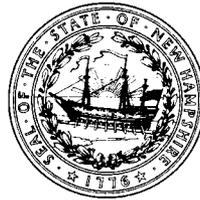


58A *Beard*

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

October 31, 2014

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into a **sole source** contract with Sophus Consulting, Folsom, CA (vendor #201182-B001) in the amount of \$300,000 for the purpose of upgrading the Department's ProLaw case management system effective with the date of Governor and Council approval through June 30, 2015. 100% Capital Funds *General Funds*

Funding is available in account #02-20-20-200030-79490000, 13-195:X-B - Prolaw Upgrade.

EXPLANATION

In the past, the Department of Justice's (DOJ) electronic records and case management system was put out to bid after extensive work with the Department of Information Technology to specify the work needed. The only response received was from the Sophus Consulting. Therefore, this contract was negotiated with Sophus due to their successful implementation of the past upgrades and their current and extensive knowledge and expertise relating to DOJ's electronic records and case management system (ProLaw). Sophus has extensive experience providing virtually identical services to other state Attorneys General's offices and other similarly-sized government law offices. Sophus is uniquely skilled and knowledgeable regarding the work that needs to be done and has been an excellent vendor-partner in the past.

The Department of Justice uses ProLaw to manage its case records. The current version of ProLaw is no longer supported and is highly susceptible to catastrophic failure. It is critical that we upgrade this software to ensure the ongoing functionality of the system supporting the civil and criminal prosecution functions as well as all other functions of the DOJ.

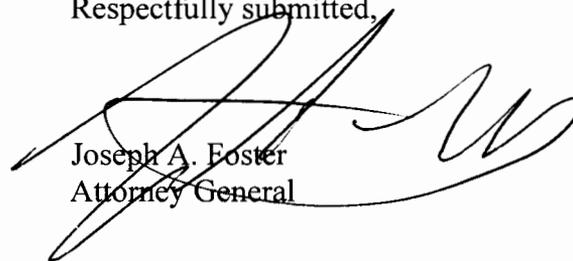
Currently the system is also used for timekeeping by office professionals and is a vital part of our calendaring system which ensures timely court appearances and submissions, and serves as the electronic file cabinet for all our documents. We have well over one million documents in the system and our work generates hundreds of new documents each week. All of the work the DOJ does—civil, criminal, consumer protection and charitable trusts—are totally dependent on ProLaw and this upgrade.

This upgrade will bring ProLaw up to its most recent version. The current version of ProLaw is highly vulnerable to catastrophic failure from which there can be no recovery. The vendor no longer supports this version because of its age. It also does not operate with the current versions of other critical software essential to the work of DOJ such as Microsoft Exchange 2010 and MS Office 2010. The DOJ must upgrade ProLaw to continue to stay current with State standards and take advantage of efficient, lower-cost, centralized alternatives offered through the Department of Information Technology. Funding for this project was approved through the Capital Budget for the 2014 & 2015 Biennium.

Please let me know if you have any questions concerning this request.

Your consideration is greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Joseph A. Foster', is written over the typed name and title. The signature is fluid and cursive, with a large initial 'J' and 'F'.

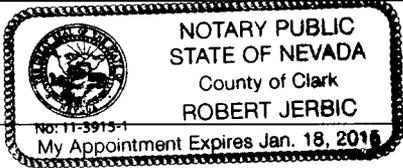
Joseph A. Foster
Attorney General

JAF/k
#1110145

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

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

GENERAL PROVISIONS

1.1 State Agency Name Department of Justice		1.2 State Agency Address 33 Capitol Street Concord, NH 03301	
1.3 Contractor Name Sophus Consulting		1.4 Contractor Address 2795 E. Bidwell Street, 100-166 Folsom, CA 95630	
1.5 Contractor Phone Number 916-999-1417	1.6 Account Number	1.7 Completion Date 6/30/2015	1.8 Price Limitation \$300,000
1.9 Contracting Officer for State Agency Rosemary Faretra, Dir. of Admin.		1.10 State Agency Telephone Number 603-271-3643	
1.11 Contractor Signature <i>Angelo M. Whitfield</i>		1.12 Name & Title of Contractor Signatory Angelo Whitfield, Principal	
1.13 Acknowledgement: State of <i>Nevada</i> , County of <i>Clark</i> On <i>10/31/14</i> , 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. <div style="text-align: right; margin-right: 100px;"><i>Angelo M. Whitfield</i></div>			
1.13.1 Signature of Notary Public or Justice of the Peace [seal] <i>[Signature]</i>			
1.13.2 Name & Title of Notary or Justice of the Peace <i>Robert Jerbic, Notary Public</i>			
1.14 State Agency Signature(s) <i>[Signature]</i>		1.15 Name/Title of State Agency Signatory <i>ANN RICE, DEPUTY ATTORNEY GENERAL</i>	
1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <i>Mike. Burn</i> Assistant Attorney General, On: <i>11/3/14</i>			
1.18 Approval by the Governor & Council By _____ On: _____			

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

TABLE OF CONTENTS

TERMS AND DEFINITIONS 5

1. CONTRACT DOCUMENTS.....12

1.1 CONTRACT DOCUMENTS12

1.2 ORDER OF PRECEDENCE12

2. CONTRACT TERM13

3. COMPENSATION13

3.1 CONTRACT PRICE13

3.2 NON-EXCLUSIVE, NOT TO EXCEED CONTRACT13

4. CONTRACT MANAGEMENT.....13

4.1 THE VENDOR'S CONTRACT MANAGER14

4.2 THE VENDORS PROJECT MANAGER14

4.3 THE CONTRACT VENDOR KEY PROJECT STAFF.....15

4.4 STATE CONTRACT MANAGER.....16

4.5 STATE PROJECT MANAGER.....16

4.6 REFERENCE AND BACKGROUND CHECKS.....17

5. DELIVERABLES17

5.1 VENDOR RESPONSIBILITIES17

5.2 DELIVERABLES AND SERVICE17

5.3 NON- SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE.....17

5.4 SYSTEM/SOFTWARE TESTING AND ACCEPTANCE.....18

5.5 SECURITY.....18

6. SOFTWARE18

6.1 Software and Maintenance.....18

7. SERVICES..... 18

7.1 IMPLEMENTATION SERVICES 18

7.2 TRAINING SERVICES 19

8. WORK PLAN DELIVERABLE19

9. CHANGE ORDERS19

10. STATE DATA and VENDOR MATERIALS20

10.1 STATE'S DATA20

10.2 VENDOR'S MATERIALS 20

10.3 STATE WEBSITE COPYRIGHT.....20

10.4 CUSTOM SOFTWARE SOURCE CODE.....21

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

10.5 SURVIVAL.....21

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY 21

11.1 USE OF STATE'S INFORMATION21

11.2 STATE CONFIDENTIAL INFORMATION21

11.3 VENDOR CONFIDENTIAL INFORMATION22

11.4 SURVIVAL.....22

12. LIMITATION OF LIABILITY22

12.1 STATE.....22

12.2 THE CONTRACTED VENDOR22

12.3 STATE'S IMMUNITY23

12.4 SURVIVAL23

13. TERMINATION23

13.1 TERMINATION FOR DEFAULT23

13.2 TERMINATION FOR CONVENIENCE24

13.3 TERMINATION FOR CONFLICT OF INTEREST24

13.4 TERMINATION PROCEDURE25

14. CHANGE OF OWNERSHIP.....25

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS.....26

16. DISPUTE RESOLUTION.....26

17. GENERAL PROVISIONS.....27

**17.1 CONDITIONAL NATURE OF THE CONTRACT
.....27**

17.2 COMPLIANCE BY SOPHUS WITH LAWS AND REGULATIONS EQUAL EMPLOYMENT
OPPORTUNITY.....27

17.3 REGULATORY / GOVERNMENT APPROVALS.....28

17.4 ACCESS/ COOPERATION.....28

17.5 PERSONNEL.....28

18. TRAVEL EXPENSES.....29

18.1 SHIPPING AND DELIVERY FEE EXEMPTION29

18.2 PROJECT WORKSPACE AND OFFICE EQUIPMENT29

18.3 ACCESS/ COOPERATION.....29

18.4 REQUIRED WORK PROCEDURES.....29

18.5 COMPUTER USE.....29

18.6 E-MAIL USE.....30

18.7 INTERNET/ INTRANET.....30

18.8 REGULATORY- GOVERNMENT APPROVALS.....30

18.9 INSURANCE31

18.10 EXHIBITS31

18.11 VENUE AND JURISDICTION.....31

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

18.12 SURVIVAL31
18.13 WORK FOR HIRE.....31

 _____

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p>



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

	Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

	including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
1. Open Data Formats	2. A data format based on an underlying Open Standard.
3. Open Source Software	4. Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
5. Open Standards	6. Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire <Department > <Address> <City, State, Zip> Reference to the term “State” shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State’s Confidential Records	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State’s representative with regard to Project oversight
State’s Project Manager (PM)	State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

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

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

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

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Justice (“State”), and SOPHUS CONSULTING, a Nevada Corporation, (“SOPHUS”), having its principal place of business at 8550 W. Charleston Blvd., Suite 102-390, Las Vegas, Nevada 89117.

RECITALS

The State desires to have Sophus Consulting provide a Commercial-off-the-shelf Software System, and associated Services for the State;

Sophus Consulting wishes to provide services to assist in the upgrade and configuration of a Commercial off the Shelf Software System, ProLaw v. 2014.

The parties therefore agree as follows:

7. CONTRACT DOCUMENTS

1.1 Contract Documents

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

- A. The Contract Agreement
- B. Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

Exhibit C- Special Provisions (Not applicable)
Exhibit D- Administrative Services
Exhibit E- Implementation Services
Exhibit F- Testing Services
Exhibit G- Maintenance and Support Services (not applicable)
Exhibit H- Requirements- The Vendor's Responses
Exhibit I- Work Plan
Exhibit J- Software License and related Terms (not applicable)
Exhibit K- Warranty and Warranty Services
Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference (Not applicable)
Exhibit N- The Vendor Proposal, by reference (Not applicable)
Exhibit O- Certificates and Attachments

1.2 Order of Precedence

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

- a. *The State of New Hampshire Terms and Conditions*, Contract Agreement.
- b. State of New Hampshire, DEPARTMENT OF JUSTICE Contract 2015-047.

2. Contract Term

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

The Contract shall begin on the Effective Date and extend through June 30, 2015. The Term may be extended up to two years, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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

The State does not require the Contracted Vendor to commence work prior to the Effective Date; however, if the Contracted Vendor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Contracted Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Contracted Vendor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

3. COMPENSATION

3.1 Contract Price

- 3.1.1 The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.
- 3.1.2 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.
- 3.1.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA80:7 through RSA 80:7-c or any other provision of law.
- 3.1.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

3.2 Non-Exclusive, Not to Exceed Contract

This is a Non-Exclusive, Not To Exceed Contract with price and term limitations as set forth in the Contract.

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

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$267,280.

4. CONTRACT MANAGEMENT

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

4.1 The Vendor's Contract Manager

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

Angelo Whitfield
Principal

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

2795 E. Bidwell Street, 100-166
Tel: 916-999-1417
Fax: 916-999-1416
Email: awhitfield@sophusconsulting.com

4.2 The Vendor's Project Manager

4.2.1 Contract Project Manager

The Contracted Vendor shall assign a Project Manager who meets the requirements of the Contract. The Contracted Vendor's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed the Contracted Vendor Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contracted Vendor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 The Contracted Vendor Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contracted Vendor's representative for all administrative and management matters. The Contracted Vendor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. The Contracted Vendor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contracted Vendor's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3 The Contracted Vendor shall not change its assignment of the Contracted Vendor Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contracted Vendor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Contracted Vendor Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. The Contracted Vendor shall assign a replacement the Contracted Vendor Project Manager within ten (10) business days of the departure of the prior the Contracted Vendor Project Manager, and the Contracted Vendor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim the Contracted Vendor Project Manager.

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

4.2.5 The Contracted Vendor Project Manager is:



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
CONTRACT AGREEMENT – GENERAL PROVISIONS**

Veronica Gallegos
Implementation and Training Manager
2795 E. Bidwell Street, 100-166
Folsom, CA 95630
505-414-1601
916-999-1419
vgallegos@sophusconsulting.com

4.3 The Contracted Vendor Key Project Staff

4.3.1 The Contracted Vendor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Contracted Vendor Key Project Staff. The State reserves the right to require removal or reassignment of the Contracted Vendor’s Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

4.3.2 The Contracted Vendor shall not change any the Contracted Vendor Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contracted Vendor Key Project Staff will not be unreasonably withheld. The replacement the Contracted Vendor Key Project Staff shall have comparable or greater skills than the Contracted Vendor Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare the Contracted Vendor in default and to pursue its remedies at law and in equity, if the Contracted Vendor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Contracted Vendor’s replacement Project staff.

4.3.3.1 The Contracted Vendor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contracted Vendor’s Key Project Staff:

Key Member(s)	Title
Angelo Whitfield	Engagement Manager
Glenn Whitestone	Project Manager
Veronica Gallegos	Technical Consultant
William Steele	Technical Consultant
Adonis Villanueva	Technical Consultant



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

4.4 State Contract Manager

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

Michael K. Brown
Department of Justice
33 Capitol Street
Concord, NH 03301
Tel: (603) 271-1231
Fax: (603) 223-6226
Email: michael.brown@doj.nh.gov

4.5 State Project Manager

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

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

The State Project Manager is:

Michael K. Brown
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Concord, NH 03301
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Fax: (603) 223-6226
Email: michael.brown@doj.nh.gov

4.6 Reference and Background Checks

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

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

5. DELIVERABLES

5.1 Vendor Responsibilities

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

The Contracted Vendor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 18: *General Contract Requirements* herein. The Contracted Vendor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contracted Vendor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 Deliverables and Services

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

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

5.3 Non-Software and Written Deliverables Review and Acceptance

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

5.4 System/Software Testing and Acceptance

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

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

5.5 Security

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

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

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

6. SOFTWARE

6.1 Software and Maintenance

Not Applicable.

7. SERVICES

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

7.1 Implementation Services

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

7.2 Training Services

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

8. WORK PLAN DELIVERABLE

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

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

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

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

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

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

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

9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of the Contracted Vendor's receipt of a Change Order, the Contracted Vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

The Contracted Vendor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to the Contracted Vendor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

10 State Data and Vendor Materials

10.1 State's Data and Property

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

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.

10.2 Vendor's Materials

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

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

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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

10.4 Custom Software Source Code

Not Applicable

10.5 Survival

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

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

In performing its obligations under the Contract, the Contracted Vendor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). The Contracted Vendor shall not use the State Confidential Information

CONTRACT

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contracted Vendor's performance under the Contract.

11.2 State Confidential Information

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

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

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

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

11.3 Vendor Confidential Information

Insofar as the Contracted Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Contracted Vendor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contracted Vendor considers the Software and Documentation to be Confidential Information. The Contracted Vendor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contracted Vendor as confidential, the State shall notify the Contracted Vendor and specify the date the State will be releasing the requested information. At the request of the State, the Contracted Vendor shall cooperate and assist the State with the collection and review of the Contracted Vendor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contracted Vendor's sole responsibility and at the Contracted Vendor's sole expense. If the Contracted Vendor fails to obtain a court order enjoining the disclosure, the State shall release

CONTRACT

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

the information on the date specified in the State's notice to the Contracted Vendor, without any liability to the Contracted Vendor.

11.4 Survival

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

12 LIMITATION OF LIABILITY

12.1 State

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

12.2 The Contracted Vendor

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

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contracted Vendor's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 State's Immunity

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

12.4 Survival

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

- 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

CONTRACT

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this agreement.

14 TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

14.1 Termination for Default

Any one or more of the following acts or omissions of the Contracted Vendor shall constitute an event of default hereunder (“Event of Default”)

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

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

- a. Unless otherwise provided in the Contract, the State shall provide the Contracted Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If the Contracted Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contracted Vendor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give the Contracted Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Contracted Vendor during the period from the date of such notice until such time as the State determines that the Contracted Vendor has cured the Event of Default shall never be paid to the Contracted Vendor.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and the Contracted Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

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

14.2 Termination for Convenience

14.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contracted Vendor. In the event of a termination for convenience, the State shall pay the Contracted Vendor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

14.3 Termination for Conflict of Interest

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

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

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

14.4 Termination Procedure

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

14.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Contracted Vendor shall:

CONTRACT

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contracted Vendor and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that the Contracted Vendor has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

15 CHANGE OF OWNERSHIP

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

16 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

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

CONTRACT

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

16.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contracted Vendor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contracted Vendor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contracted Vendor should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contracted Vendor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contracted Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contracted Vendor, its successors or assigns.

17 DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR		STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Veronica Gallegos		TBD	5 Business Days
First	Angelo M. Whitfield		Michael Brown	10 Business Days
Second	Angelo M. Whitfield		Joseph Foster	15 Business Days

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

18 GENERAL REQUIREMENTS

18.1 Conditional Nature of Contract

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving Sophus notice of such termination.

The State shall not be required to transfer funds from any other account to the account identified in block 1.6: *Account No.* of the Agreement in the event funds in that account are reduced or unavailable.

18.2 Compliance by Sophus with Laws and Regulations: Equal Employment Opportunity

18.2.1 In connection with the performance of the Contract, Sophus shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon Sophus, including, but not limited to, civil rights and equal opportunity laws. Sophus shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract. In addition, Sophus shall comply with all applicable copyright laws.

18.2.2 During the term of the Contract, Sophus shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and shall take affirmative action to prevent such discrimination.

18.2.3 If the Contract is funded in any part by monies of the United States, Sophus shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issues to implement these regulations. Sophus further agrees to permit the State, or United States, access to any of Sophus' pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

18.3 Regulatory/Government Approvals

Sophus shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

18.4 WORKERS' COMPENSATION.

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

CONTRACT

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

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

18.5 Personnel

18.5.1 The performance of Sophus' obligations under the Contract shall be carried out by Sophus. Sophus shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform Sophus' obligations under the Contract. Sophus warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

18.5.3 The Chief Information Officer ("CIO") of the Department of Information Technology, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

18.6 WAIVER OF BREACH.

CONTRACT

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

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

18.7 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 I .4, herein.

18.8 AMENDMENT.

This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

18.9 CONSTRUCTION OF AGREEMENT AND TERMS.

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

18.10 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.

18.11. HEADINGS.

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

18.12 SPECIAL PROVISIONS.

CONTRACT

Authorized SOPHUS initials: *aw*

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

18.13. SEVERABILITY.

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

18.14. ENTIRE AGREEMENT.

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

19 Travel Expenses

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

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

19.1 Shipping and Delivery Fee Exemption

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

19.2 Project Workspace and Office Equipment

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

19.3 Access/Cooperation

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

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

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

19.4 Required Work Procedures

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

19.5 Computer Use

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contracted Vendor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contracted Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contracted Vendor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Contracted Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if the Contracted Vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

19.6 Email Use

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

19.7 Internet/Intranet Use

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

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

19.8 Regulatory Government Approvals

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

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

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

19.9 Insurance

19.9.1 the Contracted Vendor Insurance Requirement

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

19.9.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

19.9.1.2 Fire and extended coverage insurance covering all property subject to Section 10.1 herein, in an amount not less than 80% of the whole replacement value of the property.

19.9.2 The policies described in subparagraph 19.9.1 I herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

19.9.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The

CONTRACT

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047**

certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference, Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer entitled in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

19.10 Exhibits

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

19.11 Venue and Jurisdiction

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

19.12 Survival

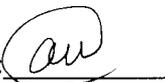
The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Exhibit E Section 3: Records Retention and Access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

19.13 Work for Hire

Vendor represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

CONTRACT

Authorized SOPHUS initials:



Page 34 of 35

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047

CONTRACT

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT A
CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Project Overview

The general scope of the project is to provide services to upgrade the ProLaw case management system from version 9 (v 9.12) to the most recent version of ProLaw which is currently ProLaw 2014 release 1 (ProLaw 2014.1). The new platform introduces substantial changes in the ProLaw platform including a new reporting engine leveraging Microsoft SQL Reporting and Analysis services, integrations with Exchange 2010/2013 and the MS Outlook client.

Sophus Consulting shall provide the State with a final production version of ProLaw 2014 that meets and performs in accordance with the Specifications and Deliverables and within the specified time frames in the Work Plan.

General Project Assumptions

1. State of New Hampshire will provide timely provisioning of, and access to, office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from State of New Hampshire attorneys, support and IT staff, and suitably configured computer products are essential to the performance of any services as set forth in this SOW.
2. State of New Hampshire will provide Sophus Consulting with full access to the relevant functional, technical, and business resources with adequate skills, knowledge, and decision-making authority to support the services throughout the project.
3. State of New Hampshire will ensure that all system and end-user hardware as well as software applications meet the minimum system requirements and application versions specified in the Thomson Product System Requirements for ProLaw XII document.
4. State of New Hampshire will provide and maintain the properly configured hardware and network infrastructure to support the services. This includes, without limitation, providing adequate data backup, monitoring, and tuning to demonstrate the integrity of the ProLaw application environments. The term "Hardware" as used herein shall mean any hardware, middleware, data communications, and application or other third-party software required for this ProLaw Upgrade project. The Hardware will have sufficient capacity to load and operate the ProLaw Upgrade software and to perform project activities for the relevant phase of the project. The Hardware must have all required network interfaces to provide user access to printing and terminal facilities in at least one training location. The Hardware will be fully operational prior to Sophus Consulting coming on-site for training and for any other services. State of New Hampshire will update the Hardware as required to enable the services to proceed without interruption.
5. State of New Hampshire will provide and maintain support of the infrastructure and technical environment including, but not limited to:
 - High-speed connectivity and remote access to enable Sophus Consulting to access applications remotely

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT A
CONTRACT DELIVERABLES**

- Local Area Network (LAN)/Wide Area Network (WAN) requirements
 - Database server configuration
 - Your PC configuration
 - Implementation of batch jobs
 - Backup procedures
 - System management requirements
 - Operational requirements and documentation
 - Performance tuning
6. State of New Hampshire will provide the Sophus Consulting project team with adequate workspace, computer resources, and normal equipment and business supplies for the duration of the project. This will include conference rooms; overhead projectors; white boards; desks, telephones, and computer communication hook-up for communication between DOJ and Sophus Consulting; computers and other facilities for training; printers; an enclosed project work area; nominal administrative support when requested. Each Sophus Consulting member on site will be issued a State of New Hampshire desktop computer if requested, and a login into the network with access to those areas required for the project.
 7. VPN access into the State of New Hampshire environment will be provided for those Sophus Consulting team members that are off site for the systems/assets required for this project. These will be provided within few days of State of New Hampshire receiving a list of those Sophus Consulting team members requiring any access. Each Sophus Consulting team member will be required to sign a security clearance document.
 8. State of New Hampshire will communicate with vendors and departments within the organization, and facilitate their participation in the project when that is appropriate; and be responsible for the timeliness and quality of their activities and work product.
 9. Each party's performance and effectiveness is dependent in many cases on the timeliness and quality of the other party's activities and deliverables. State of New Hampshire and Sophus Consulting intend to perform and complete work per the project schedule, as it may be modified from time to time by mutual consent and subject to the Change Control process. Should either party not provide the resources, or should it not fulfill its roles and responsibilities described in this SOW, the result may be project delays.
 10. Sophus Consulting will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and Sophus Consulting Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT A
CONTRACT DELIVERABLES**

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

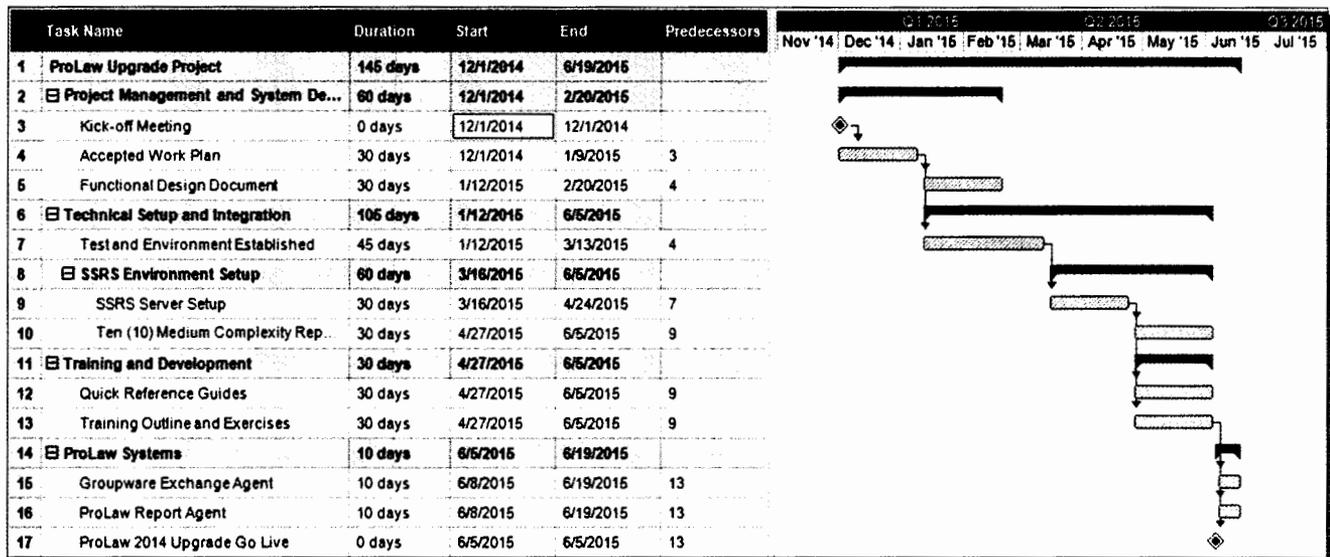
The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance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

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

The chart below summarizes a high level schedule with the expected deliverables. Final deliverables will be determined and agreed upon with the acceptance of the detailed Work Plan.



3. TRAINING DELIVERABLES

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1. PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling \$300,000.00 for the period between the Effective Date through July 1, 2015. Sophus Consulting shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Sophus Consulting to invoice the State on a monthly basis for work performed following activities appearing in the task table below:

WBS	High Level Tasks	Allotted Hours
1	Project Management and System Design	
1.1	Initial meetings, analysis, miscellaneous tasks and additional documentation where required; project plan development	60
1.2	Functional analysis to document current process and project requirements	90
1.3	Review and work with NH AG Staff to Determine ProLaw 2014 functionality to be implemented (profiling, government modifications)	40
1.4	Assistance with practice specific design and customizations	120
1.5	General Support and Technical Assistance Hours	160
1.6	Documentation of Contract Deliverables	100
2	Technical Setup and Integrations	
2.1	Determine hardware and software configurations and recommendations on IT procurement issues	20
2.2	Setup Test Environment; test upgrade or possible conversion	160
2.3	Setup/Review V12 System Preferences and Security Classes	40
2.4	Isys Implementation	24

Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials _____

Exhibit B

Page 4 of 43

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

2.5	Database Review to include cleanup of upgrade related issues	60
2.6	Outlook Agent to Groupware Agent Setup, Testing and Migration	80
2.7	SSRS Setup, Create ProLaw Reports in SSRS, New Reporting Requirements	220
2.8	Integration Builder ProLaw ILS and AD Synchronization	180
3	Training and Development	
3.1	Review/analysis of existing training documentation/procedure documentation. (To ensure proper design/instruction implemented to meet client needs).	24
3.2	Provide detailed analysis/determination to client regarding training documentation needs.	36
3.3	Quick Reference Guides	50
3.4	Training Outlines	60
3.5	Training Exercises	24
3.6	Communications during training development	60
3.7	Training for Trainers, On-Site Training and Scope Assessment	60
	Total Estimate of Hours	1608
	Total Estimate of Travel Costs	\$0

Final Deliverables will be determined based on final detailed work plan.

Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials aw

Exhibit B

Page 5 of 43

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$300,000.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Sophus Consulting for all fees and expenses, of whatever nature, incurred by Sophus Consulting in the performance hereof.

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

3. INVOICING

Sophus Consulting shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Sophus Consulting shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

Invoices shall be sent to:
Rosemary Faretra
Director of Administration
33 Capitol Street
Concord, New Hampshire 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
Sophus Consulting
2795 E. Bidwell Street, 100-166
Folsom, CA 95630

5. OVERPAYMENTS TO Sophus Consulting

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

6. CREDITS

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

Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials _____

Exhibit B

Page 6 of 43

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

PROJECT HOLDBACK

7. The State shall withhold ten percent (10%) of the price for each Deliverable, except Software license fees, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

8. CONTRACT SECURITY/PERFORMANCE BOND (Not Applicable)

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT C
SPECIAL PROVISIONS**

NOT APPLICABLE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT D
ADMINISTRATIVE SERVICES**

EXHIBIT D – ADMINISTRATIVE SERVICES

1. Travel Expenses

- i. The Vendor must assume all reasonable travel and related expenses. All labor rates will be “fully loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. Shipping and Delivery Fee Exemption

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

3. Work Hours

- i. Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm Eastern Standard Time, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of *at least* thirty (30) minutes be taken after five (5) consecutive hours of work.

4. Access/Cooperation

- i. As applicable, and subject to the applicable laws and regulations, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.
- ii. The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Vendor to perform its obligations under the Contract.

5. State-Owned Documents and Copyright Privileges

- i. The Vendor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this RFP. Upon expiration or termination of the Contract with the State, the Vendor shall turn over all State-owned documents, material, reports, and work in

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT D
ADMINISTRATIVE SERVICES**

progress relating to this RFP to the State at no additional cost to the State.
Documents must be provided in both printed and electronic format.

6. Intellectual Property

- i. The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the Software, and the associated Documentation including any and all performance enhancing operational plans and Vendors' special utilities. The State shall have sole right to produce, publish, or otherwise use such Software, modifications, and Documentation developed under the Contract and to authorize others to do so.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT E
IMPLEMENTATION SERVICES**

1. STATE MEETINGS AND REPORTS

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

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

- a. Introductory Meeting:** Participants will include Sophus Consulting Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. Kickoff Meeting:** Participants will include the State and Sophus Consulting Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. Status Meetings:** Participants will include, at the minimum, the Sophus Consulting Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Sophus Consulting shall serve as the basis for discussion.
- d. The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. Exit Meeting:** Participants will include Project leaders from Sophus Consulting and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects Sophus Consulting to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Sophus Consulting's responsibility.

The Sophus Consulting Project Manager or Sophus Consulting Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Sophus Consulting's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Sophus Consulting shall produce Project status reports, which shall contain, at a minimum, the following:

- 1. Project status related to the Work Plan;
- 2. Deliverable status;

Exhibit E Implementation Services

Initial All Pages:

Contractor's Initials



Exhibit E

Page 11 of 43

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT E
IMPLEMENTATION SERVICES**

3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, Sophus Consulting shall provide the State with information or reports regarding the Project. Sophus Consulting shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. STATE-OWNED DOCUMENTS AND DATA

Sophus Consulting shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Sophus Consulting shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents must be provided in electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

Sophus Consulting and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Sophus Consulting and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Sophus Consulting's cost structure and profit factors shall be excluded from the

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT E
IMPLEMENTATION SERVICES**

State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

Sophus Consulting shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and Sophus Consulting shall maintain records pertaining to the Services and all other costs and expenditures. Sophus Consulting shall provide the State with the following services set forth in Contract Exhibit A.

5. IMPLEMENTATION STRATEGY

5.1 Key Components

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

5.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan,

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT E
IMPLEMENTATION SERVICES**

communication approaches, Project standards and procedures finalized, and team training initiated.

1.2.1 Project Infrastructure

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure.

1.2.2 Implementation

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

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

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

1.2.3 Change Management and Training

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

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF JUSTICE
 PROLAW CASE MANAGEMENT SYSTEM UPGRADE
 CONTRACT 2015-047
 EXHIBIT E
 IMPLEMENTATION SERVICES

6. IMPLEMENTATION METHODOLOGY

The Sophus framework for case management system implementations entails a phased approach that incorporates the realities of government organizational structures with the principles of formal project management methodologies found in the PMBOK and Prince2 Project Management Process

The process will entail a straightforward project management framework that takes into account many of the tasks typically completed during the project initiation phase have been completed in order to develop the Request for Proposal (RFP). This includes the Project Charter, which defines several components of the project, including the objectives and the scope. The Charter should be used as the guiding framework to maintain the scope and timelines of the CMS implementation. A formal change control process for tasks outside of the original project scope will be implemented.

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



Phase	Activity	Purpose	Highlights	Outputs
Planning	Planning Kick-off Meeting	The objective of this activity is to review the approved Project Charter, set expectations, and articulate any risks that are likely to occur and dispel any doubts that the team may have.	Guidelines for project execution and expectations from the project team are articulated. Project timelines, Project approach, risks, assumptions, and constraints are discussed.	Meeting ground rules document Minutes of the kick-off meeting

Exhibit E Implementation Services

Initial All Pages:

aw

Contractor's Initials

Exhibit E

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT E
IMPLEMENTATION SERVICES**

Phase	Activity	Purpose	Highlights	Outputs
Planning	Work Plan Work Breakdown Structure	The objective of this activity is to decompose the project into activities, sub-tasks, and work packages. This allows the Project Manager to estimate the duration of the project, determine the required resources and schedule the work.	The project work is decomposed into smaller components to give better management control.	Work Breakdown structure
Planning	Work Plan - Schedule Development	The objective of this activity is to document the various tasks that need to be executed during the project duration, to assign responsibility for each of the tasks, and to establish timelines for the tasks. It also establishes dependencies between various tasks. This will ensure that the project can be completed on time.	Resources are assigned to tasks. Once the overall schedule is set, the Project Manager is responsible for closely monitoring progress.	Work Plan
Planning	Communications Management Plan	The objective of this activity is make sure that team members and stakeholders are kept informed of all project activities.	Target groups for different types of communication are defined. The frequency, format, and results of the communication are defined.	Communication Plan
Planning	Issue Management Plan	The objective of this activity is to ensure that issues are identified, evaluated, and assigned for resolution. This process brings visibility to issues, accountability as to how they are acted upon, and their timely resolution.	An issue management process is defined. Roles and responsibilities are assigned. An issue log is documented and tracked.	Issue Management Plan, Issues log

Exhibit E Implementation Services
Initial All Pages:
Contractor's Initials 

Exhibit E

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT E
IMPLEMENTATION SERVICES

Phase	Activity	Purpose	Highlights	Outputs
Planning	Project Training Plan	The objective of this activity is to document the training requirements for all project stakeholders including project and end-users.	Training plan will cover application functionality, testing methodology, basic project management, and issue documentation with troubleshooting steps.	Project Training Plan
Planning	Project Resource Plan	The objective of this activity is to document how many resources will be needed during the various phases of the project and how they will be acquired, to examine if any of the resources need training and if so, to ensure that they receive the required training.	The type and amount of resources needed are determined. Training needs are identified and planned for.	Project Resource Plan
Planning	IT Readiness Plan	The objective of this activity is to document all of technical related tasks needing completion prior to commencing the upgrade process.	Documentation of all IT related project predecessors.	IT Readiness Plan
Planning	Operational Transfer Plan and Upgrade Checklist	The objective of this activity is to lay down the pre-requisites of rolling out an application. This is to ensure the smooth transition from the "project" to the "going live" stage.	Roles and responsibilities for the upgrade process are identified. Dependencies that exist are identified.	Operational Transfer Plan and Detailed Checklist for v9 to ProLaw 2014 upgrade
Planning	Integrated Project Plan	The objective of this activity is to ensure that the various elements of the project are properly documented with clear predecessor/successor relations, durations, assigned resources and milestone dates.	Plan is published and disseminated to stakeholders and other staff beyond project team.	Integrated Project Plan

Exhibit E Implementation Services
Initial All Pages: 
Contractor's Initials

Exhibit E

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT E
IMPLEMENTATION SERVICES

Phase	Activity	Purpose	Highlights	Outputs
Planning	Team Assignment	The objective of this activity is to ensure that individuals with the required skills are officially assigned to the project, and to ensure adequate resources in the Work Plan.	The Project Manager resolves conflict between resource availability and the Work Plan. Work packages are defined, assigned and any questions regarding work packages are discussed.	Team Assignments Fine Tuned Work Plan
Planning	Phase Change - Gain approval for plan	The objective of this activity is to ensure that management approves the transition of a project across its various phases and that there is awareness that the project is moving forward.	Management analyzes status reports, and in conjunction with the Project Manager makes a decision on whether the project should move to the next phase.	Approval or rejection
Launch	Launch Kick-off Meeting	The objective of this activity is to ensure that the department is aware that the planning phase is complete and that the project is moving forward.	The Project Manager will inform the project team and other units of the ground rules for the project, the working style, the communication plan and the escalation process for conflict resolution.	Minutes of the meeting
Launch	Team Readiness	The objective of this activity is to ensure that individuals assigned to a project are provided the requisite training in order to perform the job and that key goals and responsibilities are identified for the team members at the start of the project.	Training needs identified need to be met. Team members identify key development and skill set goals at the start of the project.	Key goals and skill sets for each team member.
Manage	Project Plan Execution			

Exhibit E Implementation Services
Initial All Pages: 
Contractor's Initials *AW*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT E
IMPLEMENTATION SERVICES

Phase	Activity	Purpose	Highlights	Outputs
Manage	Performance Tracking & Reporting	The objective of this process is to ensure that the team is making satisfactory progress toward the project goals.	Team meetings can be held so that information can be exchanged. The Project Manager monitors, at least weekly, progress to plan on key elements. The status of the project is reported to the relevant stakeholders.	Status Reports, Tracked Project Schedule
Manage	Schedule Control	The objective of this activity is to ensure that tasks are executed as per Work Plan so that the deadline for the project can be met. If the schedule cannot be met, the relevant stakeholders need to be informed.	The Project Manager is responsible for tracking the various tasks in a project. Tracking is done by exchanging task status information with team members and then incorporating the latest status information into the project Work Plan. If the any task, schedule or resource information has been changed, the Project Manager needs to communicate the revised Work Plan to the project team.	Tracked Work Plan

Exhibit E Implementation Services
Initial All Pages:
Contractor's Initials 

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT E
IMPLEMENTATION SERVICES

Phase	Activity	Purpose	Highlights	Outputs
Manage	Change Control	The objective of this activity is to ensure that all changes to scope are documented and authorized by the relevant stakeholders.	Any change to scope has to be communicated to the Project Manager. The Project Manager ensures that the Change Request Form has been filled out. The Project Manager analyzes the change request. The Project Manager and established governance may approve or deny a change request.	Approved or denied Change Request Form
Manage	Quality Assurance & Control	The objective of this activity is to ensure that the project team meets the project requirements and that all requisite quality criteria are met.	This process comprises project reviews, product reviews, code reviews, testing, and any other process that the Project Manager might think necessary.	Review reports, Bug reports Thomson Project Meetings
Manage	Information Distribution	The objective of this activity is to ensure that all appropriate parties are kept informed.	All relevant information needs to be communicated to the appropriate parties at the right time and in the appropriate format.	Status reports, Minutes of meetings
Manage	Phase Change - Gain approval to move to production	The objective of this activity is to ensure that management approves the transition of a project across its various phases	Senior management analyzes status reports and the communication with the Stakeholder Committee, and in conjunction with the Project Manager makes a decision on whether the project should move to the next phase.	Approved or rejected

Exhibit E Implementation Services

Initial All Pages:

Contractor's Initials 

Exhibit E

Page 20 of 43

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT E
IMPLEMENTATION SERVICES

Phase	Activity	Purpose	Highlights	Outputs
Closing	Transition to Production	The objective of this activity is to ensure that the Operational Transfer Plan is carried out after the required checks are done.	It ensures that all planned testing is carried out, all customer requirements are met and that the application is fully operational.	Summary Report, Customer Sign-off
Closing	After Action Review/Wrap-up Meeting	The objective of this activity is to ensure that the Project team discusses the project after the project has been executed so that Lessons Learned are captured and issues are analyzed.	The Project Manager calls this meeting. The Project Manager and the team members discuss the project experience including problems faced during project execution. Solutions to such problems are suggested and discussed. Lessons Learned are discussed.	Minutes
Closing	Lessons Learned	The objective of this activity is to ensure that the Lessons Learned during the project are documented and incorporated in the knowledge base for future use.	The Project Manager develops this "Lessons Learned" document with the help of the project team. This document is deposited in the knowledge base.	Lessons Learned Document

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT E
IMPLEMENTATION SERVICES

Phase	Activity	Purpose	Highlights	Outputs
Closing	Administrative Closure	The objective of this activity is to ensure that the Project is approved, accepted and closed.	The Project Manager ensures that the project is approved and accepted by the relevant stakeholders. All documentation and records are reviewed, organized and archived. Backups are taken. Resources are released and the project is closed.	

Exhibit E Implementation Services

Initial All Pages:



Contractor's Initials

Exhibit E

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT F
TESTING SERVICES

EXHIBIT F – TESTING SERVICES

Unit Testing	<p>Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment.</p> <p>The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.</p>
System Integration Testing	<p>a.) Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment.</p> <p>b.) Emphasizes end-to-end business processes and the flow of information across applications (IF APPROPRIATE). It includes all key business processes and interfaces' being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.</p> <p>c.) The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Vendor supplied Software Solution.</p>
Conversion Validation Testing	<p>The Conversion Validation Testing should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy data performs correctly and that all data migrated is intact.</p>

Exhibit F – Testing Services
Initial All Pages: *aw*
Contractor's Initials

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT F
TESTING SERVICES

Installation Testing	Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.
User Acceptance Testing (UAT)	<p>The User Acceptance Test verifies System functionality against predefined Acceptance criteria and expected outcomes that support the successful execution of approved business processes.</p> <p>a.) The Vendor's Project Manager must certify in writing, that the Vendor's own staff have successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.</p> <p>b.) The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities</p> <p>c.) UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.</p>

Exhibit F – Testing Services
Initial All Pages: 
Contractor's Initials

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
 CONTRACT 2015-047
EXHIBIT F
TESTING SERVICES

Security Review and Testing	<p>All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include Penetration Tests (pen test) and code analysis and Review.</p>														
	<table border="1"> <thead> <tr> <th>Service Component</th> <th>Defines the set of capabilities that:</th> </tr> </thead> <tbody> <tr> <td>Identification and Authentication</td> <td>Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users</td> </tr> <tr> <td>Access Control</td> <td>Supports the management of permissions for logging onto a computer or network</td> </tr> <tr> <td>Verification</td> <td>Supports the confirmation of authority to enter a computer system, application or network</td> </tr> <tr> <td>User Management</td> <td>Supports the administration of computer, application and network accounts within an organization.</td> </tr> <tr> <td>Role/Privilege Management</td> <td>Supports the granting of abilities to users or groups of users of a computer, application or network</td> </tr> <tr> <td>Audit Trail Capture and Analysis</td> <td>Supports the identification and monitoring of activities within an application or system</td> </tr> </tbody> </table> <p>Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party Penetration Tests (pen test) and code analysis and review.</p>	Service Component	Defines the set of capabilities that:	Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	Access Control	Supports the management of permissions for logging onto a computer or network	Verification	Supports the confirmation of authority to enter a computer system, application or network	User Management	Supports the administration of computer, application and network accounts within an organization.	Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network	Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Service Component	Defines the set of capabilities that:														
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users														
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Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system														

Exhibit F – Testing Services

Initial All Pages:

Contractor's Initials AM

Exhibit F

Page 25 of 43

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT F
TESTING SERVICES**

	<p>Prior to the System being moved into production Sophus shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).</p>
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Exhibit F – Testing Services
Initial All Pages: all
Contractor's Initials

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

NOT APPLICABLE

Exhibit G – Maintenance and Support Services

Initial All Pages:

Contractor's Initials aw

Exhibit G

Page 27 of 43

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT H
VENDOR RESPONSES

NOT APPLICABLE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT I
WORK PLAN**

Sophus Consulting's Project Manager and the State Project manager shall finalize the Work Plan within 30 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with Sophus Consulting's plan to implement the ProLaw case management software. Continued development and management of the Work Plan is a joint effort on the part of Sophus Consulting and State Project Managers.

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

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

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Sophus Consulting shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The Sophus Consulting Team shall perform this Project at State facilities at no cost to Sophus Consulting.
- The Sophus Consulting Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- The Sophus Consulting Team shall honor all holidays observed by Sophus Consulting or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the Sophus Consulting Team, including PCs, phones, Virtual Private Network (VPN) access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the Sophus Consulting Team and shall be available when the Project begins.

Exhibit I Work Plan

Initial All Pages:

Contractor's initials:



Exhibit I

Page 29 of 43

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT I
WORK PLAN**

C. Project Management

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

D. Technical Environment and Management

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

- The State shall provide the hardware and operating system to host the Project's development and production instances. Hardware and operating system environments must be sized to support a minimum of six (6) instances of the applications (instances include: configuration, development, system/integration testing, Acceptance Testing, training, and production). All instances shall be installed on similar hardware configurations and operating system.
- The State's hardware operating environment and supporting software shall meet Sophus Consulting requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- Sophus Consulting team shall implement them most recent and accepted production version of the ProLaw application, currently ProLaw 2014.1.
- Sophus Consulting will lead an effort, including the State of New Hampshire Operations Team, to identify the hardware requirements for the development, test and production environments. The State of New Hampshire shall satisfy those hardware requirements prior to Sophus Consulting and State of New Hampshire teams building of the environment.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

E. Conversions

- The Sophus Consulting Team's proposal is based on the assumption that Sophus will be responsible for the data conversions with assistance from the DoIT technical team. The Sophus Consulting Team shall lead the State with the mapping of the legacy Data to the ProLaw application.
- Additionally, the Sophus Consulting Team shall:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT I
WORK PLAN**

1. Provide the State with ProLaw application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Sophus Consulting Team shall identify and modify the APIs the State should use in the design and development of the conversion.
2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
3. Lead the review of functional and technical Specifications.
4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

F. Project Schedule

- Deployment is planned to begin on December 15, 2014 with a planned go-live date of June 1, 2015.

G. Reporting

- Sophus Consulting shall conduct bi-weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

H. User Training and Change Management

- The Sophus Consulting Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

2. I. ROLES AND RESPONSIBILITIES

A. Sophus Consulting Team Roles and Responsibilities

1) Sophus Consulting Team Project Executive

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

2) Sophus Consulting Team Project Manager

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

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;

Exhibit I Work Plan

Initial All Pages:

Contractor's initials:

aw

Exhibit I

Page 31 of 43

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT I
WORK PLAN**

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

3) Sophus Consulting Team Analysis

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

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

4) Sophus Consulting Team Tasks

The Sophus Consulting team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT I
WORK PLAN**

B. State Roles and Responsibilities

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

1) State Project Manager

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

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

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

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT I
WORK PLAN**

3) State Technical Lead and Architect

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

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

4) State Application DBA (DoIT)

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

- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with Sophus Consulting to finalize machine, site, and production configuration;
- Work with Sophus Consulting to finalize logical and physical database configuration;
- Work with Sophus Consulting to install the ProLaw tools, and related software for the development and training environment;
- Work with the Sophus Consulting to clone additional application instances as needed by the application teams;
- Work with Sophus Consulting to upgrade the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with the Sophus Consulting and the Application teams to establish and manage an instance management plan throughout the Project;
- Work with Sophus Consulting to establish and execute backup and recovery procedures throughout the Project;
- Manage Operating System adjustments and System Maintenance to maintain system configurations and Specifications;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT I
WORK PLAN**

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

5) State Network Administrator (DoIT)

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

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

6) State Testing Administrator

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

- Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT J
SOFTWARE LICENSE AND RELATED TERMS**

NOT APPLICABLE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

1. WARRANTIES

1.3 Non-Infringement

Sophus Consulting warrants that it has good title to, or the right to allow the State to use, all Services and materials provided under this Contract, and that such Services and materials do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.4 Viruses; Destructive Programming

Not applicable

1.5 Compatibility

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

1.6 Services

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

1.7 Personnel

Sophus Consulting 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT L
TRAINING SERVICES**

Sophus Consulting shall provide the following Training Services.

A. TRAINING

All training will be offered either on-site in New Hampshire or by an agreed upon remote option such as GotoTraining and shall be available for all trainers. Following the provision of classes, access to on-line course materials shall be likewise be provided through an online training library to the extent that it is available.

1. Delivery Method -Instructor-Led Class Training

This method helps build the in-depth knowledge and hands-on experience the State’s employees will need to succeed in their job role with Sophus Consulting. From in-class demonstrations led by experienced Sophus Consulting instructors, to realistic hands-on labs, Instructor-Led in Class courses provide a dynamic learning environment.

This instruction is targeted to train the group of Users defined as the Project Team, Users from Departments and selected Subject Matter Experts (SMEs).

2. Project Team Developed Training

a. Sophus Consulting and the State agree to an end user training approach to meet training objectives, including:

- 1) developing “in house” experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs); and
- 2) leveraging statewide access to computers and the Web by accessing On-line courses whenever possible to lessen time away from the job and reduce travel costs for those who are spread across the State.

b. Key activities of the approach are highlighted below:

User Training Approach	Role and Responsibility	
	Sophus Consulting Team	State of NH
Develop Training Plan	Lead the development and Implementation of the Training Plan. Provide guidance, coaching, materials, and tools.	Assist in the development and Implementation of the Training Plan.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT L
TRAINING SERVICES**

User Training Approach	Role and Responsibility	
	Sophus Consulting Team	State of NH
Develop Curriculum	Analyze skill requirements.	Assist to analyze skill requirements.
	Detail roles, course content, and estimated course length.	Assist to detail roles, course content, and estimated length.
Produce Training Materials and End-User Documentation	Lead the development of materials and Documentation to include: Sophus Consulting providing baseline Documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.
	Sophus Consulting and the State will together Conduct Train-the-Trainers for the State's Central Support Group through Implementation. Sophus Consulting will assist in the first train the trainer class for each topic.	Attend Train-the-Trainers training. Train additional State End Users.
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for Implementation.	Conduct training needs assessment for post go-live.
Evaluate Training Effectiveness		

c. Key User Training Approach Activities

1) Identify State End Users

The Sophus Consulting Team shall lead the State in identifying and categorizing its end users:

User Category 1—Power User Training: Power Users are those employees who frequently use the system. Training shall consist of a series of courses based on job functions, on business processes specific to job roles, and associated transactions. The training strategy shall be organized around the State's business processes and detailed transactions that support these processes.

User Category 2—Casual User Training: Casual Users shall access the system for inquiries or report viewing on an occasional basis. Their courses shall focus on the end-to-end business process instruction and structured inquiry exercises.

User Category 3—Specialty Users: Specialty Users include functional and technical analysts. They shall be trained on the software on the basis of assignments, and may include navigation

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT L
TRAINING SERVICES**

training and module overview/orientation courseware, functional (modules/business process) training, and configuration.

- 2) Develop Training Plan** The Sophus Consulting Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State DOJ Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the Project lifecycle. The Plan is intended to 1) reinforce knowledge comprehension across the State by employing a train-the-trainer approach, 2) train employees on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4) offer training Solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and 5) implement a blended training delivery Solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

The Training Plan shall address the specific curriculum for each user category and provide support for the design, development, and deployment of training for each user category. It shall also provide a blueprint for the State's Team to manage its resources, activities, and timeline throughout the course of the initiative.

- 3) Develop Training Curriculum** Sophus Consulting shall develop a recommended training curriculum for the State of New Hampshire End Users.
- 4) Produce Training Materials and End-User Documentation.** The Sophus Consulting team shall lead the efforts to produce the training materials and end-user Documentation.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT M
AGENCY RFP WITH ADDENDA, BY REFERENCE**

NOT APPLICABLE

Exhibit M – Agency RFP With Addenda, by reference

Initial All Pages:

Contractor's initials: aw

Exhibit M

Page 41 of 43

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE**

NOT APPLICABLE

Exhibit N – Vendor Proposal, by reference

Initial All Pages:

Contractor's initials: aw

Exhibit N

Page 42 of 43

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
PROLAW CASE MANAGEMENT SYSTEM UPGRADE
CONTRACT 2015-047
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

Attached are:

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

Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials am

Exhibit O

Page 43 of 43



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Steven J. Kelleher
Acting Commissioner

October 29, 2014

Michael K. Brown
Senior Assistant Attorney General
Department of Justice
33 Capitol Street
Concord, NH 03301

Dear Attorney Brown:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into Contract 2015-047 DOJ Case Management System Upgrade with Sophos Consulting of Las Vegas, NV, as described below and referenced as DoIT No. 2015-047.

This is a request for approval to enter a contract with Sophos Consulting for upgrading the agency's case management system by installing ProLaw version 2014, cleaning, updating, and migrating the ProLaw database, redesigning forms, and integrating ProLaw software with the Department's network architecture and critical software. The contract will be effective upon Governor and Executive Council approval, through June 30, 2015. The amount of this contract is \$300,000.00.

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

Sincerely,


Steven J. Kelleher

PCH/lm
RFP 2015-047

cc: Rebecca Bolton, DoIT
Leslie Mason, DoIT

**CERTIFICATE OF CORPORATE RESOLUTION
AUTHORIZING TO SIGN**

I, ANGELO WHITFIELD, President of SOPHUS CONSULTING, organized and existing under the laws of CALIFORNIA and having its principal place of business at 2795 E. BIDWELL STREET, 100-166, FOLSOM, CA 95630, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at a meeting convened and held on SEPTEMBER 30, 2014 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

RESOLVED: That the Corporation approves the PROLAW UPGRADE PROJECT as was or will be submitted to the NEW HAMPSHIRE DEPARTMENT OF JUSTICE;

RESOLVED: That the PRESIDENT of the Corporation is hereby authorized to sign on behalf of the Corporation any contracts or forms for the PROLAW UPGRADE PROJECT;

RESOLVED FURTHER: That the PRESIDENT is hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the charter and by-laws of the Corporation.

I further certify that this Corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

DIRECTORS

<i>Angelo M. Whitfield</i>		<i>9/29/2014</i>
President		Date
<i>Angelo M. Whitfield</i>		<i>9/29/2014</i>
Secretary		Date
<i>Angelo M. Whitfield</i>		<i>9/29/2014</i>
Treasurer		Date

Witness my hand seal of this corporation on this 29TH day of SEPTEMBER, 2014.



Hiscox Insurance Company Inc.

Policy Number: UDC-1470606-CGL-14
Named Insured: Sophus Consulting
Endorsement Number: 18
Endorsement Effective: October 29, 2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
The New Hampshire Department of Justice 33 Capitol Street Concord,NH 03301
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Endorsement 4

NAMED INSURED: Sophus Consulting

E5000.1 Additional Insured

Page 1 of 1

In consideration of the premium charged, it is understood and agreed that the Policy is amended as follows:

1. In Clause VI. **DEFINITIONS**, paragraph V., "'You' or 'Your'," is amended to include the following at the end thereof:

You or **Your** shall also include the below listed "**ADDITIONAL INSURED(S)**," but only for the **Wrongful Acts** of those contemplated in paragraphs 1., 2. or 3. of the definition of "'You' or 'Your'":

ADDITIONAL INSURED(S)

The New Hampshire Department of Justice 33 Capital Street Concord, NH 03301

All other terms and conditions remain unchanged.

Endorsement effective: October 29, 2014 Policy No.: UDC-1470606-EO-14
Endorsement No: 4



By : Carl Bach
(Appointed Representative)

DPL E5000 CW (01/10)

VAUGHT WRIGHT & BOND INC/PHS
PO BOX 33015
SAN ANTONIO TX 78265

New Hampshire Department of Justice
33 Capitol Street
Concord NH 03301



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2014

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

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

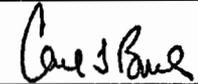
PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURED Sophus Consulting 2795 E. Bidwell St Suite 100-166 FOLSOM CA 95630	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc NAIC # 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N		UDC-1470606-EO-14	07/07/2014	07/07/2015	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER The New Hampshire Department of Justice 33 Capital Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2014

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

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

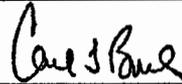
PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Sophus Consulting 2795 E. Bidwell St Suite 100-166 FOLSOM CA 95630	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N		UDC-1470606-CGL-14	07/07/2014	07/07/2015	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER The New Hampshire Department of Justice 33 Capital Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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 Sophus Consulting doing business in New Hampshire as Sophus Consulting, Inc., a(n) California corporation, is authorized to transact business in New Hampshire and qualified on November 8, 2010. 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 29th day of October, A.D. 2014

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

William M. Gardner
Secretary of State