



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

P.O. BOX 1806  
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639  
TDD Access: 1-800-735-2964

William L. Wrenn  
Commissioner

Bob Mullen  
Director

May 10, 2013

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

Retroactive

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a **retroactive** contract by exercising the final renewal option, Amendment D (Contract #2004-024), with Abilis New England, Inc. (VC# 153240), 245 Commercial Street, Portland, ME 04101, by increasing the contract amount by \$525,032.21 from \$2,749,681.20 to \$3,274,713.41, for the provision of software services and support for the Corrections Information System (CORIS) from April 1, 2013 through March 31, 2015, effective upon Governor and Executive Council approval.

Funding for Amendment, 2004-024D, is available for the Department of Corrections, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2014 and SFY 2015 is contingent upon the availability and continued appropriation of funds. This Amendment is funded by 41.7% Other Funds and 58.3% OIT General Funds for Agency Class 027 used by the New Hampshire Department of Corrections to reimburse the Department of Information Technology (DoIT).

Abilis New England, Inc. Original Contract - Amendment 2004-024C		
Account	Description	SFY 2005-2013
DOC Funds		
010-046-8303-090-0230	Restitution Funds	186,169.28
030-046-9650-090	Prison Automation	580,000.00
010-046-8345/8376-020	Byrne Grant	564,403.36
010-046-8377-020	NCHIP Sub-Grant	272,367.36
010-046-8303-999-9999	Restitution Funds	361,089.10
010-046-9999-999-9999	Canteen Funds	86,803.77
% Other Funds		74.58%
OIT Funds		
010-003-1665-037-0330	OIT Funds	61,580.00
010-003-1665-024-0230	OIT Funds	14,503.00
010-003-1665-020-0220	OIT Funds	10,522.00
010-003-1660-046-0465	OIT Funds	96,000.00
010-003-1670-024-0230	OIT Funds	516,243.33
% of OIT - State General Funds		25.42%
Sub-total: SFY 2005-2013		2,749,681.20

Abilis New England, Inc. Amendment 2004-024D (April 1- March 31, 2015)					
Account	Description	Job #	SFY2013	SFY2014	SFY2015
<b>DOC Funds</b>					
010-046-8303-0-0-7130400	Restitution Funds	N/A	23,157.50	90,813.73	69,472.50
010-046-9999-999-9999-7130400	Agency Account	N/A	4,462.64	17,500.56	13,387.93
% Other Funds			100.00%	39.17%	37.51%
<b>OIT Funds</b>					
01-03-03-030010-76460000-DoIT-IT for DOC 038-509038-Technology Software	OIT Funds	3460010	-	149,050.00	138,057.55
01-03-03-030010-76460000-DoIT-IT for DOC 046-500465-Consultants	OIT Funds	3460010	-	19,129.80	-
% of OIT - State General Funds			0.00%	60.83%	62.49%
<b>Totals by SFY</b>			<b>27,620.14</b>	<b>276,494.09</b>	<b>220,917.98</b>
<b>Sub-total Support and Enhancement Maintenance</b>					<b>525,032.21</b>
<b>Total Abilis New England, Inc. Contract</b>					<b>3,274,713.41</b>

### EXPLANATION

This contract, Amendment D, is **retroactive** due to delays of receiving the required contract documents from the vendor.

The original contract was approved by Governor and Executive Council on March 9, 2005, Item #26A and amended by Amendment A, 2004-024A, by the Fiscal Committee on November 16, 2005, Item #FIS-231 and the Governor and Executive Council on December 7, 2005, Item #37; the Fiscal Committee on September 19, 2006, Item #FIS 06-283 and the Governor and Executive Council on September 27, 2006, Late Item K, to approve the extension of a Federal grant award end date, with no increase in funding; Amendment B, 2004-024B, by the Governor and Executive Council on October 17, 2007, Item #43 and Amendment C, 2004-024C, on June 25, 2008, Item #90.

CORIS is the New Hampshire Department of Corrections primary system of record and contains all electronic offender files. It serves as the main operational system for most day-to-day functions within the Department. As such, it is subject to frequent revisions based on changes to internal process and external influences such as statutory changes. There are normally two updates made to the CORIS system annually which are covered under the ongoing maintenance agreement with Abilis New England, Inc. Larger revisions, however, require work beyond that is included in the maintenance agreement.

Amendment 2004-024D shall modify the completion date from March 31, 2013 to March 31, 2015 and increase the estimated price limitation by \$525,032.21 from \$2,479,681.20 to \$3,274,713.41.

The New Hampshire Department of Corrections and the Department of Information Technology respectfully request approval of Amendment 2004-024D.

Respectfully Submitted,



William L. Wrenn  
Commissioner



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

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

**Peter C. Hastings**  
*Acting Commissioner*

May 15, 2013

William L. Wrenn, Commissioner  
State of New Hampshire  
Department of Corrections  
105 Pleasant St.  
PO Box 1806  
Concord NH 03302

Dear Commissioner Wrenn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend existing contract 2004-024 Offender Management System, with Abilis New England Inc. Additionally, DoIT approves the use of the DoIT funds in the amount of \$306,237.35 as specified in the proposed amendment to existing contract 2004-024D.

This is a request for approval to amend the contract to extend the expiration date from March 31, 2013 through March 31, 2015 and to increase the contract amount by \$525,032.21, from \$2,749,681.20 to \$3,274,713.41. The amendment for software maintenance and enhancements will be effective upon Governor and Executive Council approval through March 31, 2015. This project is set forth in the Department of Corrections' Strategic Information Technology Plan, named as Unified Offender Management System, dated October 21, 2005, Project No. 104.

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

Sincerely,

  
Peter C. Hastings

PCH/ltn  
A&E RID# 13690  
2004-024D

cc: Leslie Mason, DoIT  
Jennifer Lind, DOC

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024 AMENDMENT D**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2004-024, on March 9, 2005, Item #26A (herein after referred to as the "Agreement"), with an expiration date of December 31, 2006, and options to renew through December 31, 2014, xWave agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the New Hampshire Department of Corrections (hereinafter referred to as the "Department") of certain sums as specified therein;

WHEREAS the Governor and Council on December 7, 2005 Item #37 (Amnd A) increased the contract by \$307,480.00 from \$1,396,000.00 to \$1,703,480.00 for a J-ONE interface with the court system;

WHEREAS the Governor and Council on October 17, 2007 Item #43 (Amnd B) decreased the contract by \$90,540.00 from \$1,703,480.00 to \$1,612,940.00 due to a change in scope to provide software licensing, implementation and training services; and as a result of implementation delays; and extended the contract expiration date to March 31, 2009;

WHEREAS the Governor and Council on June 25, 2008 Item #90 (Amnd C) extended the contract expiration until March 31, 2013, and increased the contract funding by \$1,136,741.20, from \$1,612,940.00 to \$2,749,681.20 for system enhancements and maintenance;

WHEREAS, the Department wishes to increase the contract price by \$525,032.21, increasing the total contract price from \$2,749,681.20 to \$3,274,713.41;

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

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

Form P-37 Agreement/General Provisions is hereby amended as follows:

1. Remove the company name "xWave New England" in Section 1.3 and replace it with "Abilis New England, Inc."
2. Amend Section 1.6 of the General Provisions of the Agreement by changing the Completion Date to March 31, 2015.
3. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$2,749,681.20 to \$3,274,713.41.

Exhibit A: Scope of Work/Services of the Agreement is hereby amended as described in Table 1:

**Table 1**

<b>Contract # 2004-024</b>	<b>AMENDED TEXT</b>
<b>Entire Contract</b>	
<b>All Contract Documents</b>	Replace all instances of "Xwave," "Xwave New England," and "Xwave New England Corporation," with "Abilis New England Corporation" or "Abilis New England, Inc." or "Abilis."
<b>Contract # 2004-024</b>	<b>AMENDED TEXT</b>
<b>Exhibit A Section Number</b>	
<b>Section 7.3</b>	Delete Section 7.3: <i>Xwave Contract Manager</i> , and replace with:  7.3 ABILIS CONTRACT MANAGER

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DOC OFFENDER MANAGEMENT SYSTEM ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024 AMENDMENT D**

	<p>Abilis New England, Inc. shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person is: Patrice Dionne VP, General Manager Abilis New England, Inc. 245 Commercial Street Suite 303 Portland Maine USA 04101 <a href="mailto:pdionne@abilisne.com">pdionne@abilisne.com</a></p> <p>or the designated successor.</p> <p>The State reserves the right to approve or disapprove the Abilis Contract Manager, and to require removal and replacement of any Contract Manager, who in the sole judgment of the State is not performing to the State’s satisfaction.</p>																				
Section 8.1.1	<p>Delete Section 8.1.1 and replace with:</p> <p>8.1.1 Mike McDiarmid Project Manager Douglas Richards, Support Manager Patrice Dionne, General Manager</p>																				
Section 25 Internal Escalation Procedure for Disputes	<p>Delete the Dispute Resolution Responsibility and Schedule Table and replace with:</p> <table><tr><th>LEVEL</th><th>ABILIS</th><th>STATE</th><th>CUMULATIVE ALLOTTED TIME</th></tr><tr><td>Primary</td><td>Douglas Richards Support Manager</td><td>Ron Cormier Project Manager</td><td>5 Business Days</td></tr><tr><td>First</td><td>Patrice Dionne General Manager</td><td>William McGonagle Assistant Commissioner</td><td>10 Business Days</td></tr><tr><td>Second</td><td>Eric LeGoff Chief Operating Officer</td><td>William Wrenn Commissioner</td><td>15 Business Days</td></tr></table>	LEVEL	ABILIS	STATE	CUMULATIVE ALLOTTED TIME	Primary	Douglas Richards Support Manager	Ron Cormier Project Manager	5 Business Days	First	Patrice Dionne General Manager	William McGonagle Assistant Commissioner	10 Business Days	Second	Eric LeGoff Chief Operating Officer	William Wrenn Commissioner	15 Business Days				
LEVEL	ABILIS	STATE	CUMULATIVE ALLOTTED TIME																		
Primary	Douglas Richards Support Manager	Ron Cormier Project Manager	5 Business Days																		
First	Patrice Dionne General Manager	William McGonagle Assistant Commissioner	10 Business Days																		
Second	Eric LeGoff Chief Operating Officer	William Wrenn Commissioner	15 Business Days																		
Contract # 2004-024  Exhibit B Section Number	AMENDED TEXT																				
Section 4 Cost of Annual Support and Maintenance	<p>Add the following to Exhibit B Section 4: Cost of Annual Support and Maintenance:</p> <p><b>Maintenance Funding Chart 2</b> found in Attachment 1 of this amendment.</p>																				
Section 2 Cost of Annual Support and Maintenance	<p>Delete <b>CORIS Software Maintenance Schedule of Fees</b> Table and add the following to the end of the chart titled: IT Services Deliverables:</p> <table><tr><th colspan="3">CORIS Software Maintenance Schedule of Fees Table (Without enhancement fees)</th><th></th></tr><tr><td>FY2008 Support and Maintenance</td><td>7/1/2007 – 6/30/2008</td><td>Payment by: 7/10/2007</td><td>60,000</td></tr><tr><td>FY2009 Support and Maintenance</td><td>7/1/2008 – 6/30/2009</td><td>Payment by: 7/10/2008</td><td>104,200.00</td></tr><tr><td>FY2010 Support and Maintenance</td><td>7/1/2009 – 6/30/2010</td><td>Payment by: 7/10/2009</td><td>218,484.00</td></tr><tr><td>FY2011 Support and Maintenance</td><td>7/1/2010 – 6/30/2011</td><td>Payment by: 7/10/2010</td><td>222,853.68</td></tr></table>	CORIS Software Maintenance Schedule of Fees Table (Without enhancement fees)				FY2008 Support and Maintenance	7/1/2007 – 6/30/2008	Payment by: 7/10/2007	60,000	FY2009 Support and Maintenance	7/1/2008 – 6/30/2009	Payment by: 7/10/2008	104,200.00	FY2010 Support and Maintenance	7/1/2009 – 6/30/2010	Payment by: 7/10/2009	218,484.00	FY2011 Support and Maintenance	7/1/2010 – 6/30/2011	Payment by: 7/10/2010	222,853.68
CORIS Software Maintenance Schedule of Fees Table (Without enhancement fees)																					
FY2008 Support and Maintenance	7/1/2007 – 6/30/2008	Payment by: 7/10/2007	60,000																		
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FY2010 Support and Maintenance	7/1/2009 – 6/30/2010	Payment by: 7/10/2009	218,484.00																		
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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DOC OFFENDER MANAGEMENT SYSTEM ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024 AMENDMENT D**

	FY2012 Support and Maintenance	7/1/2011 – 6/30/2012	Payment by: 7/10/2011	227,310.74
	FY2013 Support and Maintenance	7/1/2012 – 3/31/2013 (9 months)	Payment by: 7/10/2012	173,892.78
	<b>SUB TOTAL</b>			1,006,741.20
	FY2013 Support and Maintenance	4/1/2013 – 6/30/2013 (3 months)	Payment by: 4/10/2013	27,620.14
	FY2014 Support and Maintenance	7/1/2013 – 6/30/2014 (12 months)	Payment by: 7/10/2014	236,494.09
	FY2015 Support and Maintenance	7/1/2014 – 3/31/2015 (9 Months)	Payment by: 7/10/2014	180,917.98
	<b>GRAND TOTAL</b>			1,451,773.41

**Section 3  
IT Services  
Hourly  
Rates**

Delete Table 2 **Current IT Services Hourly Rates**, and replace with:

IT Services Position Title	Dates	Rates	Dates	Rates	Dates	Rates
<b>Project Director</b>	8/1/04 – 6/30/06	No Charge	6/25/08 – 3/31/13	\$175	4/1/13 – 3/31/15	<b>\$175</b>
<b>Project Manager</b>	8/1/04 – 6/30/06	\$90	6/25/08 – 3/31/13	\$175	4/1/13 – 3/31/15	<b>\$175</b>
<b>Functional Analyst</b>	8/1/04 – 6/30/06	\$80	6/25/08 – 3/31/13	\$135	4/1/13 – 3/31/15	<b>\$135</b>
<b>Data Migration Analyst</b>	8/1/04 – 6/30/06	\$80	6/25/08 – 3/31/13	\$120	4/1/13 – 3/31/15	<b>\$125</b>
<b>Software Developer</b>	8/1/04 – 6/30/06	\$70	6/25/08 – 3/31/13	\$120	4/1/13 – 3/31/15	<b>\$125</b>
<b>Senior Consultants</b>	8/1/04 – 6/30/06	\$80	6/25/08 – 3/31/13	\$120	4/1/13 – 3/31/15	<b>\$125</b>
<b>Trainer</b>	8/1/04 – 6/30/06	\$70	6/25/08 – 3/31/13	\$150	4/1/13 – 3/31/15	<b>\$150</b>
<b>QA/DBA/Config. Management</b>	8/1/04 – 6/30/06	\$70	6/25/08 – 3/31/13	\$120	4/1/13 – 3/31/15	<b>\$120</b>

**Table 3 Contract 2004-024 DOC OFFENDER MANAGEMENT SYSTEM  
AMENDMENT HISTORY**

CONTRACT AND AMENDMENTS NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	NET CHANGE	CONTRACT TOTAL
2004-024	Original Contract	3/9/2005 Item #26A	\$1,396,000.00	\$1,396,000.00
Amendment A	First Amendment (A)	12/7/2005 Item #37	\$307,480.00	\$1,703,480.00
Amendment B	Second Amendment (B)	10/17/2007 Item #43	<\$90,540.00>	\$1,612,940.00
Amendment C	Third Amendment (C)	6/25/2008 Item #90	\$1,136,741.20	\$2,749,681.20
Amendment D	Fourth Amendment (D)	Upon G&C Approval	\$525,032.21	\$3,274,713.41
	<b>CONTRACT TOTAL</b>			<b>\$3,274,713.41</b>

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DOC OFFENDER MANAGEMENT SYSTEM ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024 AMENDMENT D**

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

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

  
\_\_\_\_\_  
Pat Dionne  
Abilis New England inc

Date: 01-28-2013

Corporate Signature Notarized:

STATE OF MAINE

COUNTY OF Cumberland

On this the 28 day of JANUARY, 2013, before me, SCOTT MAZUZAN, the undersigned Officer PATRICE DIONNE, personally appeared and acknowledged her/himself to be the VP, of ABILIS, a corporation, and that she/he, as such being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as


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

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

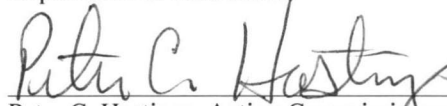
My Commission Expires:

10/28/10  
**SCOTT MAZUZAN**  
(SEAL) Notary Public, Maine  
My Commission Expires October 28, 2010

State of New Hampshire

  
\_\_\_\_\_  
William L. Wrenn, Commissioner  
Department of Corrections

Date: 5/14/13

  
\_\_\_\_\_  
Peter C. Hastings, Acting Commissioner  
Department of Information Technology

Date: 5/17/13

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

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice

Date: 5/21/13

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DOC OFFENDER MANAGEMENT SYSTEM ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024 AMENDMENT D**

**ATTACHMENT 1 – MAINTENANCE FUNDING CHART 2 (Including enhancement fees)**

<b>FY2008 CORIS Maintenance Funding</b>			
<b>Organizational Code</b>	<b>Job Number</b>	<b>Budget Line</b>	<b>Amount</b>
010-046-8303-090-0230-7130400 (Restitution Funds)	NA	0	60,000.00
<b>Total</b>			60,000.00
<b>FY2009 CORIS Maintenance Funding</b>			
<b>Organizational Code</b>	<b>Job Number</b>	<b>Budget Line</b>	<b>Amount</b>
010-003-1665-037-0330-7130400	03460010	20529	4,512.50
010-003-1665-037-0330-7130400	03460010	17857	17,287.50
010-003-1665-037-0330-7130400	03460010	17858	39,780.00
010-003-1665-024-0230-7130400	03460010	17858	14,503.00
010-003-1665-020-0220-7130400	03460010	20518	10,522.00
010-046-9999-999-9999-7130400 (Agency Account)	03460010	0	17,595.00
010-003-1660-046-0465-7130400	03460010	20516	26,000.00
<b>Total</b>			130,200.00
<b>FY2010 CORIS Maintenance Funding</b>			
<b>Organizational Code</b>	<b>Job Number</b>	<b>Budget Line</b>	<b>Amount</b>
010-046-8303-999-9999-7130400 (Restitution Funds)	NA	0	93,636.00
010-003-1670-024-0230-7130400	03460010	99999	132,901.10
010-046-9999-999-9999-7130400 (Agency Account)	03460010	0	17,946.90
<b>Total</b>			244,484.00
<b>FY2011 CORIS Maintenance Funding</b>			
<b>Organizational Code</b>	<b>Job Number</b>	<b>Budget Line</b>	<b>Amount</b>
010-046-8303-999-9999-7130400 (Restitution Funds)	NA	0	95,508.72
010-003-1670-024-0230-7130400	03460010	99999	135,039.12
010-046-9999-999-9999-7130400 (Agency Account)	03460010	0	18,305.84
<b>Total</b>			248,853.68
<b>FY2012 CORIS Maintenance Funding</b>			
<b>Organizational Code</b>	<b>Job Number</b>	<b>Budget Line</b>	<b>Amount</b>
010-046-8303-0-0-7130400 (Restitution Funds)	NA	0	97,418.89
010-003-1670-024-0230-7130400	03460010	99999	137,219.90
010-046-9999-999-9999-7130400 (Agency Account)	03460010	0	18,671.95
<b>Total</b>			253,310.74
<b>FY2013 CORIS Maintenance Funding</b>			
<b>Organizational Code</b>	<b>Job Number</b>	<b>Budget Line</b>	<b>Amount</b>
010-046-8303-0-0-7130400 (Restitution Funds)	NA	0	97,682.99
010-003-1670-024-0230-7130400	03460010	99999	111,083.21
010-046-9999-999-9999-7130400 (Agency Account)	03460010	0	18,746.72
<b>Total</b>			227,512.92
<b>FY2014 CORIS Maintenance Funding</b>			
<b>Organizational Code</b>	<b>Job Number</b>	<b>Budget Line</b>	<b>Amount</b>
010-046-8303-0-0-7130400 (Restitution Funds)	NA	0	90,813.73
010-003-7646-0300-038-9038-7130400	03460010	1047	149,050.00
010-003-7646-0300-046-0465-7130400	03460010	3930	19,129.80
010-046-9999-999-9999-7130400 (Agency Account)	03460010	0	17,500.56
<b>Total</b>			276,494.09
<b>FY2015 CORIS Maintenance Funding</b>			
<b>Organizational Code</b>	<b>Job Number</b>	<b>Budget Line</b>	<b>Amount</b>
010-046-8303-0-0-7130400 (Restitution Funds)	NA	0	69,472.50
010-003-7646-0300-038-9038-7130400	03460010	1047	138,057.55
010-046-9999-999-9999-7130400 (Agency Account)	03460010	0	13,387.93
<b>Total</b>			220,917.98
<b>GRAND TOTAL</b>			1,661,773.41

# 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 Abilis New England Inc. a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on July 6, 2001. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15<sup>th</sup> day of March, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State



# State of New Hampshire 2013 ANNUAL REPORT

The following information shall be given as of January 1  
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2013

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE

WILL BE ASSESSED A LATE FEE.

Filed

Date Filed: 02/21/2013

Business ID: 375847

William M. Gardner

Secretary of State

ABILIS NEW ENGLAND INC.

245 COMMERCIAL STREET, 3RD FLOOR  
PORTLAND, ME 04101

ENTITY TYPE: CORPORATION

BUSINESS ID: 375847

STATE OF DOMICILE: MAINE

NETWORK SOLUTIONS AND SUPPORT; INTEGRATED BUSINESS &  
E-COMMERCE

ADDRESS OF PRINCIPAL OFFICE:

245 COMMERCIAL STREET, 3RD FLOOR  
PORTLAND, ME 04101

REGISTERED AGENT AND OFFICE:

C T CORPORATION SYSTEM  
9 CAPITOL ST  
CONCORD, NH 03301

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

☐

The new mailing address

☐

The new principal office address

PO Box is acceptable.

## OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE OFFICER BELOW)

SEC'Y. Eric Legoff

STREET 1685 avenue Lajole

CITY/STATE/ZIP Montreal XX H2V1R8

PRES. Alain Elbaz

STREET 414 AV Roslyn

CITY/STATE/ZIP Westmount XX H3Y2T5

TREAS. Alain Elbaz

STREET 414 AV Roslyn

CITY/STATE/ZIP Westmount XX H3Y2T5

OTHE. Michael E. High

STREET 84 Marginal Way, Suite 600

CITY/STATE/ZIP Portland ME 04101

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

## BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE DIRECTOR BELOW)

DIR. Eric Legoff

STREET 1685 avenue Lajole

CITY/STATE/ZIP Montreal XX H2V1R8

DIR. Alain Elbaz

STREET 414 AV Roslyn

CITY/STATE/ZIP Westmount XX H3Y2T5

DIR. Pierre Shendleur

STREET 38 Rue L'oree Du Bois, West

CITY/STATE/ZIP Verdun XX H3E2A1

DIR. Patrice Dionne

STREET 245 Commercial St., 3rd Floor

CITY/STATE/ZIP Portland Me 04101

To be signed by an officer, director, or any other person authorized by the board of directors.

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here:

Michael E. High

Please print name and title of signer:

Michael E. High

NAME

OTHER

TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL):



037584720131001

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A  
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE  
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, P.O. Box 9529, Manchester, NH 03108-9529

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS ABILIS NEW ENGLAND INC.**

**IN LIEU OF BOARD MEETING TO ACTION WITHOUT A MEETING.**

Pursuant to applicable provisions of Maine Law and bylaws of Abilis New England Inc. ( the Corporation), the undersigned , being all the directors of the Corporation, hereby consent to the taking of and hereby take the following action by written consent, such actions to be fully effective as if taken at a meeting of the Corporation ,duly called and held on the date hereof at which all of the undersigned were present and acting throughout:

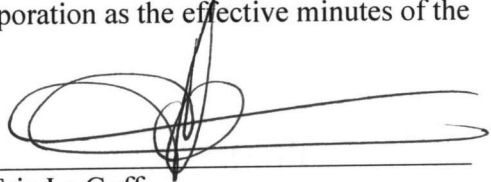
**SIGNATURE OF NEW HAMPSHIRE AGREEMENT  
NOW THEREFORE,**

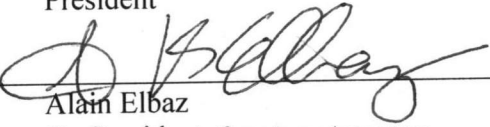
**RESOLVED:** That this Corporation be and is hereby authorized to enter into one or more renewals, amendments or other modifications of the existing contract, and to enter into one or more new contracts with the State of New Hampshire (the State), acting through the Division of Administration of the s Department of Corrections, providing for the performance by the Corporation of certain Offender Management System services and that the Corporation's President, Vice-President or any officer of the Corporation acting singly, be and they hereby are authorized and directed to , for and on behalf of the Corporation ,to enter into the said renewals, amendments, modifications and contracts with the State and to take all such action and to execute, acknowledge and deliver on behalf of the Corporation , any and all agreements and other instruments ( and any revision, amendments, modification thereto) as any of them deem necessary, desirable or appropriate in connection with the same.

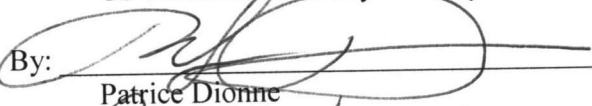
**FURTHER RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described or contemplated by these resolutions shall be given conclusive evidence of the authority of said officer to bind the Corporation thereby.

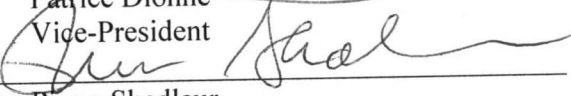
IN WITNESS WHEREOF, the undersigned Officers have executed this consent which shall be filed with the Clerk of the above -named Corporation as the effective minutes of the proceedings of this Corporation.

DATED as of January 23<sup>rd</sup> , 2013

By:   
Eric Le Goff  
President

By:   
Alain Elbaz  
Co-President secretary-treasury

By:   
Patrice Dionne  
Vice-President

By:   
Pierre Shedleur



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2013

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> Marsh USA Inc., Multinational Incoming Unit a service of Seabury and Smith, Inc. 9830 Colonnade Boulevard, Suite 400 PO Box 659520 San Antonio, TX 78265-9520	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 210-691-4100 <b>FAX</b> (A/C, No): 210-737-3584 <b>E-MAIL</b> <b>ADDRESS:</b>																					
<b>INSURED</b> Abilis New England Inc. 245 Commercial St. Portland, ME 04101	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>GRANITE STATE INSURANCE CO</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	GRANITE STATE INSURANCE CO		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>			02-LX-086477735-4	06/01/2013	06/01/2014	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$1,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$0</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$1,000,000	PRODUCTS - COMP/OP AGG	\$0		\$
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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>HIRED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input type="checkbox"/> <b>NON-OWNED AUTOS</b>						<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	<b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> <b>Y/N</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1"><tr><td>WC STATU-TORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. DISEASE - POLICY LIMIT	\$																				

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

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
Department of Corrections,  
ATTN: Commissioner  
105 Pleasant Street  
Concord, NH, 03301

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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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

DS#37988112



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/30/2013

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<b>PRODUCER</b>  MARSH USA INC. 6500 SHERIDAN DRIVE, SUITE 114 WILLIAMSVILLE, NY U.S.A. 14221	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 1-866-616-0088	<b>FAX (A/C, No):</b> 416-349-4564
<b>INSURED</b> Abilis New England Inc. 245 Commercial Street, Suite 303 Portland, ME U.S.A. 04101	<b>EMAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> HARTFORD FIRE INSURANCE COMPANY	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER: 13/14-006-WC****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Evidence of US Workers' Compensation & Employer's Liability coverage.

**CERTIFICATE HOLDER**State of New Hampshire  
Department of Correction  
Attention Commissioner  
105 Pleasant Street  
Concord, NH  
U.S.A. 03301**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

P.O. BOX 1806  
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639  
TDD Access: 1-800-735-2964

William L. Wrenn  
Commissioner

Bob Mullen  
Director

June 9, 2008

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

G & C  
Pending 6-25-2008  
Approved 6-25-2008  
Item # 90

REQUESTED ACTION

Authorize the NH Department of Corrections to enter into a contract amendment (CE971960), with Xwave New England (VC112085), Augusta, ME, for system and enhancement maintenance by increasing the contract amount by \$1,136,741.20 from \$1,612,940.00 to \$2,749,681.20 and extending the completion date from March 31, 2009 through March 31, 2013 effective upon Governor and Council approval. The original contract was approved by Governor and Council on March 9, 2005, item #26A, subsequently, Amendment A was approved December 7, 2005, item #37, and Amendment B was approved October 17, 2007, Item #43. This ~~84~~ year contract amendment is funded by 55.32% OIT General Funds, 44.68% DOC Restitution and Canteen Funds.

Funding for this contract is available in the various accounts as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for SFY2010, SFY2011, SFY2012 and SFY2013 is contingent upon the availability and continued appropriation of funds.

X-wave New England, Inc. (VC 112085)		Support and Enhancement Maintenance					
Account	Description	SFY2008	SFY2009	SFY2010	SFY2011	SFY2012	SFY2013
DOC Funds							
010-046-8303-090-0230	Restitution Funds	60,000.00					
010-046-8303-999-9999	Restitution Funds			93,636.00	95,508.72	97,418.89	74,525.49
010-046-9999-999-9999	Canteen Funds		17,595.00	17,946.90	18,305.84	18,671.95	14,284.08
% Other Funds (Restitution and Canteen)		100.00%	13.51%	45.64%	45.74%	45.83%	44.43%

Account	Description	SFY2008	SFY2009	SFY2010	SFY2011	SFY2012	SFY2013
OIT Funds							
010-003-1665-037-0330	OIT Funds		61,580.00				
010-003-1665-024-0230	OIT Funds		14,503.00				
010-003-1665-020-0220	OIT Funds		10,522.00				
010-003-1660-046-0465	OIT Funds		26,000.00				
010-003-1670-024-0230	OIT Funds			132,901.10	135,039.12	137,219.90	111,083.21
% of OIT - State General Funds		0.00%	86.49%	54.36%	54.26%	54.17%	55.57%

Totals by SFY	60,000.00	130,200.00	244,484.00	248,853.68	253,310.74	199,892.78
Total Support and Enhancement Maintenance						1,136,741.20

### EXPLANATION

The original contract (CE97190), approved by G&C on March 9, 2005 item # 26A, provided for software and services to implement a statewide offender management system.

Amendment "A", approved by G&C on December 7, 2005 item # 37, included an inbound interface from the state's integrated criminal justice project, J-One, increased the scope of the project and the Price Limitation of the contract to \$1,703,480.00, with an expiration date of March 31, 2007.

Amendment "B" changed the deliverables schedule extending the date of completion of the original project scope to August 31, 2008, and modified the project timeline to change the contract expiration date from March 31, 2007 to March 31, 2009, modified the Scope of Services to: add a software interface to kiosk terminals with a pilot implementation at no additional cost to the state; add the requirement of a \$500,000 performance bond; remove \$160,540 of the 20% contract holdback deliverable payment; provide for continued Maintenance and Support services through the contract expiration date of March 31, 2009 for an amount not to exceed \$70,000; commits the Vendor to waive the consortium fee of \$325,000 for the Electronic Medical Records project as described in the Memoranda of Understanding attached; and, added that any cost incurred by the Vendor after December 31, 2007 would be at the sole expense of the Vendor and will result in no additional cost to the Department. Amendment "B" also resulted in an overall reduction of costs associated with this contract in the amount of \$90,540, from a total price limitation of \$1,703,480 to the new amount of \$1,612,940.

This amendment, Amendment "C", authorizes the Department of Corrections to amend the contract (CE97190) including the amendments listed above as follows:

**I. The General Provisions of the Agreement (Form P-37), is hereby amended as follows:**

1. Section 1.5 – Account No. of the General Provisions of the Agreement (Form P-37) shall be amended to include section I. item 1. of Amendment C.
2. Section 1.6 – Completion Date of the General Provisions of the Agreement (Form P-37) shall be amended to delete "March 31, 2009 and insert "March 31, 2013".
3. Section 1.8 - Price Limitation of the General Provisions of the Agreement (Form P-37) shall be amended to delete "\$1,612,940.00 and insert "\$2,749,681.20" an increase of \$1,136,741.20.

**II. Exhibit A: Scope of Work/Services of the Agreement is hereby amended as follows:**

1. The Vendor shall provide support and maintenance for the CORIS R2 upon system implementation, at no charge to the State, from the June 2, 2008 or the CORIS R2 implementation date, whichever is later, until June 30, 2008;
2. The Vendor shall provide for system and enhancement maintenance, and the Vendor and the Department agree to extend the contract for four (4) years as a result of RFP # 2004-024 from March 31, 2009 to March 31, 2013,

**3. Amend Section 35: *Maintenance* to add:**

At the State's sole discretion, Xwave shall deliver functional enhancements, which shall be specified pursuant to the State's change order process further described in Contract 2004-024 Section 24: *Change Control Procedures* (CCP) at a cost not to exceed \$26,000.00 per annum for a total of \$130,000.00 from fiscal year 2009 through fiscal year 2013. Enhancements are changes to the original design, function or query that increases functionality of the original contract.

**III. Exhibit B of the Agreement is hereby amended as follows:**

**Add to Section 2: *FIRM FIXED PRICE PAYMENT SCHEDULE – IT SERVICES***

***DELIVERABLES*, Table 1: *IT Services Deliverables, Events and Preliminary Schedule***

This schedule applies to payment schedule for software maintenance and enhancement services after the implementation of CORIS in June 2008.

**CORIS Software Maintenance Schedule of Fees**

- FY 2009 (starts July 1, 2008) \$164,200.00
- FY 2010 (starts July 1, 2009) \$218,484.00
- FY 2011 (starts July 1, 2010) \$222,853.68
- FY 2012 (starts July 1, 2011) \$227,310.74
- FY 2013 (starts July 1, 2012) \$173,892.78

TOTAL: \$1,006,741.20

**Revise Section 3: *IT Services Hourly Rates* as follows:**

**Add Section 3.1.2: *IT Services Hourly Rates – Year 1 Maintenance***

Additional technical services can be purchased by the Department at the Department's discretion, and subject to Governor and Council approval, to supplement the level of services through this Agreement. Any additional services purchased are available at the schedule of rates put forth below:

**Table 3 IT Maintenance Services Hourly Rates**

<b>IT SERVICES Position Title</b>	<b>Rate/Hour (not to exceed)</b>
Project Director	\$175
Sr. Project Manager	\$175
Project Manager	\$135
Functional Analyst	\$120
Data Migration Analyst	\$120
Software Developer	\$120
Senior Consultants	\$150
Trainer	\$120
QA/DBA/Configuration Management	\$120

**Replace Section 4: *Cost of Annual Support and Maintenance* as follows:**

The annual cost of the CORIS Software Maintenance Agreement is defined in Exhibit L: *CORIS Software Maintenance Agreement*, Section 2: *Payment*, Table 1: *Software Support and Enhancement Maintenance*.

**IV. Exhibit C of the Agreement:****14.1. INSURANCE AND BOND, is hereby amended to read:**

Xwave shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and **\$1,000,000.00 per incident**; and 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than **thirty (30)** days after written notice thereof has been received by the State.

**V. Exhibit L: CORIS Software Maintenance Agreement is hereby amended to read:**

**Amend Paragraph 2 to read as follows:** Subject to the terms and conditions contained in this Agreement, Xwave agrees to provide the Customer with ongoing software support services for the CORIS modules listed in the Xwave written proposal commencing June 2, 2008.

**Amend Section 2 Payment, to read as follows:**

The Department shall pay annually to Xwave a fee according to the Exhibit B: *Firm Fixed Price Payment Schedule* Section 2: *Firm Fixed Price Payment Schedule – IT Service Deliverables*, Table 1: *IT Services, Deliverables, Events and Preliminary Schedule*. The actual costs are reflected in Section 2: *Payment*, Table 1: *Software Support and Enhancement Maintenance*.

**Add Table 1: Software Support and Enhancement Maintenance to Section 2: Payment.**

Table 1: Software Support and Enhancement Maintenance

<u>Subsystem</u>	<u>SFY 09</u>	<u>SFY 10</u>	<u>SFY 11</u>	<u>SFY 12</u>	<u>SFY 13**</u>	<u>Total</u>
R-1	81,800.00	✓93,636.00	✓95,508.72	✓97,418.89	74,525.48	442,889.06
J-ONE	✓39,780.00	✓40,575.60	✓41,387.11	✓42,214.85	32,294.36	196,251.92
R-2	• 25,025.00	✓66,325.50	✓67,652.01	✓69,005.05	52,788.86	280,796.42
Kiosk	✓17,595.00	✓17,946.90	✓18,305.84	✓18,671.95	✓14,284.08	86,803.77
<b>Subtotal*</b>	164,200.00	218,484.00	222,853.68	227,310.74	173,892.78	1,006,741.20
Enhancements	✓26,000.00	26,000.00	26,000.00	26,000.00	26,000.00	130,000.00
<b>Annual Totals</b>	190,200.00	244,484.00	248,853.68	253,310.74	**199,892.78	1,136,741.20

**Amend Section 3: Customer Representative, to read as follows:**

The Customer shall within ten (10) days from the date of this Agreement designate, in writing, an employee or agent to serve as the contact representative for Xwave. The Customer may by notice in writing to Xwave substitute another employee or agent as its representative.

**Amend Section 4: Customer Responsibilities, to read as follows:****Amend 4b to read as follows:**

- the operating environment (including all hardware and software and network environment) within which the CORIS modules are to function, unless Xwave, pursuant to a separate written agreement or amendment to this Agreement, assumes full or partial responsibility for the operating environment.

**Add 4c as follows:**

- database administration services, including but not limited to data fixes and data management tasks such as backup, recovery, network management, disaster recovery and server management.

**Add 4d as follows:**

- system administration services, including but not limited to user account maintenance and system table maintenance.

**Add 4e as follows:**

- end user support (Level 1 & 2 help desk). Level 1 is defined as the initial contact from the Customer User to another State employee. Such issues are typically resolved with State staff. Level 2 support involves issue resolution beyond the initial help desk employee.

**Amend Section 5: *Support Services*, to read as follows:****e. Project Management**

The State of New Hampshire DOC Project Manager and the Xwave Project Manager supporting CORIS New Hampshire are hereby collectively defined as the "Project Management Team". The ongoing management of this work will be coordinated by the Project Management Team. A ticket management system, which is mutually accepted by Xwave and the State, shall be used to capture and manage requests as appropriate. The prioritization, authorization and scheduling of requests shall be handled by the Project Management Team.

All Xwave services related to this Agreement shall be recorded under a separate Project ID number and associated with the support ticket for which the services were provided, thereby enabling the tracking of Xwave services against the original support ticket.

For each maintenance release Xwave will provide the New Hampshire DOC with an estimate of effort for delivery of the Release. Estimates shall be based on Xwave's full life-cycle methodology and include project management, analysis, software development, quality assurance and implementation if purchased by the Customer, as well as any travel required. Each release will be summarized on a Change Management form and will be approved by the Project Management Team prior to execution.

**Amend Section 5a: *Telephone Assistance* (last paragraph) to read as follows:**

Xwave and the Customer understand that this Telephone Assistance is third level support and that the Customer Help Desk or other customer methods are to provide level 1 & 2 support to the Customer system users.

**Amend Section 5b: *Corrective Maintenance Services* to read as follows:**

If the Customer suspects that a defect exists in the modules, the Customer shall notify Xwave of its suspicions using a process defined by the Project Management Team defined for such communication, including a standard defect reporting template and e-mail link. This notification shall comprehensively describe the nature of the suspected defect and provide details of the circumstances of its occurrence. Upon receipt of the Customer's notice, Xwave shall confirm the existence of the defect. If Xwave confirms the existence of the defect, Xwave shall correct it as part of its obligations under this Agreement, as prioritized by the Project Management Team.

A defect is any component of the delivered and installed modules, excluding any third party software components, that can be demonstrated to function incorrectly with respect to the Customer-approved module design which corresponds to that component.

Xwave shall use Class A to immediately resolve any defects that have resulted in a denial of service, i.e. a module is unavailable or major function is not operational.

Any defects that do not affect production operations to 'denial of service' level of severity will be resolved and provided to the Customer during the next CORIS maintenance release, or as prioritized by the Project Management Team.

Defects will be prioritized with the Customer, based on level of severity and addressed by Xwave according to that prioritization. A maintenance release of CORIS may not include all identified corrective maintenance services (defect corrections). The Customer may purchase additional software development services from Xwave to supplement the corrective maintenance services available through this Agreement, at the schedule of rates put forth in the table listed at Paragraph 2: *IT Services Hourly Rates*, subject to increase on the annual renewal of this Agreement.

Xwave shall provide to the Customer up to ten hours per month of services through June 30, 2009 and up to 20 hours per month from July 1, 2009 to March 31, 2013, which may be used to address enhancements to the Customer-installed modules, as directed and prioritized by the Customer. Unused hours would not accrue month over month.

**Amend 5d: Customer-specific Functional Enhancements to read as follows:**

Xwave shall provide to the Customer 20 hours per month of software enhancement development services which may be used to provide functional Enhancements to the Customer-installed modules, as directed and prioritized by the Customer. Change Requests and Problem Reports will be mutually prioritized by the Customer, to provide a complete view of the prioritized workload applicable to this Agreement.

**Contract 2004-024 - Offender Management System Acquisition and Implementation  
Contract Amendment Descriptions:**

CONTRACT AND AMENDMENTS NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	TOTAL CONTRACT AMOUNT
2004-024	Original Contract	3/9/2005	\$1,396,000.00
Amendment A	First Amendment (A)	12/7/2005	\$1,703,480.00
Amendment B	Second Amendment (B)	10/17/2007	\$1,612,940.00
Amendment C	Third Amendment (C)	Upon G & C Approval	\$2,749,681.20
<b>CONTRACT TOTAL</b>		\$2,749,681.20	

During the month of June Xwave has agreed to provide support and maintenance for CORIS upon system implementation, at no charge to the State, from June 2, 2008 until June 30, 3008. The department is under no obligation to make payment on any services conducted prior to Governor and Council approval of this contract amendment. The services outlined in this amendment and payment for said services will begin after approval of this agreement by the Governor and Executive Council.

Authorization from OIT to encumber funds in the OIT accounts and in the dollar amounts listed in the Requested Action of this Governor and Council letter dated June 9, 2008 and as outlined in the amendment "C", has been given by OIT Chief Information Officer Richard C. Bailey Jr. in the attached letter dated June 6, 2008 from OIT approving the project and the funding.

Respectfully Submitted,



William L. Wrenn  
Commissioner



STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor  
27 Hazen Dr., Concord, NH 03301  
603-271-2843 1-800-852-3345 x2843  
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.  
Chief Information Officer

June 6, 2008

William L. Wrenn, Commissioner  
State of New Hampshire  
Department of Corrections  
105 Pleasant St.  
PO Box 1806  
Concord NH 03302

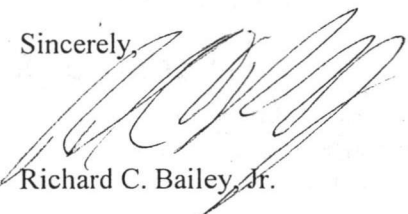
Dear Commissioner Wrenn:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your agency's request to amend existing contract 2004-024: Offender Management System, with XWAVE, New England Corp. Additionally, OIT approves the use of the OIT funds in the amount of \$628,848.33 as specified in the proposed amendment to existing contract 2004-024.

This is a request for approval to amend the contract to extend the expiration date from March 31, 2009 through March 31, 2013 and to increase the contract amount by \$1,136,741.20 from \$1,612,940.00 to \$2,749,681.20. The amendment will be effective upon Governor and Executive Council approval through March 31, 2013. This amendment is for software maintenance and enhancements. This project is set forth in the Department of Corrections Strategic Information Technology Plan Name Unified Offender Management System, dated October 21, 2005, Project No. 104.

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

Sincerely,



Richard C. Bailey, Jr.

RCB/ltn  
A&E RID# 6469  
2004-024

cc: Leslie Mason, Contract Manager, OIT Logistics  
Robert L. Jackson, Jr., Information Technology Manager, OIT

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024  
AMENDMENT C**

WHEREAS, pursuant to a \$1,396,000.00 Agreement approved by Governor and Council, as a result of RFP #2004-024, on March 9, 2005, Item #26A (herein after referred to as the "Agreement"), with an expiration date of March 31, 2007, and options to renew through March 31, 2013, the Vendor agrees to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the New Hampshire Department of Corrections (hereinafter referred to as the "Customer") of certain sums as specified therein;

WHEREAS the Governor and Council on December 7, 2005 Item #37 increased the contract by \$307,480.00 from \$1,396,000.00 to \$1,703,480.00 for a J-ONE interface with the court system;

WHEREAS the Governor and Council on October 17, 2007 Item #43 decreased the contract by \$90,540.00 from \$1,703,480.00 to \$1,612,940.00 due to a change in scope to provide software licensing, implementation and training services; and as a result of implementation delays;

WHEREAS the Governor and Council on October 17, 2007 Item #43 extended the contract project time line term by two (2) years from March 31, 2007 until March 31, 2009, and as the contract expiration date was not extended, then the maintenance period was decreased by a corresponding two (2) years;

WHEREAS on June 2, 2008 the Vendor is scheduled to implement the institutional module known as CORIS R2, which includes the utilization of kiosks and will be integrated with the previous phase known as CORIS R1 for the field services division and will become a single integrated system known as CORIS;

WHEREAS, the Vendor shall provide support and maintenance for CORIS upon system implementation, at no charge to the State, from June 2, 2008 or the CORIS R2 implementation date, whichever is later, until June 30, 2008;

WHEREAS, to provide for system and enhancement maintenance, the New Hampshire Department of Corrections would like to exercise all renewal options and extend the contract for four (4) years as a result of RFP # 2004-024 from March 31, 2009 to March 31, 2013,

WHEREAS, pursuant to the Agreement (Section 17 of the Form P-37) and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Council;

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

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

**I. General Provisions of the Agreement (Form P-37), is hereby amended as follows:**

**1.) Section 1.5 of the General Provisions of the Agreement (Form P-37) shall be amended to read:**

**FY 2008 CORIS Maintenance Funding**

Organizational Code	Job Number	Budget Line	Amount
010-046-8303-090-0230-7130400 (Restitution Funds)	NA	0	60,000.00
TOTAL			60,000.00

**FY 2009 CORIS Maintenance Funding**

Organizational Code	Job Number	Budget Line	Amount
010-003-1665-037-0330-7130400	03460010	20529	4,512.50
010-003-1665-037-0330-7130400	03460010	17857	17,287.50

TERM 1  
3/31/09  
"B"

TERM 2  
3/31/11  
TERM 3  
3/31/13  
"C"

STATE OF NEW HAMPSHIRE  
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**FY 2009 CORIS Maintenance Funding**

Organizational Code	Job Number	Budget Line	Amount
010-003-1665-037-0330-7130400	03460010	17858	✓ 39,780.00
010-003-1665-024-0230-7130400	03460010	17858	✓ 14,503.00
010-003-1665-020-0220-7130400	03460010	20518	✓ 10,522.00
010-046-9999-999-9999-7130400 (Agency Account)	03460010	0	✓ 17,595.00
010-003-1660-046-0465-7130400	03460010	20516	✓ 26,000.00
TOTAL			130,200.00

**FY 2010 CORIS Maintenance Funding**

Organizational Code	Job Number	Budget Line	Amount
010-046-8303-999-9999-7130400 (Restitution Funds)	NA	0	93,636.00
010-003-1670-024-0230-7130400	03460010	99999	132,901.10
010-046-9999-999-9999-7130400 (Agency Account)	03460010	0	17,946.90
TOTAL			244,484.00

**FY 2011 CORIS Maintenance Funding**

Organizational Code	Job Number	Budget Line	Amount
010-046-8303-999-9999-7130400 (Restitution Funds)	NA	0	95,508.72
010-003-1670-024-0230-7130400	03460010	99999	135,039.12
010-046-9999-999-9999-7130400 (Agency Account)	03460010	0	18,305.84
TOTAL			248,853.68

**FY 2012 CORIS Maintenance Funding**

Organizational Code	Job Number	Budget Line	Amount
010-046-8303-0-0-7130400 (Restitution Funds)	NA	0	97,418.89
010-003-1670-024-0230-7130400	03460010	99999	137,219.90
010-046-9999-999-9999-7130400 (Agency Account)	03460010	0	18,671.95
TOTAL			253,310.74

**FY 2013 CORIS Maintenance Funding**

Organizational Code	Job Number	Budget Line	Amount
010-046-8303-0-0-7130400 (Restitution Funds)	NA	0	74,525.49
010-003-1670-024-0230-7130400	03460010	99999	111,083.21
010-046-9999-999-9999-7130400 (Agency Account)	03460010	0	14,284.08
TOTAL			199,892.78
GRAND TOTAL			✓ 1,136,741.20

STATE OF NEW HAMPSHIRE  
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AMENDMENT C

2. Section 1.6 : *Completion Date* of the General Provisions of the Agreement (Form P-37) shall be amended to read **March 31, 2013**.
3. Section 1.8: *Price Limitation* of the General Provisions of the Agreement (Form P-37) shall be amended to read **\$2,749,681.20**.

**II. Exhibit A: Scope of Work/Services of the Agreement is hereby amended as follows:**

**1. Amend Section 35: *Maintenance* to add:**

At the New Hampshire Department of Corrections' sole discretion, xwave shall deliver functional enhancements, which shall be specified pursuant to the State's change order process further described in Contract 2004-024 Section 24: *Change Control Procedures* (CCP) at a cost not to exceed \$26,000.00 per annum for a total of \$130,000.00 from fiscal year 2009 through fiscal year 2013. Enhancements are changes to the original design, function or query that increases functionality of the original contract.

**III. Exhibit B of the Agreement is hereby amended as follows:**

**I. Add to Section 2: *FIRM FIXED PRICE PAYMENT SCHEDULE – IT SERVICES DELIVERABLES*, Table 1: *IT Services Deliverables, Events and Preliminary Schedule***

This schedule applies to payment schedule for software maintenance and enhancement services after the implementation of CORIS in June 2008.

**CORIS Software Maintenance Schedule of Fees**

• FY 2009 (starts July 1, 2008)	\$164,200.00	Payment: July 10, 2008
• FY 2010 (starts July 1, 2009)	\$218,484.00	Payment: July 10, 2009
• FY 2011 (starts July 1, 2010)	\$222,853.68	Payment: July 10, 2010
• FY 2012 (starts July 1, 2011)	\$227,310.74	Payment: July 10, 2011
• FY 2013 (starts July 1, 2012)	<u>\$173,892.78</u>	Payment: July 10, 2012
TOTAL:	<u>\$1,006,741.20</u>	

**2. Revise Section 3: *IT Services Hourly Rates* as follows:**

**Add Section 3.1.2: *IT Services Hourly Rates – Year 1 Maintenance***

Additional technical services can be purchased by the Department of Corrections at its discretion, and subject to Governor and Council approval, to supplement the level of services through this Agreement. Any additional services purchased are available at the schedule of rates put forth below.

**Table 3 IT Maintenance Services Hourly Rates**

IT SERVICES Position Title	Rate/Hour (not to exceed)
Project Director	\$175
Sr. Project Manager	\$175
Project Manager	\$135
Functional Analyst	\$120
Data Migration Analyst	\$120
Software Developer	\$120
Senior Consultants	\$150
Trainer	\$120
QA/DBA/Configuration Management	\$120

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3. **Replace Section 4: *Cost of Annual Support and Maintenance* as follows:**

The annual cost of the CORIS Software Maintenance Agreement is defined in Exhibit L: *CORIS Software Maintenance Agreement*, Section 2: *Payment*, Table 1: *Software Support and Enhancement Maintenance*.

**IV Exhibit C of the Agreement reads as:**

**1. INSURANCE AND BOND**

**Section 14.1 of Contract 2004-024 Statement of Work relating to insurance and bond requirements, Section 14.1 reads:**

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, both for the benefit of the State, 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 \$250,000.00 per claim and \$2,000,000.00 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

**Section 14.1 is hereby amended to read:**

The Vendor shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$1,500,000.00 (CDN) per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than thirty (30) days after written notice thereof has been received by the State.

STATE OF NEW HAMPSHIRE  
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V. Exhibit L: *CORIS Software Maintenance Agreement* is hereby amended as follows:

1. Paragraph 2 reads:

Subject to the terms and conditions contained in this Agreement, xwave agrees to provide the Customer with ongoing software support services (the "Software Support Services") for the CORIS modules ("the modules") listed in the xwave written proposal attached, commencing the day of , 2000 .

**Amended to read:**

Subject to the terms and conditions contained in this Agreement, xwave agrees to provide the Customer with ongoing software support services for the CORIS modules listed in the xwave written proposal commencing June 2, 2008.

2. Section 2: *Payment* reads as:

- a. The Customer shall pay annually the xwave fee of \$72,000.00.00 (the "Support Fee") for the Software Support Services and subject to revisions as put forth in the xwave written proposal.
- b. All amounts are payable in this agreement are due thirty (30) days after the date of invoice. The Customer agrees to pay interest on overdue amounts at the rate of \_\_\_\_\_ per annum calculated monthly.

**Amend Section 2: *Payment* to read as follows:**

The Customer shall pay annually to xwave a fee according to the Exhibit B: *Firm Fixed Price Payment Schedule* Section 2: *Firm Fixed Price Payment Schedule – IT Service Deliverables*, Table 1: *IT Services, Deliverables, Events and Preliminary Schedule*. The actual costs are reflected in Section 2: *Payment*, Table 1: *Software Support and Enhancement Maintenance*.

3. Add Table 1: *Software Support and Enhancement Maintenance* to Section 2: *Payment*.

Table 1: Software Support and Enhancement Maintenance

<u>Subsystem</u>	<u>SFY 09</u>	<u>SFY 10</u>	<u>SFY 11</u>	<u>SFY 12</u>	<u>SFY 13**</u>	<u>Total</u>
R-1	81,800.00	93,636.00	95,508.72	97,418.89	74,525.45	442,889.06
J-ONE	39,780.00	40,575.60	41,387.11	42,214.85	32,294.36	196,251.92
R-2	25,025.00	66,325.50	67,652.01	69,005.05	52,788.86	280,796.42
Kiosk	17,595.00	17,946.90	18,305.84	18,671.95	14,284.08	86,803.77
<b>Subtotal*</b>	164,200.00	218,484.00	222,853.68	227,310.74	173,892.75	1,006,741.20
Enhancements	26,000.00	26,000.00	26,000.00	26,000.00	26,000.00	130,000.00
<b>Annual Totals</b>	190,200.00	244,484.00	248,853.68	253,310.74	**199,892.75	1,136,741.20

\*20 hours per month of enhancements are included at no additional cost. The 20 hours per xwave are available to use in any of the subsystems.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
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\*\* This Agreement covers nine (9) months from July 1, 2012 to March 31, 2013.

**4. Section 3: *Customer Representative* reads:**

The Customer shall within ten (10) days from the date of this Agreement designate, in writing, an employee or agent to serve as the contact representative for xwave. The Customer may by notice in writing to xwave substitute another employee or agent as its representative. The customer representative is responsible to obtain the appropriate signatures representing the State.

**Amend Section 3: *Customer Representative* as follows:**

The Customer shall within ten (10) days from the date of this Agreement designate, in writing, an employee or agent to serve as the contact representative for xwave. The Customer may by notice in writing to xwave substitute another employee or agent as its representative.

**5. Section 4: *Customer Responsibilities* read:**

**Section 4b reads:**

- 4b. the operating environment in which the modules are to function, unless xwave, pursuant to a separate written agreement or amendment to this Agreement, assumes full or partial responsibility for the operating environment.

**Amended to read:**

- 4b. the operating environment (including all hardware and software and network environment) within which the CORIS modules are to function, unless xwave, pursuant to a separate written agreement or amendment to this Agreement, assumes full or partial responsibility for the operating environment,.

**Add 4c as follows:**

- 4c. database administration services, including but not limited to data fixes and data management tasks such as backup, recovery, network management, disaster recovery, and server management,

**Add 4d as follows:**

- 4d. system administration services, including but not limited to user account maintenance and system table maintenance, and

**Add 4e as follows:**

- 4e. end user support (Level 1 & 2 help desk). Level 1 is defined as the initial contact from the Customer User to another State employee. Such issues are typically resolved with State staff. Level 2 support involves issue resolution beyond the initial help desk employee.

**6. Section 5: *Support Services* is amended as follows:**

**Add the following:**

**e. Project Management**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024  
AMENDMENT C**

The State of New Hampshire Department of Corrections Project Manager and the xwave Project Manager supporting CORIS New Hampshire are hereby collectively defined as the "Project Management Team". The ongoing management of this work will be coordinated by the Project Management Team. A ticket management system, which is mutually accepted by xwave and the State, shall be used to capture and manage requests as appropriate. The prioritization, authorization and scheduling of requests shall be handled by the Project Management Team.

All Vendor services related to this Agreement shall be recorded under a separate Project ID number and associated with the support ticket for which the services were provided, thereby enabling the tracking of the Vendor services against the original support ticket.

For each maintenance release xwave will provide the Customer with an estimate of effort for delivery of the Release. Estimates shall be based on xwave's full life-cycle methodology and include project management, analysis, software development, quality assurance and implementation if purchased by the Customer, as well as any travel required. Each release will be summarized on a Change Management form and will be approved by the Project Management Team prior to execution.

**Section 5a Telephone Assistance (last paragraph) reads:**

xwave understands that this Telephone Assistance is the third level of end-user support and is available to the Customer from 8:00 A.M. to 5:00 P.M. eastern standard time (EST), Monday to Friday. The Telephone Assistance is not to be used for educational purposes.

**Amend Section 5a: Telephone Assistance (last paragraph) to read as follows:**

The Vendor and the Customer understand that this Telephone Assistance is third level support and that the Customer Help Desk or other customer methods are to provide level 1 & 2 support to the Customer system users. Class A deficiencies will be handled on a 24 hours per, 7 days per week (24/7) basis; while non Class A deficiencies will be handled Monday through Friday, during the hours of 8:00 A.M. to 5:00 P.M. Eastern Time.

**Section 5b: Corrective Maintenance Services reads:**

If the Customer suspects that a defect exists in the modules, the Customer shall notify xwave of its suspicions. This notification shall comprehensively describe the nature of the suspected defect and provide details of the circumstances of its occurrence. Upon receipt of the Customer's notice, xwave shall use its best efforts to confirm the existence of the defect. If xwave confirms the existence of the defect, xwave shall correct it as part of its obligations under this agreement.

A defect is any component of the delivered and installed modules, excluding any third party software components, that can be demonstrated to function incorrectly, with respect to the Customer-approved module design which corresponds to that component.

xwave shall use its best efforts to immediately resolve any defects that have resulted in a denial of service, i.e. a module is unavailable or major function is not operational. Any defects that do not affect production operations to this level of severity will be resolved and provided to the Customer during the next CORIS maintenance release.

**Amend Section 5b: Corrective Maintenance Services to read as follows:**

If the Customer suspects that a defect exists in the modules, the Customer shall notify xwave of its suspicions using a process defined by the Project Management Team for such communication, including a standard defect reporting template and e-mail link. This notification shall comprehensively describe the nature of the suspected defect and provide details of the circumstances of its occurrence. Upon receipt of the Customer's notice, xwave shall confirm the existence of the defect. If xwave confirms the existence of the defect, xwave shall correct it as part of its obligations under this Agreement, as prioritized by the Project Management Team.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024  
AMENDMENT C**

A defect is any component of the delivered and installed modules, excluding any third party software components, that can be demonstrated to function incorrectly with respect to the Customer-approved module design which corresponds to that component.

The Vendor shall use Class A to immediately resolve any defects that have resulted in a denial of service, i.e. a module is unavailable or major function is not operational.

Any defects that do not affect production operations to 'denial of service' level of severity will be resolved and provided to the Customer during the next CORIS maintenance release, or as prioritized by the Project Management Team.

The Vendor shall use its best efforts to immediately resolve any defects that have resulted in a denial of service, i.e. a module is unavailable or major function is not operational. Service is available 24 hours a day, 7 days a week for all Class A deficiencies as defined by the State. Any defects that do not affect production operations to this level of severity will be resolved and provided to the Customer during the next CORIS maintenance release.

Deficiencies are defined as: a failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. Also,

Class A Deficiency – 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.

Class B Deficiency – 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.

Class C Deficiency – 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.

Defects will be prioritized with the Customer, based on level of severity and addressed by xwave according to that prioritization. A maintenance release of CORIS may not include all identified corrective maintenance services (defect corrections). The Customer may purchase additional software development services from xwave to supplement the corrective maintenance services available through this Agreement, at the schedule of rates put forth in the table listed at Paragraph 2: *IT Services Hourly Rates*, subject to increase on the annual renewal of this Agreement.

xwave shall provide to the Customer up to ten hours per month of services through June 30, 2009 and up to 20 hours per month from July 1, 2009 to March 31, 2013, which may be used to address non Class A Deficiencies to the Customer-installed modules, as directed and prioritized by the Customer. Unused hours would not accrue month over month.

**7. Section 5d : Customer-specific Functional Enhancements read:**

xwave shall provide to the Customer zero (0) hours of software enhancement development services per month, which may be used to provide functional enhancements to the Customer-installed modules, as directed and prioritized by the Customer. Any hours of software development not used within a given month may be carried over to subsequent

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024  
AMENDMENT C**

months within the current term of the Agreement; however, any hours not used within the current term of the Agreement are not transferable to a subsequent renewal period.

The Customer may purchase additional software development services from xwave to supplement the services available through this Agreement, at xwave's current billing rate or at the rate that is otherwise agreed to.

**Amend 5d: Customer-specific Functional Enhancements to read as follows:**

The Vendor shall provide to the Customer 20 hours per month of software enhancement development services which may be used to provide functional Enhancements to the Customer-installed modules, as directed and prioritized by the Customer. Change Requests and Problem Reports will be prioritized by the Customer, to provide a complete view of the prioritized workload applicable to this Agreement. The referenced 20 hours per month is included in the maintenance costs as indicated in Table 1: *Software Support and Enhancement Maintenance*.

**Contract 2004-024 - Offender Management System Acquisition and Implementation Contract Amendment Descriptions**

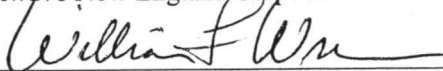
CONTRACT AND AMENDMENTS NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	TOTAL CONTRACT AMOUNT
2004-024	Original Contract	3/9/2005	\$1,396,000.00
Amendment A	First Amendment (A)	12/7/2005	\$1,703,480.00
Amendment B	Second Amendment (B)	10/17/2007	\$1,612,940.00
Amendment C	Third Amendment (C)	Upon G & C Approval	\$2,749,681.20
	<b>CONTRACT TOTAL</b>		<b>\$2,749,681.20</b>

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

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

  
\_\_\_\_\_  
Brannon J. Carter  
xwave New England Corporation

Date: June 3, 2008


  
\_\_\_\_\_  
William L. Wrenn, Commissioner  
State of New Hampshire  
Department of Corrections

Date: 6/9/08

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

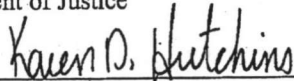
  
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Date: 6/4/08

Initial all pages  
Vendor Initials 

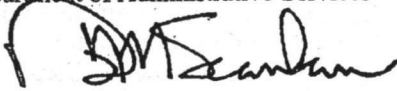
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024  
AMENDMENT C

State of New Hampshire  
Department of Justice



Date: 6/11/08

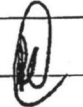
Karen D. Hutchins, Director  
State of New Hampshire  
Division of Personnel  
Department of Administrative Services



Date: JUN 25 2008

State of New Hampshire  
Governor and Executive Council

**DEPUTY SECRETARY OF STATE**

Initial all pages:  
Vendor Initials 



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

P.O. BOX 1806  
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639  
TDD Access: 1-800-735-2964

William L. Wrenn  
Commissioner

Bob Mullen  
Director

September 26, 2007

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

G & C  
Pending 10-17-2007  
Approved 10-17-2007  
Item # # 43

REQUESTED ACTION

Authorize the NH Department of Corrections to exercise a two year renewal option, contract (CE971960-06), with Xwave New England (VC112085), Augusta, ME, RETROACTIVE from March 31, 2007 to March 31, 2009, and decreasing the contract by \$90,540.00, from \$1,703,480.00 to \$1,612,940.00, to accommodate changes to the scope of services to provide software licensing, implementation and training services with software and maintenance services. The original contract was approved by the Governor and Council on March 9, 2005, item #26A, and Amendment "A" was approved by the Governor and Council on December 7, 2005, item #37. 84% Federal Funds, 16% General Funds

Funding for the unspent portion of the contract is available in the NH Department of Corrections and Office of Information Technology accounts as follows:

FINANCE CHART

Account	Description	SFY2008
010-046-8376-020-0220	Byrne Grant	375,524.00
010-003-1660-046-0465	OIT Account - Dept. of Corrections	70,000.00
Total Contact SFY2008 Encumbrance		445,524.00

EXPLANATION

The original contract (CE97190-06) with Xwave New England is for the provision of software and services to implement a statewide offender management system and amendment "A", which includes an inbound interface from the state's integrated criminal justice project, J-One, increased the scope of the project and the Price Limitation of the contract to \$1,703,480.00, with an expiration date of March 31, 2007.

Amendment "B" changes the deliverables schedule extending the date of completion of the original project scope to August 31, 2008, and modifies the project timeline to change the contract expiration date from March 31, 2007 to March 31, 2009. Amendment "B" also modifies the Scope of Services as follows: add a software interface to kiosk terminals with a pilot implementation at no additional cost to the state; add the requirement of a \$500,000 performance bond; remove \$160,540 of the 20% contract holdback deliverable payment; provide for continued Maintenance and Support services through the contract expiration date of March 31, 2009 for an amount not to exceed \$70,000; commits the Vendor to waive the consortium fee of \$325,000 for the Electronic Medical Records project as described in the Memoranda of Understanding attached; and, adds that any cost incurred by the Vendor after December 31, 2007 will be at the sole expense of the Vendor and will result in no additional cost to the Department.

Negotiations for amendment "B" resulted in an overall reduction of costs associated with this contract in the amount of \$90,540, from a total price limitation of \$1,703,480 to the new amount of \$1,612,940. This reduction in total costs was arrived at from the reduction of \$160,540 of the contract required 20% hold-back and the reallocation of \$70,000 for software development services related to functional enhancement.

Amendment "B" extends the support and maintenance agreement with Xwave New England to provide technical support and system maintenance in the event of system malfunction. This agreement would be extended for the period beginning upon G&C approval through March 31, 2009 on a "Time and Materials" basis. Any work done under this agreement would be contingent on approval by the NH Department of Corrections with the technical assistance of the Office of Information Technology and will be paid for out of OIT account 010-003-1660-046-0465, in an amount not to exceed \$70,000. In the attached letter dated September 19, 2007, OIT Chief Information Officer Richard C. Bailey, Jr. has approved the use of \$70,000 from the above referenced OIT account for costs associated with functional enhancements.

By continuing the support and maintenance agreement the Department will be protected in the unfortunate event of system malfunction while the system is being used in the daily operating environment of the department. It also allows for technical assistance from the vendor in the event of questions or problems the State's staff cannot answer or solve for the extended period from March 31, 2007 through March 31, 2009.

Finally, this amendment commits the Vendor to the agreed upon terms of waiving the consortium fee of \$325,000.00 for the Electronic Medical Records project. The description, details and terms of Electronic Medical Records project shall be set forth in the Work Plan through the Change Order Process in accordance with the existing inter-State Memoranda of Understanding attached. The CORIS Integrated Electronic Medical Record project is a Memorandum of Understanding between the Xwave New England Corporation, the State of Maine Department of Corrections, the Commonwealth of Virginia Department of Corrections, and the State of New Hampshire Department of Corrections dated January 6, 2006.

Xwave NE, (VC 112085) OMS Contract Funding and Expenditures Explanation
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Original Contract (Approved by G&C on December 7, 2005, item #37)	1,396,000.00
---	--------------

Amendment "A" (Approved by G&C on September 27, 2006, item Late K)		
add: Amendment "A", J-One Interface	307,480.00	307,480.00
Original Contract and Amendment "A" Subtotal		1,703,480.00

Amendment "B" (Current Request)		
Original Contract and Amendment "A" Subtotal		1,703,480.00
less: Holdback Removed	(160,540.00)	
add: 2. Software Development Svcs/Maintenance Set-aside	70,000.00	
Amendment "B"	(90,540.00)	(90,540.00)
New Contract Subtotal		1,612,940.00

New Contract Subtotal		1,612,940.00
less: Total Expended through 9/20/2007	(1,141,409.00)	(1,141,409.00)
New Contract Subtotal (after total expended through 9/20/2007)		471,531.00
New Contract Subtotal (after total expended through 9/20/2007)		471,531.00
less: Unused Original Maintenance Set-Aside (reduction)	(26,007.00)	(26,007.00)
Remaining Contract Balance		445,524.00

Total Contract Remaining	445,524.00
--------------------------	------------

Remaining Contract Balance Funding	
Account Number / Description	SFY2008
010-046-8376-020-0220 / Byrne Grant	375,524.00
010-003-1660-046-0465 / OIT Account - Dept. of Corrections	70,000.00
Total Contact SFY2008 Encumbrance	445,524.00

This contract amendment is **retroactive** due to the Vendor's inability to meet the original timeline and the need to make a major change in development with an increased scope and new timeline. Approximately thirty days before the contract renewal date, the vendor approached the State and explained that they would not be able to meet the amended timeline (amendment B, attachment A) and requested time to formulate a new proposal and time frame to deliver on the contract, which necessitated this becoming a retroactive amendment request. Second, as a result of the Vendor's inability to meet the original contract deadline, the Vendor and the State have been engaged in negotiations while the Vendor reorganized and increased their development staff devoted to this project. In good faith, the Vendor has been working on the CORIS project while negotiations continued.

Authorization from OIT to encumber OIT funds in the amount of \$70,000 in account 010-003-1660-046-0465 has been given by OIT Chief Information Officer Richard C. Bailey Jr. in the attached letter approving the project and the funding.

The Federal Byrne Grant has been budgeted in the SFY2008-2009 biennium budget by the Department of Corrections. This Federal grant required a match of 25% State general funds for the grant award that has been satisfied by the Prison Automation account, number 030-046-9650, a capital appropriation (97,349:1-III-D-Prison Automation), which was used to partially fund this contract in a prior fiscal year. No additional General funds are required to meet this Grant match requirement.

In the event that the federal funds associated with this program no longer become available, State general funds will not be requested to support this contract.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "William L. Wrenn", written over a horizontal line.

William L. Wrenn  
Commissioner



STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor  
27 Hazen Dr., Concord, NH 03301  
603-271-4208 1-800-852-3345 x4208  
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.  
*Chief Information Officer*

September 19, 2007

William L. Wrenn, Commissioner  
State of New Hampshire  
Department of Corrections  
105 Pleasant St.  
PO Box 1806  
Concord, NH 03302

Dear Commissioner Wrenn:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your agency's request to amend existing contract 2004-024: Offender Management System, with XWAVE, New England Corp. Additionally, OIT approves the use of the OIT funds in the amount of \$70,000.00 as specified in the proposed amendment to existing contract 2004-024.

This is a request for approval to amend the contract to extend the expiration date through March 31, 2009 and to expend \$70,000 as needed for change requests. The amendment will be effective upon Governor and Executive Council approval through March 31, 2009. This amendment reduces the total contract amount by \$90,540.00 for a new contract total of \$1,612,940.00. This project is set forth in the Department of Corrections Strategic Information Technology Plan Name Unified Offender Management System, dated October 21, 2005, Project No. 104

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Richard C. Bailey, Jr.", written over a horizontal line.

Richard C. Bailey, Jr.

RCB/ltn  
A&E RID# 5431

cc: Leslie Mason, Contract Manager, OIT Logistics  
Robert L. Jackson, Jr., Information Technology Manager, OIT

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024  
AMENDMENT B

WHEREAS, pursuant to a \$1,396,000.00 Agreement approved by Governor and Council, as a result of RFP #2004-024, Item #26A (herein after referred to as the "Agreement"), xwave New England (herein after referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the New Hampshire Department of Corrections (hereinafter referred to as the "Department") of certain sums as specified therein;

WHEREAS the Governor and Council on December 7, 2005 Item #37 amended the contract to \$1,703,480.00 for a J-ONE interface with the court system;

WHEREAS, pursuant to the Agreement (Section 17 of the Form P-37) and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, Department and Vendor wish to extend the date for completion of the original project scope to August 31, 2008, the Department and the Vendor seek to clarify the Agreement;

WHEREAS to adjust the project time line, the contract expiration date of March 31, 2007, shall be extended to March 31, 2009;

WHEREAS, the Vendor shall provide software development services not to exceed \$70,000.00 for functional enhancements authorized and prioritized by the Department Project Manager and approved in writing by the Department Information Technology Manager and separately funded from funds other than those funding this contract (010-003-1660-0465);

WHEREAS, the Department and the Vendor agree that there shall be no increase in price as a result of the project time line extension within this agreement, and that the total cost will be reduced by \$160,540.00, and furthermore, any cost incurred by the Vendor after December 31, 2007 relative to the contracted scope shall be at the sole expense of the Vendor and shall result in no cost to the Department (with the exception of certain agreed upon functional enhancements as stated above);

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

General Provisions of the Agreement (Form P-37), is hereby amended as follows:

1. Section 1.5 of the General Provisions of the Agreement (Form P-37) shall be amended to read – and 010-003-1660-046-0465.
2. Section 1.6 of the General Provisions of the Agreement (Form P-37) shall be amended to read March 31, 2009.
3. Section 1.8 of the General Provisions of the Agreement (Form P-37) shall be amended to read \$1,612,940.00.

Exhibit A: Scope of Work/Services of the Agreement is hereby amended as follows:

1. Amend Section 14.1 *Deliverables* as follows:

Delete: Xwave shall provide the State with the Deliverables set forth in Section 30 in accordance with the Schedule.  
Replace with: The Vendor shall provide the State with the Deliverables set forth in Section 29: *Deliverables* in accordance with the Schedule.

2. Amend Section 29: *Deliverables* to add:

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024  
AMENDMENT B

29.2 In consideration of the extension of the project time line and for other good and valuable consideration hereunder, the Vendor shall do the following:

- Provide a software interface to kiosk terminals with a pilot implementation for canteen at no cost
- Commit to waive the \$325,000.00 consortium fee for the Electronic Medical Records project

The Vendor and the State shall agree upon a design specification which will define the scope of the software interface to kiosk terminals pilot implementation, which shall have a total pilot project value not in excess of \$115,000.00. This shall be set forth in the Work Plan through the Change Order Process.

In the event that the Vendor, in its sole discretion, shall determine to create the integrated Electronic Medical Records (EMR) solution within the CORIS Offender Management System, as more specifically described in that certain non-binding Memorandum of Understanding (MOU), dated January 6, 2006, by and among the State of Maine Department of Corrections, the State of New Hampshire Department of Corrections, the Commonwealth of Virginia Department of Corrections (collectively the States), and xwave, and the States shall each agree to a binding contract with the Vendor with respect to such project (any such contract, the EMR Contract), the Vendor shall waive any initial consortium fee payable by the State of New Hampshire Department of Corrections to the Vendor under the EMR Contract up to a maximum aggregate amount of \$325,000.00. Nothing in this Agreement shall be construed to create an obligation of the Vendor to take any action with respect to the proposed EMR project or any other subject matter of the MOU.

4. Add Section 34: *Performance Bond*

The Vendor shall be required to execute a performance bond in the amount of \$500,000.00 to insure against failure to provide products and services as described. The current twenty percent (20%) holdback on Deliverable payment is hereby removed.

5. Add Section 35: *Maintenance*

The Vendor shall provide the State with Maintenance and Support Services for the Software set forth in Contract Exhibit L: *CORIS Software Maintenance Agreement*.

The Vendor hereby agrees to provide continuing maintenance to all modules of CORIS currently in production until the full implementation of CORIS, as designated in writing by the State. Maintenance shall cover all defects determined to be substantial enough to cause disruption to the business of the State. This determination shall be made at the State's discretion. Such defects shall include: (a) any defect that results in a denial of service, i.e. a critical CORIS module or major function is not operable, or (b) a defect that causes erroneous outputs to the extent that the State can not use the critical CORIS module and there is no reasonable work-around available to the State.

At the State's sole discretion, xwave shall deliver functional enhancements which shall be specified pursuant to the State's change order process further described in Contract 2004-024 Section 24 at a cost not to exceed \$70,000.00 (010-003-1660-046-0465).

Exhibit B of the Agreement is hereby amended as follows:

1. Delete Section 1: *Deliverable Payment Schedule* and replace with:

1.1 DELIVERABLE PAYMENT SCHEDULE

All charges by the Vendor under this Contract shall be in accordance with the schedules set forth in Tables 1 and 2 below.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024  
AMENDMENT B

The State of New Hampshire shall pay the agreed upon funds upon the successful delivery of the complete CORIS for user Acceptance testing. The State and the Vendor agree that there shall be no price changes as a result of the project time line changes within this agreement.

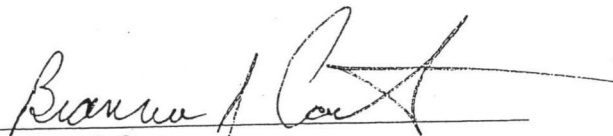
2. Add Table 1: *R2 IT Services Deliverables* in Amendment B Attachment A to Section 2: *FIRM FIXED PRICE PAYMENT SCHEDULE - IT SERVICES DELIVERABLES*.

Contract 2004-024 - Offender Management System Acquisition and Implementation Contract Amendment  
Descriptions

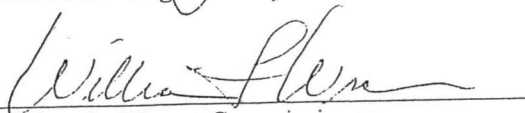
CONTRACT AND AMENDMENTS NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	TOTAL CONTRACT AMOUNT
2004-024	Original Contract	3/9/2005	\$1,396,000
Amendment A	First Amendment (A)	12/7/2005	\$1,703,480
Amendment B	Second Amendment (B)	Upon G&C Approval	\$1,612,940
	CONTRACT TOTAL		\$1,612,940

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

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

  
Brannon J. Carter  
xwave New England Corporation

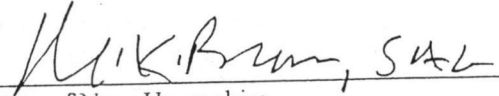
Date: September 14, 2007

  
William L. Wrenn, Commissioner  
State of New Hampshire  
Department of Corrections

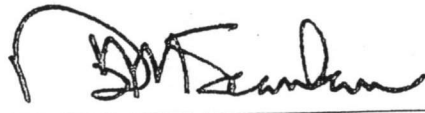
Date: 9/20/07

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

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024  
AMENDMENT B

  
State of New Hampshire  
Department of Justice

Date: 9/28/07

  
State of New Hampshire  
**DEPUTY SECRETARY OF STATE**

Date: OCT 17 2007

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024  
AMENDMENT B**

**ATTACHMENT A**

**Table 1: IT Services Deliverables, Event, and Schedule**

The Baseline Project Work Plan (Section 12 of the Exhibit A) will identify milestone dates for each Project Deliverable, and these dates will be subject to revision based upon changes to the Project Work Plan, enacted through the change control process. The Vendor shall issue a single invoice that covers all outstanding deliverables, and will include an itemized list of said deliverables. Actual Deliverable dates may vary from the projected dates set forth in Table 1.

The column Payment Amount values reflect the original fixed price from the Vendor's written proposal. Refer to Section 5.4: *General Services* of Contract Exhibit A.

The column 'Payment Amount' values present the valid payment information for this Contract. The 'Payment Amount' in the row "Holdback (20%)" reflects the holdback remaining after the State deducted \$160,540.00 as referenced earlier in this Amendment. Refer to Section 5.4: *General Services* of Contract Exhibit A.

<b>R2 IT Services Deliverables</b>	<b>Prelim. Deliverable Date</b>	<b>Payment Amount</b>
Documentation of Operational Procedures	Dec 2007	\$ 11,168
Software Configuration / Design Documentation	Dec 2007	\$ 11,168
Software Configuration Plan	Dec 2007	\$ 11,168
Systems Interface Plan and Design/Capability	Dec 2007	\$ 11,168
Detailed Testing Plan and Testing Results	Dec 2007	\$ 5,584
Data Conversion Plan and Design	Dec 2007	\$ 11,168
Deployment Plan	Dec 2007	\$ 5,584
Comprehensive Training Plan and Curriculum	Dec 2007	\$ 5,584
End User Support Plan	Dec 2007	\$ 5,584
Fully Tested Data Conversion Software	Dec 2007	\$ 33,504
OMS Software Configured to Satisfy State Requirements	Dec 2007	\$ 33,504
Conduct Unit and System Testing	Dec 2007	\$ 11,168
Conduct Integration Testing	Dec 2007	\$ 11,168
Conduct Volume/Stress Testing	Dec 2007	\$ 11,168
Perform Production Tests	Dec 2007	\$ 11,168
Converted Data Loaded into Product Environment	Dec 2007	\$ 11,168
Tools for Backup and Recovery of All Applications and Data	Dec 2007	\$ 5,584
Conduct Training	Dec 2007	\$ 22,336
Cutover to New Software	Dec 2007	\$ 5,584
Conduct Project Exit Meeting	Dec 2007	\$ 5,584
Project Status Reports	Dec 2007	\$ 16,752
Holdback (20%)	Dec 2007	\$118,660
Functional Enhancements (Time & Materials)	Jan 2008	\$ 70,000
<b>Totals</b>		<b>\$445,524.00</b>



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

P.O. BOX 1806  
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639  
TDD Access: 1-800-735-2964

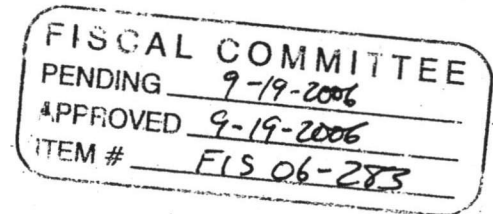
William L. Wrenn  
Commissioner

Bob Mullen  
Director

August 31, 2006

The Honorable Frederick W. King, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, New Hampshire 03301

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301



G & C  
Pending 9-27-2006  
Approved 9-27-2006  
Item # LOTE K

REQUESTED ACTION

1. Pursuant to RSA 14:30-a, VI, authorize the NH Department of Corrections to amend Fiscal item #FIS 05-231, approved by the Fiscal Committee of the General Court on November 16, 2005, by extending the end date only, with no increase in funding, of the federal award administered through the NH Department of Justice as part of the Federal Bureau of Justice Statistics' National Criminal History Improvement Program (NCHIP) in the amount of \$300,000.00 to be utilized as a funding component for interfacing the Corrections Information System (CORIS) with other New Hampshire criminal justice computer systems, from the original end date of September 30, 2006, to a new end date of June 30, 2007. 100% Other Funds.

Funds are located in account, # 010-046-8377, (PAU 02 16 01 15 00)

2. Authorize the NH Department of Corrections to amend Governor and Council item #37, approved by the Governor and Executive Council on December 7, 2005, by extending the end date only, with no increase in funding, of the federal award administered through the NH Department of Justice as part of the Federal Bureau of Justice Statistics' National Criminal History Improvement Program (NCHIP) in the amount of \$300,000.00 to be utilized as a funding component for interfacing the Corrections Information System (CORIS) with other New Hampshire criminal justice computer systems, from the original end date of September 30, 2006, to a new end date of June 30, 2007. 100% Other Funds

Funds are located in account, # 010-046-8377, (PAU 02 16 01 15 00)

### EXPLANATION

Inter-agency information sharing through the criminal justice integration project or J-one has been a major initiative of the State of New Hampshire. J-one allows for the sharing of information electronically between criminal justice agencies and this Offender Management System will allow the NH DOC to enter into the J-one program with much more information to offer and in a more compatible format than the systems currently employed.

The J-One computer system is a collaborated effort between many state and local agencies to enhance information sharing within the NH criminal justice system.

It is expected that successful completion of this interface will improved communication between the Administrative Office of the Courts and the NH Department of Corrections and will lessen the confusion of interpreting handwritten documents and will decrease the possibility of paperwork being misplaced or lost in the mail system. The department will have immediate access to the information of a new offender or sentence, reducing the amount of time that offenders go unsupervised in the community due to delays in paperwork processing and mailing. Benefits to the department include improved efficiency and productivity, as data will not need to be entered multiple times because the CORIS system will receive the information electronically.


### Fiscal Situation

Grant Period	Federal Award Amount	Expended thru FY2006	Funding Authorization Remaining
7/28/2004-6/30/2007	300,000	98,672	201,328
	less: FY2007 Budget		(201,328)
	Funds Available for Budgeting		-

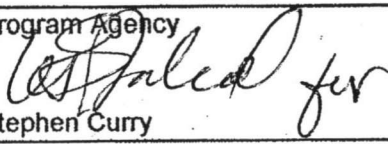
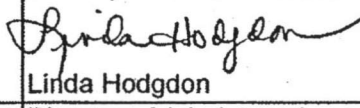
The NCHIP Grant requires a match of 10% State General Funds for the grant award which is satisfied by the Prison Automation account, number 030-046-9650, a capital appropriation (97,349:1-III-D-Prison Automation).

In the event that Federal Funds no longer become available State general funds will not be requested to support this program.

Respectfully Submitted,

  
William L. Wrenn

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF JUSTICE  
GRANT AWARD

Agency Name: NH DOC		Vendor No.: None
Program Name: Interface Corrections to J-ONE		Amount: \$300,000.00
Grant Start Date: 07/28/2004	State Grant Number: 2004RU13	
Grant End Date: 09/30/2006	Federal Grant Number: 2000-RH-CX-K028	
IFS Appropriation No.: 010-020-2010-090		
Head of Agency Stephen Curry Commissioner PO Box 1806 Concord, NH 03302-1806 271-5603	Project Director Robert Jackson	Fiscal Officer Robert Mullen Director of Admin.
Federal Grant Name: National Criminal History Improvement Project		
Federal Agency: United States Department of Justice		
Bureau/Office: Bureau of Justice Statistics		
CFDA Number: 16.554		
Purpose of Grant: Corrections Interface to J-ONE		
Financial Requirements: See signed Program Conditions and Guidelines.		
Match Requirements: 10% Cash Match (1/9th of Federal \$'s) Match must be spent on program allowable activities.		
Reporting Requirements: Monthly or quarterly Financial reports Annual performance report and audit Adherence to State and Federal guidelines and conditions		
Approval	Program Agency	NH Department of Justice
Name	 Stephen Curry	 Linda Hodgdon
Title	Commissioner	Director of Administration
Date		
All terms of this grant award are not valid unless signed by both authorized parties.		



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

P.O. BOX 1806  
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639  
TDD Access: 1-800-735-2964

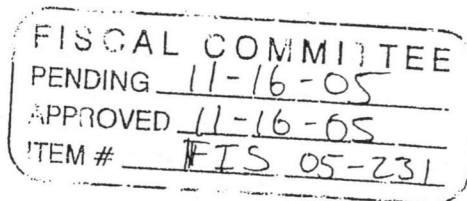
Stephen J. Curry  
Commissioner

Bob Mullen  
Director

October 28, 2005

The Honorable Frederick W. King, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, New Hampshire 03301

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301



Pending G & C 12-7-05  
Approved 12-7-05  
Item # # 37

REQUESTED ACTION

1. Pursuant to RSA 14:30-a authorize the NH Department of Corrections to accept and expend a grant administered through the NH Department of Justice as part of the Federal Bureau of Justice Statistics' National Criminal History Improvement Program (NCHIP) in the amount of \$300,000.00 to be utilized as a funding component for interfacing the Correctional Information System (CORIS) with other New Hampshire criminal justice computer systems. With the approval of the Fiscal Committee of the General Court this grant will be effective from the time of Governor and Executive Council approval through September 30, 2006.

These funds are to be budgeted in an account entitled NCHIP Grant as follows and will be adjusted between state fiscal years, if needed and justified, through the budget.

NCHIP Sub-Grant - 010-046-8377

Account	Description	SFY2006
010-046-8377-020	Current Expense	272,367.36
010-046-8377-040	Indirect Costs	27,332.64
010-046-8377-041	Audit Fund Set-Aside	300.00

Total NCHIP Sub-Grant	300,000.00
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2. Authorize the NH Department of Corrections to enter into amendment "A" to contract 2004-024, with Xwave New England, Augusta, ME, vendor number 112085, for software and services to implement a statewide offender management system, previously approved by the Governor and Executive Council as Item #15A on March 9, 2005. Amendment "A" increases the scope of services to be provided and the price limitation of the contract from \$1,396,000.00 to \$1,703,480.00 a total increase of \$307,480.00. Amendment "A" will be effective from the time of Governor and Executive Council approval through June 30, 2006.

Funding for amendment "A" of this contract is available from a sub-grant administered through the NH Department of Justice and the NH Department of Corrections account entitled; Field Services Restitution account as follows.

Funding for amendment "A" is available as follows and will be adjusted through the budget office if needed:

Vendor Code: 112085

Account	Description	SFY 2006	Totals
010-046-8377-020	NCHIP Sub-Grant	272,367.36	272,367.36
010-046-8303-090	DFS Restitution Account	35,112.64	35,112.64
Total Amendment "A"		307,480.00	307,480.00

#### EXPLANATION

Contract #2004-024 with Xwave New England is to provide software and services to implement a statewide offender management system. The NH Department of Corrections is seeking authorization to enter into amendment "A" to that contract to increase the scope of the project and the item 1.8-Price Limitation of the State Long form Contract P-37 from \$1,396,000.00 to \$1,703,480.00 an increase of \$307,480.00.

Xwave NE, vendor code: 112085 OMS Contract
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Total of Original Contract	Amendment "A"	New Contract Total
1,396,000.00	307,480.00	1,703,480.00

Amendment "A" includes an inbound interface from the state's integrated criminal justice project, J-One. The J-One computer system is a collaborated effort between many state and local agencies to enhance information sharing within the NH criminal justice system.

Successful completion of this interface will improved communication between the Administrative Office of the Courts and the NH Department of Corrections and will lessen the confusion of interpreting handwritten documents and will decrease the possibility of paperwork being misplaced or lost in the mail system. The department will have immediate access to the information of a new offender or sentence, reducing the amount of time that offenders go unsupervised in the community due to delays in paperwork processing and mailing. Benefits to the department include improved efficiency and productivity, as data will not need to be entered multiple times because the CORIS system will receive the information electronically.

Amendment "A" changes one of the existing deliverables in Contract 2004-024 described as "OMS Software configured to meet State requirements". As a result of changes made to the offense charging structure of the Administrative Office of the Courts' computer system the

department has had to make unexpected modifications to the Xwave product that are outside of the vendor's contracted obligations.

The deliverable modifications mentioned above will enable the CORIS system to use the same method as the Administrative Office of the Courts for numbering and tracking criminal charges allowing better continuity of data throughout the criminal justice process.

Finally, amendment "A" will allow the department to enter into a support and maintenance agreement with Xwave New England to provide technical support and system maintenance in the event of a major system problem. This agreement would be for the period January 1, 2006 to June 30, 2006 on a "Time and Materials" basis. Any work done under this agreement would be contingent on approval by the NH Department of Corrections with the technical assistance of the NH Office of Information Technology.

The support and maintenance agreement will protect the department in the unfortunate event of system malfunction while the system is being used in the daily operating environment of the department. It also allows for technical assistance from the vendor in the event of questions or problems the State's staff cannot answer or solve. This agreement only pertains to modules involved with the initial deployment to Field Services. It is anticipated that a subsequent yearly support and maintenance agreement will be requested at the conclusion of the project.

Funding for Amendment "A" to contract 2004-024 will come from a National Criminal History Improvement Project (NCHIP) grant administered through the Attorney General's office in the amount of \$272,367.36 and from funds collected as part of the Division of Field Services- Restitution Surcharge account.

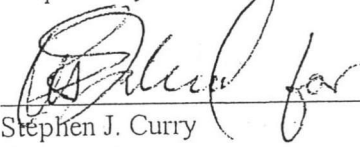
Source of Funds:       Federal funds - NCHIP Grant - 89%  
                              Other funds - DFS Restitution Surcharge - 11%

Geographic areas served are Statewide.

The NCHIP grant requires a match of 10% State General Funds for the grant award which is satisfied by the Prison Automation account, number 030-046-9650, a capital appropriation (97,349:1-III-D-Prison Automation).

In the event that the federal funds associated with this program no longer become available, state general funds will not be requested to support this program.

Respectfully Submitted,

  
\_\_\_\_\_  
Stephen J. Curry  
Commissioner



STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor  
27 Hazen Dr., Concord, NH 03301  
603-271-4208 1-800-852-3345 x4208  
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.  
Chief Information Officer

September 30, 2005

Stephan J. Curry, Commissioner  
State of New Hampshire  
Department of Corrections  
105 Pleasant St.  
PO Box 1806  
Concord, NH 03302

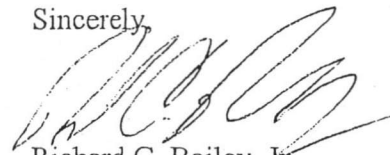
Dear Commissioner Curry:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your agency's request to amend existing contract 2004-024: Offender Management System, with XWAVE, New England Corp.

This is a request for approval to amend the contract to provide an inbound interface from the J - ONE hub to allow for the electronic transmission of court dispositions. The amendment will be effective upon Governor and Executive Council approval through June 30, 2006. The amount of this amendment is \$307,480. This project is set forth in the Department of Corrections Strategic Information Technology Plan Name Unified Offender Management System, dated November 2003, Project No. 7.2.

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

Sincerely,



Richard C. Bailey, Jr.

RB/tlg  
2004-024

cc: Leslie Mason, Contract Manager, OIT Logistics  
Ronald Cormier, Project Manager

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF JUSTICE  
GRANT AWARD

Agency Name: NH DOC		Vendor No.: None
Program Name: Interface Corrections to J-ONE		Amount: \$300,000.00
Grant Start Date: 07/28/2004	State Grant Number: 2004RU13	
Grant End Date: 09/30/2006	Federal Grant Number: 2000-RH-CX-K028	
IFS Appropriation No.: 010-020-2010-090		

Head of Agency Stephen Curry Commissioner PO Box 1806 Concord, NH 03302-1806 271-5603	Project Director Robert Jackson	Fiscal Officer Robert Mullen Director of Admin.
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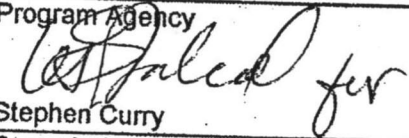
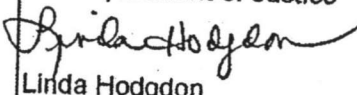
Federal Grant Name:	National Criminal History Improvement Project
Federal Agency:	United States Department of Justice
Bureau/Office:	Bureau of Justice Statistics
CFDA Number:	16.554

Purpose of Grant:	Corrections Interface to J-ONE
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Financial Requirements:	See signed Program Conditions and Guidelines.
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Match Requirements:	10% Cash Match (1/9th of Federal \$'s) Match must be spent on program allowable activities.
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Reporting Requirements:	Monthly or quarterly Financial reports Annual performance report and audit Adherence to State and Federal guidelines and conditions
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Approval	Program Agency	NH Department of Justice
Name	 Stephen Curry	 Linda Hodgdon
Title	Commissioner	Director of Administration
Date		

All terms of this grant award are not valid unless signed by both authorized parties.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024  
AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2004-024 on March 9th, 2005, Item #26A (herein after referred to as the "Agreement"), Xwave New England (hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the New Hampshire Department of Corrections (hereinafter referred to as the "Department") of certain sums as specified therein;

WHEREAS, pursuant to the Agreement (section 17 of the Form P-37) and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, Department wishes to increase the scope of work to include an inbound interface from the statewide criminal justice integration project, known as J-one, and make modifications to the software design, above and beyond the vendors contracted obligation as outlined in the attached "Change Request", and enter into a support and maintenance agreement as outlined in Exhibit J of the contract, the Department and the Vendor seek to modify the Agreement;

WHEREAS, the Department wishes to increase the contract price by \$307,480 to bring the total contract price to \$1,703,480.

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

General Provisions of the Agreement (Form P-37), is hereby amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement (Form P-37) by increasing the Price Limitation from \$1,396,000 to \$1,703,480.

Exhibit A of the Agreement is hereby amended as follows:

The deliverables contained in Section 29 of Exhibit A: *Deliverables* of the Agreement is hereby amended to add new deliverables detailed below, in Table 1.

Table 1

CONTRACT	DESCRIPTION / DELIVERABLE
2004-024 Amendment A	CORIS/J-ONE Requirements document (business and technology requirements)
2004-024 Amendment A	CORIS/J-ONE Design document
2004-024 Amendment A	CORIS/J-ONE interface module ready for DOC acceptance testing

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024  
AMENDMENT A

2004-024 Amendment A	Functional Training (1 day in Concord NH for up-to 5 DOC or State employees)
2004-024 Amendment A	Technical Training (1 day in Concord NH for up-to 5 DOC or State employees)
2004-024 Amendment A	CORIS/J-ONE interface module implemented into production operations

Exhibit B of the Agreement is hereby amended as follows:

1. The activities and deliverables contained in Section 2 of Exhibit B: *Payment Schedule* of the Agreement is hereby amended to add new deliverables detailed below, in Table 2 and to modify deliverable #18 *OMS software configured to meet state requirements*.
2. Changes in payment amounts will be based on the schedule in Table 2.

**NOT TO EXCEED PRICE DELIVERABLES PAYMENT SCHEDULE**

The following are the defined milestones/deliverables and payment amounts, as described in Section 14 of Exhibit A of the Agreement.

All Vendor proposals must cost the project as a fixed price bid. The invoice for the balance of any milestone will be based on the delivery and or acceptance, as defined in the delivery schedule table.

**Table 2 Amendment A to Contract 2004-024 OMS Acquisition and Implementation. Exhibit B, Section 2 Firm Price/Not to Exceed Deliverables Payment Schedule.**

CONTRACT NUMBER	DESCRIPTION / DELIVERABLE	PRELIMINARY DELIVERABLE DATE	PAYMENT AMOUNT
2004-024  Amendment A	OMS Software configured to meet State requirements  OMS Software configured and adapted to meet new requirements.	Change From: 7-15-05  Change To: 11-30-05	Change From: \$33,504 Original  Change To: \$40,984 New Amt.  Total Increase \$ 7,480
2004-024  Amendment A	CORIS/J-ONE Requirements document (business and technology requirements)	12/21/05	\$54,000

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024  
AMENDMENT A

2004-024 Amendment A	CORIS/J-ONE Design document	02/16/06	\$54,000
2004-024 Amendment A	CORIS/J-ONE interface module ready for DOC acceptance testing	05/24/06	\$108,000
2004-024 Amendment A	Functional Training (1 day in Concord NH for up-to 5 DOC or State employees)	06/22/06	\$18,000
2004-024 Amendment A	Technical Training (1 day in Concord NH for up-to 5 DOC or State employees)	06/22/06	\$18,000
2004-024 Amendment A	CORIS/J-ONE interface module implemented into production operations	06/22/06	\$18,000

Exhibit J of the Agreement is hereby amended as follows:

Amend Statement of Work to include inbound interface from J-one to CORIS Offender Management System and to include the work identified in the attached Scope of Work and "Change Request".

Exhibit L of the agreement is hereby amended as follows:

Amend agreement to include Support and Maintenance as outlined in Section D, *a-d* of Exhibit J on a "Time and Materials" basis from January 1, 2006 to June 30, 2006. All support and maintenance provided by Xwave New England for that time period shall be at the hourly rates as indicated in the contract Exhibit B. All services provided by Xwave New England under this support and maintenance agreement are contingent upon available funding and approval by the Department and shall not exceed \$30,000.(See attached documentation)

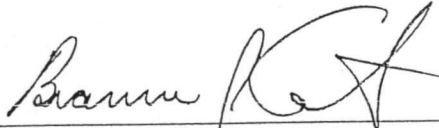
Table 3 Contract 2004-024 – OMS Acquisition and Implementation, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2004-024	Original Contract	April 1, 2005	\$1,396,000
Amendment A	Amend Scope and Price	Upon G&C Approval	\$ 307,480
	<b>CONTRACT TOTAL</b>		<b>\$1,703,480</b>

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

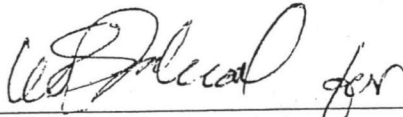
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OMS ACQUISITION AND IMPLEMENTATION  
CONTRACT 2004-024  
AMENDMENT A

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



Brannen J. Carter, General Manager  
Xwave New England

Date: 07-11-05



Stephen J. Curry, Commissioner  
State of New Hampshire  
Department of Corrections

Date: 10/18/05



Approval by Attorney General  
State of New Hampshire  
Department of Justice

Date: 10/21/05



**DEPUTY SECRETARY OF STATE**

DEC 07 2005



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

P.O. BOX 1806  
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639  
TDD Access: 1-800-735-2964

Stephen J. Curry  
Commissioner

Bob Mullen  
Director

February 22, 2005

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

Pending G & C 3-9-2005  
Approved 3-9-2005  
Item # 26A

REQUESTED ACTION

1. Authorize the NH Department of Corrections to accept and expend a Federal Byrne grant in the amount of \$67,599.84 received from the NH Department of Justice to be utilized as a funding component for the Offender Management System from the time of Governor and Executive Council approval through June 30, 2005.

These funds are to be budgeted in an account entitled Federal Byrne Grant as follows and will be adjusted through the budget office if needed and justified between state fiscal years.

Federal Byrne Grant - 010-046-8345

Account	Description	SFY 2005
010-046-8345-020	Current Expense	61,898.36
010-046-8345-040	Indirect Costs	5,639.48
010-046-8345-041	Audit Fund Set Aside	67.36
Total Federal Byrne Grant Award		67,599.84

- 2.. Authorize approval to enter into contract with Xwave New England of Augusta, Maine Xwave New England (Xwave) in the amount of \$1,396,000.00 to provide software licensing, software implementation services, training services and software support and maintenance services for an Offender Management System (OMS). This two-year contract is for the period effective April 1, 2005 through March 31, 2007 and contains four (4) options to renew for an additional period of two (2) years each, with Governor and Executive Council approval.

Funding for this contract is available in the accounts entitled; 97,349:1-III-D-Prison Automation, the Field Services Restitution account and from two Federal Byrne grants administered through the New Hampshire Department of Justice to be included in the FY 2006 / 2007 Biennial Budget. Funding is currently available and anticipated through the budget process to be available as follows:

Vendor Code: To be assigned

February 22, 2005

Page 2

Total Budget for OMS Contract	SFY 2005	SFY 2006	SFY 2007	Totals
Field Services Restitution Account 010-046-8303-090	91,056.64			91,056.64
97,349-1-III-D-Prison Automation 030-046-9650-090	73,197.00	506,803.00		580,000.00
Federal Byrne grant 010-046-8345-020	61,898.36	272,165.00	390,880.00	724,943.36
Total Contract Budget	226,152.00	778,968.00	390,880.00	1,396,000.00

6.57  
41.52  
51.97

EXPLANATION

The Department of Corrections has been awarded two Federal Byrne grants totaling \$799,364.16 administered through the New Hampshire Attorney General's Office to be used as a component of funding for a contract for implementation services, training services and software support and maintenance services for an Offender Management System between the New Hampshire Department of Corrections and Xwave New England of Augusta Maine. The department is requesting that the portion of the grants that are necessary to support this contract in FY 2005 be approved by Governor and Council, with the remainder of the funding to be included in the FY 2006 / 2007 biennial budget.

Funding for this contract is available from the account entitled Field Services Restitution, in the amount of \$91,056.64 funds received under RSA 6:12 paragraph 57 Application of Receipts; an account entitled 97,349:1-III-D Prison Automation, account number 030-046-9650-090, in the amount of \$580,000.00, a capital appropriation lapse extension from 1997 total \$750,000.00 attached to HB 135; and a Federal Byrne Grant, for \$724,943.36 to be administered through the New Hampshire Department of Justice. The three sources combined are \$1,396,000.00.

Source of Funds:      Field Services Restitution - 100% Other Funds  
                              97,349:1-III-D Prison Automation - 100% General Funds  
                              Federal Byrne Grant - 100% Federal Funds

This request is for the authority to contract with Xwave to provide software, implementation services and training services for an Offender Management System. Xwave maintains proprietary software known as CORIS, (Corrections Information System), which the Department of Corrections intends to license from Xwave. As part of this contract, Xwave will also provide services to assist DOC with installation, configuration, and modifications to the CORIS software to meet DOC's policies. In addition, Xwave will provide training services in the use and maintenance of the CORIS software application.

It is expected that successful completion of this contract will have significant benefits to DOC and the State of New Hampshire. It will fully integrate information for many operational aspects of probation/parole supervision, prison management, and community corrections (halfway houses). The DOC will be able to function more efficiently with increased information sharing between facilities and field staff allowing for continuity of services to the offender population. This will allow the DOC to better analyze its current programs and practices by

February 22, 2005

Page 3

identifying the programs with the most positive effect on offenders allowing DOC to allocate resources to areas having the greatest potential for reduction in criminal recidivism. The ability of DOC to collect funds from offenders and disburse funds to crime victims will also be greatly enhanced by allowing staff to monitor offender payments, and take appropriate action in a timely manner holding offenders accountable to their victims.

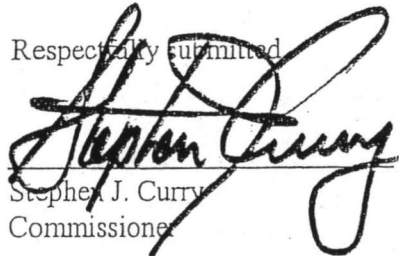
Inter-agency information sharing through the criminal justice integration project or J-one has been a major initiative of the State of New Hampshire. J-one will allow for the sharing of information electronically between criminal justice agencies and this Offender Management System will allow DOC to enter into the J-one program with much more information to offer and in a more compatible format than the systems currently employed.

This contract was published as a Request for Proposal on the DOC web site and the State's Bureau of Plant and Property web site beginning on April 23, 2004 for a period of sixty (60) days. DOC received five (5) proposals; one (1) did not meet the minimum qualifications and was removed from the evaluation process. A selection team, composed of five (5) staff members from DOC and the State Office of Information Technology, evaluated the remaining four (4) proposals. One (1) was removed from further consideration based upon cost. The three (3) remaining proposals conducted demonstrations of the proposed software solutions. Based upon the written proposals and software demonstrations, Xwave was chosen as the proposed vendor. A selection matrix was developed (see attachment) Xwave was the lowest bidder and held the highest evaluation scores of the categories used as criteria to award the contract.

Geographic areas served are Statewide.

The Federal Byrne Grant requires a match of 25% State General Funds for the grant award which is satisfied by the Prison Automation account, number 030-046-9650, a capital appropriation (97,349:1-III-D-Prison Automation).

Respectfully submitted,

  
Stephen J. Curry  
Commissioner

## Selection Matrix for RFP 2004-024

Company	Company Address	Software, Implementation and 10yr Support Costs	Software 250 pts max	Tech, Service and PM		Vendor Qualification		Total	
				Narratives	pts max	s 100 pts	max	Cost	1000 pts
								350 pts max	max
Xwave Inc.	151 Capitol St. Augusta, ME 04332	\$2,381,100.00	210.1	255.9	89	350	905		
Marquis Software	1611 Jaydell Circle Suite G Tallahassee, FL 32308	\$3,355,135.00	207.4	227	86.5	248	768.9		
Softscape Inc.	526 Boston Post Rd Wayland, MA 01778	\$3,015,000.00	193.3	217.6	74	276	760.9		
SoftTec Inc.	621 Wall St. Seveirville, TN 37862	\$6,680,000.00	165.9	148.7	60.5	125	500.1		

STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE GRANT AWARD		
Agency Name: NH Department of Corrections		Vendor No.: NONE
Program Name: Offender Records Management System Pa		Amount: \$336,343.16
Grant Start Date:	03/09/2005	State Grant Number: 20041521
Grant End Date:	09/30/2005	Federal Grant Number: 2002DBBX0033
IFS Appropriation No.: 010-020-3355-090		
Head of Agency	Project Director	Fiscal Officer
Stephen Curry Commissioner 105 Pleasant Street Concord, NH 03301 271-5603	Ronald Cormier	Robert Mullen
Federal Grant Name: Byrne Formula Grant - FY2002		
Federal Agency: United States Department of Justice		
Bureau/Office: Office of Justice Programs		
CFDA Number: 16.579		
Purpose of Grant: Purchase of Offender Records Management System		
Financial Requirements: See signed Program Conditions and Guidelines.		
Match Requirements: 25% Cash Match (1/3 of Federal \$'s) Match must be spent on program allowable activities.		
Reporting Requirements: Monthly or quarterly Financial reports Annual performance report and audit Adherence to State and Federal guidelines and conditions		
Approval	Program Agency	NH Department of Justice
Name	Stephen Curry	Linda M. Hodgdon
Title	Commissioner	Director of Administration
Date		
All terms of this grant award are not valid unless signed by both authorized parties.		

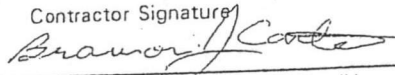
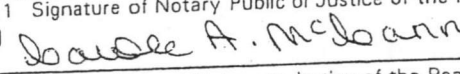
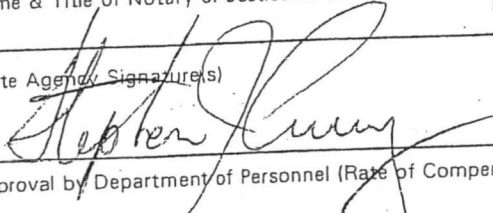
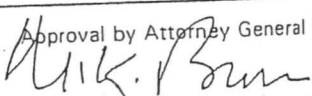
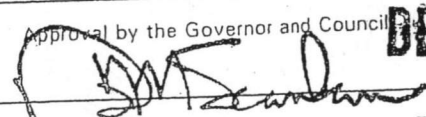
STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE GRANT AWARD		
Agency Name: NH Department of Corrections		Vendor No.: None
Program Name: Offender Records Management System		Amount: \$463,021.00
Grant Start Date: 03/09/2005	State Grant Number: 20051521	
Grant End Date: 09/30/2006	Federal Grant Number: 2003DBBX0009	
IFS Appropriation No.: 010-020-3366-090		
Head of Agency:	Project Director	Fiscal Officer
Stephen Curry Commissioner 105 Pleasant Street Concord, NH 03301 271-5603	Ronald Cormier	Robert Mullen
Federal Grant Name: Byrne Formula Grant		
Federal Agency: United States Department of Justice		
Bureau/Office: Bureau of Justice Assistance		
CFDA Number: 16.579		
Purpose of Grant: Purchase of Offender Records Management System		
Financial Requirements: See signed Program Conditions and Guidelines.		
Match Requirements: 25% Cash Match (1/3 of Federal \$'s) Match must be spent on program allowable activities.		
Reporting Requirements: Monthly or quarterly Financial reports Annual performance report and audit Adherence to State and Federal guidelines and conditions		
Approval	Program Agency	NH Department of Justice
Name	Stephen Curry	Linda M. Hodgdon
Title	Commissioner	Director of Administration
Date		
All terms of this grant award are not valid unless signed by both authorized parties.		

Subject: Offender Management System and Implementation

AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.		1.2 State Agency Address	
1.1 State Agency Name Department of Corrections		105 Pleasant St. Concord NH 03301	
1.3 Contractor Name Xwave New England		1.4 Contractor Address 151 Capitol St. PO Box 495 Augusta ME 04332	
1.5 Account No. N/A	1.6 Completion Date 3-31-2007	1.7 Audit Date N/A	1.8 Price Limitation \$1,396,000.00
1.9 Contracting Officer for State Agency Stephen Curry, Commissioner		1.10 State Agency Telephone Number 1-603-271-5603	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signor Brannen Carter, General Manager, Xwave New England	
1.13 Acknowledgment: State of New Hampshire, County of Merrimack MAINE On 2/24/05 before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary or Justice of the Peace CAROLE A. McCANN Notary Public, Maine My Commission Expires April 18, 2010			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Stephen Curry, Commissioner	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants). By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Sr., Assistant Attorney General, On: 2/25/05			
1.18 Approval by the Governor and Council By:  On: MAR 09 2005 <b>DEPUTY SECRETARY OF STATE</b>			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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 those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate 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 1.5 in the event funds in that account are reduced or unavailable.			

It is unlawful to make any alteration to the text of this document.

This document signifies that no alterations have been made to the original text or format.

## 5. CONTRACT PRICE: LIMITATION ON PR PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

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 RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything 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 of these general provisions.

## 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 vendor 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 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 (41C.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 and conditions of this Agreement.

## 7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. 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 The Contractor shall not hire, and shall permit no 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 has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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.

## 8. EVENT OF DEFAULT, REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant 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; and

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; and

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

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 On and after the Effective Date, 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 RSA 91-A or other applicable law. Disclosure pursuant to a right to know request shall require 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 to the Services, the Contractor shall deliver

to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in 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, worker's compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT, DELEGATION AND SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or 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 shall survive the termination of this Agreement.

## 14. INSURANCE AND BOND.

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, both for the benefit of the State, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. 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, or any subsequent Event. No express failure of 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 default on the part of the Contractor.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by 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, above.

17. 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 Council of the State of New Hampshire.

18. 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.

19. 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.

20. SPECIAL PROVISIONS. The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. 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 understanding.

It is unlawful to make any alteration to the text of this document.

A signature on this document signifies that no alterations have been made to the original text or format.