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ROBERT L. QUINN
COMMISSIONER OF
SAFETY

State of New Hampshire

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

January 26, 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, Bureau of Criminal Records, to enter into a sole source contract with Idemia Identity & Security USA, LLC, (VC:#206990-B001) 5515 East La Palma Avenue, Suite 100, Anaheim, CA 92807 in the amount of \$8,000.00 for the provision of Idemia Training Services on the Automated Fingerprint Identification System (AFIS). Effective upon Governor and Council approval through March 31, 2021. Funding source: 100% Revolving Funds.

Funds are available in the SFY2021 operating budget as follows.

02-23-23-234010-40190000 Dept. of Safety - Div. of State Police - Criminal Records
103-502664 Contracts for Operational Services

SFY2021
\$8,000.00

Explanation

This contract is sole source because the hardware and software of this system is proprietary to Idemia Identity and Security USA, LLC and training can only be procured and implemented directly from Idemia. This contract will provide for the on-site training of five (5) Criminal Records employees on the Automated Fingerprint Identification System (AFIS), a nationwide system hosted by the Federal Bureau of Investigation to facilitate the identification of individuals based on their fingerprints. The FBI requires electronic fingerprint submission and the use of Livescans is critical in complying with the FBI's directive. In accordance to the 1983 Interstate Identification Index compliance granted by the Federal Bureau of Investigation, the Department of Safety, Division of State Police, Criminal Records Unit is the sole submitting agency for all criminal and applicant ten-print impressions to the FBI.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

FORM NUMBER P-37 (version 12/11/2019)

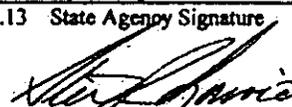
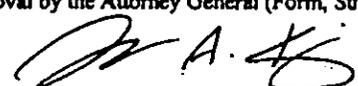
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Idemia Identity & Security USA, LLC		1.4 Contractor Address 5515 East La Palma Avenue, Suite 100 Anaheim, CA 92807	
1.5 Contractor Phone Number (714) 575-2956	1.6 Account Number AU 4019	1.7 Completion Date March 31, 2021	1.8 Price Limitation \$8,000.00
1.9 Contracting Officer for State Agency Cynthia Hagerty		1.10 State Agency Telephone Number 603-223-8437	
1.11 Contractor Signature  Date: 1-22-2021		1.12 Name and Title of Contractor Signatory Michael Hash Vice President	
1.13 State Agency Signature  Date: 1/27/21		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/1/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A
SPECIAL PROVISIONS**

The following terms modify the P-37 pursuant to Sections 19 and 22 of the P-37. References herein to "Provider" mean Idemia Identity & Security USA LLC and references to Customer mean the State of New Hampshire, acting through its Dept. of Safety, Div. of State Police.

- 1) **Documents.** All documents and information provided to Customer as part of the Services ("Documents") shall be and remain the property of Provider. Provider grants Customer a non-exclusive and perpetual license to copy, retain, and use the Documents following the Services, provided that the Documents may not be modified in any way and that the Documents may only be copied, retained, and used for Customer's internal purposes.
- 2) **Warranty.** Provider warrants to Customer that it shall devote adequate resources to meet its obligations under the Agreement; use personnel of required skill, experience, and qualifications to perform the Services, and provide the Services in a professional and workmanlike manner in accordance with industry standards. Except for the preceding express warranty, Provider makes no warranty whatsoever regarding the Services and, in particular, Provider makes no warranty regarding the degree of expertise that will be obtained by participation in the training sessions to be provided as part of the Services. The training is not sufficient to allow such participants to represent themselves as expert witnesses in the field of IDEMIA MBIS Tenprint Entry and Verification. Extensive practice and feedback under senior agency mentors is recommended.
- 3) **Liability.** In no event shall either party's liability to the other exceed the total amount of compensation that would become due to Provider under the Agreement if the Services were to be fully and properly performed. However, the forgoing does not limit either party's liability for its gross negligence or willful misconduct. Although the parties acknowledge the possibility of such losses or damages, the parties agree that neither party will be liable under the Agreement for any special, consequential, incidental, or indirect damages in any way related to or arising from the Agreement.
- 4) **Survival.** These Special Terms and Conditions shall survive termination or expiration of the Agreement.

**EXHIBIT B
SCOPE OF SERVICES**

Idemia Identity & Security USA, LLC, of Anaheim, CA (VC 206990-8001) is being contracted by the Department of Safety, Division of State Police (State) to provide training services for Idemia MBIS (a comprehensive range of products centered on an innovative Automated Biometric Identification System).

The contract will become effective upon Governor and Council approval, through March 31, 2021. The State will have the right to terminate the contract at any time by giving the contractor a thirty (30) day written notice.

Services Provided

Table 1: Classes and Sessions			
Training	Description	Class Size	Duration
MBIS Card Capture (MCC)	Covers Tenprint entry, QC, Verification, and Personal Management	5 Students	2 Days

Training Calendar

Table 2: Training Calendar				
Class	Duration	Start	Finish	Trainees
Tenprint Session	16 Hours	TBD	TBD	5

Idemia Training Plan NHWS-800

The primary goal of the training program is to ensure that each trained operator is proficient in the operation of the IDEMIA MBIS.

Training is tailored to each specific workstation/system and is customized to address the features, functions, and operating requirements of the customer. Training will take place at NHSP facility (33 Hazen Drive Concord, NH 03305) and will be conducted on the live system. Training will be delivered by experienced MBIS trainers.

User Training Attendees

The IDEMIA training program will be provided to experienced NHSP training staff, system administrators, and technical support staff instructions in the NHSP MBIS.

Each course provides an overview of all features and functions of the system and provides an opportunity for the NHSP operating and administrative personnel to develop first-hand understanding of pertinent system and equipment operations.

User Training

The user courses will demonstrate how to use these functions to successfully enter tenprint and palmprint records, by providing:

- General instruction on system functions and features as they pertain to equipment operations.
- Comprehensive instruction on all application functionality involved in IDEMIA MBIS User operations.

Method of Instruction and Course Materials

The IDEMIA instructor will provide both live demonstrations and hands-on practice Tenprint courses. Classroom instruction will rely on realistic scenarios that prepare attendees for what they will encounter during actual operations.

Training will be provided during the hours of 8:00 AM to 4:00 PM, Monday through Friday local time. Training will be provided at the NHSP facility.

During hands-on training, attendees will be expected to participate in exercises that reinforce the procedures discussed during the demonstration.

For the hands-on portion of the training, trainees are to have physical cards (if they have scanners available).

Tenprint trainees are expected to furnish 2 tenprint and palmprint cards each for entry into the MBIS:

- 1 criminal card with palms
- 1 applicant card without palms

Class Size and COVID19 Restrictions

To comply with COVID19 requirements, class size for demonstration and particularly for hands-on sessions will be based on the number of workstations allowed under the customers COVID19 restrictions.

Training Support Materials

The training support materials provided by IDEMIA will include general system documentation as well as visual training aids relating to automated and manual activities necessary for the operation and support of the system. The training aids will be NHSP specific.

Each attendee will be provided the opportunity to copy the documents to their agency-owned storage device. Training materials provided will include, but not be limited to, the following:

- Soft Copy User manuals for all trainees
- Realistic hands-on exercises
- Visual aids (including projected text & images) which are NHSP specific

Prerequisites to be provided by NHSP/

The items that are required by IDEMIA for training to take place at the Department of Safety 33 Hazen Drive, Concord, NH site will be the following:

- One (1) area large enough to accommodate the students, workstations, and associated peripherals with network connection to the central system from the training room.
- A technical point of contact for Idemia who will be the primary person responsible for providing and/or coordinating scheduling of services as well as facility resources.

**EXHIBIT C
PRICING AND PAYMENT TERMS**

The Vendor shall invoice the State of New Hampshire at the completion of the training. The Vendor shall not to exceed the total contract amount of \$8,000.00. The State of New Hampshire shall o make payment to the Vendor within thirty (30) days of receipt, acceptance and approval of such invoice.

Table 3 – Training Plan Quote	
Description	Total
Idemia Training Services to include: <ul style="list-style-type: none"> • On-site Training delivery at NHSP facility • Delivery of one (1) 2-day Training Class • Class size: up to 5 Trainees 	\$8,000.00



IDEMIA Identity & Security USA LLC
296 Concord Road, Suite 300 | Billerica, MA 01821

January 22, 2021

I am writing to certify that Michael Hash (formerly Kato), Vice President for the State & Local Law Enforcement Business Line of Idemia Identity and Security USA LLC ("IDEMIA"), is authorized to sign that certain contract between IDEMIA and the State of New Hampshire, Department of Safety, Division of State Police, for MBIS Card Capture training (the "Agreement"). I have reviewed IDEMIA's Signature Authorization and Delegation Policy effective August 19, 2019 and the Public Security Business Line Signature Authority Delegations effective January 4, 2021 (collectively, the "Authority Documents"). Under the Authority Documents, a Vice President may sign a contract of the value, and on the terms, of the Agreement. Any amendments made to the Authority Documents up to the date hereof do not impact such authority of a Vice President, which authority remains in full force and effect as of the date hereof.

Sincerely,

A handwritten signature in black ink, appearing to read "Eliezer Strassfeld".

Eliezer Strassfeld
Associate General Counsel, IDEMIA
Eliezer.Strassfeld@us.IDEMIA.com
(978) 215-2857

|) } >



December 29, 2020

Cynthia Hagerty
NH State Police
Business & Project Administration Unit
33 Hazen Drive
Concord, NH 03305
Phone (603) 223-8437
Email: Cynthia.B.Hagerty@DOS.NH.GOV

IDEMIA's Automated Fingerprint Identification System (AFIS) is currently installed at New Hampshire State Police (NHSP). IDEMIA is the owner of the software and design, sole developer and sole provider for the AFIS.

As the manufacturer of the existing NHSP AFIS and software application, only IDEMIA can provide the Training Services for the AFIS System.

Specifically:

IDEMIA does not have other sales channels, partners or resellers. The proposed Training can only be procured and implemented directly from IDEMIA.

Should you require further assistance, please contact Jayne Goodall, IDEMIA Senior Sales Manager, Mobile (951) 833-2311 Email jayne.goodall@us.idemia.com

Sincerely

A handwritten signature in black ink, appearing to read "Michael Kato".

Michael Kato
Vice President of Public Security, State & Local Government
IDEMIA

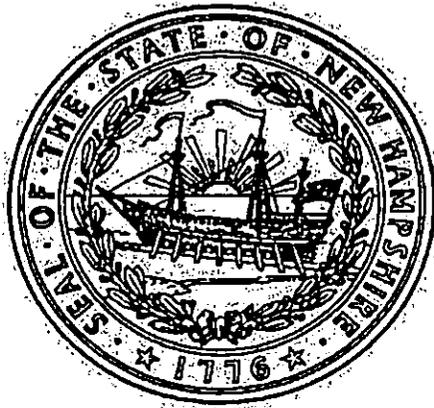
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IDEMIA IDENTITY & SECURITY USA LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on August 23, 2007. 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: 583165

Certificate Number: 0005030258



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of October A.D. 2020.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

5/31/2021

DATE (MM/DD/YYYY)
1/26/2021

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).

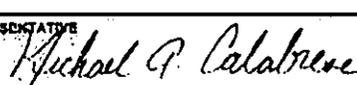
PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300		CONTACT NAME: PHONE (A/C No./Ext): FAX (A/C No.): E-MAIL: ADDRESS:															
INSURED 1353660 IDEMIA IDENTITY & SECURITY USA LLC 5515 E. LA PALMA AVE. SUITE 100 ANAHEIM CA 92807		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER B: Sentry Insurance a Mutual Company</td> <td>24988</td> </tr> <tr> <td>INSURER C: Insurance Company of the State of PA</td> <td>19429</td> </tr> <tr> <td>INSURER D: Sentry Casualty Company</td> <td>28460</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Insurance America, Inc.	24554	INSURER B: Sentry Insurance a Mutual Company	24988	INSURER C: Insurance Company of the State of PA	19429	INSURER D: Sentry Casualty Company	28460	INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** 16007554 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDD SUBR NBRD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100k <input checked="" type="checkbox"/> PCO SIR: \$1,778,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N N	US00104699L120A	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence): \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 OTC/COLL. DED	N N	90-17190-02 (AOS) 90-17190-03 (MA)	5/31/2020 5/31/2020	5/31/2021 5/31/2021	COMBINED SINGLE LIMIT (Ea. accident): \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N N	US00104700L120A	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	90-17190-01 (AOS) 90-17190-04 (HI, WI)	5/31/2020 5/31/2020	5/31/2021 5/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROPERTY	N N	985716	12/1/2020	12/1/2021	PROP ALL RISK COVERAGE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Re: New Hampshire State Police P-37 Agreement re: Maintenance and Support Agreement associated with 2 current LiveScan Transportable devices with printers and the Purchase and associated maintenance of 44 LiveScan Stations and associated modifications. Certificate Holder is included as Additional Insured under the General Liability policy as their interest may appear, but only to the extent such status is required under their written contract / agreement with the Named Insured. Subject to terms and conditions of the policy.
 The Umbrella Policy is follow form on for the General Liability.

CERTIFICATE HOLDER 16007554 New Hampshire Department of Safety Division of State Police 33 Hazen Drive Concord NH	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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