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STATE OF NEW HAMPSHIRE  
**DEPARTMENT OF CORRECTIONS**  
**DIVISION OF ADMINISTRATION**  
 P.O. BOX 1806  
 CONCORD, NH 03302-1806  
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HELEN E. HANKS  
 COMMISSIONER

PAUL D. RAYMOND, JR.  
 ASSISTANT COMMISSIONER

58

May 8, 2024

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 Johnson Controls Security Solutions LLC (JCI) (VC #469927), 5757 N. Green Bay Ave, Milwaukee WI 53209 in the amount of \$144,145.44, for the provision of Programmable Logic Controller (PLC) Expert Maintenance Coverage service, effective upon Governor and Executive Council approval for the period beginning July 1, 2024 through June 30, 2026. 100% General Funds.

Funds are available in FY 2025, and are anticipated to be available for FY 2026, upon the continued appropriation of funds in the future operating budget(s) with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

| Johnson Controls Security Solutions LLC |             |             |             |                     |
|---|-------------|-------------|-------------|---------------------|
| Account                                 | Description | FY 2025     | FY 2026     | Total               |
| 02-46-46-465510-66320000-048-500226     | Maintenance | \$72,072.72 | \$72,072.72 | \$144,145.44        |
| <b>Total Contract Amount</b>            |             |             |             | <b>\$144,145.44</b> |

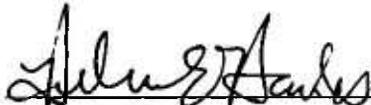
**EXPLANATION**

The NHDOC is requesting a **Sole Source** contract for two (2) years for security and software support services for the NH Correctional Facility for Women (NHCF-W), as they are the only service provider willing to provide the multifaceted solution required to maintain and repair the specialized electronic and computerized security system. In February of 2020, the Department of Administrative Services, Division of Procurement and Support Services issued a Request for Quote (RFQ), #932-20 Security Alarm Monitoring, Maintenance and Repair Services, on behalf of the NHDOC. As a result of the solicitation of the requested services, JCI was the only respondent.

This system is required to maintain digital video communication and management, security control, personal duress, and perimeter and roof motion detection systems that interface to network controllers and electrical control system that monitors the facility.

The contract will provide any necessary repair to the individualized systems, components of the systems, and include required software updates to maintain the computerized security, mechanical and electrical control systems with 24/7 support by the original manufacturer and installer.

Respectfully Submitted,



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Helen E. Hanks  
Commissioner

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**

**1. IDENTIFICATION.**

|  |   |  |   |
|--|---|--|---|
| <b>1.1 State Agency Name</b><br>NH Department of Corrections   |   | <b>1.2 State Agency Address</b><br>P.O. Box 1806<br>Concord, NH 03302                                      |   |
| <b>1.3 Contractor Name</b><br>Johnson Controls Security Solutions LLC (VC# 469927)   |   | <b>1.4 Contractor Address</b><br>5757 N. Green Bay Ave, Milwaukee WI 53209                                 |   |
| <b>1.5 Contractor Phone #</b><br>207-641-7290  | <b>1.6 Account Unit and Class</b><br>02-046-46-465510-66320000-048-500226 | <b>1.7 Completion Date</b><br>June 30, 2026  | <b>1.8 Price Limitation</b><br>\$144,145.44 |
| <b>1.9 Contracting Officer for State Agency</b><br>Heidi Laramie   |   | <b>1.10 State Agency Telephone Number</b><br>603-271-1868  |   |
| <b>1.11 Contractor Signature</b><br><i>Peter LaBarbera</i> Date: 05/06/2024  |   | <b>1.12 Name and Title of Contractor Signatory</b><br>Pete LaBarbera, Regional Security Operations Manager |   |
| <b>1.13 State Agency Signature</b><br><i>Helen E. Hanks</i> Date: 5/8/2024   |   | <b>1.14 Name and Title of State Agency Signatory</b><br>Helen E. Hanks, Commissioner                       |   |
| <b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b><br>By: _____ Director, On: _____        |   |  |   |
| <b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b><br>By: <i>Mike Grand</i> On: <i>May 9, 2024</i> |   |  |   |
| <b>1.17 Approval by the Governor and Executive Council (if applicable)</b><br>G&C Item number: _____      G&C Meeting Date: _____            |   |  |   |

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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.

5.4 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.

6.2 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.

6.3 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.

**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 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 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:

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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.**

19.1 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.

19.2 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.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or 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.

**SERVICE AGREEMENT  
PLC Expert Maintenance  
NH Correctional Facility for Women**

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State"; "NHDOC" or "Department"), and Johnson Controls Security Solutions LLC. ("Contractor" or "JCI") (VC #469927), 35 Progress Ave, Nashua NH 03062.

WHEREAS, the State and the Contractor have agreed for the Contractor for Programmable Logic Controller (PLC) Expert Maintenance Services for the NH Department of Corrections, 42 Perimeter Road, Concord NH 03301.

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

**EXHIBIT A**

**SPECIAL PROVISIONS**

There are no special provisions of this contract.

**EXHIBIT B**

**SCOPE OF SERVICES**

The following is a description of services to be provided by the Contractor for the provision of PLC Expert Maintenance Services for NH Department of Corrections (NHDOC), NH Correctional Facility for Women (NHCF-W), 42 Perimeter Road, Concord NH 03301, as outlined in the Johnson Controls, NHDOC, NHCF-W Agreement, SourceWell Contract # 030421-TIS.

Purpose: Maintenance Service, software subscription services and update/repair services for NHCF-W covered system/equipment to include Software Subscription Agreements (SSA).

Agreement Term: The term of the contract will be for two (2) years from the date of approval and is anticipated to be effective upon Governor and Executive Council (G&C) approval for the period beginning July 1, 2024 through June 30, 2026.

PLC Expert Maintenance Coverage: but not limited to maintain and repair access system to consist of the following:

1. Tier I Agent Technical Support 24/7;
2. First available onsite Service Level Agreement to respond;
3. Remote troubleshooting (40 Hours Center of Judicial Office Control (CJOC) Remote Technical Support per year);

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NH Department of Corrections  
Johnson Controls Security Solutions

Contractor Initials **PL**  
Date **05/06/2024**

4. Labor & Materials;
5. Contingencies;
  - a. Coverage limited to existing installed electronic components/wiring by JCI.
  - b. All services to be provided by JCI Security Domain.
  - c. Coverage failures that are caused by normal wear and tear and/or defective components shall be covered.
  - d. Insurable losses will not be covered (fire, vandalism, deliberate destruction, etc.).
  - e. System must be operational/functional at inception of the PLC System.
    - Any component issues/failures prior to service agreement start date will not be covered
    - Agreement does not cover damage caused by external forces such as, but not limited to, acts of God, water, fire, earthquake, vandalism, negligent behavior, failure due to environmental temperatures which fall outside of manufacturer's recommended operating temperatures, major delays in travel to site outside reasonable travel time, delays caused on site by situations or people outside JCI Control, ground faults, and faulty wiring.

Exclusions

1. Agreement does not cover supporting infrastructure such as, but not limited to, conduit, wiring, raceway and fiber optics.
2. Software or licenses not available to user agreements.
3. Door hardware (mechanical and electrical), alignment and adjustment will not be covered under this agreement.
4. Network switches and ethernet communication systems.

Covered System/Equipment:

- Cabinets - Only related to PLC
- PLC monitoring through Virtual Private Network (VPN) repair for all PLC components
- Graphic User Interface (GUI)
- Control Input/Output (I/O)
- Personal Duress - As related to PLC Control

Tier 1 Expert: Direct replacement of previous Quality Service Plan (QSP) plan for JCI owned and customer owned systems that need labor and material coverage and technical support.

- Labor, Material and 100% of QSP on covered items.
- Technical support 1-800-289-2647 Option 3 or email: [workorder@tyco.com](mailto:workorder@tyco.com).
- Remote troubleshooting by phone agent 24/7 for Tier 1 Support. If remote is not possible, JCI will send JCI technician for on-site to resolve for next day appointment.

Response Time for Materials and Delivery:

1. The Contractor shall maintain or have readily available spare parts throughout the duration of the contract term.
2. Should the Contractor have a delay in parts needed, Contractor shall expedite delivery of materials to restore normal operation and security purposes.
3. Contractor shall provide only replacement parts that are new and have the same quality and brand name that is being replaced (Exception for manufacturers that have a Return Merchandise Authorization (RMA) process).

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4. Substitutions shall be permitted only with prior authorization of the Administrator of Logistics or designee.

Service Call Procedures:

1. Service Procedure:
  - a. The NHDOC will contact JCI notifying them of issue.
  - b. JCI Service Supervisor or Total Service Manager will diagnose service requirements utilizing existing VPN protocol to gain remote access for diagnosis and on-site service requirements.
  - c. JCI response time must be within twenty-four (24) hours of State notification.
  - d. Work to be performed should be done during regular hours, noted below, unless otherwise agreed upon by the State and Contractor.
2. Regular Hour Service Calls: If performed during normal working hours of the work week (8:00 a.m. – 5:00 p.m., Monday – Friday), excluding contractor observed holidays, with appointments scheduled for a minimum of three (3) hour windows supported by a contingency schedule. Services performed outside normal working hours will result in applying after-hour service charges supported by a contingency schedule. Services performed outside normal working hours will result in applying after-hour service charges supported by contingency schedule.
3. After Hour Service Calls: If required, performed, and designated as non-regular business outside of the 8:00 a.m. – 5:00 p.m., Monday – Friday schedule with a four (4) hour minimum service charge for after hour services and/or service calls.
4. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NHDOC for the duration of the contract and notify the Department's Contract Liaison of such individual.
5. NH Department of Corrections Contract Liaison Responsibilities: The NHDOC's Administrator of Logistics, or designee, shall act as liaison between the Contractor and the NHDOC for the duration of the contract.
6. Background Checks: Background checks will be performed by the NHDOC or by the State of New Hampshire Department of Safety (DOS). The Contractor must contact the Administrator of Logistics for further instructions. The NHDOC reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and or subcontractor employees to determine eligibility status and access to all Departmental facilities. The NHDOC will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the following:
  - a. Individuals convicted of a felony.
  - b. Individuals with confirmed outstanding arrest warrants.
  - c. Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Commissioner, or designee, of the NHDOC;
  - d. Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications.
  - e. Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH.
  - f. Individuals with a history of drug diversion.
  - g. Individuals on the National Offender Database.

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- h. Individuals who were a former State of NH employee and/or former contract employee that were dismissed for cause.
  - i. Individuals previously employed with the NHDOC without prior approval of the NHDOC; and
  - j. Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NHDOC.
7. **Tool Inventory:** Any tools to include equipment that the contractor/subcontractor needs to perform the required services shall be inspected and inventoried before entering and leaving the facility.
  8. **Rules and Regulations:** The Contractor agrees to comply with any applicable NHDOC Administrative Rules, Policies, Regulations and Policy and Procedure Directive (PPD's) to include but not limited to PPD 371: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: <https://www.corrections.nh.gov/resources>.
  9. **Prison Rape Elimination Act (PREA) of 2003:** The Contractor/Subcontractor agrees to 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/Subcontractor 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: <https://www.corrections.nh.gov/resources>.
  10. **Subcontractors:** If a subcontractor(s) is/are to be used for any portion of the services provided, prior approval from the NHDOC shall be required. Notification to the Department shall include the name of the subcontractor, brief company profile and a description of the services/functions being subcontracted.
  11. **Insurance:** Contractor shall provide and maintain, at its expense, General Liability, Workers Compensation, Automobile Insurance and Excess Umbrella coverage for the life of the contract. Contractor shall name the NHDOC as additionally insured.

**EXHIBIT C**

**METHOD OF PAYMENT AND CONTRACT PRICE**

The following is a description of the Method of Payment and Contract Price for Johnson Controls Security Solutions LLC.

1. Annual PLC Expert Maintenance is Forty-Two Thousand, Three Hundred Seventy-Two Dollars and Seventy-Two Cents (\$42,372.72).

| Annual PLC Expert Maintenance Fee Schedule |                    |                    |                    |
|--|--------------------|--------------------|--------------------|
|  | FY 2025            | FY 2026            | Total              |
| Period                                     | 7/1/24-6/30/25     | 7/1/25-6/30/26     |                    |
| <b>Total Cost Fiscal Year</b>              | <b>\$42,372.72</b> | <b>\$42,372.72</b> | <b>\$84,745.44</b> |

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2. Warranty/Non-Warranty Service Call Rate Schedule.

| Warranty/Non-Warranty Service Call Rate Schedule |   |                                      |   |   |                                      |
|--|---|--------------------------------------|---|---|--------------------------------------|
| Regular Hour                                     | After Hour  | After Hour                           | Regular Hour  | After Hour  | After Hour                           |
| Warranty Schedule                                |   |                                      | Non-Warranty Schedule                                   |   |                                      |
| Monday-Friday<br>(8:00 am - 5:00 pm)             | Monday - Friday<br>(5:00 pm - 8:00 am) Minimum of 3 hours | Saturday & Sunday Minimum of 3 hours | Monday-Friday<br>(8:00 am - 5:00 pm) Minimum of 4 hours | Monday - Friday<br>(5:00 pm - 8:00 am) minimum of 4 hours | Saturday & Sunday Minimum of 4 hours |
| \$0.00   | \$285/hour  | \$285/hour                           | \$285/hour  | \$405/hour  | \$405/hour                           |

3. Estimated Contingency Budget Schedule: Warranty for Afterhours Service Calls is Twenty Thousand, Five Hundred Twenty Dollars and No Cents (\$20,520.00).

| Estimated Contingency Budget Schedule - Warranty After Hour Service Calls |             |             |             |
|---|-------------|-------------|-------------|
|   | FY 2025     | FY 2026     | Total       |
| Estimated Contingency Budget  | \$10,260.00 | \$10,260.00 | \$20,520.00 |

4. Estimated Contingency Budget Schedule: Non-Warranty Regular/After Hours Services calls is Thirty-Eight Thousand, Eight Hundred Eighty Dollars and No Cents (\$38,880.00).

| Estimated Contingency Budget Schedule - Non-Warranty Regular/After Hour |             |             |             |
|---|-------------|-------------|-------------|
|   | FY 2025     | FY 2026     | Total       |
| Estimated Contingency Budget  | \$19,440.00 | \$19,440.00 | \$38,880.00 |

5. Total Estimated Budget Schedule – PLC Expert maintenance Fee Schedule, Warranty & Non-Warranty Contingency Schedules is One Hundred Forty-Four Thousand, One Hundred Forty-Five Dollars and Forty-Four Cents (\$144,145.44).

a. Quarterly payment for maintenance agreement excluding contingency cost: \$10,593.18.

| Total Estimated Budget Schedule - PLC Expert Maintenance Fee Schedule and Contingency Budget |                    |                    |                     |
|--|--------------------|--------------------|---------------------|
|  | FY 2025            | FY 2026            | Total               |
| Period   | 7/1/24-6/30/25     | 7/1/25-6/30/26     |                     |
| Annual PLC Expert Maint.   | \$42,372.72        | \$42,372.72        | \$84,745.44         |
| Contingency Budget-Warranty  | \$10,260.00        | \$10,260.00        | \$20,520.00         |
| Contingency Budget-Non Warranty  | \$19,440.00        | \$19,440.00        | \$38,880.00         |
| <b>Total Per Fiscal Year</b>   | <b>\$72,072.72</b> | <b>\$72,072.72</b> | <b>\$144,145.44</b> |

Promoting Public Safety through Respect, Dedication and Courage as One Team

6. Invoices: The Contractor, Johnson Controls Security Solutions LLC., shall provide an itemized quarterly invoice thirty (30) days post service date for services rendered.
7. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
8. The NH Department of Corrections will accept invoices in electronic format to expedite payment to: DOC-Financialservices@doc.nh.gov.

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Promoting Public Safety through Respect, Dedication and Courage as One Team

NH Department of Corrections  
Johnson Controls Security Solutions

Contractor Initials **PL**  
Date **05/06/2024**

**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 JOHNSON CONTROLS SECURITY SOLUTIONS LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on July 05, 1995. 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: 233319

Certificate Number: 0006596297



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of March A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State



# State of New Hampshire

## Department of State

### 2024 ANNUAL REPORT

|                           |
|---------------------------|
| Filed                     |
| Date Filed: 2/14/2024     |
| Effective Date: 2/14/2024 |
| Business ID: 233319       |
| David M. Scanlan          |
| Secretary of State        |

|   |
|---|
| BUSINESS NAME: <b>JOHNSON CONTROLS SECURITY SOLUTIONS LLC</b> |
| BUSINESS TYPE: <b>Foreign Limited Liability Company</b>       |
| BUSINESS ID: <b>233319</b>                                    |
| STATE OF FORMATION: <b>Delaware</b>                           |

| PREVIOUS PRINCIPAL OFFICE ADDRESS                      | PREVIOUS MAILING ADDRESS                             |
|--|--|
| 6600 Congress Ave<br>Boca Raton, FL, 33487 - 1213, USA | PO Box 591, X-81<br>Milwaukee, WI, 53201 - 0591, USA |

| NEW PRINCIPAL OFFICE ADDRESS                      | NEW MAILING ADDRESS                                  |
|---|--|
| 5757 N Green Bay Ave<br>Milwaukee, WI, 53209, USA | PO Box 591, X-81<br>Milwaukee, WI, 53201 - 0591, USA |

| REGISTERED AGENT AND OFFICE  |  |
|--|--|
| REGISTERED AGENT: <b>C T Corporation System (1108)</b>                                     |  |
| REGISTERED AGENT OFFICE ADDRESS: <b>2 1/2 Beacon Street Concord, NH, 03301 - 4447, USA</b> |  |

| PRINCIPAL PURPOSE(S)   |                |
|--|----------------|
| NAICS CODE   | NAICS SUB CODE |
| <b>OTHER / Commercial fire protection and electronic security solutions.</b> |                |

| MANAGER / MEMBER INFORMATION |  |           |
|------------------------------|--|-----------|
| NAME                         | BUSINESS ADDRESS                                 | TITLE     |
| Heather Brown                | 6600 Congress Ave, Boca Raton, FL, 33487, USA    | Secretary |
| Heather Brown                | 6600 Congress Ave, Boca Raton, FL, 33487, USA    | Manager   |
| Matthew Burke                | 764 Lakeside Dr, Suite B, Mobile, AL, 36609, USA | Manager   |
| Nate Burke                   | 5757 N Green Bay Ave, Milwaukee, WI, 53209, USA  | Manager   |

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

Title: **Secretary**

Signature: **Heather Brown**

Name of Signer: **Heather Brown**



**DELEGATION OF AUTHORITY CERTIFICATE**

The undersigned, Julie Brandt, President, Building Solutions, pursuant to the authority vested in her by: (i) a Sub-Delegation of Authority from the President of **Johnson Controls, Inc.**, a Wisconsin corporation (“JCI”), dated April 24, 2023, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of **Johnson Controls Fire Protection LP**, a Delaware limited partnership (“JCFP”), dated April 24, 2023, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from **Johnson Controls Security Solutions LLC**, a Delaware limited liability company (“JCSS”), dated April 24, 2023, hereby authorizes:

**Pete LaBarbera**  
**Regional Security Operations Manager**

(the “**Delegate**”) to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

- a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
- b. further sub-delegation of the above acts absent necessary approvals in writing;
- c. the execution of surety, performance or bid bonds;
- d. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
- e. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such **Delegate** within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

**This authority shall remain in full force and effect for one year from the date of issue unless earlier terminated by JCI, JCFP or JCSS or shall automatically terminate upon the end of Delegate’s employment with any affiliated company of Johnson Controls International plc.**

Signed at Milwaukee, Wisconsin, this 13<sup>th</sup> day of May, 2024.

Johnson Controls, Inc. Johnson Controls  
Fire Protection LP, and Johnson Controls  
Security Solutions LLC

Julie Brandt  
President, Building Solutions, NA

ATTESTS:

Steve W. Keane  
Vice President and Assistant Secretary  
Johnson Controls, Inc.

Heather A. Brown  
Vice President and Secretary  
Johnson Controls Fire Protection LP  
Vice President and Assistant Secretary  
Johnson Controls Security Solutions LLC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/05/2024

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

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

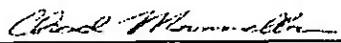
| <b>PRODUCER</b><br>MARSH USA LLC.<br>155 N. WACKER, SUITE 1200<br>Chicago, IL 60661<br>Attn: JCI.Certrequest@marsh.com<br><br>CN101230596--5-23-24* | <b>CONTACT NAME:</b> Marsh   U.S. Operations<br><b>PHONE (A/C, No., Ext):</b> (866) 966-4664<br><b>E-MAIL ADDRESS:</b> JCI.certrequest@marsh.com<br><b>FAX (A/C, No.):</b>  |                               |        |  |       |             |  |             |  |             |  |             |  |             |
|---|---|-------------------------------|--------|--|-------|-------------|--|-------------|--|-------------|--|-------------|--|-------------|
|   | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Old Republic Insurance Company | 24147 | INSURER B : |  | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |  |       |             |  |             |  |             |  |             |  |             |
| INSURER A : Old Republic Insurance Company  | 24147   |                               |        |  |       |             |  |             |  |             |  |             |  |             |
| INSURER B :   |   |                               |        |  |       |             |  |             |  |             |  |             |  |             |
| INSURER C :   |   |                               |        |  |       |             |  |             |  |             |  |             |  |             |
| INSURER D :   |   |                               |        |  |       |             |  |             |  |             |  |             |  |             |
| INSURER E :   |   |                               |        |  |       |             |  |             |  |             |  |             |  |             |
| INSURER F :   |   |                               |        |  |       |             |  |             |  |             |  |             |  |             |

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-010546619-01                      **REVISION NUMBER:** 1

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability<br><input checked="" type="checkbox"/> XCU Included<br>GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | MWZY 313947-23  | 10/01/2023              | 10/01/2024              | EACH OCCURRENCE \$ 5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000<br>MED EXP (Any one person) \$ 50,000<br>PERSONAL & ADV INJURY \$ 5,000,000<br>GENERAL AGGREGATE \$ 20,000,000<br>PRODUCTS - COM/OP AGG \$ INC IN GEN AGG |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | MWTB 313946-23 (Excludes New Hamp)<br>MWTB 313949-23 (Primary NH \$250k)<br>MWZX 313950-23 (Excess NH \$4.75mm)<br>Excess NH Auto is Follow Form to Primary NH Auto | 10/01/2023              | 10/01/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED \$      RETENTION \$   |           |          |   |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | MWC 313943-23 (AOS - see page 2)<br>MWXS 313944-23 (OH & WA)  | 10/01/2023              | 10/01/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The State of NH, NH Department of Corrections is/are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>State of New Hampshire<br>Attn: NH Department of Corrections<br>PO Box 1806<br>Concord, NH 03302 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>of Marsh USA LLC<br><br> |
|---|---|



**ADDITIONAL REMARKS SCHEDULE**

|                                 |                  |  |
|---------------------------------|------------------|--|
| <b>AGENCY</b><br>MARSH USA LLC. |                  | <b>NAMED INSURED</b><br>Johnson Controls US Holdings, Inc.<br>Johnson Controls, Inc.<br>Tyco International Holding S.a.r.l.<br>SimplexGrinnell LP (see attached Acord 101)<br>5757 North Green Bay Avenue<br>Milwaukee, WI 53209 |
| <b>POLICY NUMBER</b>            |                  |  |
| <b>CARRIER</b>                  | <b>NAIC CODE</b> |  |
| <b>EFFECTIVE DATE:</b>          |                  |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

**WORKERS COMPENSATION:**

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

**PRIMARY COVERAGE:**

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

**WAIVER OF SUBROGATION:**

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

**ADDITIONAL INSURED - AUTOMOBILE LIABILITY:**

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

**ADDITIONAL INSURED - GENERAL LIABILITY:**

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

**ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE**

The General Liability Insurance includes insurance for ongoing operations and completed operations.

**LIMIT OF LIABILITY:**

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:**

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advance notice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

**NAMED INSURED:**

Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Logix, LLC; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Oolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC; Senelco Iberia, Inc.; Sensomatic Asia/Pacific, Inc.; Sensomatic Electronics (Puerto Rico) LLC; Sensomatic Electronics, LLC; Sensomatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Integrated Solutions; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A**

|   |                                 |                                      |   |
|---|---------------------------------|--------------------------------------|---|
| Named Insured<br>Johnson Controls US Holdings LLC |                                 |                                      | Endorsement Number                        |
| Policy Prefix                                     | Policy Number<br>MWZY 313947.23 | Policy Period<br>10/01/23 - 10/01/24 | Effective Date of Endorsement<br>10/01/23 |
| Issued By<br>Old Republic Insurance Company       |                                 |                                      |   |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

**Location And Description Of Completed Operations:**

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

GL 288 002 1012

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2**

|   |                                 |                                      |   |
|---|---------------------------------|--------------------------------------|---|
| Named Insured<br>Johnson Controls US Holdings LLC |                                 | Endorsement Number                   |   |
| Policy Prefix                                     | Policy Number<br>MWZY 313947 23 | Policy Period<br>10/01/23 - 10/01/24 | Effective Date of Endorsement<br>10/01/23 |
| Issued By<br>Old Republic Insurance Company       |                                 |                                      |   |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

**Location(s) Of Covered Operations:**

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

GL 289 001 1012

**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 NH-Department of Corrections

State of New Hampshire Agency Name

  
Signature of Authorized Representative

Helen E. Hanks

Authorized DOC Representative Name

Commissioner

Authorized DOC Representative Title

5/8/2024  
Date

Johnson Controls Security Solutions LLC

Contractor Name

Peter LaBarbera

Contractor Representative Signature

Pete LaBarbera

Authorized Contractor Representative Name

Regional Operations Manager

Authorized Contractor Representative Title

05/06/2024

Date

**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.

Pete LaBarbera / Peter LaBarbera

05/06/2024

Printed Name/Signature of Contractor Employee

Date

Pete LaBarbera / Peter LaBarbera

05/06/2024

Printed Name/Signature of Contractor Representative

Date

Johnson Controls Security Solutions LLC / Regional Operations Manager

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.

Pete LaBarbera

Name

*Peter LaBarbera*

Signature

05/06/2024

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.

Pete LaBarbera

Name

Peter LaBarbera

Signature

05/06/2024

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.

**Pete LaBarbera**

\_\_\_\_\_  
Name

*Peter LaBarbera*

\_\_\_\_\_  
Signature

**05/06/2024**

\_\_\_\_\_  
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/nhdoc

HELEN E. HANKS  
COMMISSIONER

LISA M. STONE  
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): Pete LaBarbera Date: 05/06/2024  
(Name of Contract Signatory)

Signature: Peter LaBarbera  
(Signature of Contract Signatory)



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS

**ACKNOWLEDGEMENT OF PRISON RAPE ELIMINATION ACT EDUCATION /  
INFORMATION PURSUANT TO PPD 379.00 and 28 CFR 115.32 FOR LEVEL III  
CONTRACTORS & NH STATE EMPLOYEES<sup>1</sup>**

The Prison Rape Elimination Act (PREA) is a federally mandated initiative to prisons, jails, and those who supervise offenders in the community to establish a **zero - tolerance** policy against sexual assault on residents within those systems. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault, sexual harassment, or abusive sexual contact; and,
- Staff sexual abuse, sexual harassment

PREA aims to curb prison rape through a "zero tolerance" policy, as well as through research and information gathering. The New Hampshire Department of Corrections (NHDOC) has zero tolerance relating to the sexual assault/rape of residents and recognizes residents who are sexually abused or sexually harassed 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" policy to the following:

- Contractor/subcontractor sexual abuse, sexual harassment, and/or assault of a resident
- Other State agency employee sexual abuse, sexual harassment, and/or assault of a resident

As a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, I acknowledge that I have been provided information on the Prison Rape Elimination Act (PREA), and have been informed that as a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, sexual conduct between myself and a resident is prohibited. Sexual harassment or sexual misconduct involving a resident may also be a violation of RSAs 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As contractor and/or subcontractor of the NHDOC, or another agency of the State of New Hampshire, I understand that I shall inform all employees of the contractor and/or subcontractor, or employees of another state agency, to adhere to all policies relating to: PREA, RSAs 632-A:2, 632-A:3 and 632-A:4, and the departmental policies including NHDOC PPD 379, NHDOC Administrative Rules, Conduct and Confidentiality information regarding my conduct, reporting of incidents and treatment of those under supervision of the NH Department of Corrections (Ref. RSA Chapter 632-A, NHDOC PPD 379 and Administrative Rules, Rules of Conduct for persons Providing Contract Services, Confidentiality of Information Agreement).

Name: Pete LaBarbera Date: 05/06/2024

Signature: Peter LaBarbera Company/Organization: Johnson Controls Security Solutions LLC

<sup>1</sup> All Departments Other than NH Department of Corrections employees



**This Proposal is in Compliance with Sourcewell**



**Contract# 030421-TIS**



**Proposal for  
New Hampshire Dept of Corrections  
“PLC Expert Maintenance”  
42 Perimeter Rd  
Concord, NH 03301  
03/06/2024**

This Johnson Controls Security Solutions LLC Proposal (the “Proposal”) contains Johnson Controls proprietary and business confidential information and may not be shared with third parties without the prior written consent of Johnson Controls. The system design and specified equipment are subject to final approval by your local fire department or other authority having jurisdiction. This Proposal is valid for a period of thirty (30) days from the above date and any deletions or additions to this Proposal may result in changes to the pricing and/or terms and conditions.

• **Inquiries regarding this proposal may be directed to:**

**Rick Strout**

Johnson Controls Security Solutions  
Mobile Phone #: 207-641-7290  
Email: [richard.james.strout@jci.com](mailto:richard.james.strout@jci.com)

**Roscoe Grant**

Johnson Controls Security Solutions  
Mobile Phone #: 207-766-8289  
Email: [roscoe.grant@jci.com](mailto:roscoe.grant@jci.com)



New Hampshire Dept of Corrections  
42 Perimeter Rd  
Concord, NH 03301  
Estimate Name:

NHDOC.3Mcguire.PLC.2yearEXPMaint.DEC2023  
State of New Hampshire Sourcwell Member ID# 101125  
Estimate 1-7SEPILW

DATE 03/06/2024

Dear NH DOC:

Thank you for allowing Johnson Controls Security Solutions LLC (Johnson Controls) the opportunity to provide New Hampshire Dept of Corrections with our proposal for NHDOC PLC EXPERT Maintenance service.

As an industry leader, Johnson Controls' desire is to bring experience, industry insight and value to our customers by providing solutions that deliver lasting results while help keeping risk to a minimum. Your business is our business and helping to reduce your losses while improving operations means Johnson Controls is consistently evaluating your issues and needs.

Johnson Controls provides integrated security solutions to businesses like yours throughout the world. In North America, Johnson Controls maintains over 200 full-service brick and mortar offices, staffed by more than 10,000 company-trained employees, including over 3,700 service personnel. With unparalleled presence across the U.S., Johnson Controls service and installation teams are specially trained and focused on our technology offerings.

We are proud of our history, financial strength and depth and breadth of services we offer and I look forward to discussing our proposal with you and showing you why Johnson Controls is the premier leader in the electronic security industry.

We offer you our personal commitment to help ensure Johnson Controls meets your business needs.

Sincerely,

Roscoe Grant & Rick Strout  
Commercial Business Solutions

License Information: AL 2016/17-1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913,

A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 **MS 15024088, 19530-SC** NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 - Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291.

See a comprehensive list of licenses on <http://www.johnsoncontrols.com>. **California Customers Only:** Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.



New Hampshire Dept of Corrections  
42 Perimeter Rd  
Concord, NH 03301  
Estimate Name:  
NHDOC.3Mcguire.PLC.2yearEXPMaint.DEC2023  
State of New Hampshire Sourcewell Member ID# 101125  
Estimate 1-7SEPILW

## SCOPE OF WORK

1. Contact Information: LORETTA RAZIN  
603-271-7602  
loretta.m.razin@das.nh.gov
  
2. System Operation: PLC Expert Maintenance Coverage: but not limited to install and maintain access system to consist of the following:
  1. Tier1Agent Technical Support 24/7
  2. Annual Technology Assessment upon request by NHDOC to be provided by account manager
  3. First available onsite SLA
  4. Remote troubleshooting (40 Hours CJOC Remote Technical Support per year)
  5. Labor & Materials
  6. Contingencies
    - a. Coverage limited to existing installed electronic components/wiring by Johnson Controls
    - b. All services to be provided by JCI Security Domain
    - c. Coverage failures caused by normal wear and tear and/or defective components
    - d. Insurable losses will not be covered (fire, vandalism, deliberate destruction, etc.)
    - e. System must be operational/functional at inception of the PLC System.
      - Any component issues/failures prior to service agreement start date will not be covered
      - Agreement does not cover damage caused by external forces such as, but not limited to, acts of God, water, fire, earthquake, vandalism, negligent behavior, failure due to incorrect room temperature, major delays in travel to sight outside reasonable travel time, delays caused on site by situations or people outside JCI Control, ground faults, and faulty wiring.
  7. Exclusions
    - Agreement does not cover supporting infrastructure such as, but not limited to, conduit, wiring, raceway and fiber optics.
    - Software or licenses
    - Door hardware (mechanical and electrical), alignment and adjustment will not be covered under this agreement.
    - Network switches and Ethernet communication systems.
  
3. Site Conditions: EXISTING BUILDING NOT UNDER CONSTRUCTION.
  
4. Existing Equipment: Covered System/Equipment:
  - Cabinets—Only related to PLC
  - Programmable Logic Controller (PLC) Monitoring



New Hampshire Dept of Corrections  
42 Perimeter Rd  
Concord, NH 03301  
Estimate Name:  
NHDOC.3Mcguire.PLC.2yearEXPMaint.DEC2023  
State of New Hampshire Sourcewell Member ID# 101125  
Estimate 1-7SEPILW

- Graphic User Interface (GUI)
- Control Input/Output (I/O)
- Personal Duress—As related to PLC Control

See "Bill of materials" for specifics

5. Customer Expectations:

Service Call Procedures:

1. Service Procedure:
  - a. NHDOC contacts Johnson Controls at 800-289-2647 option 3 or email workorder@tyco.com
  - b. Johnson Controls Service Supervisor or Total Service Manager will diagnosis service requirement utilizing existing VPN protocol to gain remote access for diagnosis and on-site service requirements.
  - c. Johnson Controls schedules technician for on-site service per service response time definitions, above.
2. Regular Hour Service Calls: If required, performed during normal working hours of the work week (8:00 a.m. – 5:00 p.m., Monday – Friday), excluding contractor observed holidays, with appointments scheduled for a minimum of four (4) hour windows supported by a contingency schedule. Services performed outside normal working hours will result in applying after-hour service charges supported by a contingency schedule.
3. After Hour Service Calls: If required, performed, and designated as non-regular business outside of the 8:00 a.m. – 5:00 p.m., Monday – Friday schedule with a two (2) hour minimum service charge for after hour services and/or service calls.

6. General Comments:

Tier 1 Expert: Direct replacement of previous QSP plan for JCI owned & Customer owned systems that need labor & material coverage and technical support.

- Labor, Material and 100% of QSP on covered items
- Technical support 1-800-289-2647 Option 3
- Remote Troubleshooting (Requires JCI technician onsite)

Response Time for Materials and Delivery:

- The Contractor shall maintain or have readily available spare parts throughout the duration of the contract term.
- Should the Contractor have a delay in parts needed, Contractor shall expedite delivery of materials to restore normal operation and security purposes.
- Contractor shall provide only replacement parts that are new and have the same quality and brand name that is being replaced (Exception for manufacturers that have an RMA process)
- Substitutions shall be permitted only with prior authorization of the Administrator of Logistics or designee.

7. Customer Responsibilities /

CONTINGENCIES:



New Hampshire Dept of Corrections  
42 Perimeter Rd  
Concord, NH 03301

Estimate Name:  
NHDOC.3Mcguire.PLC.2yearEXPMaint.DEC2023  
State of New Hampshire Sourcewell Member ID# 101125  
Estimate 1-7SEPILW

**Tyco Exclusions:**

- Coverage limited to existing electronic components and wiring installed by JCI Fire Domain.
  - Coverage is for failures caused by normal wear and tear and/or defective components.
  - Insurable losses will not be covered( fire, vandalism, deliberate destruction, etc.)
  - System must be operational and functional at inception of the PLC System(Any component issues/failures relative to initial deployment will not be covered)
- 
- Agreement does not cover damage caused by external forces such as, but not limited to, acts of God, water, fire, earthquake, vandalism, negligent behavior, failure due to incorrect room temperature, major delays in travel to site outside reasonable travel times, delays caused on site by situations or people outside Johnson Controls control, ground faults and faulty wiring.
  - Agreement does not cover supporting infrastructure such as, but not limited to, conduit, wiring, raceway, and fiber optics.
  - Software not available via user agreements and/or online.
  - Door hardware (mechanical and electrical), alignment and adjustment will not be covered under this agreement.
  - Door locks – hardware
  - Jail Doors
  - Network switches and Ethernet communication system



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## BILL OF MATERIALS

| QTY | PRODUCT CODE | DESCRIPTION   | LOCATION |
|-----|--------------|---|----------|
| 5   | API Product  | Omron Power Supply, 120VAC Omron PLC CPU  |          |
| 5   | API Product  | CS1W-EIP21 Omron Ethernet Module  |          |
| 9   | API Product  | CS1W-ID261 Omron 64 Point Input Module  |          |
| 9   | API Product  | CS1W-ID261 Omron 64 Point Input Module  |          |
| 352 | API Product  | 2966317 Phoenix Contact Input Relay (DPS)   |          |
| 240 | API Product  | 2967620 Phoenix Contact 30A SPDT Output Relay (Lock)                                      |          |
| 96  | API Product  | 2967060 Phoenix Contact DPDT Output Relay (Audio)   |          |
| 112 | API Product  | 2967060 Phoenix Contact DPDT Output Relay (Audio)   |          |
| 20  | API Product  | ATM-10 Bussmann 10A Fuse  |          |
| 230 | API Product  | ATM-5 Bussman 5A Fuse   |          |
| 9   | API Product  | 2902994 Phoenix Contact UNO-PS/1AC/24DC/90W Power Supply                                  |          |
| 10  | API Product  | 2938604 Phoenix Contact Mini 3.8Amp Class 2 Power Supply                                  |          |
| 7   | API Product  | Dell Optiplex Touchscreen Workstation   |          |
| 3   | API Product  | EDGER-01-U-20 (1.5k) Indusoft AvevaRT1.5Ktag1TC-VUP                                       |          |
| 3   | API Product  | EDGER-04-U-20 (4k) Indusoft AvevaRT4Ktag1TC-VUP   |          |
| 2   | API Product  | EDGER-16-U-20 (16k) Indusoft AvevaRT16Ktag1TC-VUP   |          |
| 8   | API Product  | EDGE-HK-02-N Indusoft Hard Key  |          |
| 5   | API Product  | E351806 ELO 2402L 24" Touch Monitor w/Stand   |          |
| 2   | API Product  | E351997 ELO 2702L 27" Touch Monitor w/Stand   |          |
| 4   | API Product  | DCC-S100-4040-E100-MDIP Harding Instruments Digital Communication Controller              |          |
| 1   | API Product  | DCE-S100-4041-E1 Harding Instruments Digital Communication Expander w/ LED Card           |          |
| 3   | API Product  | DCE-S100-4040-E1 Harding Instruments Digital Communication Expander                       |          |
| 5   | API Product  | IMS-641-1 Harding Instruments VoIP Intercom Master Station                                |          |
| 7   | API Product  | TMM-641-111-1 Harding Instruments VoIP Touchscreen Master Station                         |          |
| 223 | API Product  | ICE-420-217-000 Harding 2 Wire, 2 Gang, 1 Std. switch Intercom Station (Interior)         |          |
| 12  | API Product  | ICE-420-227-000 Harding 2 Wire, 2 Gang, 1 Std. switch Intercom Station (Exterior)         |          |
| 2   | API Product  | ICE-620-217-000 Harding VOIP, 2 Gang, 1 Std. switch CAT6 Intercom Station (Door C2.101b)  |          |
| 1   | API Product  | ICE-421-CUS-108 Harding 2 Wire, 2 Gang, 2 Std. switches & LED Intercom Station (Interior) |          |



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 Estimate 1-7SEPILW

| QTY | PRODUCT CODE                              | DESCRIPTION  | LOCATION |
|-----|---|--|----------|
| 69  | API Product                               | C10AT72 Atlas Sound 8" Dual Cone Loudspeaker with 25V/70.7V Transformer                        |          |
| 4   | API Product                               | AP-15T Atlas Sound Omni-Purpose 15 W Loudspeaker/Horn  |          |
| 1   | API Product                               | 5-ERS04101 EIRIS Base Package for Elpas, 3 Client, 10 Elpas Reader License                     |          |
| 10  | API Product                               | 5-ERS04201 Incremental License for additional 16 Elpas Readers                                 |          |
| 50  | API Product                               | 5-LW241037-0 Lone Worker Fall Detect, IR/RF/LF   |          |
| 10  | API Product                               | 5-LW009800-0 Lone Worker Belt Clip (Pack of 5)   |          |
| 10  | API Product                               | 5-LW009700-0 Lone Worker Pull Cord (Pack of 5)   |          |
| 16  | API Product                               | 5-RFB00433-1 RF Reader, BUS, 433MHz, Ceiling   |          |
| 16  | API Product                               | 5-RFB10433-5 RF Reader, BUS, 433MHz, Wall  |          |
| 13  | API Product                               | 5-ELC10433-3 ELPAS Local Controller, Wall, 433MHz, I/O (7/5)                                   |          |
| 71  | API Product                               | 5-IRB00880 IR Reader, RS-485, Ceiling  |          |
| 44  | API Product                               | 5-ALC01021-0 LF Bus Beacon, No RF, 4.5M, 125kHz  |          |
| 14  | API Product                               | 5-RDT09100 Reader Mounting Bracket (5 units)   |          |
| 4   | API Product                               | 5-RDT09113 Reader Surface-Mount Plastic Ring (5 units)   |          |
| 50  | API Product                               | 5-JBA10485 RS-485 Junction Box, 4 RJ11 Ports   |          |
| 4   | API Product                               | 5-ELC00433-4 RF Reader, IP, 433MHz, ELC, Outdoor   |          |
| 4   | API Product                               | 5-CBL00201 Coax Cable 3.0M/10 Ft for Omni-Directional / Yagi Antennas                          |          |
| 3   | API Product                               | 5-AN004303 Long-Range Yagi Directional Antenna   |          |
| 1   | API Product                               | 5-AN004305-1 Long-Range Omni-Directional Antenna + MBCN  |          |
| 5   | API Product                               | C200HW-PA204 Omron Power Supply, 120VAC  |          |
| 1   | Profile Codes Access Control Configurator | Profile Codes  |          |
| 1   | 10  | Transmission - None  |          |
| 1   | 10  | Account Management - None  |          |
| 1   | 10  | Guard Response and Training - None   |          |
| 1   | 65  | Access Control   |          |
| 1   | Standard Estimate                         | This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech |          |
| 1   | 90  | Expert Maintenance PROVIDED / Inspections NOT PROVIDED   |          |



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**Outright Sale Option**

Provides your business with ownership of the electronic security equipment upon purchase.

Installation Investment Package: \$0.00  
Total Monthly Payment Including Preferred Services: \$ 3,531.06/month.

Billed for 2-year term.

*Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act ("PWA") applies. If this is incorrect, please advise in writing before submittal of a purchase order and provide the applicable wage determination and we will provide a revised quote.*

*Note #2: This proposal DOES NOT include any applicable Local, State or Federal taxes.*

*Note #3: Customer to provide Power and Telco Communications*

*Note #4: Price includes a One Year Warranty on Material & Labor. Warranty is Standard Warranty only & any upgraded maintenance packages are not covered under this warranty*

*Note #5: Any award resulting from this proposal that is over \$10,000 or over 30 days from start to completion will be eligible for progress billing*

*Note #6: Please include Sourcewell Contract# 030421-TIS on your Purchase Order*



# Enhanced Tiered Services for Security Customers

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The power behind your mission

Johnson  
Controls 

# Access Control

| ACCESS CONTROL  | Optimum   | Expert   | Enhanced   | Essential                |
|---|---|--|--|--------------------------|
| <b>Customer Segment Description</b>                           | Complex, high dollar customers with mission critical service level expectations | Direct replacement of previous QSP plan for JCI-owned & Customer owned systems that need labor & material coverage | Budget conscious plan for customer owned systems only to increase plan take rate |                          |
| <b>Relationship Price</b>                                     | Labor, Material, Services<br>130% of QSP + \$1K                                 | Labor, Material<br>100% of QSP   | Labor Only<br>80% of QSP   | LSM Only<br>Standard L&M |
| Tier 1 agent technical support @ general 800#                 |   |  |  |                          |
| Customer Request Technology Assessment                        |   |  |  |                          |
| Service Status Notifications                                  |   |  |  |                          |
| Customer Portal Service Details                               |   | X  | X  | X                        |
| Customer Portal Service Request                               |   |  |  |                          |
| Customer Portal Install Project Dashboard                     |   |  |  |                          |
| First Available On-Site SLA                                   |   |  |  |                          |
| Remote Troubleshooting  |   |  |  |                          |
| Preventative Maintenance Inspections                          | X   | 0  | 0  | 0                        |
| 5 hours Training Annually                                     |   | 0  | 0  | 0                        |
| 1 Technology Assessment by Appointment Annually               |   | 0  | 0  |                          |
| 10 hours Prof Services Annually                               |   | 0  | 0  |                          |
| End of Next Business Day On-Site SLA                          |   | 0  |  |                          |
| Proactive Battery Replacement                                 |   | 0  |  |                          |
| QBR Support & Performance Dashboards                          |   | 0  |  |                          |
| Precision Agent support @ special 800# & ID                   |   |  |  |                          |
| Annual Cyber Security Assessment                              |   | 0  | 0  | 0                        |
| <b>All In Carte Services</b>                                  |   |  |  |                          |
| Premium On-Site SLA (Variable)                                | 0   | 0  |  |                          |
| Credentialing Support   | 0   | 0  |  |                          |
| Embedded Resources  | 0   | 0  |  |                          |
| Professional Services (ESS, Commissioning, Programming, etc.) | 0   | 0  |  |                          |
| Health Monitoring   | 0   | 0  |  |                          |
| Install Base Tracking   | 0   | 0  | 0  |                          |
| Software Support Agreement (SSA)                              | 0   | 0  | 0  | 0                        |

## Enhanced Tier

| ENHANCED                 |   |
|--------------------------|---|
| Plan Coverage            | Labor Only  |
| On-Site SLA              | First Available   |
| Customer Support         | Tier 1  |
| Remote Technical Support | Remote Troubleshooting  |
| Technology Assessment    | At Customer Request   |
| Customer Portal          | Service History<br>Service Details<br>Submit a Service Request<br>Install Project Dashboard |
| Other Features           | Service Status Notifications  |

**Enhanced** is designed to increase maintenance plan take rates for Customer Owned systems

**Key Point: Basic tier is to be sold with Customer Owned systems only**

## New Service and Maintenance Plan Details

|   | OPTIMUM   | EXPERT  | ENHANCED  | ESSENTIAL   |
|---|---|---|---|---|
| <b>On-Site SLA</b>                        | 48 Hours  | First Available   | First Available   | First Available   |
| <b>Customer Support</b>                   | Tier 1 plus Precision Agent Support & False Alarm Reduction Services                        | Tier 1  | Tier 1  | Tier 1  |
| <b>Remote Technical Support</b>           | Remote Troubleshooting<br>10 hrs Prof Services annually<br>5 hrs Training annually          | Remote Troubleshooting  | Remote Troubleshooting  | None  |
| <b>Technology Health &amp; Assessment</b> | Annual by Appointment<br>Annual Cyber Assessment  | At Customer Request   | At Customer Request   | At Customer Request   |
| <b>Customer Portal</b>                    | Service History<br>Service Details<br>Submit a Service Request<br>Install Project Dashboard | Service History<br>Service Details<br>Submit a Service Request<br>Install Project Dashboard | Service History<br>Service Details<br>Submit a Service Request<br>Install Project Dashboard | Service History<br>Service Details<br>Submit a Service Request<br>Install Project Dashboard |
| <b>Other Features</b>                     | Service Status Notifications  | Service Status Notifications  | Service Status Notifications  | Service Status Notifications  |

## Expert Tier

| EXPERT                   |   |
|--------------------------|---|
| Plan Coverage            | Labor and Material  |
| On-Site SLA              | First Available   |
| Customer Support         | Tier 1 False Alarm Reduction Services   |
| Remote Technical Support | Remote Troubleshooting  |
| Technology Assessment    | At Customer Request   |
| Customer Portal          | Service History<br>Service Details<br>Submit a Service Request<br>Install Project Dashboard |
| Other-Features           | Service Status Notifications  |

**Expert** is a direct replacement of our current Advanced Service plan. Uses existing service plans and profile codes. Existing Advanced customers will grandfather into this tier of service.

### Typical Customers:

- Wants more predictable monthly costs
- Doesn't want to have to worry about their security system
- Majority of our customer base



# Video Surveillance

| Video Surveillance  | Optimum   | Expert   | Enhanced   | Essential            |
|---|---|--|--|----------------------|
| <b>Customer Segment Description</b>                           | Complex, high dollar customers with mission critical service level expectations | Direct replacement of previous QSP plan for JCI-owned & Customer owned systems that need labor & material coverage | Budget conscious plan for customer owned systems only to increase plan take rate |                      |
| <b>Relationship</b>   | Labor, Material, Services   | Labor, Material  | Labor Only   | Labor & L&M Only     |
| <b>Price</b>  | 130% of QSP + \$1K  | 100% of QSP  | 80% of QSP   | Standard L&M Pricing |
| Tier 1 agent technical support @ general 800#                 |   |  |  |                      |
| Customer Request Technology Assessment                        |   |  |  |                      |
| Service Status Notifications                                  |   |  |  |                      |
| Customer Portal Service Details                               |   |  |  |                      |
| Customer Portal Service Request                               |   |  |  |                      |
| Customer Portal Install Project Dashboard                     |   |  |  |                      |
| First Available On-Site SLA                                   |   |  |  |                      |
| Remote Troubleshooting  |   |  |  |                      |
| Preventative Maintenance Inspections                          |   |  | 0  | 0                    |
| 10 hours Prof Services Annually                               |   | 0  | 0  |                      |
| 5 hours Training Annually                                     |   | 0  | 0  | 0                    |
| 1 Technology Assessment by Appointment Annually               |   |  |  |                      |
| Precision Agent support @ special 800# & ID                   |   |  |  |                      |
| End of Next Business Day On-Site SLA                          |   | 0  |  |                      |
| Proactive Battery Replacement                                 |   | 0  |  |                      |
| QBR Support & Performance Dashboards                          |   | 0  |  |                      |
| Annual Cyber Security Assessment                              |   | 0  | 0  | 0                    |
| <b>All la Carte Services</b>                                  |   |  |  |                      |
| Premium On-Site SLA (Variable)                                | 0   | 0  |  |                      |
| Video Guard Tour  | 0   | 0  | 0  | 0                    |
| Video Escort & Assist   | 0   | 0  | 0  | 0                    |
| Video Assessment  | 0   | 0  | 0  | 0                    |
| Embedded Resources  | 0   | 0  |  |                      |
| Professional Services (ESS, Commissioning, Programming, etc.) | 0   | 0  |  |                      |
| Health Monitoring   | 0   | 0  |  |                      |
| Software Support Agreement (SSA)                              | 0   | 0  | 0  | 0                    |
| Install Base Tracking   | 0   | 0  | 0  |                      |

