148

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

November 21, 2023

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

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police to amend the **sole source** contract with CI Technologies, Inc. (VC# 271151-P001), St. Augustine, FL 32084, in an amount of $9,738.48, increasing the total contract amount from $81,101.27 to $90,839.75 and extending the end date from December 31, 2023 to June 30, 2025 for the provision of an Internal Affairs Case Management and Tracking System. The original contract was approved on April 6, 2016 Item #65 and amended on February 19, 2020 Item #71. Effective upon Governor and Council approval through June 30, 2025. Funding source 100% Federal Funds.

Funding is available in the SFY2024 and SFY 2025 operating budget with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	SFY2024	SFY2025
02-23-23-234010-40170000 Dept. of Safety – Div. of State Police – Federal Forfeiture Program 038-500177 Technology-Software – Software License/Maint. Main	$6,385.89	$3,352.59
	TOTAL	$9,738.48

EXPLANATION

This **sole source** contract amendment allows for the continued provision of the Internal Affairs Case Management and Tracking System while the division investigates the feasibility of integrating this system with the Computer Aided Dispatch/Record Management System.

The Internal Affairs Case Management and Tracking system allows the New Hampshire State Police to process "Use of Force", "Pursuit", and other reports while tracking related data within a single system.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

State of New Hampshire
Department of Safety CI Technologies, Inc. Contract
Contract #2015-052
Contract Amendment C

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2015-052, on April 6, 2016, Item # 65, as amended by Contract Amendment A, on February 19, 2020, Item #71, and as amended by Amendment B on November 22, 2021, Item #105. (herein after referred to as the "Agreement"), CI Technologies, Inc. agreed to supply support services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety (hereinafter referred to as the "Department") of certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to increase the contract price by $9,738.48 to bring the total contract price from $81,101.27 to $90,839.75 and wishes to extend the contract completion date to June 30, 2025.

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

Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the Contract Agreement – General Provisions by extending the Completion Date from December 31, 2023 to June 30, 2025.

2. Amend Section 1.8 of the Contract Agreement - General Provisions by increasing the Price Limitation from $81,101.27 to $90,839.75.

3. Amend Section 1.4 of the Payment Schedule of the Agreement by increasing the Price Limitation from $81,101.27 to $90,839.75. Replace Table 1.4 as follows:

Table 1.4 Contract 2015-052 – DOS Internal Affairs Case Management

Contract and Amendment Number	Amendment Type	End Date	Contract Amount
2015-052	Original Contract	2/28/2020	$59,461.00
2015-052 Amendment A	Amendment to Extend Date and Increase Funding	12/31/2021	$9,476.67
2015-052 Amendment B	Amendment to Extend Date and Increase Funding	12/31/2023	$12,163.60

State of New Hampshire
Department of Safety CI Technologies, Inc. Contract
Contract #2015-052
Contract Amendment C

2015-052 Amendment C	Amendment to Extend Date and Increase Funding	6/30/2025	$9,738.48
	Contract Total		$90,839.75

IN WITNESS WHEREOF, the parties set their hands as of the day and year written below.

Timothy Conner, Vice President

On NOV. 7, 2023 personally appeared before me Timothy Conner, whose identity I verified on the basis of Drivers License, to be the signer of the above and he acknowledged that he signed it. Executed the foregoing instrument for the purposes therein contained.
IN WITNESS THEREOF, I hereunto set my hand and official seal.

Notary Public

Name and Title of Notary Public

JOHN J. CIFRINO NOTARY PUBLIC MY COMMISSION EXPIRES 5/1/2027 STATE OF NEW HAMPSHIRE

My Commission expires:

Amy L. Newbury, Director of Administration
N.H. Department of Safety

Approved by the Attorney General this 29th day of November, 2023.

Assistant Attorney General

Approved by the Governor and Council _____

Deputy Secretary of State

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

Denis Goulet
Commissioner

October 17, 2023

Robert L. Quinn, Commissioner
Department of Safety
State of New Hampshire
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with CI Technologies, Inc., as described below and referenced as DoIT No. 2015-052C.

The purpose of this request is for the continued provision of an Internal Affairs Case Management and Tracking System.

The Total Price Limitation will increase by $9,738.48 for a New Total Price Limitation of $90,839.75, effective upon Governor and Council through June 30, 2025.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2015-052C

cc: Ron Reed, IT Manager

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CI TECHNOLOGY, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on February 09, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **738742**
Certificate Number: **0006343433**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of November A.D. 2023.

David M. Scanlan
Secretary of State

UNANIMOUS WRITTEN CONSENT

OF

THE MANAGERS

OF

CI TECHNOLOGY, LLC

Effective as of March 10, 2023

The undersigned, being all of the Managers (the "Managers") of CI Technology, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company"), do hereby consent, pursuant to the Delaware Limited Liability Company Act (the "Act") and the Company Agreement of the Company, dated as of February 24, 2023 (the "LLCA"), to the adoption of the resolutions set forth herein and that such action be taken without a meeting pursuant to the Act and the LLCA.

WHEREAS, the Managers have determined that it is advisable and in the best interests of the Company to appoint the officers listed below.

Appointment of Officers

NOW, THEREFORE, BE IT RESOLVED, that the Managers hereby appoint the following persons as officers of the Company (the "Authorized Officers"), to hold such office until the earlier of such Authorized Officer's resignation, removal or death:

Warren Loomis	President and Chief Executive Officer;
Anthony Carty	Chief Financial Officer;
Terri Rosales	Secretary and Treasurer; and
Tim Conner	Vice President; and be it further

Miscellaneous

RESOLVED, that each Authorized Officer is hereby authorized, empowered and directed, acting alone, to effect these resolutions and the transactions contemplated hereby by executing and delivering all agreements, instruments, certificates and documents deemed by such Authorized Officer to be necessary, advisable or desirable in connection with the matters set forth herein and such other agreements, instruments, certificates or documents in connection with the transactions described herein as the Authorized Officer executing and delivering the same deems necessary, advisable or desirable; and be it further

RESOLVED, that each Authorized Officer is hereby authorized, empowered and directed, acting alone, to sign, execute, certify to, verify, acknowledge, deliver, accept, file and record any and all such agreements, instruments, certificates and documents and to take or cause

to be taken any and all such actions that, in such appropriate capacity as an Authorized Officer, such Authorized Officer, in his sole discretion, deems necessary or desirable in order to effect the purposes of the foregoing resolutions, and any such Authorized Officer's signature or actions taken by any such Authorized Officer shall be conclusive evidence that such Authorized Officer did deem the same to meet such standards; and be it further

RESOLVED, that any and all action taken by any Authorized Officer prior to the date hereof and effecting the purposes of the foregoing resolutions is hereby ratified, approved, confirmed and adopted in all respects.

IN WITNESS WHEREOF, this Unanimous Written Consent has been executed as of the date first written above and will be deemed effective upon execution of the undersigned Managers of CI Technology, LLC.

MANAGERS

MATTHEW MCDONALD

JOSEPH OBERHOLTZER

WARREN LOOMIS

IN WITNESS WHEREOF, this Unanimous Written Consent has been executed as of the date first written above and will be deemed effective upon execution of the undersigned Managers of CI Technology, LLC.

MANAGERS

_____
MATTHEW MCDONALD

Joseph Oberholtzer
_____
JOSEPH OBERHOLTZER

_____
WARREN LOOMIS

DocuSign Envelope ID: 51CFB99F-7BC7-4708-BDA7-87613A1E3218

IN WITNESS WHEREOF, this Unanimous Written Consent has been executed as of the date first written above and will be deemed effective upon execution of the undersigned Managers of CI Technology, LLC.

MANAGERS

_____
MATTHEW MCDONALD

_____
JOSEPH OBERHOLTZER

DocuSigned by:
Warren Loomis
0458A471D7714C1...
WARREN LOOMIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/15/2023

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

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

PRODUCER
Brown & Brown of Florida, Inc.
10151 Deerwood Park Blvd
Bldg 100, Ste 100
Jacksonville FL 32256

CONTACT NAME: Jolene Bullock
PHONE (A/C, No, Ext): (904) 565-1952 FAX (A/C, No): (904) 565-2440
E-MAIL ADDRESS: Jolene.Bullock@bbrown.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers Property Casualty Company of America	25674
INSURER B :	The Travelers Indemnity Company of Connecticut	25682
INSURER C :	The Phoenix Insurance Company	25623
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
CI Technology, LLC
PO Box 57
Amherst NH 03031

COVERAGES CERTIFICATE NUMBER: 2023 Liab & WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZLP-51M42335-23-I5	10/01/2023	10/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-6N187961-23-I5-G	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-0L613731-23-I5	10/01/2023	10/01/2024	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-5J316796-23-I5-G	10/01/2023	10/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Cyber & Professional Liability Retro Date-10/01/2005			ZPL-13T10732-23-I5	10/01/2023	10/01/2024	Cyber-Occ & Agg Limit Professional Liab Limit	$5,000,000 $5,000,000

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

CERTIFICATE HOLDER

NH Department of Safety
33 Hazen Drive
Concord NH 03305

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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SP-FO-09-2021-01

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

ROBERT L. QUINN
COMMISSIONER

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

October 25, 2021

G&C #105
11/22/2021

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

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police to exercise a two-year renewal option of the contract with CI Technologies, Inc. (VC# 271151-P001), 65 Seaside Capers Rd, St. Augustine, FL 32084, for the continued provision of an Internal Affairs Case Management and Tracking System, in an amount not to exceed $12,163.60, increasing the total contract amount from $68,937.67 to $81,101.27, and by extending the end date from December 31, 2021 to December 31, 2023, effective upon Governor and Council approval. The original contract was approved by Governor and Council on April 6, 2016, item #65 and amended on February 19, 2020, item #71. Funding source 100% Federal Funds.

Funding is available in the SFY2022 operating budget and contingent upon availability and continued appropriations in SFY 2023 and SFY2024 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234010-40170000 Dept. of Safety – Div. of State Police – Federal Forfeiture Program
038-500177 Technology-Software – Software License/Maint. Main

SFY2022	SFY2023	SFY2024	TOTAL
$3,040.90	$6,081.80	$3,040.90	$12,163.60

EXPLANATION

This contract renewal allows for the continued provision of the Internal Affairs Case Management and Tracking System. This system allows the State Police to process "Use of Force", "Pursuit", and other reports while tracking related data within a single system. This system also provides notifications when a Division member has been involved in a predetermined number of incidents so that members can be monitored.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

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

Denis Goulet
Commissioner

September 3, 2021

Robert L. Quinn
Commissioner of Safety
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with CI Technologies Inc. (Vendor #271151) of Jacksonville, FL as described below and referenced as DoIT No. 2015-052B.

> The purpose of this request is to amend an existing contract with CI Technologies for the provision of an Internal Affairs Case Management and Tracking System. This system takes the place of a "paper" system, which is inefficient and time-consuming. It allows State Police to process "Use of Force", "Pursuit", and other reports while tracking related data within a single system.
>
> The funding amount for this amendment is not to exceed $12,163.60, increasing the current contract from $68,937.67 to $81,101.27, and extending the completion date from December 31, 2021 to December 31, 2023. This amendment shall become effective upon the Governor and Executive Council approval through December 31, 2023.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2015-052B
RID: N/A
cc: Ronald Reed, IT Manager, DoIT

State of New Hampshire
Department of Safety CI Technologies, Inc. Contract
Contract #2015-052
Contract Amendment B

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2015-052, on April 6, 2016, Item # 65, as amended by Contract Amendment A, on February 19, 2020, Item #71 (herein after referred to as the "Agreement"), CI Technologies, Inc. agreed to supply support services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety (hereinafter referred to as the "Department") of certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to increase the contract price by $12,163.60 to bring the total contract price from $68,937.67 to $81,101.27 and wishes to extend the contract completion date to December 31, 2023.

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

Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the Contract Agreement – General Provisions by extending the Completion Date from December 31, 2021 to December 31, 2023.

2. Amend Section 1.8 of the Contract Agreement - General Provisions by increasing the Price Limitation from $68,937.67 to $81,101.27.

3. Amend Section 1.4 of the Payment Schedule of the Agreement by increasing the Price Limitation from $68,937.67 to $81,101.27. Replace Table 1.4 as follows:

Table 1.4 Contract 2015-052 – DOS Internal Affairs Case Management

Contract and Amendment Number	Amendment Type	End Date	Contract Amount
2015-052	Original Contract	2/28/2020	$59,461.00
2015-052 Amendment A	Amendment to Extend Date and Increase Funding	12/31/2021	$ 9,476.67
2015-052 Amendment B	Amendment to Extend Date and Increase Funding	12/31/2023	$12,163.60
	Contract Total		$81,101.27

State of New Hampshire
Department of Safety CI Technologies, Inc. Contract
Contract #2015-052
Contract Amendment B

IN WITNESS WHEREOF, the parties set their hands as of the day and year written below.

Timothy Conner, Vice President

On September 15, 2021 personally appeared before me Timothy Conner, whose identity I verified on the basis of driver license, to be the signer of the above and he acknowledged that he signed it.
Executed the foregoing instrument for the purposes therein contained.
IN WITNESS THEREOF, I hereunto set my hand and official seal.

Notary Public

Diana Abdalla
Name and Title of Notary Public

DIANA ABDALLA
Notary Public - New Hampshire
My Commission Expires August 2, 2022

My Commission expires: August 2, 2022

Steven R. Lavoie, Director of Administration
N.H. Department of Safety

Approved by the Attorney General this 5th day of November, 2021.

Assistant Attorney General

Approved by the Governor and Council _____ _____

Deputy Secretary of State

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 CI TECHNOLOGIES, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on February 09, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **738742**

Certificate Number: **0005440930**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of September A.D. 2021.

William M. Gardner
Secretary of State

State of New Hampshire
Department of Safety CI Technologies, Inc. Contract
Contract #2015-052
Contract Amendment B

IN WITNESS WHEREOF, the parties set their hands as of the day and year written below.

Timothy J. Conner

Timothy Conner, Vice President

On September 15, 2021 personally appeared before me Timothy Conner, whose identity I verified on the basis of driver license, to be the signer of the above and he acknowledged that he signed it. Executed the foregoing instrument for the purposes therein contained.
IN WITNESS THEREOF, I hereunto set my hand and official seal.

Notary Public

Diana Abdalla

Name and Title of Notary Public

DIANA ABDALLA
Notary Public - New Hampshire
My Commission Expires August 2, 2022

My Commission expires: August 2, 2022

Steven R. Lavoie, Director of Administration
N.H. Department of Safety

Approved by the Attorney General this _____ day of _____, 2021.

Assistant Attorney General

Approved by the Governor and Council _____

Deputy Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/09/2021

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

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

PRODUCER
Brown & Brown of Florida, Inc.
10151 Deerwood Park Blvd
Bldg 100, Ste 100
Jacksonville FL 32256

CONTACT NAME: Cristina Mester
PHONE (A/C, No, Ext): (904) 565-1952 FAX (A/C, No): (904) 565-2440
E-MAIL ADDRESS: cmester@bbjax.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers Property Casualty Company of America	25674
INSURER B :	The Travelers Indemnity Company of Connecticut	25682
INSURER C :	The Phoenix Insurance Company	25623
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
CI Technologies, Inc.
PO Box 534
Townsend MA 01469

COVERAGES **CERTIFICATE NUMBER:** 21-22 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZLP-51M42335-21-I5	10/01/2021	10/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Empl Benefits Ea Act	$ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-6N187961-21-I5-G	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-0L613731-21-I5	10/01/2021	10/01/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-5J316796-21-I5-G	10/01/2021	10/01/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Cyber Liability Retro Date 10/01/2005			ZPL-13T10732-21-I5	10/01/2021	10/01/2022	Policy Aggregate Limit Breach Response	$5,000,000 $1,000,000

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

CERTIFICATE HOLDER

NH Department of Safety
33 Hazen Drive
Concord NH 03305

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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SP-FO-10-2019-02

State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER OF SAFETY

RQH197791

January 13, 2020

GC#71
02-19-2020

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

Requested Action

Authorize the Department of Safety, Division of State Police to exercise the first two-year renewal options of the contract with CI Technologies, Inc. (VC# 271151-P001), P. O. Box 551700, Jacksonville, FL 32255-1700, in an amount not to exceed $9,476.67, increasing the total contract amount from $59,461.00 to $68,937.67 and by extending the end date from February 28, 2020 to a new end date of December 31, 2021 for the provision of an Internal Affairs Case Management and Tracking System. Effective upon Governor and Council approval through December 31, 2021 with the option to renew at the sole option of the State for one more additional two-year term. Funding source 100% Federal Funds.

Funding is available in the SFY 2020/2021 operating budget and contingent upon availability and continued appropriations in SFY 2022 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234010-40170000 Dept. of Safety – Div. of State Police – Federal Forfeiture Program
038-500177 Technology-Software – Software License/Maint. Main

SFY 2020	SFY 2021	SFY 2022	TOTAL
$491.67	$5,990.00	$2,995.00	$9,476.67

Explanation

This contract renewal allows for the continued provision of the Internal Affairs Case Management and Tracking System. This system allows the State Police to process "Use of Force", "Pursuit", and other reports while tracking related data within a single system. This system also provides notifications when a Division member has been involved in a predetermined number of incidents so that members can be monitored.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

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

Denis Goulet
Commissioner

November 19, 2019

Robert L. Quinn
Commissioner of Safety
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with CI Technologies Inc., (Vendor #271151) of Jacksonville, FL and described below and referenced as DoIT No. 2015-052A.

The purpose of this request is to amend a contract agreement with CI Technologies Inc., for the continued provision of an Internal Affairs Case Management and Tracking System.

The funding amount for this amendment is $9,476.67, increasing the current contract from $59,461.00 to $68,937.67, and by extending the completion date to December 31, 2021 from the original completion date of February 28, 2020, effective upon Governor and Executive Council approval through December 31, 2021.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2015-052A
cc: Ronald Reed, IT Manager, DoIT

State of New Hampshire
Department of Safety CI Technologies, Inc. Contract
Contract #2015-052
Contract Amendment A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2015-052, on April 6, 2016, Item # 65 (herein after referred to as the "Agreement"), CI Technologies, Inc. agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to increase the contract price by $9,476.67 to bring the total contract price from $59,461.00 to $68,937.67.

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

Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the Contract Agreement – General Provisions by extending the Completion Date from February 28, 2020 to December 31, 2021.

2. Amend Section 1.8 of the Contract Agreement - General Provisions by increasing the Price Limitation from $59,461.00 to $68,937.67.

3. Amend Section 1.4 of the Payment Schedule of the Agreement by increasing the Price Limitation from $59,461.00 to $68,937.67. Replace Table 1.4 as follows:

Table 1.4 Contract 2015-052 – DOS Internal Affairs Case Management

Contract and Amendment Number	Amendment Type	End Date	Contract Amount
2015-052	Original Contract	2/28/2020	$59,461.00
2015-052 Amendment A	Amendment to Extend Date and Increase Funding	2/28/2022	$ 9,476.67
	Contract Total		$68, 937.67

Scanned with CamScanner

State of New Hampshire
Department of Safety CI Technologies, Inc. Contract
Contract #2015-052
Contract Amendment A

IN WITNESS WHEREOF, the parties set their hands as of the day and year written below.

Timothy Conner, Vice President

On January 13th, 2019 personally appeared before me
TIMOTHY J. CONNER, whose identity I verified on the basis of
NHDL Lic. 16325017, to be the signer of the above and he acknowledged that he signed it.
Executed the foregoing instrument for the purposes therein contained.
IN WITNESS THEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission expires: 9-11-2026

KAREN L. HERR
Name and Title of Notary Public

Karen L. Herr
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
September 11, 2026

Steven R. Lavoie, Director of Administration
N.H. Department of Safety

Approved by the Attorney General this 3rd day of February, 2019.

Assistant Attorney General

Approved by the Governor and Council _____

Deputy Secretary of State

Scanned with CamScanner

CERTIFICATE OF VOTE
(Corporation With Seal)

I, Michael Blumberg, do hereby represent and certify that:

(1) I am President of CI Technologies, Inc. an S corporation (the "Corporation").

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4)The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on January 4, 2016, which meeting was duly held in accordance with Florida law and the bylaws of the Corporation.

(5) The signature of Timothy Conner, Vice President of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as President of the Corporation and have affixed its corporate seal this 14th day of January, 2020.

Michael Blumberg - President

(SEAL)

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 CI TECHNOLOGIES, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on February 09, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 738742
Certificate Number: 0004763955

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of January A.D. 2020.

William M. Gardner
Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/14/2020

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

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

PRODUCER
Brown & Brown of Florida, Inc.
10151 Deerwood Park Blvd
Bldg 100, Ste 100
Jacksonville FL 32256

CONTACT NAME:
PHONE (A/C, No, Ext): (904) 565-1952 FAX (A/C, No): (904) 565-2440
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers Property Casualty Company of America	25674
INSURER B :	The Travelers Indemnity Company of Connecticut	25682
INSURER C :	The Phoenix Insurance Company	25623
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
CI Technologies, Inc.
PO Box 534
Townsend MA 01469

COVERAGES CERTIFICATE NUMBER: 2019-2020 Liability 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			ZLP-51M42335-19-I5	10/01/2019	10/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits Agg	$ 3,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-6N187961-19-I5-G	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-0L613731-19-I5	10/01/2019	10/01/2020	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-5J316796-19-I5-G	10/01/2019	10/01/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability Third-Party Liability			ZPL-13T10732-19-I5	10/01/2019	10/01/2020	Aggregate Limit	$5,000,000

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

CERTIFICATE HOLDER

NH Department of Safety
33 Hazen Drive
Concord NH 03305

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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SP-FO-02-2016-01

State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

RQ#164080

March 8, 2016

GC#65
04-06-2016

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

Requested Action

Authorize the Department of Safety, Division of State Police to enter into a contract with CI Technologies, Inc. (VC# 271151-P001), P. O. Box 551700, Jacksonville, FL 32255-1700, in the amount of $59,461.00 for the provision of an Internal Affairs Case Management and Tracking System. Effective upon Governor and Council approval through February 28, 2020, with the option to renew at the sole option of the State for two (2) additional two (2) year terms. Funding source 100% Federal Funds.

Funding is available in the SFY 2016/2017 operating budget and contingent upon availability and continued appropriations in SFY 2018, SFY 2019, and SFY 2020 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234010-40170000 Dept. of Safety – Div. of State Police – Federal Forfeiture Program
030-500312 Equipment New/Replacement – Computer Software-Major

SFY 2016	SFY 2017	SFY 2018	SFY 2019	SFY 2020	TOTAL
$35,500.00	$5,900.00	$5,990.00	$5,990.00	$6,081.00	$59,461.00

Explanation

This contract is for the provision of an Internal Affairs Case Management and Tracking System. This system will take the place of the current "paper" system, which is inefficient and time-consuming. It will allow the State Police to process "Use of Force", "Pursuit", and other reports while tracking related data within a single system. Once the system is set up, it will also provide notification when a Division member has been involved in a predetermined number of incidents so that members can be monitored. A Request for Proposal was posted on the Administrative Services website March 27, 2015 through May 21, 2015. CI Technologies, Inc. submitted the sole proposal.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

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

Denis Goulet
Commissioner

February 22, 2016

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with CI Technologies, Inc. as described below and referenced as DoIT No. 2015-052.

The purpose of this contract is to provide an Internal Affairs Case Management and Tracking System. This system will take the place of the current "paper" system, which is inefficient and time consuming. It will allow State Police to process Use of Force, Pursuit and other reports while tracking related data within a single system. Once set up, it will also provide notification when a Division member has been involved in a predetermined number of incidents so that members can be monitored. The contract value is not to exceed $59,461, effective upon Governor and Council approval through February 28, 2020.

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

Sincerely,

Denis Goulet

DG/dcp
DOIT 2015-052

cc: David Perry, DoIT Contracts Manager
Bart Bronson

2015-052 Internal Affairs Case Tracking

Company	Company Address	Proposed Software Solution 300 Points Max	Technical, Service and PM Experience 150 Pts max	Company Qualifications 150 Points Max	Staffing Qualifications 50 Points Max	Solution Cost	Solution Cost Points 350 Pts Max	TOTAL 1000 Pts Max
IA Pro	Address 1	259.7	131.5	135.0	42.0	$ 59,461	350.00	918.2
							Max Points	918.2

	Cost Scoring for RFP 2015-052	
	Max Points	350
	IA Pro	
tory Deliverables	Cost	Cost Score
Total Cost F-1 (One time)	59461.00	
Score		350.00
Sum	$ 59,461.00	
Lowest Cost	59,461.00	

RFP 2015-052 INTERNAL AFFAIRS CASE TRACKING - SCORING
IA Pro

	Maximum Point Score		1000.0							
	Scoring Topic from RFP	Sub Max	Information Source	Scott	Bart	Paul	John	Mike	Weighting	Sub Total
	Rank each vendor Scoring Topic on a scale of 0 to 10. 0=no points, 1-3= below average, 4-7=degrees of average, 8-10 = Exceptional. The source of the information in the Vendor Proposal is listed under "Information Source".									
Proposed Software Solution	Solution Design Architect	300								
	Software Architecture		P IV Topic 1	8	8	8	8	8	45	
	Software Releases		P IV Topic 2	9	8	9	9	9	50	
	Ad Hoc / Fed Reporting		P IV Topic 3	9	9	9	9	9	25	
	User Friendliness and Usability		P IV Topic 4 & Vend Pres	9	9	9	9	9	100	
	IT Standards		P IV Topic 5	8	8	8	8	8	40	
	Efficiency of Use		Vendor Pres	9	8	9	9	9	40	
	Solution Score			261.50	252.50	261.50	261.50	261.50	300	259.70
	Technical, Services, Proj Management	150								
D-2.1 Protection of data	System Security	35	P IV Topic 6	8	8	8	8	8	15	
	Backup and Recovery		P IV Topic 7	8	8	8	8	8	5	
	Assurance of Bus Cont		P IV Topic 8	8	8	8	8	8	5	
	Archiving		P IV Topic 9	8	8	8	8	8	10	35
D-2.2 State Personnel and Training	Prep of State Staff	29	P IV Topic 10	9	9	9	9	9	10	
	User Training Approach		P IV Topic 11	9	9	9	9	9	10	
	Tech Knowledge Transfer		P IV Topic 12	9	9	9	9	9	9	29
D-2.3 Project Execution	Implementation Approach	20	P IV Topic 13	9	9	9	9	9	10	
	Testing		P IV Topic 14	9	9	9	9	9	5	
	Environment Setup		P IV Topic 15	9	9	9	9	9	5	20
D-2.4 Project Mgmt Competence	Sys Acceptance Criteria	41	P IV Topic 16	9	9	9	9	9	4	
	Status Meetings and Reports		P IV Topic 17	9	9	9	9	9	3	
	Risk and Issue Management		P IV Topic 18	9	9	9	9	9	3	
	Scope Control		P IV Topic 19	9	9	9	9	9	3	
	Quality Assurance Approach		P IV Topic 20	9	9	9	9	9	4	
	C-2 Testing		P III C-2 Tab 4	9	9	9	9	9	10	
	C-2 Project Management		P III C-2 Tab 7	9	9	9	9	9	4	
	Work Plan		P IV Topic 21	9	9	9	9	9	10	41
D-2.5 Ongoing Operations	Hosted System (if app)	25	P IV Topic 22						0	
	Help Desk Support		P IV Topic 23	9	9	9	9	9	10	
	Support and Maintenance		P IV Topic 24	9	9	9	9	9	10	
	C-2 Hosting Requirements		P III C-2 Tab 5						0	
	C-2 Support and Maintenance		P III C-2 Tab 6	9	9	9	9	9	5	25
	T, S and PM Score			131.50	131.50	131.50	131.50	131.50	150	131.50
	Company	150								
Vendor Company	Time In Business		Prop Sec V	9	9	9	9	9	30	
	Experience with Product		Prop Sec V	10	10	10	10	10	30	
	Bench & Support Structure		Prop Sec V	8	8	8	8	8	30	
	References		Prop Sec V	10	10	10	10	10	30	
	Litigation / Financial		Prop Sec V	8	8	8	8	8	30	
	Company Score			135.00	135.00	135.00	135.00	135.00	150	135.00
	Vendor Staff Score	50								
Vendor Staff	Staff Training		Prop Sec VI	8	8	8	8	8	10	
	Staff Certifications		Prop Sec VI	8	8	8	8	8	10	
	Use of State Staff		Prop Sec VI	8	8	8	8	8	10	
	Staff Experience with Product		Prop Sec VI	9	9	9	9	9	10	
	Composition of Vendor Team		Prop Sec VI	9	9	9	9	9	10	

FORM NUMBER P-37 (version 5/8/15)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Safety		1.2 State Agency Address 33 Hazen Drive Concord NH, 03301	
1.3 Contractor Name CI Technologies, Inc.		1.4 Contractor Address PO Box 534 Townsend, MA 01469-0534	
1.5 Contractor Phone Number 800 620-8504	1.6 Account Number 010-40170000	1.7 Completion Date February 28, 2020	1.8 Price Limitation $ 59,461
1.9 Contracting Officer for State Agency Kyra Leonard		1.10 State Agency Telephone Number 603) 223-8020	
1.11 Contractor Signature Timothy J. Conner		1.12 Name and Title of Contractor Signatory Timothy Conner - Vice President CI Technologies, Inc.	

1.13 Acknowledgement: State of MASS. , County of Middlesex

On Nov. 20, 2016 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Jodi Linda Faucher

JODI LINDA FAUCHER
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 26, 2021

1.13.2 Name and Title of Notary or Justice of the Peace

Jodi Linda Faucher

1.14 State Agency Signature Date: 3/14/16	1.15 Name and Title of State Agency Signatory Steve R. Lavoie, Director of Administration

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 3/17/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials TJC
Date 1/19/2016

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

Contractor Initials TJK
Date 1/19/2016

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
INTERNAL AFFAIRS CASE MANAGEMENT AND TRACKING
DOS - RFP 2015-052
CONTRACT AGREEMENT – GENERAL PROVISIONS

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
INTERNAL AFFAIRS CASE MANAGEMENT AND TRACKING
DOS - RFP 2015-052
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
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 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 *under the Contract*
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	The documentation consisting of both the P-37Agreement, Contract Agreement - IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
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: *Contract Management)*
Contract Price	The total, not to exceed amount to be paid by the State to the CI Technologies for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
CI Technologies	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.
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 Software
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
Data Breach	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted non-public data
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written*

	Documentation - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance 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 transformation 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
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 including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
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 CI Technologies 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 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
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
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
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	The COTS Software provided under this Contract and any Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract,

	any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301 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 RSA Chapter 91-A
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 1st through June 30th of the following calendar year
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).
SubCI Technologies	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.
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 CI Technologies 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
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department Department of Safety ("State"), and CI Technologies, Inc., a Florida Corporation, ("CI Technologies"), having its principal place of business at 65 Seaside Capers Road, St Augustine Florida

The IAPRO solution allows for the efficient management of cases and incidents specific to the responsibilities of the Professional Standards Unit of the Division of State Police. This includes the

ability to capture specific types and forms of data including case number, case timeline, nature of complaints, involved parties as well as other data specified in the requirements. The solution allows for the submission of all pertinent reporting documentation as well as any collateral documention (i.e. photographs, PDFs, videos, etc.).

RECITALS

The State desires to have CI Technologies provide an Internal Affairs Case Management and Tracking system, and associated Services for the State;

CI Technologies wishes to provde an Internal Affairs Case Management and Tracking system.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2015-051) is comprised of the following documents:

A. Part 1 - Form P-37 General Provision
B. Part 2 - Information Technology Provisions
C. Part 3 - Exhibits
   - Exhibit A- Contract Deliverables
   - Exhibit B- Price and Payment Schedule
   - Exhibit C- Special Provisions
   - Exhibit D- Administrative Services
   - Exhibit E- Implementation Services
   - Exhibit F- Testing Services
   - Exhibit G- Maintenance and Support Services
   - Exhibit H- Requirements
   - Exhibit I- Work Plan
   - Exhibit J- Software License and Related Terms
   - Exhibit K- Warranty and Warranty Services
   - Exhibit L- Training Services
   - Exhibit M- Agency RFP with Addendums, by reference
   - Exhibit N- The Vendor Proposal, by reference
   - 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, Form P-37 – Part 1
b. State of New Hampshire Contract Agreement 2015-052 (Part 2 & 3)
c. State of New Hampshire, DOS RFP 2015-051. with addenda.
d. Vendor Proposal response to RFP 2015-051 dated May 21, 2015

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 February 28, 2020. The Term may be extended up to 2 (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.

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

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

Time is of the essence in the performance of CI Technologies's obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

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

3.2 NON-EXCLUSIVE CONTRACT

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

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both CI Technologies and State personnel. CI Technologies shall provide all necessary resources to

perform its obligations under the Contract. CI Technologies shall be responsible for managing the Project to its successful completion.

4.1 THE CI TECHNOLOGIES'S CONTRACT MANAGER

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

Timothy Conner
Vice President
PO Box 534
Townsend, Ma. 01469-0534
Tel: 978.597.2131
Email: tconner@ci-technologies.com

4.2 THE VENDOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

CI Technologies shall assign a Project Manager who meets the requirements of the Contract. CI Technologies'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 CI Technologies Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of CI Technologies'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 CI Technologies 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 CI Technologies's representative for all administrative and management matters. CI Technologies's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. CI Technologies'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. CI Technologies's Project Manager must work diligently and use his/her best efforts on the Project.

4.2.3 CI Technologies shall not change its assignment of CI Technologies Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of CI Technologies's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than CI Technologies 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. CI Technologies shall assign a replacement CI Technologies Project

Manager within ten (10) business days of the departure of the prior CI Technologies Project Manager, and CI Technologies shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim CI Technologies 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 CI Technologies in default and pursue its remedies at law and in equity, if CI Technologies fails to assign a CI Technologies Project Manager meeting the requirements and terms of the Contract.

4.2.5 CI Technologies Project Manager is:
Jerri Kelly
Team Lead Sales and Marketing
1062 W. 58th Lane
Ferndale, WA 98248
Tel: 800.620.8504 x711
Email: jkelly@ci-technologies.com

4.3 CI Technologies KEY PROJECT STAFF

4.3.1 CI Technologies 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.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on CI Technologies Key Project Staff. The State reserves the right to require removal or reassignment of CI Technologies'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 CI Technologies shall not change any CI Technologies Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of CI Technologies Key Project Staff will not be unreasonably withheld. The replacement CI Technologies Key Project Staff shall have comparable or greater skills than CI Technologies 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 CI Technologies in default and to pursue its remedies at law and in equity, if CI Technologies fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with CI Technologies's replacement Project staff.

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:

Kyra Leonard
Administrator VI
33 Hazen Drive
Concord, NH 03301
Tel (603) 223-8021
kyra.leonard@dos.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 vendors working on the project;
c. Managing significant issues and risks;
d. Reviewing and accepting Contract Deliverables;
e. Invoice sign-offs;
f. Review and approval of change proposals;
g. Managing stakeholders' concerns.

The State Project Manager is:

Bart Bronson
DOIT Department of Safety IT Lead
33 Hazen Drive
Concord, NH 03301
Tel: (603) 230-3019
Email: Bart.bronson@doit.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 CI Technologies Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: *Use of State's Information, Confidentiality.*

5. DELIVERABLES

5.1 CI TECHNOLOGIES RESPONSIBILITIES

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

CI Technologies may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. CI Technologies must submit all information and documentation relating to the SubCI Technologies, including terms and conditions consistent with this Contract. The State will consider CI Technologies 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

CI Technologies 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 Services.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

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

5.4 SOFTWARE AND DELIVERABLES REVIEW AND ACCEPTANCE

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

6. SOFTWARE

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

7. SERVICES

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

7.1 ADMINISTRATIVE SERVICES

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

7.2 IMPLEMENTATION SERVICES

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

7.3 TESTING SERVICES

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

7.4 TRAINING SERVICES

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

7.5 MAINTENANCE AND SUPPORT SERVICES

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

7.6 WARRANTY SERVICES

CI Technologies shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty Services.

8. WORK PLAN DELIVERABLE

CI Technologies shall provide the State with a Work Plan that shall include the tasks to be completed for the installation, training, and production deployment of IAPro.

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 CI Technologies' receipt of a Change Order, CI Technologies shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

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

10.2 STATE'S DATA AND PROPERTY

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

10.3 CI TECHNOLOGIES'S MATERIALS

In accordance with the provision of this Contract, CI Technologies shall not distribute any products containing or disclose any State Confidential Information. CI Technologies 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 CI Technologies employees or third party consultants engaged by CI Technologies.

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.

10.4 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.

10.5 CUSTOM SOFTWARE SOURCE CODE

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

10.6 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, CI Technologies 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).* CI Technologies shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for CI Technologies's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

CI Technologies shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to CI Technologies 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. CI Technologies shall immediately notify the State if any request, subpoena or other legal process is served upon CI Technologies regarding the State Confidential Information, and CI Technologies 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, CI Technologies 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 CI TECHNOLOGIES CONFIDENTIAL INFORMATION

Insofar as CI Technologies seeks to maintain the confidentiality of its confidential or proprietary information, CI Technologies must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that CI Technologies considers the Software, Database Schema and Documentation to be Confidential Information. CI Technologies 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 CI Technologies as confidential, the State shall notify CI Technologies and specify the date the State will be releasing the requested information. At the request of the State, CI Technologies shall cooperate and assist the State with the collection and review of CI Technologies's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be CI Technologies's sole responsibility and at CI Technologies's sole expense. If CI Technologies fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to CI Technologies, without any liability to CI Technologies.

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 CI Technologies shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

12.2 CI Technologies

Subject to applicable laws and regulations, in no event shall CI Technologies be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and CI Technologies's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to CI Technologies'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. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

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

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

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

a. Unless otherwise provided in the Contract, the State shall provide CI Technologies 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 CI Technologies fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving CI Technologies 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 CI Technologies 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 CI Technologies

during the period from the date of such notice until such time as the State determines that CI Technologies has cured the Event of Default shall never be paid to CI Technologies.

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 CI Technologies shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

13.2 TERMINATION FOR CONVENIENCE

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

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

13.3 TERMINATION FOR CONFLICT OF INTEREST

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

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted

payments that would have become due and payable if CI Technologies 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 CI Technologies, the State shall be entitled to pursue the same remedies against CI Technologies as it could pursue in the event of a default of the Contract by CI Technologies.

13.4 TERMINATION PROCEDURE

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

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, CI Technologies shall:

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

b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of CI Technologies 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 CI Technologies has surrendered to the State all said property.

f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

15.2 CI Technologies shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, SubCI Technologiess, 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 CI Technologies of any of its obligations under the Contract nor affect any remedies available to the State against CI Technologies that may arise from any event of default of the provisions of the contract. The State shall consider CI Technologies to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CI Technologies	STATE	CUMULATIVE ALLOTTED

			TIME
Primary	Jerri Kelly Team Lead Sales	Scott Gilbert State Project Manager (PM)	5 Business Days
First Level	Timothy Conner Vice President	Director Elizabeth Bielecki Steven R. Lavoie	10 Business Days
Second Level	Michael Blumberg President	John J. Barthlemes, Commissioner	15 Business Days

Initial TJC
Date 3/11/2016

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

17. REQUIRED WORK PROCEDURES

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

17.1 COMPUTER USE

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), CI Technologies 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 CI Technologies access or attempt to access any information without having the express authority to do so.

c. That at no time shall CI Technologies 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 CI Technologies 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 CI Technologies. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e. That if CI Technologies 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.

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

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

17.4 REGULATORY GOVERNMENT APPROVALS
CI Technologies shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

18. GENERAL PROVISIONS

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

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

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

18.4 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 14: Termination which shall all survive the termination of the Contract.

18.5 FORCE MAJEURE

Neither CI Technologies 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 CI Technologies's inability to hire or provide personnel needed for CI Technologies's performance under the Contract.

18.6 NOTICES

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

TO CI TECHNOLOGIES
TIMOTHY CONNER
PO BOX 534
TOWNSEND, MA 01469
TEL: (978) 597-2131
TCONNOR@CI-TECHNNOLOGIES.COM

TO STATE OF NEW HAMPSHIRE:
DEPARTMENT OF SAFETY
KYRA LEONARD
33 HAZEN DRIVE
CONCORD, NH 03301
TEL (603) 223-8021
KYRA LEONARD@DOS.NH.GOV

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
INTERNAL AFFAIRS CASE MANAGEMENT
CONTRACT 2015-052
EXHIBIT A
DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Project Overview
The general scope of the project is to implement IAPro at the State. IAPro is a COTS application developed by CI Technologies, Inc. and used by over 600 police agencies in four countries at this time. IAPro is developed for use by the Professional Standards/Internal Affairs Unit of the agency and has an optional component, BlueTeam, that is deployed for field level reporting. The scope of this project will be to implement IAPro and BlueTeam for use by the State.

General Project Assumptions

1. Prior to the commencement of work on Non-Software and Written Deliverables, CI Technologies, Inc. shall provide an implementation plan outlining the steps and deliverables for installation, training and deployment of IAPro at the State.

2. CI Technologies, Inc. shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Exhibit H Requirements. CI Technologies, Inc. shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

3. 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

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type
1	Project Management Plan	Written
2	Initiation Phase (Conduct Kick Off)	Non-Software
3	Unmodified Software Package Delivery	Software
4	Deployment Plan (High Level)	Written

STATE OF NEW HAMPSHIRE
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DELIVERABLES

5	Comprehensive Training Plan, Materials and Curriculum	Written
6	End User Support Plan	Written
7	Software Configured to satisfy State Requirements	Software
8	Licensed Software Upgrades	Software
9	Conduct Training	Non-Software
10	System Acceptance	Written
11	Completion Warranty	Non-Software
12	Project Close Out	Non-Software
		TOTAL

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
INTERNAL AFFAIRS CASE MANAGEMENT
CONTRACT 2015-052
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 Firm Fixed Price 59,461.00 Initial TJC Date 3/11/2016

This is a Firm Fixed Price (FFP) Contract totaling $ ~~59,552~~ for the period between the Effective Date through February 28, 2020. CI Technologies shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow CI Technologies to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 1.1: Deliverables

Reference Number	Activity, Deliverable, or Milestone	Projected Delivery Date Effective date plus (working days)	Price
1	Project Management Plan	Effective date plus 5	Included
2	Initiation Phase (Conduct Kick Off)	Effective date plus 5	Included
3	Unmodified Software Package Delivery	Effective date plus 5 IAPro Blue Team	See Table 1.5
4	Deployment Plan (High Level)	Effective date plus 5	Included
5	Comprehensive Training Plan, Materials and Curriculum	Effective date plus 30	Included
6	End User Support Plan	Effective date plus 5	Included
7	Software Configured to satisfy State Requirements	Effective date plus 40 to 43	Included
8	Licensed Software Upgrades	Effective date plus 80	Included
9	Conduct Training	IAPro August Effective date plus 40 to 43 BlueTeam Effective date plus 85 to 86	$5,400
10	System Acceptance	Effective date plus 80	Included
11	Completion Warranty	Effective date plus 170	$600
12	Project Close Out	Effective date plus 170	Included
		TOTAL	$6,000

STATE OF NEW HAMPSHIRE
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PRICE AND PAYMENT SCHEDULE

1.2 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table 1.2: Future Vendor Rates Hourly Worksheet

Position Title	SFY 2015	SFY 2016	SFY 2017	SFY 2018
Project Manager	$150	$150	$150	$150
Training Onsite	$225	$225	$225	$225
Migration Specialist	$150	$150	$150	$150

1.3 Software Licensing, Maintenance, and Support Pricing Worksheet

Pricing must reflect the payment of maintenance through the Contract end date. Price estimate should reflect the most optimistic implementation date. Actual payments may differ from the estimate if project start date slips or if implementation takes longer as this will cause a shorter maintenance period.

Table 1.3: Software Licensing, Maintenance, and Support Pricing Worksheet

Software Name	Initial Cost	Maintenance, Support and Upgrades				Total
		Year 1*	Year 2	Year 3	Year 4	Year 5
IAPro	$15,000	$0	$3,000	$3,060	$3,060	$3,121
Blue Team (Optional Addit Item)	$7,500	$0	$1,500	$1,530	$1,530	$1,560
HR Integration (Optional Addit Item)	$7,000	$0	$1,400	$1,400	$1,400	$1,400
Totals	$29,500		$5,900	$5,990	$5,990	$6,081
Grand Total						$53,461

* Maintenance Year 1 Included in Purchase

1.4 Summary

Table 1.4: Summary

Position Title	SFY 2016	SFY 2017	SFY 2018	SFY 2019	SFY 2020	Totals
Table 1.1 Deliverables	$6,000					$6,000

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Table 1.4 Software Licensing, Maintenance and Support	$29,500	$5,900	$5,990	$5,990	$6,081	$53,461
Totals	$35,500					$59,461

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $59,461 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to CI Technologies for all fees and expenses, of whatever nature, incurred by CI Technologies 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

CI Technologies 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. CI Technologies 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:
Scott Gilbert
NH Department of Safety
33 Hazen Drive
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
CI Technologies, Inc.
PO Box 534
Townsend, Ma. 01469-0534

5. OVERPAYMENTS TO CI Technologies, Inc.CI Technologies, Inc.

CI Technologies, Inc.CI Technologies, Inc. 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 CI Technologies, Inc.'s invoices with appropriate information attached.

7. PROJECT HOLDBACK

CI Technologies, Inc. will invoice the state for the total amount of the project after the installation and on-site training of IAPro has been completed.

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EXHIBIT C
SPECIAL PROVISIONS

There are no Special Provisions.

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EXHIBIT D
ADMINISTRATIVE SERVICES

1. **TRAVEL EXPENSES**
   The CI Technologies, Inc. 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**
   The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

3. **ACCESS/COOPERATION**
   As applicable, and subject to the applicable laws and regulations, the State will provide CI Technologies, Inc. with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

4. **STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**
   CI Technologies, Inc. shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this RFP. Upon expiration or termination of the Contract with the State, CI Technologies, Inc. shall turn over all State-owned documents, material, reports, and work in progress relating to this RFP to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

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

   CI Technologies, Inc. and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. CI Technologies, Inc. and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters

regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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. CI Technologies, Inc. shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to CI Technologies, Inc.'s cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6. ACCOUNTING REQUIREMENTS

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

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EXHIBIT E
IMPLEMENTATION SERVICES

1. STATE MEETINGS AND REPORTS

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

CI Technologies, Inc. key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

a. **Kickoff Meeting:** Participants will include the State and CI Technologies, Inc. Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

b. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

CI Technologies, Inc. shall provide the following Products and Services described in this Exhibit F, including but not limited to:

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EXHIBIT F
TESTING SERVICES

1. TESTING AND ACCEPTANCE

CI Technologies, Inc. will assist the state with testing the IAPro and BlueTeam applications after they have been implemented at the state. This testing is to insure that the applications are functioning properly after installation and are ready for production use. Since IAPro and BlueTeam are off the shelf products, no additional testing will be performed by CI Technologies, Inc.

1.1 User Acceptance Testing (UAT)

UAT begins upon completion of the Software Installation as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

CI Technologies, Inc.'s Project Manager must certify in writing, that the CI Technologies, Inc. staff has successfully executed all prerequisite testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

1.2 Security Review and Testing

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. 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. CI Technologies must provide certification that application vulnerability scanning is performed and vulnerabilities have been corrected, at least annually and prior to every major release.

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
Verification	Supports the confirmation of authority to enter a computer system, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system

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.

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE AND SUPPORT

Provision of product upgrades

Major and minor upgrades are obtainable by customers from the IAPro web-site customer support area. Minor upgrades are released roughly quarterly, and major ones are release roughly annually.

Provision of documentation

Documentation including user manual, system administrator manual and upgrade manual are obtainable by customers from the IAPro web-site customer support area located at www.iapro.com

Provision of technical and end user support

While the annual maintenance agreement is in-effect, CI Technologies will provide technical and end user support to the State as follows:

Availability: Via our 1-800 number and personal cell phones during normal working hours. Also, e-mail for lower priority issues. CI typically makes itself available after working hours if a high priority problem is pending.

Two hours is our typical response time to medium and high priority calls. CI typically responds to call or e-mails related to training or usage issues within 24 hours.

The following escalation procedures will be employed to insure an appropriate response to any interruption of service in order to minimize downtime. Problems are addressed quickly during the hours of 8:00am and 6:00pm EST Monday through Friday excluding Holidays and weekends.

General problem reporting and resolution procedures

When a problem is encountered during regular business hours, the following steps will be preformed:

The agency user will ideally first contact the IAPro designated coordinator of their agency. This will probably be a person in either the IA or IT areas who is most familiar with IAPro.

(Please note: Users are also welcome to call CI Technologies directly, but including the IAPro designated coordinator in problem resolution is desired.)

If the problem seems to require assistance from CI Technologies, they will be contacted at this point. Otherwise, the agency's IAPro designated coordinator will attempt to correct the

problems. The IAPro designated coordinator will verify network connects, resolve printer problems and any desktop issues associated with using IAPro.

If internal resources are unable to determine the cause of the failure, the IAPro designated coordinator will contact CI Technologies. CI technologies will be notified through E-Mail and via phone.

CI Technologies resources will work with the agency to diagnose the problem. After investigating the issue, CI Technologies and the agency will jointly categorize the problem into:

Type of Problem	Ownership
Server Hardware Problem	IT
Desktop Hardware Problem	IT
Network Communication	IT
Isolated Workstation Issue	IT
Database Performance/storage	CI Technologies
Application or software related	CI Technologies

Problem Definition and Priority:

The following table provides a list of the types of problems that can be experienced. CI Technologies is responsible for (but not limited to):

Description of Problem	Category	Priority
All services unavailable: (City Wide) The system is unavailable. Cases cannot be processed.	Showstopper	High
Efficiency/Performance/Throughput: System is functional but does not match the performance criteria.	Showstopper	High
System not performing as specified: Functions are not executing correctly and are stopping cases from being processed. No workaround available.	Showstopper	High
User Error: Problem reported by user that was a result of user error or misunderstanding. Isolated workstation failure.	Training Issue/Questions	Low
Enhancement: System does not perform the	Enhancement - These will be added to	Low

Description of Problem	Category	Priority
required functionality. Functionality was not within requirements.	the enhancement list and addressed with CI Technologies as needed.	
System not performing as specified (workaround available). An error is experienced but the problem can be worked around.	Workaround Available Complex workaround Decrease system's efficiency/performance / throughput Decreases user/department's efficiency in completing tasks	Medium
	Workaround available Easy to implement workaround. No impact on system performance No impact on user/department's efficiency	Low

Support Restore Requirements

The following table provides a guideline for restoration times in case of a problem:

Priority	Restore Time
High	Response within 2 hours of contact. Resolution within 6 hours from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail. If feasible, CI Technologies will provide after hours support into the evening or during early morning hours.
Med	Resolution within 2 business days from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail to the entire list.
Low	No resolution time designated. Added to enhancement list or addressed through updates to user documentation.

Future releases are supported in the above manner as long as the annual maintenance agreement is in-effect.

2. SUPPORT OBLIGATIONS AND TERM

2.1 CI Technologies, Inc. shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

2.2 CI Technologies, Inc. shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

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

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

2.5 If CI Technologies, Inc. fails to correct a Deficiency within the allotted period of time stated above, CI Technologies, Inc. shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return CI Technologies, Inc.'s product and receive a refund for all amounts paid to CI Technologies, Inc., including but not limited to, applicable license fees, within ninety (90) days of notification to CI Technologies, Inc. of the State's refund request

32.6 If CI Technologies, Inc. fails to correct a Deficiency within the allotted period of time stated above, CI Technologies, Inc. shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 14.

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EXHIBIT H
REQUIREMENTS

Exhibit H documents the Project Requirements pertinent to the contract. These requirements are listed in Attachment 1 to Exhibit H Reqirements.

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EXHIBIT J
SOFTWARE LICENSE

Statement of Work

CI will work with the Agency's IT in advance to get IAPro installed for production use, as well as a separate "training version" of IAPro for training use.

One Software application will be installed, IAPro – Windows client application. Databases used by IAPro will be installed. Our preferred database engine is SQLServer 2005 or 2012.

Support for a more proactive approach

Important Note

The purchase of the IAPro system does not include hardware, OS licensing or SQL Server licensing. Most agencies that purchase IAPro have an existing server with existing Microsoft SQL Server licensing. IAPro can be installed on theState's existing hardware and within the States existing SQL Server instance.

Schedule

Month One- Conference call planning session with CI Technologies staff, Internal Affairs Staff, and IT Staff to plan implementation and training schedule.

Month One– We'd like to receive an extract of the States officers/employees, preferably in MS Excel, CSV or Access format. See the relevant section below for data elements. This pre-load of officer/employee data will enable the unit to get started with IAPro without having to enter officer/employee information.

Month Two – Installation of server databases and production workstations. We will work via phone with a designated IT person to install IAPro, so that when the trainer arrives to conduct training and system configuration, he can focus on those activities. MS SQLServer 2005 to 2012 is the preferred IAPro database engine.

Month Two – CI will also assist the State in installing the training version of IAPro onto the training room workstations. Please note this is a separate installation from the database and production workstations.

Month Three- On-site training for IAPro. A computer-equipped training room is the preferred facility to train in with each trainee having their own training computer.

IAPro Installation

IAPro installation takes place prior to the on-site training. CI Technologies will be responsible for working with the State on database and desktop installation.

Installation activities include:

- Adding 2 databases to a SQLServer or MSDE server and creating a login for use by the application.
- Creating a shared drive available to all IAPro network users.
- Installation of IAPro on each desktop workstation and creating the ODBC system data sources necessary.
- Pre-load of officers/employees data.
- Advice on configuring database backup processes.

Installation of IAPro and SQLServer databases normally takes 2 or 3 hours at most.

We prefer that the customer have their database server available and installed. Please note that SQLServer/MSDE must be installed in case insensitive mode and with authentication set for either Windows or SQLServer.

IAPro Training
Training days are typically 8 hours each day from 8:00 a.m. until 5:00 p.m. In addition to conducting training, the trainer will work with the key IAPro users to configure that database for use: setting up the IAPro users and their privileges, the user-defined organizational fields, etc.

CI recommend's that a computer training room be used for training (although it's not mandatory) instead of conducting training in the users' workplace location. Based on experience, CI finds that this approach minimizes interruptions and is much more conducive for training purposes.

The training version of IAPro is installed on each PC to be used by the trainees. The trainer will bring along an LCD projector for use during training.

On the last day of IAPro training CI recommends that the users have access to their live production database as the trainer will assist them in populating their drop down fields and setting up user permissions.

Officer/Employee Data Pre-load and HR interface
CI Technologies offers a free service whereby prior to installing IAPro.CI will import theState's employee information into the IAPro database. This is a one-time service offered for no cost.

The current officer/employee data will be loaded to the IAPro officers table so that the latest employee data will exist in the IAPro database. CI would like to receive an extract of the State's officers/employees, preferably in MS Excel, CSV or Access.

Optional Human Resource Database Interface
CI also offer a separate service from the Pre-Load whereby CI will create a batch process to update theState's IAPro employee information on a routine basis.

If this option is preferred, please contact us so that CI can learn more about the State's existing HR database and possible output formats in order to provide a price quote for this service. Pricing for this service can *only* be provided after analysis of your existing human resources database.

The IAPro HR Integration process is designed to provide updated employee information from theState's Human Resources data into the IAPro application. Specifically, data is read from the State's HR system and employee information is either added or updated. The process requires that each employee have a unique identification number (Payroll #, Badge ID, Employee ID....) that will be used as the link between HR information and IAPro.

1. **LICENSE GRANT**
   Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, CI Technologies hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive,non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use

the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE AND DOCUMENTATION COPIES

CI Technologies shall provide the State with online and downloadable copies of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by CI Technologies on such copies.

3. RESTRICTIONS

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

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

4. TITLE

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

5. VIRUSES

CI Technologies shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, CI Technologies will use reasonable efforts to test the Software for viruses. CI Technologies shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, CI Technologies shall provide a master copy for comparison with and correction of the State's copy of the Software.

6. AUDIT

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

7. SOFTWARE NON-INFRINGEMENT

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

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Material infringe their intellectual property rights, CI Technologies shall defend and indemnify the State against the claim provided that the State:

a. Promptly notifies CI Technologies in writing, not later than 30 days after the State receives actual written notice of such claim;
b. Gives CI Technologies control of the defense and any settlement negotiations; and
c. Gives CI Technologies the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If CI Technologies believes or it is determined that any of the Material may have violated someone else's intellectual property rights, CI Technologies may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, CI Technologies may end the license, and require return of the applicable Material and refund all fees the State has paid CI Technologies under the Contract. CI Technologies will not indemnify the State if the State alters the Material without CI Technologies' consent or uses it outside the scope of use identified in CI Technologies' user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. CI Technologies will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by CI Technologies. CI Technologies will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by CI Technologies without CI Technologies' consent.

8. SOFTWARE ESCROW

8.1 CI Technologies will provide a copy of the application source code to the State for escrow by the Professional Standards Unit of the NH State Police. The source code should be stored in a secure site and not be made available to the State other than for the reasons detailed in 8.2 below.

8.2 The State, acting in its capacity to preserve and secure the souce code, shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):

(a) CI Technologies has made an assignment for the benefit of creditors:
(b) CI Technologies institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
(c) A receiver or similar officer has been appointed to take charge of all or part of CI Technnologies' assets;

(d) CI Technologies terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;

(e) CI Technologies defaults under the Contract; or

(f) CI Technologies ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

8.3 In the event that Deposit Materials are released from escrow to the State, CI Technologies hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of CI Technnologies' obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

. WARRANTIES

1.1 **System**

CI Technologies warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 **Software**

CI Technologies shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and or version controlled through the use of Harvest Software..

1.3 **Non-Infringement**

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

1.4 **Viruses; Destructive Programming**

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

1.5 **Compatibility**

The Vendor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

1.6 **Services**

CI Technologies 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**

CI Technologies 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.

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

2. WARRANTY SERVICES

CI Technologies agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

Maintain the System Software in accordance with the Specifications and Terms of the Contract;

Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;

CI Technologies shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;

On-site additional Services within four (4) business hours of a request;

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

For all Warranty Service calls, CI Technologies shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.

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

All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by CI Technologies no later than five business days, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event CI Technologies fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) declare CI Technologies in default, terminate the Contract, in

whole or in part, without penalty or liability to the State; 2) return CI Technnologies' product and receive a full refund for all amounts paid to CI Technologies, including but not limited to, any applicable license fees within (90) days of notification to CI Technologies of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare CI Technologies in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for ninety (90) days. If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, CI Technologies shall correct the Deficiency, and a new thirty (30) Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) consecutive calendar days.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
INTERNAL AFFAIRS CASE MANAGEMENT
CONTRACT 2015-052
EXHIBIT ML
Training

CI Technologies, Inc. shall provide the following Training Services.

General training course Information

Description

This course is designed to provide an overview of Early Intervention and Professional Standards concepts and detailed study on the use of CI Technologies, Inc.'s IAPro® software.

Expectations and Goals

Students are expected to attend all classes with no interruptions to the extent possible. Administrators will learn how to set up and manage the database. Members will learn how to use the client version.

Course Materials

Required Materials

- Projector and Screen for trainer
- Computer terminals with IAPro for each trainee
- Note taking materials
- Computer capable of accessing the IAPro software
- Organization chart
- Actual cases that have tangible value for entry

Optional Materials

- Use of force, collision, pursuit policy
- PSU Investigation policy
- Early intervention policy

Required Text

This is course is based on a simple overview and introduction. The rest of the course is hands on training and does not require a manual while the trainer is onsite.

Training Details

Training is usually two, two and a half or three days and is conducted on-site for the new customer. If a data conversion is involved, the trainer will work with the new customer and our data conversion specialists to ensure that the conversion is accurate and complete.

, Each training specialists is a subcontractors...they are also current law enforcement officers with investigative and/or professional standards experience. Our trainers can therefore offer more than just a "how-to" instructional approach. They bring along valuable insight that helps

the new customer identify and deal with the issues that inevitably arise with the introduction of software into a key part of the public safety organization.

IAPro training is heavily oriented towards hands-on usage. The "training" version of IAPro is installed on each workstation used for training. This is a full-featured version of IAPro with demo/training database installed by IT staff. It is strongly recommended that training be conducted in a computer equipped training room, and that there be one trainee per training workstation. CI recommends that the training room be equipped with a suitable screen for display purposes and an LCD projector.

12 – 15 persons in a training session for IAPro is the recommended number of trainees. CI Technologies, Inc. training days are generally eight (8) hour days with a lunch break Monday through Friday.

CI Technologies, Inc. prefers to start each day at 8am and conclude at 5pm each day.

If the training session is2.5 days, the third day onsite will be 8am until 12:00pm//Noon.

CI tries to be as flexible as possible with the training sessions depending on the need of the client.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
INTERNAL AFFAIRS CASE MANAGEMENT
CONTRACT 2015-052
EXHIBIT M
Agency RFP with Addenda, by Reference

Agency DOS RFP 2015-052 Internal Affairs Case Management with all addenda is hereby incorporated by reference as fully set forth herein.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
INTERNAL AFFAIRS CASE MANAGEMENT
CONTRACT 2015-052
EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE

CI Technologies, Inc. Proposal to DOS RFP 2015-052 Internal Affairs Case Management dated May 21, 2015 is hereby incorporated by reference as fully set forth herein.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
INTERNAL AFFAIRS CASE MANAGEMENT
CONTRACT 2015-052
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
D. Attachment 1 Exhibit H Requirements

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
INTERNAL AFFAIRS CASE MANAGEMENT
CONTRACT 2015-052
ATTACHMENT 1 TO EXHIBIT H

BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
General					
B1.1	Per Addendum 2 Deleted				Per Addendum 2 Deleted
B1.2	Per Addendum 2 Deleted				Per Addendum 2 Deleted
B1.3	Per Addendum 2 Deleted				Per Addendum 2 Deleted
B1.4	Per Addendum 2 Deleted				Per Addendum 2 Deleted
B1.5	Per Addendum 2 Deleted				Per Addendum 2 Deleted
B1.6	Per Addendum 2 Deleted				Per Addendum 2 Deleted
B1.7	Per Addendum 2 Deleted				Per Addendum 2 Deleted
B1.8	Per Addendum 2 Deleted				Per Addendum 2 Deleted
Data					
B2.1	Case number – with the ability to be designated into different categories with prefix identifiers that correlate to the type of case	M	Yes	Standard	
B2.2	Case management – the ability to quickly and easily identify *the time line from beginning to end of the case, to include: status, assignment and deadlines of all cases through built in calendar reminders *Identifying the nature of the complaint as an alleged violation of policy, law, integrity, use of force	M	Yes	Standard	

B2.3	Involved parties –the ability to capture all identifiers of all parties, both persons and entities, involved in any aspect of the investigatory process, roles in which they were involved, assignment and ID number of Division member(s) at the time of the incident	M	Yes	Standard	
B2.4	A personnel early warning system embedded into the program to assist in identifying Division employees who may require intervention efforts through tracking incidents of complaints, use of force, at fault crashes and deviations or violations of Division policies.	M	Yes	Standard	
B2.5	The ability for Division members to submit through the software all pertinent reporting documentation related to internal administrative inquiries, pursuits and use of force.	M	Yes	Standard	
B2.6	Any type of collateral documentation in any format to be linked to the incident under investigation or review, i.e.: photographs, PDFs, videos, etc.	M	Yes	Standard	
B2.7	The software shall aid the New Hampshire State Police in attaining and maintaining CALEA certification through the ability to produce required reporting documentation under the evolving CALEA standards. This includes an established early warning system,	M	Yes	Standard	

	reports that assist in identifying trends and analysis of both use of force and pursuits.				
Security and Routing					
B3.1	Security to the system controlled by user name and password incorporating user security levels that can be configured to allow varying degrees of access to the data contained within the system	M	Yes	Standard	
B3.2	User logs that record specific information pertaining to cases created, viewed, deleted or changed and the changes made.	M	Yes	Standard	
B3.3	Routing of necessary reports and responses to inquiries through a hierarchal chain.	M	Yes	Standard	This is a standard feature in the BlueTeam application
Reports					
B3.1	As previously noted, the software shall be able to provide necessary reporting documentation as required by CALEA for certification	M	Yes	Standard	
B3.2	The software shall come stocked with canned reporting capabilities. It shall also have the ability to configure customizable reports based on data collected within the database.	M	Yes	Standard	

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
INTERNAL AFFAIRS CASE MANAGEMENT
CONTRACT 2015-052
ATTACHMENT 1 TO EXHIBIT H

APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access drivers (please specify supported versions in the comments field).	M	Yes	Standard	IAPro Utilizes SQL Server and is not built as a closed database. The customer can connect to this SQL database with thrid party tools and drivers if security acess is granted by your agency.
A1.2	The system software adheres to open standards and is not proprietary.	M	Yes	Standard	IAPro is not a proprietary or closed system. The software, however, is not built on an open source platform. The database schema and data are accessible by the customer with appropriate access privilleges.
A1.3	The database platform adheres to open standards.	M	Yes	Standard	IAPro utilizes MS SQL Server as the RDBMS. Our schema and the data is not closed or proprietary. Access to the data and schema must be granted by your IT group.

A1.4	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M	No	Not Available /Not Proposing	IAPro is a COTS application written using Microsoft development tools. Our source code is not open source nor is it available to the customer. By definition of RSA 21-R:10, my understading is that the State would need access to the source code in order for us to comply with this. We do not make our source code available to our customers at this time. *I beleive we do, however, meet the requirment of RSA 21:13, since our database is MS SQL Server and not proprietary or "locked down". Based on this, I put "No" for not meeting this need.
A1.5	Web-based compatible and in conformance with the following W3C standards:	M	No	Not Available /Not Proposing	Our BlueTeam solution is web based and written in .Net Web forms. This architecture will be replaced as we propose the IAPro/BlueTeam replacement application in the future.
A1.6	XHTML 1.0	M	No	Not Available /Not Proposing	
A1.7	CSS 2.1	M	No	Not Available /Not Proposing	
A1.8	XML 1.0 (fourth edition)	M	No	Not Available /Not Proposing	
A1.9	Ability to operate in a virtual environment, with VMWare	M	Yes	Standard	

A1. 10	Comatibility with EMC Networker for managing backups	M	Yes	Standard	
A1. 11	Operates on an Oracle/Linux or Microsoft SQL database platform	M	Yes	Standard	SQL is our preferred environment
APPLICATION SECURITY					
A1. 12	Verify the **identity of or authenicate** all of applications, services, and processes before allowing use of the System to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	IAPro Windows application provides SQL or Windows authentcation in addition to requiring a defined user account for access to the application and data. The BlueTeam web application provides Active Directory authentication. External processes would need SQL credentials for accessing the database.
A1. 13	Verify the **identity and authenticate** all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .	M	Yes	Standard	IAPro Windows application provides SQL or Windows authentcation in addition to requiring a defined user account for access to the application and data. The BlueTeam web application provides Active Directory authentication. External processes would need SQL credentials for accessing the database.
A1. 14	Enforce unique user names.	M	Yes	Standard	
A1. 15	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide *User Account and Password Policy*	M	Yes	Standard	
A1. 16	Enforce the use of complex passwords for general users using capital	M	Yes	Standard	

	letters, numbers and special characters				
A1. 17	Encrypt passwords in transmission and at rest within the database.	M			
A1. 18	Expire passwords after 90 Days	M	Yes	Standard	
A1. 19	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A1. 20	Provide ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	
A1. 21	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	
A1. 22	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Yes	Standard	
A1. 23	The application shall not store authentication credentials or sensitive Data in its code.	M	No		IAPro has a built in SQL authentication password built into the application binary. This allows the application to connect to the database upon start up, so that a user list can be provided. The agency does have the ability to use Windows authentication on the client side in order to avoid using SQL authenticaion.

A1. 24	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	No		IAPro does not currently audit failed attmepts to connect to the database.
A1. 25	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for 12 months.	M	Yes	Standard	The log files can not be deleted
A1. 26	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	
A1. 27	Use only the Software and System Services designed for use	M	Yes	Standard	If understood correctly, IAPro uses only the application and database system for deployment.
A1. 28	The application Data shall be protected from unauthorized use when at rest	M	No		BlueTeam will log you out but IAPro will not
A1. 29	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A1. 30	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	
A1. 31	Create change management documentation and procedures	M	Yes	Standard	

TESTING

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	
T1.2	The Vendor shall be responsible for security testing, as appropriate. 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.	M	Yes	Standard	
T1.3	Test for 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	M	Yes	Standard	
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Yes	Standard	
T1.5	Test for encryption; supports the encoding of data for security purposes	M	Yes	Standard	
T1.6	Test the Intrusion Detection; supports the detection of illegal	M	No	Not Available/Not Proposing	

	entrance into a computer system				
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Yes	Standard	
T1.8	Test the Digital Signature; guarantees the unaltered state of a file	M	Yes	Standard	in BlueTeam
T1.9	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	
T1.10	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	Yes	Standard	
T1.11	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Yes	Standard	
T1.12	Test Input Validation; nsures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	
T1.13	Provide the State with validation of 3rd party penetration testing performed on the		No	Not Available/Not Proposing	

	application and system environment.				
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	No	Not Available/Not Proposing	
STANDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in Appendix G-2.	M	No	Not Available/Not Proposing	CI Technolgies has implemented IAPro at over 600 police agencies in 5 countires using an internal developmemt and testing methodology. We cannot commit fully to the testing process and methodology described in section G-2. Given that we are also a COTS application, our process for testing fits this model.
T2.2	The Vendor must perform application stress testing and tuning as more fully described in Appendix G-2.	M	No	Not Available/Not Proposing	CI Technolgies has implemented IAPro at over 600 police agencies in 5 countires using an internal developmemt and testing methodology. We cannot commit fully to the testing process and methodology described in section G-2. Given that we are also a COTS application, our process for testing fits this model.

SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	Hardware is not being offered as part of this proposal
S1.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	Hardware is not being offered as part of this proposal
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	M	Yes	Standard	
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in Terms & Definitions under Deficiencies/Defects.	M	Yes	Standard	
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	Our solution is hosted
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected	M	Yes	Standard	

	functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.				
S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	Standard	
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency reSolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	Yes	Standard	
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	Standard	
WARRANTY SERVICES					
S2.1	a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;	M	Yes	Standard	
S2.2	b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the	M	Yes	Standard	

	Specifications, terms and requirements of the Contract;				
S2.3	c. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;	M	Yes	Standard	
S2.4	d. On-site additional Services within four (4) business hours of a request;	M	Yes	Standard	Additional fees are associated with any onsite requests
S2.5	e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	Standard	
S2.6	f. For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.	M	Yes	Standard	
S2.7	g. The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3)	M	Yes	Standard	

	identification of repeat calls or repeat Software problems; and				
S2.8	h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	M	Yes	Standard	

PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Yes	Standard	
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and	M	Yes	Standard	Provided in PDF format

	correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper)				