



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION
 P.O. BOX 1806
 CONCORD, NH 03302-1806
 603-271-5610 FAX: 888-908-6609
 TDD ACCESS: 1-800-735-2964
 www.nh.gov/nhdoc

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MLC

HELEN E. HANKS
 COMMISSIONER

PAUL D. RAYMOND, JR.
 ASSISTANT COMMISSIONER

October 10, 2023

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

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a **Sole Source** contract with CODEX (dba Guardian RFID) (VC #153240), 6900 Wedgewood Rd. N, Maple Grove, MN 55311 in the amount of \$1,635,461.08, for the provision of implementation mobile devices and RFID system program, with the option to renew for one additional period of up to six (6) years, effective upon Governor and Executive Council approval for the period beginning upon Governor and Executive Council through October 31, 2026. 100% Federal Funds.

Funds are available in State Fiscal Year 2024 and 2025 and are anticipated to be available in State Fiscal year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

This contract is available in account, ARPA SWEEP TAPP: 02-46-46-460510-26810000 as follows:

CODEX (dba Guardian RFID)				
Account	FY 2024	FY 2025	FY 2026*	Total
02-46-46-460510-26810000-037-500165	\$152,280.00	\$153,578.00	\$94,500.00	\$400,358.00
02-46-46-460510-26810000-038-500177	\$246,820.00	\$256,677.00	\$188,106.00	\$691,603.00
02-46-46-460510-26810000-103-502507	\$171,519.08	\$315,293.00	\$56,688.00	\$543,500.08
Total Per Fiscal Year	\$570,619.08	\$725,548.00	\$339,294.00	
Total Contract Amount				\$1,635,461.08

*ARPA Final Rule – Funding to be allocated/obligated by 12/31/2024 and spent by 12/31/2026.

EXPLANATION

The NHDOC is requesting a **Sole Source** contract to provide hardware, software and professional services to implement the Mobile Devices and RFID System portion of the NHDOC Technology Access Pilot Program, a part of the State Workforce Efficiency Enhancement Program.

The Department is requesting a sole source contract with Guardian RFID for the following reasons:

- 1) Guardian RFID is the only vendor which currently meets the strict requirements of both the Criminal Justice Information Systems (CJIS) Security Policy, and the NH Statewide Information Security Manual (SISM).

- 2) Guardian RFID is the only vendor currently offering integrated multifunction wall-mounted RFID readers which to facilitate tracking of mass unescorted movements, which are common in NHDOC facilities.
- 3) Guardian RFID is the holder of seven (7) U.S. patents which pertain to specific operations functions where NHDOC seeks to address workforce efficiency:
 - U.S. patent no. 9,024,754, MONITORING INMATE MOVEMENT WITH RFID, Date of Patent: November 1, 2016
 - U.S. patent no. 9,024,753, AUTOMATING OFFENDER DOCUMENTATION WITH RFID, Date of Patent: May 5, 2015
 - U.S. patent no. 9,251,691, SYSTEMS AND METHODS FOR BEHAVIOR MONITORING AND IDENTIFICATION, Date of Patent: July 16, 2016
 - U.S. patent no. 9,396,447, SYSTEMS AND METHODS FOR MONITORING A HEADCOUNT, Date of Patent: November 1, 2016
 - U.S. patent no. 9,483,926, MONITORING INMATE MOVEMENT WITH RFID, Date of Patent: May 5, 2015
 - U.S. patent no. 10,896,321, MONITORING INMATE MOVEMENT WITH AI, Date of Patent December 29, 2020
 - U.S. Patent No. 11,574,317, INMATE COMPLIANCE MONITOR, Date of Patent February 7, 2023

NHDOC has endured historic staffing issues, and the proposed system implementation by Guardian RFID provides a significant opportunity to fulfil the initial goals of the TAPP quickly and efficiently. Currently, Corrections Officers are collectively responsible for filling out and managing thousands of sheets of paper throughout a workweek. These pieces of paper are required to be transported, filed, often scanned and are sometimes impossible to read.

Migrating to a paperless, auditable and reportable system to conduct the basic security functions in the average Corrections Officer's day will serve to increase efficiency for staff, increase access to necessary correctional security information in a timely manner and gain back time our Officers need to perform other everyday security functions such as cell searches and urinalysis.

Respectfully Submitted,



Helen E. Hanks

Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
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www.nh.gov/doiit

Denis Goulet
Commissioner

September 7, 2023

Helen E. Hanks, Commissioner
Department of Corrections
State of New Hampshire
PO Box 1806
Concord, NH 03302

Dear Commissioner Hanks:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Guardian RFID, as described below and referenced as DoIT No. 2023-084.

The purpose of this request is for the implementation of a Technology Access Pilot Program for Mobile Devices.

The Total Price Limitation will be \$1,635,461.08, effective upon Governor and Council approval through October 31, 2026.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2023-084

cc: John Villani, IT Manager



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
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HELEN E. HANKS
COMMISSIONER

PAUL D. RAYMOND, JR.
ASSISTANT COMMISSIONER

September 6, 2023

Denis Goulet
Commissioner
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Requested Action and Explanation
Contract Number 2023-084

Requested Action

The NH Department of Corrections (NHDOC) is seeking to enter a **sole source** contract with Guardian RFID. (VC# 153240) of 6900 Wedgewood Rd. N, Maple Grove, MN 55311 to provide hardware, software and professional services to implement the Mobile Devices and RFID System portion of the NHDOC Technology Access Pilot Program, a part of the State Workforce Efficiency Enhancement Program.

Explanation

The Department is requesting a **sole source** contract with Guardian RFID for the following reasons:

- 1) Guardian RFID is the holder of seven (7) U.S. patents which pertain to specific operations functions where NHDOC seeks to address workforce efficiency:
 - U.S. patent no. 9,024,754, MONITORING INMATE MOVEMENT WITH RFID, Date of Patent: November 1, 2016
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 - U.S. Patent No. 11,574,317, INMATE COMPLIANCE MONITOR, Date of Patent February 7, 2023
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- 3) Guardian RFID is the only vendor currently offering multifunction wall-mounted RFID readers which integrate into a mobile system to facilitate tracking of mass unescorted movements, which are common in NHDOC facilities.



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HELEN E. HANKS
COMMISSIONER

PAUL D. RAYMOND, JR.
ASSISTANT COMMISSIONER

NHDOC has endured historic staffing issues, and the proposed system implementation by Guardian RFID provides a significant opportunity to fulfil the initial goals of the TAPP quickly and efficiently. Currently, Corrections Officers are collectively responsible for filling out and managing thousands of sheets of paper throughout a workweek. These pieces of paper are required to be transported, filed, often scanned and are sometimes impossible to read.

Migrating to a paperless, auditable and reportable system to conduct the basic security functions in the average Corrections Officer's day will serve to increase efficiency for staff, increase transparency to the public and reconfirm that our Officers meet exacting requirements every day. We expect that this change will improve morale by reducing friction and frustration inherent in a highly documented paper-based workplace, ultimately providing dividends with hiring and retention rates.

Funding Information

The price limitation for this contract is in the amount of \$1,635,461.08. All funds are budgeted at 100% Federal Funds from the American Rescue Plan Act of 2021 (ARPA), State Fiscal Recovery Funds (SFRF).

Prior Related Actions

TAPP American Rescue Plan Act approval by Governor and Council as part of SWEEP (Agenda Item #44) – October 19, 2022.

Open Standards

This sole-source contract is for the implementation of a proprietary system with intellectual property owned by the vendor, Guardian RFID.

Impact on Other State Agencies and Municipalities

There is no impact on any other state agency.

CONTACT PERSON:

John Maddaus
NHDOC Chief Information Officer
105 Pleasant St
Concord, NH 03301
Telephone: (603) 271-8293
Email: john.s.maddausiii@doc.nh.gov



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HELEN E. HANKS
COMMISSIONER

PAUL D. RAYMOND, JR.
ASSISTANT COMMISSIONER

CERTIFICATION

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,

John S. Maddaus III

John S Maddaus III
Chief Information Officer
Department of Corrections

Approved by:

A handwritten signature in black ink that reads "Helen E. Hanks".

Helen E. Hanks
Commissioner
NH Department of Corrections

Contract Number: 2023-084

cc: DoIT Representative (IT Lead for the Agency) – Michael.W.ONeil@doit.nh.gov
DoIT Contracts and Procurements Manager – Ryan.H.Aubert1@doit.nh.gov



STATE OF NEW HAMPSHIRE

DEPARTMENT OF CORRECTIONS:
2023-084 DOC TECHNOLOGY ACCESS PILOT PROGRAM
MOBILE DEVICES

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-084 - DOC TAPP MOBILE DEVICES
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DEPARTMENT OF CORRECTIONS
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STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

FORM NUMBER P-37 (version 2/23/2023)

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

I. IDENTIFICATION.

1.1 State Agency Name Department of Corrections		1.2 State Agency Address P.O. Box 1806, 105 Pleasant Street Concord, NH 03302	
1.3 Contractor Name CODEX Corp d/b/a Guardian RFID (VC 15340)		1.4 Contractor Address 6900 Wedgewood Rd. N, Maple Grove, MN 55311	
1.5 Contractor Phone # 855-777-7343	1.6 Account Number 02-46-46-460510-26810000	1.7 Completion Date October 31, 2026	1.8 Price Limitation \$1,635,461.08
1.9 Contracting Officer for State Agency Helen E. Hanks		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature  Date: 10/25/2023		1.12 Name and Title of Contractor Signatory Paul Baze, Director of Sales	
1.13 State Agency Signature  Date: 10/26/2023		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
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: <u>Duncan A. Edgar</u> On: <u>October 26, 2023</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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 Contractor Initials: ppb
 Date: 10/26/2023

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
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STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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, 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.

3.3 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. 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 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, 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 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. 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.

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.

The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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.

6.3 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.4 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
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STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor

shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions

**STATE OF NEW HAMPSHIRE
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STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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:

14.1.2 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

14.1.3 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.

The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach

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. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. The Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or

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implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be

reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Remainder of this page intentionally left blank.

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EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

5. CONTRACT PRICE LIMITATION/PAYMENT

A.5 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 Insert 5.5 to read: "The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the 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. 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."

8. EVENT OF DEFAULT/REMEDIES

A.8 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 Insert 8.2.5 to read: "Give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor 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."

9. TERMINATION

A.9 Provision 9, Termination, is deleted and replaced with the following:

9.1 To read: "Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided."

9.2 Termination Procedure

9.2.1 Insert 9.2.1 to read: "Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated."

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- 9.2.2** Insert 9.2.2 to read: "After receipt of a notice of termination, and except as otherwise directed by the State, Contractor 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 ten (10) 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 Contractor and in which the State has an interest;
 - d. Take no action to intentionally erase any State data until directed by the State;
 - e. 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;
 - f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
 - g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
 - h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after one hundred eighty (180) days has erased all State data."
- 9.2.3** Insert 9.2.3 to read: "If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services")."
- 9.2.4** Insert 9.2.4 to read: "This covenant in paragraph 9 shall survive the termination of this Contract."

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS

- A. 12 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**
- 12.3** Insert 12.3 to read: "In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of: continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined

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necessary by the State; immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors, or assigns.”

14. INSURANCE

A. 14 Provision 14, Insurance

14.3 To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the second to last sentence of the clause to read: “Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.”

The following Provisions are added and made part of the P37:

27. FORCE MAJEURE

27.1 “Neither Contractor 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.”

27.2 “Except in the event of the foregoing, Force Majeure events shall not include the Contractor’s inability to hire or provide personnel needed for the Contractor’s performance under the Contract.”

28. EXHIBITS/ATTACHMENTS

28.1 “The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.”

29. NON-EXCLUSIVE CONTRACT

29.1 “The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.”

30. GOVERNMENT APPROVALS

30.1 “Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.”

31. ORDER OF PRECEDENCE

31.1 In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

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Contractor Initials: ppb

Date: 10/25/2023

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- i State of New Hampshire, DEPARTMENT OF CORRECTIONS Contract Agreement DOC CONTRACT 2022-084.
- ii Vendor Proposal to DEPARTMENT OF CORRECTIONS dated May 1, 2023, by reference.
- iii Business and Technical Requirements, Attachment - 1 (see Exhibit G)
- iv Contractor Certificates, Attachments - 2 (see Exhibit G)
- v Contractor Obligations, (see Exhibit G)

32. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION

Provision, Data/Access/Confidentiality/Preservation, is updated with the following addition:

- 32.1** Insert 30.1 to read: "In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information."
- 30.2** Insert 30.4.1 to read: "In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief."
- 32.3** Insert 30.5 to read: "Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof; 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; 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 is disclosed with the written consent of the disclosing Party."
- 32.4** Insert 10.6 to read: "A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena, or other legal process is served upon Contractor regarding the Confidential Information, and Contractor

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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.”

- 32.5** Insert 10.7 to read: “Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor’s designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor’s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor’s sole responsibility and at Contractor’s sole expense. If Contractor 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 Contractor, without any liability to the State.”
- 32.6** Insert 10.8 to read: “This covenant in paragraph 10 shall survive the termination of this Contract.”

33. CONTRACT TERM

The contract shall begin on upon approval by Governor and Council and extend through October 31, 2026. The Term may be extended up to six years (6) by three-year increments (“Extended Term”) at the sole option of the State, subject to the parties’ prior written agreement on applicable fees for each extended term.

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**EXHIBIT B – STATEMENT OF WORK (SOW)
BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. BUSINESS PURPOSE

The Technology Access Pilot Program (TAPP) consists of several technology, development and integration projects to modernize correction facility operations, increase efficiency and transparency, and reduce the increasing burden on maintaining paper records on operations staff. As a pilot program, the principal purpose of TAPP is to field test, evaluate and prepare the agency to adopt permanent operational changes to mitigate the impact of future disruptive events like COVID-19, and to meet the ongoing staffing challenges facing many organizations.

The Guardian RFID system, including the Spartan 3 handheld devices and Forcefield stations, fulfill a significant requirement of TAPP by facilitating mobile computing and passive RFID integration to meet existing and future operational requirements. During the pilot phase, network connectivity will be facilitated through existing secure wireless networking currently deployed in all facilities by DOC's incumbent resident tablet system vendor.

2. STATEMENT OF WORK

Scope of TAPP Mobile Devices Deployment

2.1. Project Management Delivery

The Guardian RFID team will work with DOC leadership to successfully plan and implement mobile devices for use by Corrections Officers and other staff to complete the following deliverables:

TABLE B-1		
Process	Proposed Work Products/Deliverables	Frequency
Cloud Platform Deployment	Cloud platform configuration and license grant	One Time
Non-Mobile Hardware Delivery	Shipment of all required facility hardware	One Time
OMS Integration	Completion of bidirectional connection to CORIS (OMS)	One Time
Mobile Device License Delivery	License grant for all mobile devices	One Time
Mobile Device Hardware Delivery	Shipment of all mobile devices	One Time
Accessory and Peripheral Delivery	Shipment of all remaining accessories/peripherals	One Time
Training	Professional services training	One Time
Support	Ongoing Support Services	Continual

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2.2 In Scope Integrations

The following list of interfaces will be included in the project scope.

List of integrations:

- 2.2.1 CORIS Offender Management System (OMS)
- 2.2.2 NHDOC Data Warehouse

2.3 Data Migration

As a new service, no data migration is expected.

2.4 DOC Requirements

To deploy its solution, CODEX-GUARDIAN RFID requires:

1. **Wi-Fi access:** Wi-Fi coverage is based on the Customer's method of resident management. For example, direct supervision pods require their own Access Points while linear and podular-indirect areas only require access points where staff most commonly walk and work.
2. **Browser access:** OnDemand is a Cloud-based website that can be rendered by any common browser, including IE, MS Edge, Chrome, Firefox, and Safari.
3. **Real release:** Residents that are marked as released from the OMS will not be available for resident-specific workflows in GUARDIAN RFID. If residents are marked released in the OMS but remain in the facility for a significant time, then both parties will need to agree on the necessary database triggers or policy update.
4. **Exhaustive assignments:** Each resident must be assigned to a specific housing location for the Cell Checks workflow.

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Expected Customer Resources

TABLE B-2	
Customer Resource	Task Description
Command Staff	<ul style="list-style-type: none"> Review a complete list of housing assignments from the OMS to help the GUARDIAN RFID project manager map each location to a Hard Tag. Validate a list of legally defensible phrases for cell checks and out-of-cell destinations. Join the final quality assurance conference call at the end of the implementation to review progress and coordinate on-site training.
Frontline officers	<ul style="list-style-type: none"> Print ID cards with RFID tags Test Hard Tags to confirm population counts. Confirm Wi-Fi connectivity.
Maintenance	<ul style="list-style-type: none"> Install the wall-mounted Hard Tags on the cinder block (or in some cases metal) at the housing units.
Networking Team	<ul style="list-style-type: none"> Fill out the Networking Questionnaire provided by the Guardian RFID Project Manager Adjust the local area network and firewall as needed.

3. BUSINESS/TECHNICAL REQUIREMENTS

Business and Technical Requirements are identified in Exhibit G: Attachment 1

3.1 Compliance Requirements

Contractor Certificates are identified in Exhibit G: Attachment 2

3.2 Compliance Obligations

Contractor Obligations are identified in Exhibit G: Attachment 3

4. ACTIVITY, DELIVERABLE, AND MILESTONE

DELIVERABLE #1: Contract Execution	
DESCRIPTION: Customer and GUARDIAN RFID to mutually agree upon and sign a master System Agreement. EXIT CRITERIA: Both parties sign the System Agreement.	GUARDIAN RFID ASSUMPTION: Service Level Agreements are included in the master System Agreement.

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<p>DELIVERABLE #2: Software (Cloud platform license)</p>	
<p>DESCRIPTION: GUARDIAN RFID will gather database information from the Customer. Information will include:</p> <ol style="list-style-type: none"> 1) list of housing assignments, 2) a spreadsheet of Hard Tag mappings, 3) list of officers, 4) list of predefined text for cell checks, 5) list of predefined text for movements, and 6) list of predefined text for supplies. <p>GUARDIAN RFID will send the Customer a questionnaire to collect this information.</p> <p>EXIT CRITERIA: GUARDIAN RFID project manager sends email to the Customer confirming that all lists are complete.</p>	<p>GUARDIAN RFID ASSUMPTION: Customer will appoint a member of the correctional staff to this deliverable.</p> <p>GUARDIAN RFID will use an enterprise level cloud hosting provider. All data will be stored onshore.</p>

<p>DELIVERABLE #3: Hardware (non-mobile device)</p>	
<p>DESCRIPTION: GUARDIAN RFID will package and ship all quoted, non-mobile-device hardware to the Customer.</p> <p>EXIT CRITERIA: Customer sends email to GUARDIAN RFID project manager confirming the arrival of all packages.</p>	<p>GUARDIAN RFID ASSUMPTION: An itemized list of this deliverable is stated in the billing section of this SOW. This deliverable is considered complete upon departure from the GUARDIAN RFID's place of business. Customer maintenance crews will be solely responsible for installing all Hard Tags.</p> <p>Hard Tag installation guides will be provided shortly after Execution of System Agreement.</p>

<p>DELIVERABLE #4: OMS interface</p>	
<p>DESCRIPTION: Customer will create a software service on its servers that sends data to the GUARDIAN RFID's server. GUARDIAN RFID will create a software service on its servers to process the Customer's data for its platform workflows. The data will consist of resident identification (e.g.: name, housing, mugshot). Technical</p>	<p>GUARDIAN RFID ASSUMPTION: If the Customer changes OMS providers after go-live then the GUARDIAN RFID will require:</p> <ol style="list-style-type: none"> 1) an exhaustive list of housing assignments, 2) 60-days prior notice, 3) 20 minutes of scheduled system downtime.

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<p>documentation will be provided to the Customer upon request.</p> <p>GUARDIAN RFID will grant Customer access to its API. Customer will access the GUARDIAN RFID API to gather data for its OMS workflows. The data will consist of officer logs (e.g.: cell checks, headcounts, supply passes). GUARDIAN RFID is not responsible for how this data is applied to the Customer's OMS. Technical documentation will be provided to the Customer upon request.</p> <p>EXIT CRITERIA: Customer sends email to GUARDIAN RFID project manager confirming that new bookings are appearing in OnDemand.</p>	<p>Residents that are marked as Released from the OMS will not be available for resident-specific workflows within the GUARDIAN RFID platform. If residents are marked Released in the OMS but remain in the facility for a significant time, then both parties will agree on the necessary database triggers or the Customer will resort to updating its data entry policy.</p> <p>Each resident must be assigned to a specific housing location, for the cell checks process. If resident housing assignments are managed centrally then the Customer will need to decentralize or streamline the housing assignment process.</p>
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<p>DELIVERABLE #5: Software (mobile device licenses)</p>	
<p>DESCRIPTION: GUARDIAN RFID will load the following software components onto the mobile devices:</p> <ol style="list-style-type: none"> 1. the most stable version of its mobile software, 2. its mobile device management software, 3. its enterprise lock-down technology onto the Customer's mobile devices. <p>EXIT CRITERIA: GUARDIAN RFID project manager sends email to the Customer confirming that all mobile devices are provisioned.</p>	<p>GUARDIAN RFID ASSUMPTION: GUARDIAN RFID will not ship out mobile devices until the Customer provides Wi-Fi configurations. GUARDIAN RFID will send Customer a Wi-Fi configuration questionnaire shortly after Execution of System Agreement.</p> <p>Customer technicians will be solely responsible for updating their local area network and firewall to accommodate the GUARDIAN RFID's mobile devices. GUARDIAN RFID will provide thorough documentation shortly after contract execution.</p>

<p>DELIVERABLE #6: Hardware (mobile device)</p>	
<p>DESCRIPTION: GUARDIAN RFID will package and ship all quoted mobile devices to the Customer.</p> <p>EXIT CRITERIA: Customer sends email</p>	<p>GUARDIAN RFID ASSUMPTION: An itemized list of this deliverable is stated in Addendum A of this System Agreement. This deliverable is considered complete upon departure from</p>

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to GUARDIAN RFID project manager confirming the arrival of all packages.	the GUARDIAN RFID's place of business.
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DELIVERABLE #7: Hardware (peripherals / consumables)	
DESCRIPTION: GUARDIAN RFID will package and ship all quoted, consumable hardware to the Customer. EXIT CRITERIA: Customer sends email to GUARDIAN RFID project manager confirming the arrival of all packages.	GUARDIAN RFID ASSUMPTION: An itemized list of this deliverable is stated in the billing section of this SOW. This deliverable is considered complete upon departure from the GUARDIAN RFID's place of business.

DELIVERABLE #8: Professional Services (Pre-Training)	
DESCRIPTION: GUARDIAN RFID will discuss policies and procedures with the Customer, creating an onsite training curriculum according to the Customer's goals. EXIT CRITERIA: Meeting takes place by phone or in-person.	GUARDIAN RFID ASSUMPTION: Customer will appoint a member of the correctional staff to this deliverable. A period of user acceptance testing will occur concurrently with pre-training meetings and will require both the Customer and GUARDIAN RFID's involvement as every software feature and hardware feature is tested for user acceptance. All logs captured during this testing period are not committed to the production environment. GUARDIAN RFID will supply a separate testing environment upon request.

DELIVERABLE #9 Prof. Services (On-Site Training)	
DESCRIPTION: GUARDIAN RFID will strive to maximize the number of individually trained staff members prior to go-live. Over the years, the GUARDIAN RFID has found a positive correlation between the percentage of individually trained staff members and long-term customer satisfaction.	GUARDIAN RFID ASSUMPTION: Each instructional class will last three to four hours and will be attended by authorized Customer personnel. Each shadowing session may last up to three to four hours and must be conducted with authorized customer personnel, amid on-shift duties. Each training day is trainer-specific, rather

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<p>GUARDIAN RFID is committed to the number of training days stated in Addendum A of the System Agreement. Each day of training must contain at least one of the following activities:</p> <ul style="list-style-type: none"> A. an on-site instructional class conducted by an authorized GUARDIAN RFID trainer, or B. an on-site shadowing session conducted by an authorized GUARDIAN RFID trainer. <p>EXIT CRITERIA: Training takes place in-person.</p>	<p>than calendar-specific; if customer chooses to deploy more than one trainer on one calendar day, then the this will be using multiple training days.</p> <p>GUARDIAN RFID will work with the Customer to find the most effective and non-intrusive method for training.</p> <p>If the Customer chooses to deploy a phased approach, then each training segment will be distinguished both by:</p> <ul style="list-style-type: none"> A. buildings (to ensure no staff cross over), and B. resident management workflow (to ensure no gaps in resident logs).
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5. DELIVERABLE REVIEW AND ACCEPTANCE

5.1 Non-Software and Written Deliverables Review and Acceptance

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

5.2 Software Deliverables Review and Acceptance

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

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5.3 Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

5.4 Conditional and Unconditional Acceptance

By 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.

6. CHANGE ORDER

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

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The DOC, as well as the Department of Information Technology, must review and 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 within thirty (30) days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

7. IMPLEMENTATION SERVICES

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan.

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

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8. PROJECT MANAGEMENT

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

The Contractor shall conduct criminal background checks and provide records of this process to NHDOC. Contractor shall not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents. All Contractor staff are subject to independent background investigations as required prior to entering any NHDOC facility.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

8.1 The Contractor Key Project Staff

8.1.1. The Contractor's Contract Manager

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Paul Baze
(512)571-7328
paul.baze@guardianrfid.com

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8.1.2. The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Courtney Ganley
(763) 392-4712
courtney.ganley@guardianrfid.com

Contractor's selection of the 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 Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

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 Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within eight (8) hours of inquiries from the State and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

8.1.3. Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

8.1.4. The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Mark Thomson
(763)496-5788
mark.thomson@guardianrfid.com

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The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

8.1.5. Termination for Lack of Project Management and Key Project Staff

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

8.2 The State Key Project Staff

8.2.1. The 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:

John Maddaus
(603) 271-8293
John.S.Maddaus111@doc.nh.gov

8.2.2. The State Project Manager

The State shall assign a Project Manager. The State's Project Manager is:

Scott Young
(603)271-8406
robert.s.young@doc.nh.gov

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

- a. Leading the Project, in coordination with vendor Project Manager;
- b. Engaging and managing all Contractors 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 Orders;
- g. Managing stakeholders' concerns.

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8.2.3. The State Database Analyst
The State shall assign a DBA. The State's DBA is:

Keith Johnson
(603) 271-5130
keith.e.johnson1@doc.nh.gov

9. WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan created by the Contractor and the State is set forth in this Section.

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TABLE B-3		
Phase	Task	Approx. Duration
Implementation / Kickoff (Phase 1)	NH DOC Command Staff provides Contact Gathering information	1 day
	NH DOC Command Staff provides a complete list of permanent resident housing locations/assignments	1 day
	NH DOC Command Staff provides a complete list of temporary resident movements/assignments	1 day
	NH DOC Command Staff fills out setup guide for User Access Management	1 day
	GUARDIAN RFID Project Manager and team visit w/ NH DOC IT and Command Staff for the kickoff meeting. Typically requires Jail Operations involvement (<i>this meeting can be conducted remotely</i>)	2hrs
	GUARDIAN RFID Project Manager maps HARD TAG placements, based on Command Staff feedback	3 days
	GUARDIAN RFID Project Manager provides OMS interface requirements	1hr
	NH DOC Command Staff orders OMS interface from OMS account manager	1hr
Software Setup (Phase 2)	NH DOC IT installs/provisions wireless network	45 days
	NH DOC IT completes the network configuration setup guide	3 days
	GUARDIAN RFID Database Admin creates database/client account	14 days
	OMS representative creates data extract service for the interface	21 days
	GUARDIAN RFID Database Admin creates windows service for the interface	14 days
	GUARDIAN RFID Project Manager evaluates/tests interface setup	1 day
	GUARDIAN RFID Project Manager releases application to NH DOC	1hr
Hardware Delivery (Phase 3)	GUARDIAN RFID Project Manager programs, labels, and ships HARD TAGS	5 days
	NH DOC maintenance crew installs HARD TAGS throughout the facility	14 days
	GUARDIAN RFID Project Manager ensures that all applicable SPARTANS are prepared and licensed	21 days
	GUARDIAN RFID Project Manager ensures that all applicable ForceField devices are prepared and licensed	21 days
	GUARDIAN RFID Project Manager orders/ships wristbands, ID cards and peripherals	7 days

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	GUARDIAN RFID Project Manager coordinates shipping of all necessary hardware/accessories	3 days
	GUARDIAN RFID Project Manager schedules the onsite pre-training visit	1 hr
Quality Assurance (Phase 4)	GUARDIAN RFID Project Manager works with Command Staff to complete SPARTAN Wi-Fi testing	2 days
	GUARDIAN RFID Project Manager works with Command Staff to complete software testing	3 days
	NH DOC Command Staff validates interface functionality (resident population) by scanning Hard Tags	2 days
	NH DOC Corrections Staff set up ID card and wristband peripherals	3 days
	GUARDIAN RFID Trainer conducts onsite pre-training visit w/ NH DOC Command Staff and team to analyze local policy/operations	1 day
	GUARDIAN RFID Project Manager calls NH DOC Command Staff to confirm end-user testing acceptance.	1 hr
Training & go-live (Phase 5)	Command Staff provides GUARDIAN RFID Project Manager with desired training details (times, locations, staff number per session, resources available)	1 day
	GUARDIAN RFID Trainers complete on-site training of all staff/users	14 days
	GUARDIAN RFID Database Admin switches account from Sandbox to Production	1 hr
	GUARDIAN RFID Trainer shadows Corrections Staff while they go-live.	1 day

*The dates provided are a rough estimate and subject to change based upon agency complexities and resources. Many of these tasks will run concurrently.

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

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10. MAINTENANCE, OPERATIONS AND SUPPORT

SERVICE LEVEL AGREEMENT

10.1 Definitions

Except as defined in this Section 10, all defined terms have the meaning set forth in the Agreement.

- (a) "Attainment" means the percentage of time during a calendar quarter, with percentages based on those contained in the chart under Section 1(d) of this Section 10, in which the Customer has GUARDIAN RFID OnDemand Availability.
- (b) "Customer Error Incident" means any service unavailability, which GUARDIAN RFID did not directly cause or create, resulting from any one or a combination of the following: (i) the Customer's Third-Party Software or the Customer's Third-Party Hardware, (ii) the acts or omissions of any Customer Personnel, or (iii) the acts or omissions of any personnel or third-party providers over whom GUARDIAN RFID exercises no control.
- (c) "Disaster" means an event that renders any portion of a data center's infrastructure used in connection with the Agreement both inoperable and unrecoverable.
- (d) "Downtime" means those minutes during which any portion of GUARDIAN RFID OnDemand is not available for the Customer's use.
- (e) "Unscheduled Downtime" means Downtime that is not due to any one or a combination of the following: Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, or Force Majeure Events.
- (f) "Emergency Maintenance" means (i) maintenance that is required to patch a critical security vulnerability, or (ii) maintenance that is required to prevent an imminent outage of GUARDIAN RFID OnDemand Availability.
- (g) "Scheduled Downtime" means those minutes during which GUARDIAN RFID OnDemand is not available for the Customer's use due to GUARDIAN RFID's scheduled maintenance windows.
- (h) "GUARDIAN RFID OnDemand Availability" means that GUARDIAN RFID OnDemand is capable of receiving, processing, and responding to requests by or from the Customer and each of the Authorized Customer Personnel, excluding Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, and Force Majeure Events.
- (i) "RPO" means Recovery Point Objective, and refers to the maximum data loss per declared Disaster event during any calendar quarter throughout the Term that could occur following a Disaster.
- (j) "RTO" means Recovery Time Objective, and refers to the amount of time per declared Disaster event during any calendar quarter throughout the Term that it takes for GUARDIAN RFID OnDemand to become operational following a Disaster.

10.2 GUARDIAN RFID OnDemand Cloud Server Uptime

- (a) GUARDIAN RFID OnDemand Availability.
 - (i) Attainment Target. Subject to the terms of this Section 10, GUARDIAN RFID has an Attainment target to provide to the Customer GUARDIAN RFID OnDemand Availability of ninety-nine and ninety-nine hundredths of a percent

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(99.99%), twenty-four (24) hours per day, every day of the calendar year throughout the Term. GUARDIAN RFID has set GUARDIAN RFID OnDemand Availability Attainment targets and actuals under the terms of Section 0(d) of this Section 10.

- (ii) Calculation. The GUARDIAN RFID OnDemand Availability calculation does not include Scheduled Downtime, Customer Error Incidents, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires Emergency Maintenance), and Force Majeure Events. For the avoidance of doubt, if GUARDIAN RFID is a cause of an issue that requires Emergency Maintenance, then Downtime resulting from such Emergency Maintenance will be included in the calculation of Attainment.
 - (iii) Scheduled Downtime. GUARDIAN RFID will perform maintenance on GUARDIAN RFID OnDemand only during limited windows that are anticipated to be reliably low-traffic times based on historical information. As of the Effective Date, GUARDIAN RFID performs such maintenance on Wednesdays between 12:00 a.m. and 6:00 a.m. Central time. GUARDIAN RFID will provide the Customer with advance written notice of any change to the current maintenance schedule. If and when any such Scheduled Downtime is predicted to occur during periods of higher traffic, GUARDIAN RFID will provide advance notice of those windows and will coordinate with the Customer. In instances where maintenance of GUARDIAN RFID OnDemand requires Scheduled Downtime outside of the known maintenance windows described in this Section, GUARDIAN RFID will provide written notice to the Customer at least twenty-four (24) hours prior to any Scheduled Downtime.
 - (iv) Emergency Maintenance. If Downtime is known to be necessary to perform any Emergency Maintenance, then GUARDIAN RFID will notify an appropriate Customer contact via email or telephone call, a minimum of four (4) hours or as early as is reasonably practicable, prior to the start of such Emergency Maintenance. GUARDIAN RFID reserves the right to perform unscheduled Emergency Maintenance at any time.
 - (v) Other Maintenance. GUARDIAN RFID and the Customer agree that GUARDIAN RFID has the right to perform maintenance that is designed not to impact GUARDIAN RFID OnDemand Service Availability at any time. Any such scheduled maintenance will be considered Scheduled Downtime and will be excluded from the calculation of Attainment.
 - (vi) Force Majeure. In the event of a Force Majeure Event affecting the GUARDIAN RFID OnDemand Availability, GUARDIAN RFID will provide the Customer with a written notice of the Force Majeure Event and include a description of the facts and circumstances it believes supports that determination.
- (b) GUARDIAN RFID Responsibilities Relating to GUARDIAN RFID OnDemand Availability.
- (i) GUARDIAN RFID will monitor GUARDIAN RFID OnDemand Availability under this Addendum C and will make commercially reasonable efforts to (A) address any GUARDIAN RFID OnDemand Availability-related issues that impact the 99.99% Attainment target, and (B) notify the Customer, either through automated monitoring systems or by other mutually agreed-upon means, that (A) Downtime will occur, if practicable, or (b) if Downtime has already occurred, promptly after it is confirmed.

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- (ii) If Authorized GUARDIAN RFID Personnel receive notice from the Customer that Downtime has occurred or is occurring, GUARDIAN RFID will work with the Customer to promptly identify the cause of the Downtime and will work with the Customer to promptly resume normal operations.
- (iii) Upon timely receipt of a Customer report of Downtime under Section 10.2 (d) of this Section 10, if any, GUARDIAN RFID will compare that report to its own outage logs and support tickets to confirm whether Unscheduled Downtime has occurred, and communicate with the Customer about GUARDIAN RFID's findings.
- (iv) GUARDIAN RFID will, at no additional charge to the Customer, do any one or a combination of the following, upon the Customer's written request (which can be made a maximum of once per calendar quarter), with such items being provided within sixty (60) days of the Customer's written request:
 - (A) provide to the Customer, a written report that documents the preceding calendar quarter's GUARDIAN RFID OnDemand Availability, Unscheduled Downtime, any root cause, Emergency Maintenance matters, and remedial actions that were undertaken in response to the matters identified in the report.
 - (B) make available for auditing by the Customer the severity downtime reports, incident reports, and other available information used by GUARDIAN RFID in determining whether the GUARDIAN RFID OnDemand Availability has been achieved.
- (c) Customer Responsibilities Relating to GUARDIAN RFID OnDemand Availability.
 - (i) Whenever the Customer experiences Downtime, the Customer will follow the support process defined in Section 10. 2 (b) of the Agreement.
 - (ii) The Customer may document, in writing, all Downtime that is experienced during each calendar quarter throughout the Term. The Customer may deliver such documentation for any given calendar quarter to GUARDIAN RFID within thirty (30) days of that quarter's end. The documentation may include the supporting incident number(s) and corresponding Downtime(s) experienced.
- (d) GUARDIAN RFID OnDemand Availability Attainment Targets and Actuals. Every calendar quarter, GUARDIAN RFID will compare confirmed Unscheduled Downtime to the GUARDIAN RFID OnDemand Availability Attainment target and actual amounts listed in the table below. If the actual Attainment does not meet the target Attainment, as shown in the table below, the corresponding Customer Relief, as shown below, will apply on a quarterly basis throughout the Term:

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Target	Actual	Customer Relief
99.99%	<99.99%	<p>Will be deemed to be a Notice of Non-Conformity, which will be deemed (i) to have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is $\geq 99.99\%$, or (ii) to not have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is $< 95\%$.</p> <p>In situations where a Notice of Non-Conformity is deemed not to have been corrected due to the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability being $< 99.99\%$, the Customer will be entitled to terminate the Agreement under Section 10.3 of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.</p>

10.3 GUARDIAN RFID OnDemand Cloud Server Recovery

In the event of a Disaster, GUARDIAN RFID will recover the Customer's data (including Resident Data) and continue to provide GUARDIAN RFID OnDemand at a recovered or alternate operational data center within the times defined in the table below following the start of such Disaster. GUARDIAN RFID will also provide Customer Relief, as shown below, to the Customer for any calendar quarter where the RPO or RTO targets are not met.

	Actual	Customer Relief
RPO	>2 Hours	<p>Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 18(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.</p>
RTO	>4 Hours	<p>Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 18(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.</p>

10.4 Incident Priorities, Characteristics, and Resolution

- (a) Incident Tracking. In the event of an issue with the GUARDIAN RFID requiring support, the Customer will contact GUARDIAN RFID in accordance with the Agreement. Each support

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incident is logged using GUARDIAN RFID's enterprise workflow management system, given a unique case number, and assigned a support representative.

- (b) **Incident Priority.** Each support incident is assigned a priority level, which corresponds to the Customer's needs and deadlines. GUARDIAN RFID and the Customer will work together to reasonably set the priority of each support incident pursuant to the table below. The primary goals of the table below are to (i) guide the Customer toward clearly understanding and communicating the importance of the issue, and (ii) describe the generally expected response and resolution targets in the production environment. References to a "confirmed support incident" mean that GUARDIAN RFID and the Customer have successfully validated and set the priority for the reported support incident.

Priority	Characteristics Incident	Resolution Target
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the Customer's remote locations; or (c) systemic loss of multiple essential system functions.*	GUARDIAN RFID will provide an initial response to Priority Level 1 incidents within one (1) hour of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within eight (8) hours.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	GUARDIAN RFID will provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within five (5) business days.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	GUARDIAN RFID will provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which will occur at least quarterly.
4 Low	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not	GUARDIAN RFID will provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID

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	qualify as any other Priority Level.	will use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.
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** Examples include: inability to create activity logs in database, and/or inability to access GUARDIAN RFID OnDemand (excluding Internet access or Wi-Fi issues).*

11. DATA PROTECTIONS

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

a. The Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.

b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.

c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents, or employees – be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

11.1 Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

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11.2 Security Incident Or Data Breach

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

- a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law, or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law, or contained in the contract.
- b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

11.3 Breach Responsibilities

- 11.3.1 This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.
- 11.3.2 The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 11.3.3 The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
 - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - b. promptly implement necessary remedial measures, if necessary; and
 - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 11.3.4 Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:
 - a. the investigation and resolution of the Data Breach;
 - b. notifications to individuals, regulators or others required by State law;
 - c. a credit monitoring service required by State (or federal) law;

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- d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

12. SOFTWARE AGREEMENT

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement.

13. ADMINISTRATIVE SERVICES

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

14. TRAINING

The Contractor shall provide Training Services as outlined in Exhibit B: Deliverables

15. MERCHANT CARD SERVICES

The Contractor shall provide the following Merchant Card Services: Not Applicable

16. TERMS AND DEFINITIONS

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

17. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. 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 the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2. TRAVEL EXPENSES

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. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. SHIPPING FEES

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

4. INVOICING

The Contractor 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. The Contractor 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.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

5. INVOICE ADDRESS

Invoices may be sent to:

Department of Corrections
Financial Services
PO Box 1806
Concord NH 03302

6. PAYMENT ADDRESS

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

7. OVERPAYMENTS TO THE CONTRACTOR

The Contractor 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.

8. CREDITS

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

9. PROJECT HOLDBACK

Not Applicable.

10. PAYMENT SCHEDULE

10.1 Contract Type

10.1.1 Activities / Deliverables / Milestones Pricing

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

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FEE PAYMENT SCHEDULE

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

Fee Type*	Event Occurrence	Amount
First 25% of Initial Term Fee for Year One	Contract Execution	\$139,218.27
Second 25% of Initial Term Fee for Year One	Access to GUARDIAN RFID OnDemand prior to the Go-Live Date	\$139,218.27
Third 25% of Initial Term Fee for Year One	Delivery of Hardware	\$139,218.27
Final 25% of Initial Term Fee for Year One	Go-Live Date	\$139,218.27
Initial Term Fee for Year Two	First-year anniversary of the Go-Live Date	\$339,294
Initial Term Fee for Year Three	Second-year anniversary of the Go-Live Date	\$339,294

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

10.1.2 Year 1 Pricing and System Renewal Fee Pricing

Year 1 Pricing

PRICE QUOTE				
PRODUCT	CATEGORY	QTY	PRICE	LINE TOTAL
Mission Command	Technology-Software	1	115,685.00	115,685.00
Command Cloud AWS GovCloud	Professional Services	1	99,985.00	99,985.00
Mobile Command XR	Technology-Software	135	700.00	94,500.00
Operational Intelligence	Technology-Software	1	26,635.00	26,635.00
Academy Unlimited	Technology-Software	1	10,000	10,000
SPARTAN 3/Lease	Technology-Hardware	135	700.00	94,500.00
Hard Tags	Technology-Hardware	1,800	20.00	36,000
RFID Cards (200 ID cards per box)	Technology-Hardware	58	300.00	17,400.00
RFID Card Clips	Technology-Hardware	81	30.00	2,430.00
RFID Activator	Technology-Hardware	6	325.00	1,950.00
Implementation	Professional Services	1	32,615.00	32,615.00
Training/Go-Live (Days)	Professional Services	14	2,000.00	28,000.00
Showcase Partner Credit	Credit	1	-13,746	-13,746
Shipping and Handling	Professional Services	1	10,919.08	10,919.08
TOTAL				\$556,873.08

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System Renewal Fee Pricing

PRICE QUOTE				
PRODUCT	CATEGORY	QTY	PRICE	LINE TOTAL
Mission Command (Cloud Storage/Web Platform)	Technology- Software	1	92,548.00	92,548.00
AWS GovCloud	Professional Services	1	56,688.00	56,688.00
Mobile Command XR	Technology- Software	135	550.00	74,250.00
Spartan 3 (Future Proof)	Technology- Hardware	135	700.00	94,500.00
Operational Intelligence	Technology- Software	1	21,308.00	21,308.00
TOTAL				\$339,294.00

10.1.3 Software Operations, Maintenance and Support Pricing

Operations, maintenance, and support is included for the term of the contract as described in Attachment B: OPERATIONS, MAINTENANCE AND SUPPORT

10.1.4 Hosting Pricing

Hosting environment will be provisioned by vendor in AWS GovCloud for the term of the contract.

10.1.5 Other Cost Pricing

Contract includes a contingency set aside of \$400,000.00 for change requests and any additional hardware, software or work deemed necessary to successfully complete the project and implement the mobile device system to meet the needs of TAPP and DOC.

10.1.6 Implementation Pricing Summary

Installation, implementation and support are priced for a three-year term at \$1,235,461.08. An additional \$400,000.00 is available on contingency. Total cost not to exceed \$1,635,461.08.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

10.1.7 Additional Purchase Pricing

SKU	Product: Product Name	Type	List Price	Renewal Price
Consumables				
01u0d00000JnrTS	GUARDIAN RFID® Extra-Wide RFID Insert (500 / bag)	Consumable	\$375.00	n/a
01u0d00000JnrTO	GUARDIAN RFID® Extra-Wide Wristband Fastener (500 / bag) - Plastic	Consumable	\$95.00	n/a
01u0d00000JnrTP	GUARDIAN RFID® Extra-Wide Wristband Fastener (525 / bag) - Metal	Consumable	\$80.00	n/a
01u0d00000JnrTQ	GUARDIAN RFID® Extra-Wide Wristband Fastener Crimper	Consumable	\$125.00	n/a
01u0d00000JnrTN	GUARDIAN RFID® Extra-Wide Wristbands (450 / box) - Metal Fastener - Choice of 9 Colors	Consumable	\$675.00	n/a
01u0d00000JnrTF	GUARDIAN RFID® Extra-Wide Wristbands (450 / box) - Plastic Fastener - Choice of 9 Colors	Consumable	\$675.00	n/a
Hardware				
01u0d00000JnrT4	GUARDIAN RFID® Hard Tag™	Hardware	\$20.00	
01u0d00000JnrTN	GUARDIAN RFID® Hard Tag™ Spacer	Hardware	\$15.00	
01u0d00000JnrFF2	GUARDIAN RFID® Forcefield2™	Hardware	\$2,700.00	
01u0d00000L45Fa	GUARDIAN RFID® SPARTAN 3™ - Lease	Hardware	\$700.00	\$700.00
Professional Services				
01u0d00000JnrSQ	GUARDIAN RFID® Onsite Training (Days)	Prof. Services	\$2,000.00	
Software				
01u0d00000JnrVq	GUARDIAN RFID® Mobile Command™ for SPARTAN™	Software	\$700.00	Tiered

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

1. LICENSE GRANT

As referenced in EXHIBIT C – PRICE AND PAYMENT SCHEDULE, Guardian RFID will provide licensing for supporting functionality for the duration of the contract.

2. SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

3. SOFTWARE AND DOCUMENTATION COPIES

Contractor shall provide the State with an electronic version in both Microsoft Word and PDF formats of the Software's associated Documentation. The State shall have the right to copy the associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. RESTRICTIONS

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

- a. Remove or modify any program markings or any notice of Contractor's 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.

5. VIRUSES

Contractor 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, Contractor will use reasonable efforts to test the Software for viruses.

6. AUDIT

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

7. SOFTWARE NON-INFRINGEMENT

Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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 Contracted Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Contractor control of the defense and any settlement negotiations; and
- c. Gives Contractor 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 Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

Unless specified otherwise in this agreement, Contractor will not indemnify the State if the State alters the Contracted Resources without Contractor's consent or uses it outside the scope of use identified in Contractor's user Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. Contractor 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 Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or services not provided by Contractor without Contractor's consent.

8. CONTROL OF ALL COMPONENT ELEMENTS

Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third parties which may be integrated with the Contractor's deliverables.

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EXHIBIT E – ADMINISTRATIVE SERVICES**

EXHIBIT E – ADMINISTRATIVE SERVICES

1. 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:

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Customer Success Manager	Project Manager	5 Days
First	Director of Jail Ops	DOC CIO	10 Days
Second	Chief of Staff	Assistant Commissioner	10 Days
Third	CEO	Commissioner	15 Days

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

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor 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.

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to 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

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EXHIBIT E – ADMINISTRATIVE SERVICES**

respective obligations under the Contract. Contractor 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. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

4. ACCOUNTING

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

5. AUDIT

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

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"), Contractor understands and agrees to the following rules:

6.1.1. Computer Use

Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

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 Contractor access or attempt to access any information without having the express authority to do so.

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That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

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 Contractor 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 Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.1.2. Email Use

Email 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.” Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

6.1.3. 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 (Statewide Computer Use Policy is available upon request).

6.2 State Website Copyright

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.

6.3 Workspace Requirement

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

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EXHIBIT E – ADMINISTRATIVE SERVICES**

6.4 Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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EXHIBIT F – TERMS AND DEFINITIONS**

EXHIBIT F – TERMS AND DEFINITIONS

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

TABLE F-1	
TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Contract	An 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 documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term.

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EXHIBIT F – TERMS AND DEFINITIONS**

Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency(-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
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.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance, or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use 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 Acceptance.

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Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the 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.

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EXHIBIT F – TERMS AND DEFINITIONS**

State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained, or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the 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 B: <i>Business/Technical Requirements and Deliverables</i> . 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.

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ppb

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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

- a. Exhibit G Business and Technical Requirements – Attachment 1

2. CONTRACTOR CERTIFICATES

- a. Administrative Rules, Policies, Regulations and Policy Procedure Directive
- b. Prison Rape Elimination Act (PREA) of 2003
- c. Criminal Justice Information Service (CJIS) Security Policy
- d. Exhibit G Contractor Certificates – Attachment 2

1. ADMINSTRATIVE RULES, POLICIES, REGULATIONS AND POLICY PROCEDURE DIRECTIVES

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

2. PRISON RAPE ELIMINATION ACT (PREA) OF 2003

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

3. CRIMINAL JUSTICE INFORMATION SERVICE (CJIS) SECURITY POLICY

The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJJ, whether

3. CONTRACTOR OBLIGATIONS

- a. Exhibit G Contractor Obligations – Attachment 3

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Page 52 of 57

Contractor Initials: ppb

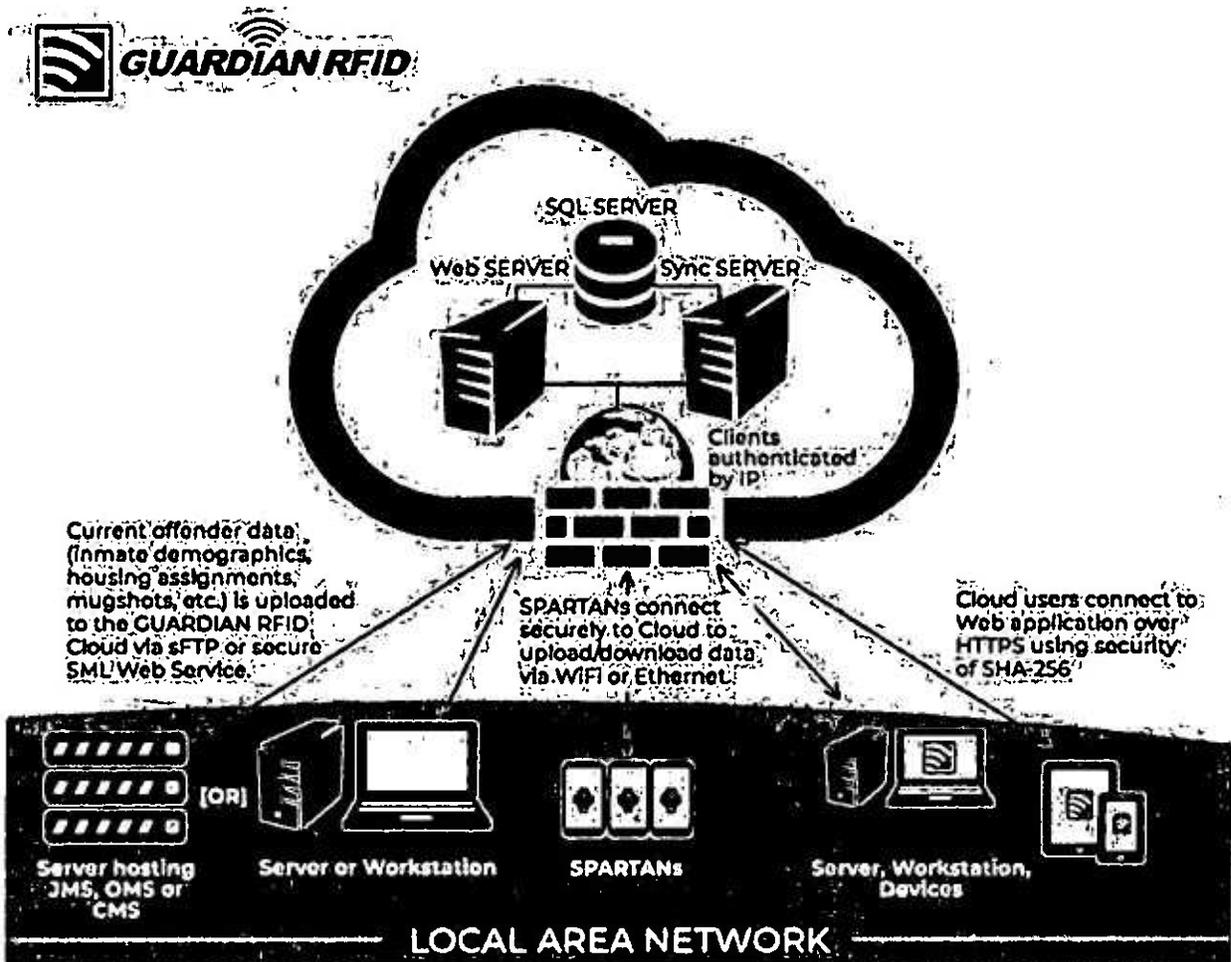
Date: 10/25/2023

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-084 DOC TAPP MOBILE DEVICES
EXHIBIT G – ATTACHMENT 1 – BUSINESS AND TECHNICAL REQUIREMENTS**

EXHIBIT G – ATTACHMENT 1 – BUSINESS AND TECHNICAL REQUIREMENTS

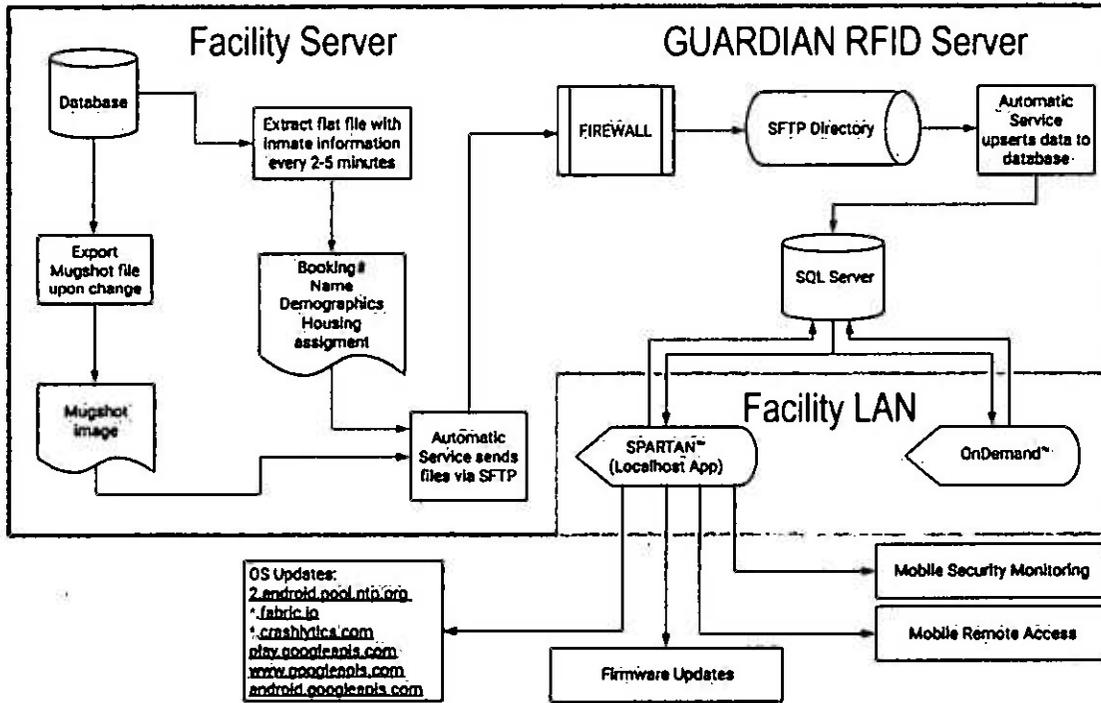
1. OVERVIEW

GUARDIAN RFID is a fully cloud hosted solution. Below are the system diagrams for the GUARDIAN RFID solution.



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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-084 DOC TAPP MOBILE DEVICES
EXHIBIT G – ATTACHMENT 1 – BUSINESS AND TECHNICAL REQUIREMENTS**



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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-084 DOC TAPP MOBILE DEVICES
EXHIBIT G – ATTACHMENT 2 – CONTRACTOR CERTIFICATES**

EXHIBIT G – ATTACHMENT 2 – CONTRACTOR CERTIFICATES

1. ADMINISTRATIVE RULES, POLICIES, REGULATIONS AND POLICY PROCEDURE DIRECTIVES

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:

http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

4. PRISON RAPE ELIMINATION ACT (PREA) OF 2003

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link:

http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

5. CRIMINAL JUSTICE INFORMATION SERVICE (CJIS) SECURITY POLICY

The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJ, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJ. This Policy applies to every individual contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Contractor shall comply with the CJIS policy where applicable to Contractor's services and is located as a separate link:

http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-084 DOC TAPP MOBILE DEVICES
EXHIBIT G – ATTACHMENT 3 – CONTRACTOR OBLIGATIONS**

EXHIBIT G – ATTACHEMENT 3 – CONTRACTOR OBLIGATIONS

1. ADMINISTRATIVE, CONTRACUAL, OR LEGAL REMEDIES

Contracts for more than the simplified acquisition threshold (currently set at \$250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference 2 C.F.R.

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In additional the Contractor understands and agrees that the provision of 31 U.S.C §3801 et seq. apply to this certification and disclosure.

6. BREACH

A breach of the contract clauses above may be grounds form termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R § 5.12.

7. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

8. DEBARMENT AND SUSPENSION

Contracts that exceed \$50,000, the Contractor is required to register in SAM.gov. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. CLEAN AIR ACT

Contracts that exceed \$150,000, the Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Page 56 of 57

Contractor Initials: ppb

Date: 10/25/2023

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-084 DOC TAPP MOBILE DEVICES
EXHIBIT G – ATTACHMENT 3 – CONTRACTOR OBLIGATIONS**

10. PROCUREMENT OF RECOVERD MATERIALS

In accordance with Section 6002 of the Solid waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental protections Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Remainder of this page intentionally left blank.

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 CODEX CORP is a Minnesota Profit Corporation registered to transact business in New Hampshire on September 11, 2023. 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: 941165

Certificate Number : 0006321351



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of September A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation or LLC- Non-specific, open-ended)

Corporate Resolution

I,  hereby certify that I am duly elected Clerk/Secretary/Officer of Codex Corp DBA: Guardian REED. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)
vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 10 25 2023
(Month) (Day) (Year)
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Paul Baze Director of Sales (may list more than
(Name) (Title)

one person) is duly authorized to enter in contracts or agreement on behalf of

Codex Corp DBA: Guardian REED with the State of New Hampshire
(Name of Corporation or LLC)

and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 10-25-2023

ATTEST:  President
(Name and Title)

NH DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

State of New Hampshire Agency Name

Helen E. Hanks
Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

Authorized DOC Representative Title

10/10/2023
Date

Codex Corp. d/b/a GUARDIAN RFID

Contractor Name

Patrick Paul Baze
Contractor Representative Signature

Paul Baze
Authorized Contractor Representative Name

Director of Sales
Authorized Contractor Representative Title

08/29/2023
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdpc

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

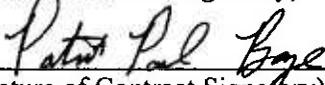
The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Paul Baze Date: 08/29/2023
(Name of Contract Signatory)

Signature: 
(Signature of Contract Signatory)

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Paul Baze



08/29/2023

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Codex Corp. d/b/a GUARDIAN RFID, Director of Sales

Organization and Title of Contractor Representative

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.
- i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
 - (1) knives and knife-like weapons, clubs and club-like weapons,
 - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (4) pornography or pictures of visitors or prospective visitors undressed,
 - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

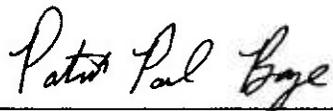
- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Paul Baze		08/29/2023
_____ Name	_____ Signature	_____ Date

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Paul Baze		08/29/2023
Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Paul Baze

Name



Signature

08/29/2023

Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Paul Baze

Name

Paul Baze

Signature

08/29/2023

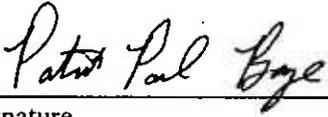
Date

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Paul Baze		08/29/2023
_____ Name	_____ Signature	_____ Date

Sole Source

GUARDIAN RFID
6900 Wedgwood Road North, Suite 325
Maple Grove, MN 55311



Protecting America's Thin Gray Line®
(855) 777-RFID (7343)
guardianrfid.com

March 2, 2023,

John Maddaus
Chief Information Officer
New Hampshire Department of Corrections
281 N State St
Concord, New Hampshire 03301

RE: GUARDIAN RFID® Sole Source Letter for New Hampshire Department of Corrections

Dear John Maddaus:

This letter details our assertions as Sole Source provider of an Officer Experience Platform (OXP) that includes RFID inmate tracking services, mobile electronic documentation, secure cloud hosting, and interface with New Hampshire Department of Corrections Jail Management System.

AUTHORITY AND SUPPORTING RATIONALE AND A DEMONSTRATION OF THE PROPOSED CONTRACTOR'S UNIQUE QUALIFICATIONS TO PROVIDE THE REQUIRED SUPPLY OR SERVICE.

- The use of AWS GovCloud is essential to the Government's requirements because only GUARDIAN RFID can currently meet New Hampshire Department of Corrections requirements for a cloud-based professional services solution.
- GUARDIAN RFID is the one and only source capable of providing the supplies or services required at the level of quality required because the supplies or services are unique or highly specialized.
- GUARDIAN RFID is the only vendor providing these services that are Soc2 Type II compliant. (Summary of Audit Available upon Request)
- GUARDIAN RFID® is the sole owner, developer, designer, producer, and seller of GUARDIAN RFID software and all associated copyrighted materials, thereof. Competition in providing RFID Inmate Tracking software is precluded by the existence of copyrights and proprietary development processes.
- The New Hampshire Department of Corrections is pursuing new technology developed by only GUARDIAN RFID. The company's Officer Experience Platform (OXP) delivers the industry's first AI-powered inmate tracking capability (protected by U.S. patent 10,896,321).





- Only the GUARDIAN RFID Officer Experience Platform delivers AI-powered predictive and prescriptive analytics to achieve 100% irregular round compliance on all cell checks.
- Only the GUARDIAN RFID Officer Experience Platform is delivered via AWS GovCloud where GUARDIAN RFID is a Select Tier Technology Partner | Public Sector. No other provider's cloud platform delivers this high level of security.
- GUARDIAN RFID is the only provider with proven compatibility to integrate with the New Hampshire Department of Corrections' existing offender management system.
- GUARDIAN RFID is a comprehensive system of digital documentation that includes photo and video evidence. No other solution can provide every feature that the New Hampshire Department of Corrections requires in an RFID Electronic Inmate tracking and documentation system.
- GUARDIAN RFID software and system interface are exclusively the rights of GUARDIAN RFID protected by patents. The following patents have been issued to GUARDIAN RFID by the United States Patent and Trademark Office (USPTO):

U.S. patent no. 9,024,754	MONITORING INMATE MOVEMENT WITH RFID	Date of Patent: November 1, 2016
U.S. patent no. 9,024,753	AUTOMATING OFFENDER DOCUMENTATION WITH RFID	Date of Patent: May 5, 2015
U.S. patent no. 9,251,691	SYSTEMS AND METHODS FOR BEHAVIOR MONITORING AND IDENTIFICATION	Date of Patent: July 16, 2016
U.S. patent no. 9,396,447	SYSTEMS AND METHODS FOR MONITORING A HEADCOUNT.	Date of Patent: November 1, 2016
U.S. patent no. 9,483,926	MONITORING INMATE MOVEMENT WITH RFID	Date of Patent: May 5, 2015
U.S. patent no. 10,896,321	MONITORING INMATE MOVEMENT WITH AI	Date of Patent December 29, 2020
U.S. Patent No. 11,574,317	INMATE COMPLIANCE MONITOR	Date of Patent February 7, 2023

- GUARDIAN RFID is the only turn-key software solution designed and supported by GUARDIAN RFID for law enforcement agencies..
- GUARDIAN RFID is the sole provider of factory-authorized warranty service.



GUARDIAN RFID
6900 Wedgwood Road North, Suite 325
Maple Grove, MN 55311



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(855) 777-RFID (7343)
guardianrfid.com

- GUARDIAN RFID is the only provider offering professional training delivered by credentialed former corrections administrators/supervisors.
- No other vendor can provide the services you require due to the proprietary and confidential nature of the GUARDIAN RFID software and database.

All the best,

Jeff Kovar

Jeff Kovar | Account Executive

