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

Peter C. Hastings
Commissioner

March 20, 2014

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

REQUESTED ACTION

Authorize the Department of Information Technology (DOIT), for the benefit of the Department of Safety Division of Motor Vehicles (DOS DMV), to enter into a contract with MTG Management Consultants, LLC (Vendor # 229131), a Washington Corporation, having its principal place of business at 401 Second Avenue, South Suite 240, Seattle, Washington 98104, to provide services for the Department of Safety to gather and document business requirements in the amount of \$90,305 from effective date of Governor and Executive Council approval through June 30, 2015 with the option to renew up to but not beyond June 30, 2017. 100% Other (Agency Class 027) funds: The Agency Class 027 used by the New Hampshire Department of Safety to reimburse DOIT is 100% Highway funded.

Funding is available in Account Agency Software Division as follows with the authority to adjust encumbrances in each of State fiscal years through the Budget Office if needed and justified.

Table with 5 columns: FY, CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME-CLASS CODE-ACCOUNT CODE-CLASS TITLE, JOB #, AMOUNT, TOTALS. Rows include data for 2014 and 2015, and a GRAND TOTAL row.

EXPLANATION

DOS RFP 2014-095 CHR/SOR Requirements Documentation, asking for technical consulting services for gathering and documenting requirements was issued on January 28, 2014. Three responses were submitted and all three satisfied the requirements of the RFP. After consultant interviews with the three companies met requirements, MTG Management Consultants LLC. was chosen as the best value to the State. These technical consulting resources will work closely with DOS personnel to define and document business requirements.

These two applications: Computerized Criminal History (CCH) aka Criminal History Record Information (CHRI) and Sex Offender Registry (SOR) for the Department of Safety, are being replaced due to age and lack of functionality due to evolving legislation and changing business processes. This project will gather and develop current requirements for these systems. In the second phase, which is not part of this contract, those requirements will be used to build the replacement systems. The contract Term may be extended up to but not beyond June 30, 2017 at the sole option of the State, subject to the parties' prior written agreement on price and subject to the approval of the Governor and Executive Council.

It is requested that approval of this action be given as detailed.

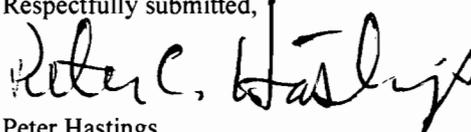
Her Excellency, Governor Margaret Wood Hassan

And the Honorable Council

Page 2

March 24, 2014

Respectfully submitted,

A handwritten signature in black ink that reads "Peter C. Hastings". The signature is written in a cursive style with a large initial "P" and "H".

Peter Hastings  
Commissioner

PH/dcp

RFP 2014-095

cc: Rick Sheldon, DOS IT Lead  
David Perry, IT Manager

Summary Table							
2014-095 CHR/SOR							
Company	Company Address	Software Solution 100 Pts max	Technical, Service and PM Exp and Approach 100 Pts max	Company & Staffing Qualifications 100 Pts Max	Solution Cost	Solution Cost Points 200 Pts Max	TOTAL 500 Pts Max
<b>BDMP</b>	100 Middle St Portland, Maine 04101	<b>88.33</b>	<b>83.33</b>	<b>82.00</b>	<b>\$ 136,364</b>	<b>132.4</b>	<b>386.1</b>
<b>MTG</b>	410 Second Avenue South Seattle, WA 98104	<b>96.67</b>	<b>91.00</b>	<b>97.33</b>	<b>\$ 90,305</b>	<b>200.0</b>	<b>485.0</b>
<b>NIIT</b>	1050 Crown Pointe Pkwy, floor 5, Atlanta, GA 30228	<b>90.00</b>	<b>88.67</b>	<b>79.33</b>	<b>\$ 149,200</b>	<b>121.1</b>	<b>379.1</b>
<b>Max Points</b>							<b>485.0</b>

Selection Team

Keith Lohmann  
Albert Sheldon  
Brian LumbertJ-ONE Program Manager  
DOIT at DOS IT Lead  
IT Manager



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**Peter C. Hastings**  
*Commissioner*

March 20, 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 conclude a contract with MTG Management Consultants, LLC to develop detailed business as described below and referenced as DoIT No. 2014-095.

The purpose of this Contract is to procure vendor services to perform detailed requirements analysis and document business requirements per IEEE Specs 830-1998 for two applications. The New Hampshire Computerized Criminal History (CCH) aka Criminal History Record Information (CHRI) and New Hampshire Sex Offender Registry (SOR). This RFP represents Phase One of the replacement process. Phase II will be the design, development, testing and implementation of the replacement applications, which shall not be a part of this RFP. The contract limit is \$90,305 and the completion date is June 30, 2015 upon Governor and Executive Council approval. The contract may be extended at the option of the State and further approval of the Governor and Executive Council through June 30, 2017.

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

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCR/dcp  
DOS 2014-095

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
RFP 2014-095  
AGREEMENT- PART 1**

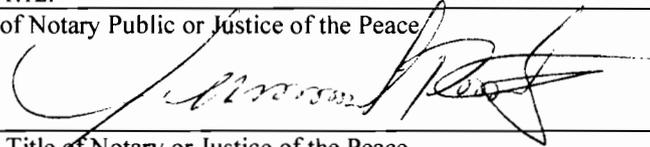
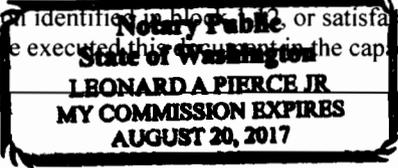
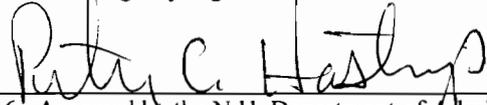
Subject: \_\_\_\_\_

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive Concord, NH 03305	
1.3 Contractor Name MTG Management Consultants, LLC		1.4 Contractor Address 401 Second Avenue South Suite 240 Seattle, Washington 98104	
1.5 Contractor Phone Number (206) 442-5010	1.6 Account Number 10-003-7623-1465-046	1.7 Completion Date 30 June 2015	1.8 Price Limitation \$90,305.00
1.9 Contracting Officer for State Agency Peter Hastings		1.10 State Agency Telephone Number 603-223-5734	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Charles C. Collins, Senior Partner and CAO	
1.13 Acknowledgement: State of <u>Washington</u> , County of <u>King</u> On <u>March 17th, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.11, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Leonard A. Pierce Jr / Notary Public, State of Washington</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Peter C. Hastings Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Aude C. Hall</u> On: <u>3/25/14</u>			
1.18 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 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written 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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
<b>Breach or Breach of Security</b>	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity
<b>CCH</b>	Computerized Criminal History (CCH) aka Criminal History Record Information (CHRI)
<b>CCP</b>	Change Control Procedures
<b>CR</b>	Change Request
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>CM</b>	Configuration Management
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal process for initiating changes to the proposed solution or processes once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>CJIS</b>	Criminal Justice Information System

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure under the Contract
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
<b>Contracted Vendor</b>	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a data conversion process correctly takes data from a legacy system and successfully converts it to form that can be used by the new system.
<b>CPI</b>	Computer Projects of Illinois
<b>COTS</b>	Commercial off the Shelf
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor specifically for this project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	<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><b>Class A Deficiency</b> – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</p>

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

	<p><b>Class B Deficiency</b> – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>Event of Default</b>	<p><b>Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder (“Event of Default”)</b></p> <p style="padding-left: 40px;">a. <b>Failure to perform the Services satisfactorily or on schedule;</b></p> <p style="padding-left: 80px;">b. <b>Failure to submit any report required;</b></p> <p style="padding-left: 40px;"><b>and/or</b></p> <p style="padding-left: 80px;">c. <b>Failure to perform any other covenant, term or condition of the Contract</b></p>
<b>FAUD</b>	Fee Audit
<b>Firm Fixed Price</b>	A Firm-Fixed-Price Contract provides a price that is not

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

<b>Contract</b>	subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Harvest</b>	Software to archive and/or control versions of software
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>NLETS</b>	National Law Enforcement Telecommunication System
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>NSOR</b>	National Sex Offender Registry
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

<b>Management</b>	of a computer, application or network
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>SaaS</b>	Software as a Service- Occurs where the COTS application is hosted but the State does not own the license or the code.
<b>Service Level Agreement (SLA)</b>	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>SOR</b>	Sex Offender Registry
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	Reference to the term “State” shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State’s Confidential Records</b>	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup>

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

<b>(SFY)</b>	through June 30 <sup>th</sup> of the following calendar year
<b>State Project Leader</b>	State's representative with regard to Project oversight
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	The duration of the Contract.
<b>Transition Services</b>	Services and support provided when the contracted vendor is supporting system changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor/Vendor</b>	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Walk Through</b>	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

	development
<b>Warranty Period</b>	A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
<b>Warranty Releases</b>	Code releases that are done during the warranty period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through the Department of Information Technology on behalf of Safety (“State”), and MTG Management Consultants, LLC, a Washington Corporation, having its principal place of business at 401 Second Avenue South Suite 240, Seattle, Washington 98104. The objective of the Criminal Records and Sex Offender Registry Detailed Requirements Project is to develop the detailed business requirements which will become the foundation for a technical specification for the publication of a new RFP to replace these two applications for the State Police division of The Department of Safety. The detailed requirements documents required by this RFP must comply with standards described in the State of New Hampshire System Development Methodology and in IEEE 830-1998.

**RECITALS**

The State desires to have MTG provide a detailed requirements document on the two systems described above and associated Services for Department of Safety;

MTG wishes to provide a detailed requirements document on the two systems described above 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
  - a. The Statement of Work
  - b. Exhibit A      Contract Deliverables
  - c. Exhibit B      Price and Payment Schedule
  - d. Exhibit C      Special Provisions
  - e. Exhibit D      Administrative Services
  - f. Exhibit E      Requirements- Contractor Responses
  - g. Exhibit F      Work Plan
  - h. Exhibit G      Agency RFP with Addendums, by reference
  - i. Exhibit H      Contractor Proposal, by reference
  - j. Exhibit I      Certificates and Attachments

**1.2 Order of Precedence**

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

- a. State of New Hampshire, DEPARTMENT OF SAFETY Contract 2014-095.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

- b. RFP 2014-095, dated January 30, 2014, with addenda Numbers 1 and 2 incorporated; then
- c. MTG’s Proposal, dated February 28, 2014.

**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 30 June, 2015 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, 2017.

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

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

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

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

**3. CONTRACT MANAGEMENT**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

**3.1 MTG's Contract Manager**

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

Charles C. Collins, Jr.  
Senior Partner and Chief Administrative Officer  
401 Second Avenue Suite 240, Seattle, Washington 98104  
Tel: (206) 442-5010  
Fax: (206) 442-5011 Fax  
Email: ccc@mtgmc.com

**3.2 MTG's Project Manager**

**3.2.1 Contract Project Manager**

MTG shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. MTG'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 MTG Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of MTG's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

**3.2.2** MTG Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as MTG's representative for all administrative and management matters. MTG'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. MTG's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. MTG's Project Manager must work diligently and use his/ her best efforts on the Project.

**3.2.3** MTG shall not change its assignment of MTG Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of MTG's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than MTG Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be 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. MTG shall assign a replacement MTG Project Manager within ten (10) business days of the departure of the prior MTG Project Manager, and MTG shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim MTG 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 MTG in default and pursue its

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

remedies at law and in equity, if MTG fails to assign a MTG Project Manager meeting the requirements and terms of the Contract.

- 3.2.5** The MTG Project Manager is:  
Terrance A. Gough  
Project Manager  
401 Second Avenue South Suite 240  
Seattle, Washington, 98104  
Tel: (206) 442-5010  
Fax: (206) 442-5011 Fax  
Email: tag@mtgmc.com

### **3.3 MTG Key Project Staff**

- 3.3.1** MTG shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on MTG Key Project Staff. The State reserves the right to require removal or reassignment of MTG’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** MTG shall not change any MTG Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of MTG Key Project Staff will not be unreasonably withheld. The replacement MTG Key Project Staff shall have comparable or greater skills than MTG Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,
- 3.3.3** Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare MTG in default and to pursue its remedies at law and in equity, if MTG fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with MTG’s replacement Project staff.

**3.3.3.1** MTG Key Project Staff shall consist of the following individuals in the roles identified below:

**MTG’s Key Project Staff:**

**Key Member(s)**

**Terrance A. Gough**

**Charles C. Collins**

**Title**

**Project Manager**

**Business Analyst**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

**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:

Rose Curry  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03305  
TEL: (603) 230-5748  
FAX: (603) 271- 4979  
EMAIL: Rose.Curry@doit.nh.gov

**3.5 State Project Manager**

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

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

The State Project Manager is:

Keith Lohmann  
Department of Safety  
33 Hazen Drive  
Concord, NH 03305  
TEL: (603) 230-3041  
FAX: (603) 271-5534  
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 MTG 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**

MTG 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.

MTG may subcontract Services subject to the provisions of the Contract. MTG must submit all information and documentation relating to the Subcontractor, including terms and

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

conditions consistent with this Contract. The State will consider MTG 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**

MTG 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, MTG 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 MTG 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 specifications outlined in the contract. The State will notify MTG in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of MTG's written Certification. If the State rejects the Deliverable, the State shall notify MTG of the nature and class of the Deficiency and MTG shall correct the Deficiency within the period identified in the Work Plan. If no period for MTG's correction of the Deliverable is identified, MTG 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 MTG of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If MTG fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require MTG to continue until the Deficiency is corrected, or immediately terminate the Contract, declare MTG in default, and pursue its remedies at law and in equity.

**5. SOFTWARE**

Not Applicable

**6. WARRANTY**

Not Applicable

**7. SERVICES**

MTG 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**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

**8. WORK PLAN DELIVERABLE**

MTG 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*. MTG 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.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve MTG from liability to the State for damages resulting from MTG'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, MTG must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of MTG 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 MTG 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 MTG'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 MTG'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 five (5) business days of MTG's receipt of a Change Order, MTG shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

MTG 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 MTG's requested Change Order within five (5) 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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

All Change Order requests from MTG to the State, and the State acceptance of MTG'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. INTELLECTUAL PROPERTY**

### **10.1 State's Data**

All rights, title and interest in State Data shall remain with the State. All data and information acquired or developed by Vendor in performance of this Contract shall be and remain the property of DOS. All intellectual property rights in such Deliverables shall remain with the State. This section shall survive the termination of this Contract.

### **10.2 Vendor's Materials**

Subject to the provisions of this Contract, MTG 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, MTG shall not distribute any products containing or disclose any State Confidential Information. MTG 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 MTG employees or third party consultants engaged by MTG.

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**

MTG 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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

**10.5 Survival**

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

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

**11.1 Use of State’s Information**

In performing its obligations under the Contract, MTG 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*). MTG 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 MTG’s performance under the Contract.

**11.2 State Confidential Information**

MTG shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information that becomes available to MTG 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. MTG shall immediately notify the State if any request, subpoena or other legal process is served upon MTG regarding the State Confidential Information, and MTG 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, MTG 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 MTG seeks to maintain the confidentiality of its confidential or proprietary information, MTG must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

MTG considers the Software and Documentation to be Confidential Information. MTG acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by MTG as confidential, the State shall notify MTG and specify the date the State will be releasing the requested information. At the request of the State, MTG shall cooperate and assist the State with the collection and review of MTG's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be MTG's sole responsibility and at MTG's sole expense. If MTG 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 MTG, without any liability to MTG.

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

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

#### **12.2 MTG**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

**12.4 Survival**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

### **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 MTG 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 MTG 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 MTG fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving MTG 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 MTG 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 MTG during the period from the date of such notice until such time as the State determines that MTG has cured the Event of Default shall never be paid to MTG.
- c. Set off against any other obligations the State may owe to MTG 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 MTG 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.

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

**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 MTG. In the event of a termination for convenience, the State shall pay MTG the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

**13.2.2** During the thirty (30) day period, MTG 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 MTG 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 MTG, the State shall be entitled to pursue the same remedies against MTG as it could pursue in the event of a default of the Contract by MTG.

**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 MTG 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, MTG shall:

- a.** Stop work under the Contract on the date, and to the extent specified, in the notice;

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

- 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 MTG 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 MTG has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

**14. CHANGE OF OWNERSHIP**

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

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

**15.1** MTG 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.

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

**15.3** Notwithstanding the foregoing, nothing herein shall prohibit MTG from assigning the Contract to the successor of all or substantially all of the assets or business of MTG provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that MTG 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 MTG, its successors or assigns for the full remaining term of the Contract; continue under the Contract with MTG, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to MTG, its successors or assigns.

**16. DISPUTE RESOLUTION**

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

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

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>CONTRACTOR</b>	<b>STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	Terrance A. Gough	Albert Sheldon, DOS IT Lead	5 Business Days
<b>First</b>	Charles C. Collins Jr	Keith Lohmann DOS Program Manager	10 Business Days
<b>Second</b>	TBD	John Barthlemas, Commissioner DOS	15 Business Days

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

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

**17. ESCROW OF CODE**

- a. Not applicable

**18. GENERAL PROVISIONS**

**18.1 Travel Expenses**

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

MTG 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.

**18.2 Shipping and Delivery Fee Exemption**

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

**18.3 Project Workspace and Office Equipment**

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

**18.4 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 MTG 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 MTG to perform its obligations under the Contract.

**18.5 Required Work Procedures**

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

**18.6 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"), MTG understands and agrees to the following rules:

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall MTG access or attempt to access any information without having the express authority to do so.
- c. That at no time shall MTG access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times MTG 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 MTG. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if MTG 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.

**18.7 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”. MTG understand and agree that use of email shall follow State standard policy (available upon request).

**18.8 Internet/Intranet Use**

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

**18.9 Regulatory Government Approvals**

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

**18.10 Force Majeure**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT AGREEMENT –PART 2**

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

**18.11 Insurance**

**18.11.1 MTG Insurance Requirement**

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

**18.11.2** 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.

**18.12 Exhibits**

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

**18.13 Venue and Jurisdiction**

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

**18.14 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.

**18.15 Work for Hire**

The State shall own all right, title and interest in and to any Software, printed materials or other works, products or deliverables which result from Services rendered by Vendor to the State under this Contract ("work(s)"). The works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, Vendor agrees to assign, and hereby assigns, all copyright and other rights in such work to the State. Vendor shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such works in the United States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. Vendor represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT A  
CONTRACT DELIVERABLES**

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

MTG shall provide the State with Detailed Computerized Criminal History (CCH) aka Criminal History Record Information (CHRI) – Sex Offender Registry (SOR) – Requirements which will meet and perform in accordance with the Specifications.

Prior to the commencement of work on Non-Software and Written Deliverables, MTG 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.

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.

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

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

**Table 2.1: Activities/Deliverables/Milestones Pricing Worksheet - Computerized Criminal History (CCH) aka Criminal History Record Information (CHRI)**

Activity, Deliverable or Milestone	Delivery Type	Delivery Date
Project Work Plan	Non-Software	Effective date plus 10 days
Status Meetings	Non-Software	Ongoing
Knowledge Transfer Plan	Written	Effective date plus 10 days
Detailed Business Requirements Document	Written	Effective date plus 60 days
Completed Knowledge Transfer	Non-Software	Effective date plus 90 days

**Table 2.2: Activities/Deliverables/Milestones Pricing Worksheet - Sex Offender Registry (SOR)**

Activity, Deliverable or Milestone	Delivery Type	Delivery Date
Project Work Plan	Non-Software	Effective date plus 10 days
Status Meetings	Non-Software	Ongoing
Knowledge Transfer Plan	Written	Effective date plus 10 days
Detailed Business Requirements Document	Written	Effective date plus 60 days
Completed Knowledge Transfer	Non-Software	Effective date plus 90 days

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$ 90,305.00. MTG shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow MTG to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

**Table 1.1: Activities/Deliverables/Milestones Pricing Worksheet - Computerized Criminal History (CCH) aka Criminal History Record Information (CHRI)**

Activity, Deliverable or Milestone	Delivery Type	Payment	Delivery Date
Project Work Plan	Non-Software	\$6,772.87	Effective date plus 10 days
Status Meetings	Non-Software	N/A	Ongoing
Knowledge Transfer Plan	Written	N/A	Effective date plus 10 days
Detailed Business Requirements Document	Written	\$22,576.25	Effective date plus 60 days
Completed Knowledge Transfer	Non-Software	\$11,288.12	Effective date plus 90 days
Hold Back Payment		\$4,515.25	At end of Warranty Period

**TOTAL CCH/CHRI SYSTEM**

**Table 1.2: Activities/Deliverables/Milestones Pricing Worksheet - Sex Offender Registry (SOR)**

Activity, Deliverable or Milestone	Delivery Type	Payment	Delivery Date
Project Work Plan	Non-Software	\$6,772.88	Effective date plus 10 days
Status Meetings	Non-Software	N/A	Ongoing
Knowledge Transfer Plan	Written	N/A	Effective date plus 10 days
Detailed Business Requirements Document	Written	\$22,576.25	Effective date plus 70 days
Completed Knowledge Transfer	Non-Software	\$11,288.13	Effective date plus 111 days
Hold Back Payment		\$4,515.25	At end of Warranty Period

**TOTAL SOR SYSTEM**

<b>Table 2- MTG Rates Pricing Worksheet (Hourly Rates)</b>				
Position Title	SFY 2014 7/1/2013- 6/30/2014	SFY 2015 7/1/2014- 6/30/2015	SFY 2016 7/1/2015- 6/30/2016	SFY 2017 7/1/2016- 6/30/2017
Project Manager	\$180	\$180	\$180	\$180
Business Analyst	\$225	\$225	\$225	\$225

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**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 \$90,305.00 (“Total Contract Price”). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to MTG for all fees and expenses, of whatever nature, incurred by MTG in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

**3. INVOICING**

All invoices shall be subject to the State’s prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. 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:

Department of Safety  
Attn: Keith Lohmann / Accounts Payable  
33 Hazen Drive  
Concord, NH 03305

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

MTG Management Consultants, LLC  
401 Second Avenue South Suite 240  
Seattle, Washington 98104

**5. OVERPAYMENTS TO MTG**

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

**6. CREDITS**

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

**7. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the Total Contract price as set forth in the payment tables above, until successful conclusion and acceptance of all documentation and deliverables.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**8. RIGHT TO OFFSET**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT C  
SPECIAL PROVISIONS**

**1. Form P-37 Section 17. NOTICE-** Replace notification to the addressed parties on Contract Agreement Part 1- Section 17 at the addresses given in blocks 1.2 and 1.4 of the Form P-37, to notify the parties below:

**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 following addresses.

TO MTG:  
MTG Management Consultants, LLC  
401 Second Avenue South  
Seattle, Washington 98104  
Tel: (206) 442-5010

TO STATE:  
State of New Hampshire  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03305  
Tel: (603) 223-5748

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT D  
ADMINISTRATIVE SERVICES**

**1. STATUS REPORTS**

The State believes that effective communication and reporting is essential to Project success. At a minimum, the State expects the following:

MTG shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. MTG's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State. MTG must produce project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two week period
- e. Staff time reporting
- f. Issues and concerns requiring resolution
- g. Financial Status to be updated once a month

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

MTG 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, MTG 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.

MTG 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**

MTG 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.

**4. WORK HOURS**

When working on site or when active collaboration with State of NH Personnel is required, MTG personnel shall work normal business hours between 8:15 am and 4:15 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.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
**CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT**  
**CONTRACT 2014-095- PART 3**  
**EXHIBIT E**  
**REQUIREMENT RESPONSES**

**1. Response to Requirements**

1.1 MTG shall provide a fully documented detailed requirements document for the two (2) systems described in the RFP.

**Table 1.1 MTG Responses to Priority (or Mandatory) Requirements, Table of MGT Requirements as base for meeting Priority (or Mandatory) Requirements**

**Table C-1 Requirements, MTG Response Checklist**

This vendor response checklist along with the vendor’s responses and comments are included in Section III of the MTG Proposal.

<b>TABLE C-3 DELIVERABLES</b>	<b>Mandatory (M)/Optional (O)</b>	<b>Comply Yes/ No</b>	<b>Comments</b>
1. Project work plan incorporating the System Development Methodology (SDM), with milestones, for analysis, design, knowledge transfer, training, and project wrap-up.	M	Y	
Project Work Plan – NH Computerized Criminal History (CCH) aka Criminal History Record Information (CHRI)	M	Y	
Project Work Plan – NH Sex Offender Registry (SOR)	M	Y	
2. Status Meetings: a) Project Kick-off meeting and minutes. b) Bi-weekly meetings and minutes, including weekly updates to the project work plan.	M	Y	
3. A knowledge transfer plan for both systems, including structured system design sessions and walkthroughs for DoIT and DOS staff.	M	Y	
4. Detailed Business Requirements Document detailing all business rules, business and data models, process charts, and work flows, developed according to the State of NH System Development Methodology and IEEE Standard 830-1998 and using information as detailed in Section C-2 above.	M	Y	
Detailed Business Requirements – Computerized Criminal History System (CCH) aka Criminal History Record Information System (CHRI)	M	Y	
Detailed Business Requirements – Sex Offender Registry System (SOR)	M	Y	

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT E  
REQUIREMENT RESPONSES**

5. Completed knowledge transfer with State staff for both systems.	M	Y	
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As required, responses are either “Yes” or “No” where:

“Yes” indicates that the services *as proposed* satisfy all aspects of the requirement; and

“No” indicates that the services *as proposed* do not satisfy one or more aspects of the requirement.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS  
PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT F  
WORK PLAN**

MTG's Project Manager and the State Project manager shall finalize the Work Plan within 10 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 MTG's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of MTG and State Project Managers.

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

In conjunction with MTG's Project Management methodology, which shall be used to manage the Project's life cycle, the MTG team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and MTG team members), refine the Project's scope, and establish the Project's schedule. The Plan is documented in accordance with MTG's Work Plan and shall utilize Microsoft Project 2007 to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the MTG and State Project Managers.

## **1. ASSUMPTIONS**

### **A. General**

- The State shall provide team members with decision-making authority to support the requirement documentation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- 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.
- MTG shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

### **B. Logistics**

- The MTG Team shall perform this project at State facilities at no cost to MTG.
- The MTG Team reserves the right to perform that work at a facility other than that furnished by the State, when practical, at their expense.
- The MTG Team shall honor all holidays observed by MTG or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the MTG Team, including PCs, phones, 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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS  
PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT F  
WORK PLAN**

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 MTG Team and shall be available when the Project begins.

**C. Project Management**

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete project tasks.
- A document repository 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. MTG Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored by both MTG and State Teams on a “shared” network drive to facilitate ease and speed of access.
- MTG recognizes that an Alternate State Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

**D. Technical Environment and Management**

- The State is responsible for providing the hardware, network (non-wireless), and communication facilities needed to support the project.
- The State is responsible for providing the Internet access.

**E. Project Schedule**

- Project start date is planned to begin on 1 April 2014 with a project end date of the effective date plus one hundred (100) days.

**F. Reporting**

- MTG shall conduct status meetings at least biweekly, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

**G. Knowledge Transfer**

- The MTG Team shall lead the training of the State IT group.

**2. ROLES AND RESPONSIBILITIES**

**A. MTG Team Roles and Responsibilities**

**1) MTG Team Project Executive**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS  
PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT F  
WORK PLAN**

The MTG Team’s Project Executives (MTG and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the documentation produced throughout the project life cycle. The Project Executive shall advise the MTG Team Project Manager and the State’s Project leadership on the best practices for utilizing the MTG documentation produced. The Project Executive shall participate in the definition of the project plan and provide guidance to the State’s Team.

**2) MTG Team Project Manager**

The MTG 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 MTG Documentation Team. The MTG 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 MTG Team consultants to tasks in the Documentation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all MTG Team members;
- Provide weekly, updated 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 Project 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) MTG Team**

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

- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS  
PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT F  
WORK PLAN**

**4) MTG Team**

The MTG team shall assume the following tasks:

- Development and review of Detailed Requirements to determine that they are at an appropriate level of detail and quality;

**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 Project phase. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Project.

**1) State Project Manager**

The State Project Manager shall work side-by-side with the MTG Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate project status to stakeholders on a regular basis. The State Project Manager represents the State in all decisions on project matters, provides all necessary support in the conduct of the 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 MTG team;
- Assist the MTG 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 MTG Project Manager of any urgent issues if and when they arise; and
- Assist the MTG team staff to obtain requested information if and when required to perform certain project tasks.

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

The role of the State SMEs is to assist application teams with an understanding of the State's current business practices and processes,

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS  
PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT F  
WORK PLAN**

provide agency knowledge, and participate in the implementation. Responsibilities of the SMEs include the following:

- Be the key user and contact for their Agency or Division;
- Attend Project team training, meetings and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;

**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 MTG 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 MTG 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 MTG 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 MTG will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at all project meetings.

**4) State Application DBA (DoIT)**

Answer questions about state Database

**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;

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS  
PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT F  
WORK PLAN**

**3. INTERFACES**

Interfaces shall be identified and documented in cooperation with the State including but not limited to those identified in RFP Appendix C-4: Current Interfaces.

**4. PRELIMINARY WORK PLAN**

The following provides the preliminary Work Plan for the Contract. The State and MTG must make adjustments to this plan based on G & C approval dates etc.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS  
PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT F  
WORK PLAN

Detailed Project Schedule (Tentative)

Phase/Task	Task Name	Duration	Predecessors	Start	Finish	Resource Names
1	<b>Phase 0</b>	<b>70 days</b>		<b>Tue 4/1/14</b>	<b>Mon 7/7/14</b>	
2	Task 0.0	2 wks		Tue 4/1/14	Mon 4/14/14	
3	Task 0.1	2 wks		Tue 4/1/14	Mon 4/14/14	
4	Task 0.2	2 wks		Tue 4/1/14	Mon 4/14/14	
5	Task 0.3	2 wks		Tue 4/1/14	Mon 4/14/14	
6	Task 0.4	2 wks		Tue 4/1/14	Mon 4/14/14	
7	Task 0.5	1 wk	5	Tue 4/15/14	Mon 4/21/14	
8	Task 0.6	1 wk	5	Tue 4/15/14	Mon 4/21/14	
9	Task 0.7	14 wks		Tue 4/1/14	Mon 7/7/14	
10	Deliverable	0 days	5	Mon 4/14/14	Mon 4/14/14	
11	Deliverable	0 days	7	Mon 4/21/14	Mon 4/21/14	
12	Deliverable	0 days	8	Mon 4/21/14	Mon 4/21/14	
13	Deliverable	14 wks		Tue 4/1/14	Mon 7/7/14	
14						
15	<b>Phase 1</b>	<b>15 days</b>		<b>Tue 4/22/14</b>	<b>Mon 5/12/14</b>	
16	Task 1.1	2 wks	8	Tue 4/22/14	Mon 5/5/14	
17	Task 1.2	2 wks	8	Tue 4/22/14	Mon 5/5/14	
18	Task 1.3	2 wks	8	Tue 4/22/14	Mon 5/5/14	
19	Task 1.4	2 wks	8	Tue 4/22/14	Mon 5/5/14	
20	Task 1.5	2 wks	8	Tue 4/22/14	Mon 5/5/14	
21	Task 1.6	2 wks	8	Tue 4/22/14	Mon 5/5/14	
22	Task 1.7	1 wk	21	Tue 5/6/14	Mon 5/12/14	
23	Task 1.8	1 wk	21	Tue 5/6/14	Mon 5/12/14	
24	Task 1.9	1 wk	21	Tue 5/6/14	Mon 5/12/14	
25	Deliverable	0 days	21	Mon 5/5/14	Mon 5/5/14	

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS  
PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT F  
WORK PLAN

Phase/Task	Task Name	Duration	Predecessors	Start	Finish	Resource Names
26 Deliverable	Final CCH and SOR Current State Analysis	0 days	24	Mon 5/12/14	Mon 5/12/14	
27						
28 Phase 2	CCH and SOR Requirements Definition	20 days		Tue 5/13/14	Mon 6/9/14	
29 Task 2.1	Prepare Sample Future CCH and SOR Requirements	1 wk	24	Tue 5/13/14	Mon 5/19/14	
30 Task 2.2	Schedule Individual/Group Interviews and Sessions	1 wk	24	Tue 5/13/14	Mon 5/19/14	
31 Task 2.3	Conduct Requirements Verification Interviews	2 wks	30	Tue 5/20/14	Mon 6/2/14	
32 Task 2.4	Conduct Requirements Verification Group Sessions	2 wks	30	Tue 5/20/14	Mon 6/2/14	
33 Task 2.5	Develop Draft CCH and SOR Future Requirements	1 wk	32	Tue 6/3/14	Mon 6/9/14	
34 Deliverable	Draft CCH Future Requirements	0 days	33	Mon 6/9/14	Mon 6/9/14	
35 Deliverable	Draft SOR Future Requirements	0 days	33	Mon 6/9/14	Mon 6/9/14	
36						
37 Phase 3	Requirements Verification and Completion	20 days		Tue 6/10/14	Mon 7/7/14	
38 Task 3.1	Review and Address Draft Requirement Anomalies	3 wks	33	Tue 6/10/14	Mon 6/30/14	
39 Task 3.2	Conduct Ad-hoc and/or Scheduled Stakeholder Follow-Up Session	1 wks	11	Tue 6/10/14	Mon 6/30/14	
40 Task 3.3	Update Draft Requirements and Review with DOs as Appropriate	3 wks	33	Tue 6/10/14	Mon 6/30/14	
41 Task 3.4	Finalize CCH and SOR Future Requirements	3 wks	33	Tue 6/10/14	Mon 6/30/14	
42 Task 3.5	Complete Knowledge Transfer Planning Items	1 wk	41	Tue 7/1/14	Mon 7/7/14	
43 Task 3.6	Conduct Exit Meeting	1 wk	41	Tue 7/1/14	Mon 7/7/14	
44 Deliverable	Final CCH Future Requirements	0 days	41	Mon 6/30/14	Mon 6/30/14	
45 Deliverable	Final SOR Future Requirements	0 days	41	Mon 6/30/14	Mon 6/30/14	
46 Deliverable	Completed Knowledge Transfer Plan Execution	0 days	41	Mon 7/7/14	Mon 7/7/14	

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS  
PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT G  
RFP 2014-095 BY REFERENCE**

NH DEPARTMENT OF SAFETY RFP 2014-095 CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS PROJECT – Detailed Requirements Project RFP (with Addenda 1 through 3) Incorporated is attached herewith.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS  
PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT H  
VENDOR PROPOSAL BY REFERENCE**

MTG Proposal to the NH Department of Safety RFP 2014-095 dated 28 February 2014 is incorporated herein by reference.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CRIMINAL RECORDS – SEX OFFENDER REGISTRY – DETAILED REQUIREMENTS  
PROJECT  
CONTRACT 2014-095- PART 3  
EXHIBIT I  
SPECIAL EXHIBITS , ATTACHMENTS, AND CERTIFICATES**

Attached are:

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

# 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 Management Technology Group, LLC doing business in New Hampshire as MTG Management Consultants, a(n) Washington limited liability company, registered to do business in New Hampshire on March 21, 2014. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21<sup>st</sup> day of March, A.D. 2014

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

William M. Gardner  
Secretary of State



**MTG Management Consultants, LLC**

401 Second Avenue South, Suite 240  
Seattle, Washington 98104-3858  
206.442.5010 206.442.5011 fax  
www.mtgmc.com

March 18, 2014

David Perry  
Information Technology Manager  
New Hampshire Department of Information Technology  
27 Hazen Dr.  
Concord, New Hampshire, 03301

Dear Mr. Perry:

Please find this letter and enclosure regarding Certificate of Authority/Vote required for contracting purposes between the State of New Hampshire and MTG Management Consultants, LLC. Mr. Charles C. Collins, a Senior Partner with MTG and its Chief Administrative Officer, is authorized by MTG's Board of Member Representatives to enter into an agreement and/or amendment with the State of New Hampshire relative to the request for proposal 2014-095 (Criminal Records – Sex Offender Registry – Detailed Requirements Project) as indicated in the enclosed Consent to Action (COA).

As indicated in the attached COA, Mr. Collins has unlimited authority to bind the firm to proposals and approve contracts. Please do not hesitate to contact me with any questions.

Very truly yours,

MTG MANAGEMENT CONSULTANTS, LLC

A handwritten signature in black ink, appearing to read 'Joseph D.K. Wheeler'.

Joseph D.K. Wheeler  
Chief Executive Officer

JDW/ccc/6306.001/

Enclosure

CONSENT TO ACTION  
BOARD OF MEMBER REPRESENTATIVES OF  
MTG MANAGEMENT CONSULTANTS, L.L.C.

The undersigned, being all of the Board of Member Representatives of MTG Management Consultants, L.L.C., hereby consent and agree to the following, effective for all purposes on February 1, 2014:

BE IT RESOLVED, the Board of Member Representative delegates authority to bind MTG to proposals for service, and enter into contracts to deliver services on behalf of the company with the following limitation.

- Senior managers are authorized to bind the firm to proposals for no more than \$200,000 and approve contracts and contract amendments not to exceed \$200,000.
- Partners are authorized to bind the firm to proposals for no more than \$500,000 and approve contracts and contract amendments not to exceed \$500,000.
- Senior Partners who are not officers of the firm are authorized to bind the firm to proposals for no more than \$1,000,000 and approve contracts and contract amendments not to exceed \$1,000,000.
- Unlimited authority to bind the firm to proposals and approve contracts is delegated to the officers of MTG.

Additionally, authorized individual may delegate their proposal and contract approval authority to any MTG employee for a single proposal, contract, or contract amendment. All delegations of authority must be provided in writing or e-mail. This Resolution supersedes and replaces in total the Board Resolution dated January 1, 2008.



Charles C. Collins, Jr.



Robert E. Kaelin



Joseph D.K. Wheeler







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/6/2014

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

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

<b>PRODUCER</b> <b>SEATTLE GENERAL AGENCY</b> 1715 W Nickerson St Seattle, WA 98119-1633	<b>CONTACT NAME</b> PHONE (A/C No, Ext): (206) 282-7000 FAX (A/C No): (206) 283-1419 E-MAIL ADDRESS: jadams@seattlegeneralagency.com
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Capitol Specialty Ins</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> <b>MTG Management Consultants, Inc.</b> 401 Second Ave So., Ste 240 Seattle, WA 98104 206 442 5010	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			SGC03478-02	3/1/14	3/1/15	\$2,000,000 Each Act \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Professional Liability - Errors & Omissions. Claims Made, deductible \$20,000 Limit \$2,000,000 each act, \$2,000,000 policy aggregate limit.  
Reference: RFP 2014-095 Computerized Criminal History (CCH) aka Criminal History Record Info. (CHRI) and New Hampshire Sex Offender Registry (SOR)

<b>CERTIFICATE HOLDER</b> State of New Hampshire Department of Safety Warehouse 41 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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