership on the best practices for implementing the TriTech Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) TriTech Team Project Manager

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

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign TriTech Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all TriTech Team members;
- Provide EVERY TWO WEEKS and month update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

3) TriTech Team Analysis

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

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) TriTech Team Tasks

The TriTech team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;

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Unit testing of conversions and interfaces developed; and
System Integration Testing.

B. State Roles and Responsibilities

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

1) State Project Manager

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

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

2) State Subject Matter Expert(s) (SME)

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

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the TriTech Software Solution and the business processes the application supports.

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3) State Technical Lead and Architect

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

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

4) State Application DBA (DoIT)

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

- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with the TriTech to finalize machine, site, and production configuration;
- Work with the TriTech to finalize logical and physical database configuration;
- Work with the TriTech to install the TriTech tools, and TriTech Applications for the development and training environment;
- Work with the TriTech to clone additional application instances as needed by the application teams;
- Work with the TriTech upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with the TriTech and the Application teams to establish and manage an instance management plan throughout the Project;

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Work with the TriTech to establish and execute backup and recovery procedures throughout the Project;
Manage Operating System adjustments and System Maintenance to maintain system configurations and Specifications;
Work with the Application Teams to manage the availability of Application instances throughout the Project;
Perform routine TriTech Application monitoring and tuning;
Work with the TriTech to define and test Application security, backup and recovery procedures; and
Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
Develop and maintain role-based security as defined by the Application Teams;
Establish new TriTech Application user Ids; and
Configure menus, request groups, security rules, and custom responsibilities.

5) State Network Administrator (DoIT)

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

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

6) State Testing Administrator

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

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

PRELIMINARY WORK PLAN

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

Table 7.1: High Level Preliminary NH Project Plan

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Tritech_II

Preliminary Project Plan
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Unique ID	Title	Effort	Start	End	Prerequisites	Resources	Cost
71	• 1.1.4.1) Software/Interface Unit Testing	7w	1/13/15	2/5/15	1.1.3.1.6		
114	• 1.1.4.2) Milestone Unit Testing		1/12/15	1/12/15			\$21,749.00
22	▼ 1.1.5) System Testing	8w	2/6/15	3/12/15	1.1.4		\$21,749.00
23	• 1.1.5.1) System Testing Task	8w	2/6/15	3/12/15	1.1.4.1		
24	• 1.1.5.2) Milestone - System Testing		3/11/15	3/11/15	1.1.5.1.1		\$21,749.00
25	▼ 1.1.6) User Acceptance Testing	6w	3/13/15	4/2/15	1.1.5		\$21,749.00
26	• 1.1.6.1) UAT Testing Task	6w	3/13/15	4/2/15	1.1.5.1		
27	• 1.1.6.2) Milestone - UAT		4/2/15	4/2/15	1.1.6.1		\$21,749.00
28	▼ 1.1.7) Deployment	11w	4/3/15	5/12/15	1.1.6		\$21,749.00
29	• 1.1.7.1) Deployment Task	6w	4/3/15	4/9/15	1.1.6.2		
30	• 1.1.7.2) Close Monitoring	2w	4/19/15	5/12/15	1.1.7.1		
31	• 1.1.7.3) Milestone - Final		4/9/15	4/9/15	1.1.7.1		\$21,749.00
41	▼ 1.2) Phase II (eCrash)	6w	4/9/15	5/20/15	1.1.7.3		\$27,464.40
44	▼ 1.2.1) Planning Phase	2d	4/9/15	4/13/15			\$27,464.40
45	▼ 1.2.1.1) Kickoff Meeting	0	4/9/15	4/9/15			
46	• 1.2.1.2) Update Workplan	2d	4/10/15	4/13/15			
47	• 1.2.1.3) Milestone - Planning Phase		4/13/15	4/13/15	1.2.1.2		\$27,464.40
49	▼ 1.2.2) Business Req./Func. Design	2w 1d	4/14/15	4/28/15	1.2.1		
50	▼ 1.2.2.1) Design Document/ICD	2w 1d	4/14/15	4/28/15	1.2.2.1		
52	▼ 1.2.3) Development	12w	4/29/15	6/19/15	1.2.2		
53	▼ 1.2.3.1) Software Development	12w	4/29/15	6/19/15			
54	• 1.2.3.1.1) 1B-1 Data Export	6w	4/29/15	6/19/15	1.2.2.1.2		
55	• 1.2.3.1.2) 1B-2 UI Enhancements	6w	4/29/15	6/19/15	1.2.2.1.2		
66	▼ 1.2.4) Unit Testing	4w	6/19/15	7/15/15	1.2.3		\$27,464.40
67	• 1.2.4.1) Software/Interface Unit Testing	2w	6/22/15	7/15/15			
115	• 1.2.4.2) Milestone - Unit Testing		6/19/15	6/19/15			\$27,464.40
68	▼ 1.2.5) System Testing	8w	7/16/15	8/19/15	1.2.4		\$27,464.40

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Tritech_B

Preliminary Project Plan
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Unique ID	Title	Effort	Start	End	Prerequisites	Resources	Cost
69	1.2.5.1) System Testing Task	8w	7/16/15	8/19/15	1.2.4.1		
70	1.2.5.2) Milestone - System Testing		7/16/15	8/19/15	1.2.4.1		\$27,464.40
71	1.2.6) User Acceptance Testing	6w	8/20/15	9/19/15	1.2.5		\$27,464.40
72	1.2.6.1) UAT Testing Task	6w	8/20/15	9/19/15	1.2.5		\$27,464.40
73	1.2.6.2) Milestone - UAT		9/9/15	9/19/15	1.2.6.1		\$27,464.40
74	1.2.7) Deployment	1w	9/10/15	10/3/15	1.2.6		\$27,464.40
75	1.2.7.1) Deployment Task	6w	9/10/15	9/16/15	1.2.6.2		\$27,464.40
76	1.2.7.2) Close Monitoring	2w	9/17/15	10/2/15	1.2.7.1		\$27,464.40
77	1.2.7.3) Milestone - Final		9/16/15	9/16/15	1.2.7.1		\$27,464.40
78	1.3) Phase III (Protective Orders)	31w	10/21/15	1/28/16	1.2.7		\$10,391.80
80	1.3.1) Planning Phase	2d	10/21/15	10/23/15			\$10,391.80
81	1.3.1.1) Kickoff Meeting	0h	10/21/15	10/21/15	1.3.1		\$10,391.80
82	1.3.1.2) Update Workplan	2d	10/22/15	10/23/15	1.3.1.1		\$10,391.80
83	1.3.1.3) Milestone - Planning Phase		10/23/15	10/23/15	1.3.1.2		\$10,391.80
85	1.3.2) Business Req./Funct. Design	2w 1d	10/26/15	11/9/15	1.3.1		\$10,391.80
86	1.3.2.1) Design Document/ICD	2w 1d	10/26/15	11/9/15	1.3.1.3		\$10,391.80
88	1.3.3) Development	32w	11/10/15	1/18/16	1.3.2		\$10,391.80
89	1.3.3.1) Software development	32w	11/10/15	1/18/16	1.3.3		\$10,391.80
90	1.3.3.1.1) IC-1 Data Export	8w	11/10/15	1/18/16	1.3.3.1.2		\$10,391.80
91	1.3.3.1.2) IC-2 Telephone Order Modifications	8w	11/10/15	1/18/16	1.3.3.1.2		\$10,391.80
92	1.3.3.1.3) IC-3 Temporary Order Modifications	8w	11/10/15	1/18/16	1.3.3.1.2		\$10,391.80
93	1.3.3.1.4) IC-4 Final Order Modifications	8w	11/10/15	1/18/16	1.3.3.1.2		\$10,391.80
102	1.3.4) Unit Testing	4w	1/18/16	2/11/16	1.3.3.1		\$10,391.80
103	1.3.4.1) Software/Interface Unit Testing	4w	1/19/16	2/11/16	1.3.4		\$10,391.80
116	1.3.4.2) Milestone - Unit Testing		1/18/16	1/18/16	1.3.4.1		\$10,391.80
104	1.3.5) System Testing	8w	2/12/16	3/17/16	1.3.4		\$10,391.80
105	1.3.5.1) System Testing Task	8w	2/12/16	3/17/16	1.3.4.1		\$10,391.80

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Tntech_8

Preliminary Project Plan
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Unique ID	Title	Effort	Start	End	Prerequisites	Resources	Cost
106	• 1.3.5.2) Milestone - System Testing		3/17/16	3/17/16	1.3.5.1		\$10,391.80
107	▼ 1.3.6) User Acceptance Testing	8w	3/18/16	4/14/16	1.3.3		\$10,391.80
108	• 1.3.6.1) UAT Testing Task	8w	3/18/16	4/14/16	1.3.5.2		\$10,391.80
109	• 1.3.6.2) Milestone - UAT		4/14/16	4/14/16	1.3.6.1		\$10,391.80
110	▼ 1.3.7) Deployment	31w	4/15/16	5/25/16	1.3.6		\$10,391.80
111	• 1.3.7.1) Deployment Task	6w	4/15/16	4/21/16	1.3.6.2		\$10,391.80
112	• 1.3.7.2) Close Monitoring	25w	4/22/16	5/16/16	1.3.7.1		\$10,391.80
113	• 1.3.7.3) Milestone - Final		4/21/16	4/21/16	1.3.7.1		\$10,391.80

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**STATE OF NEW HAMPSHIRE
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EXHIBIT J
LICENSING AND RELATE TERMS**

1. LICENSE GRANT

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

RESTRICTIONS

Except as otherwise permitted under the Contract, the State agrees not to:
Remove or modify any program markings or any notice of TriTech's proprietary rights;
Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
Cause or permit reverse engineering, disassembly or recompilation of the programs.

TITLE

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

VIRUSES

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

As a part of its internal development process, TriTech will use reasonable efforts to test the Software for viruses. TriTech shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, TriTech shall provide a master copy for comparison with and correction of the State's copy of the Software. TriTech will also use reasonable efforts to ensure that the Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine that would provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the Software.

AUDIT

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

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LICENSING AND RELATE TERMS

FUTURE COMPATIBILITY

TriTech licensed end users who utilize the TriTech Law Records Management and implement the TriTech Law Records Management Courts Interface will be provided support and updates for the TriTech Law Records Management and the TriTech Law Records Management Courts Interface in accordance with the end user's current TriTech Software Support Agreement.

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

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WARRANTY SERVICES

if the State uses a version of the TriTech Software which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the TriTech Software which was provided to the State at no additional cost. TriTech will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data, or material not furnished by TriTech. TriTech will not indemnify the State to the extent that an infringement claim is based upon the combination of any TriTech Software with any products or services not provided by TriTech, without TriTech's consent.

1.3 Viruses; Destructive Programming

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

1.4 Compatibility

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

2 SERVICE WARRANTY

2.1 Services

TriTech warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

2.2 Personnel

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

3 WARRANTY SERVICES

- 3.1** TriTech shall maintain, repair, and correct Deficiencies in the Software, including but not limited to the Custom Software, Interfaces, individual modules and functions during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, including without limitation, correcting all errors and Deficiencies; eliminating viruses and destructive programming; and replacing Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

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WARRANTY SERVICES

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

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

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

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

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

3.1.5.1 Nature of the Deficiency;

3.1.5.2 Current status of the Deficiency;

3.1.5.3 Action plans, dates, and times;

3.1.5.4 Expected and actual completion time;

3.1.5.5 Deficiency resolution information;

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

3.1.5.6.1 Diagnosis of the root cause of the problem.

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

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

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

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

4 WARRANTY PERIOD

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

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EXHIBIT L
TRAINING SERVICES

TriTech shall provide the following Training Services.

1 Training

Agency (customer) education will be achieved via updates to the TriTech help file and/or webinars or videos.

No onsite training courses are included for this project. Onsite training for TriTech end users will be quoted and provided as requested.