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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/hdoc

**Helen E. Hanks
Commissioner**

**Robin H. Maddaus
Director**

June 5, 2019

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 contract with Union Supply Group (VC# 289782), 2301 East Pacifica Place, Rancho Dominguez, CA 90224, for the provision of Canteen/Commissary services, effective upon Governor and Executive Council approval through December 31, 2023, with an option to renew for one (1) additional period of five (5) years. There shall be no cost to the NHDOC associated with the provision of these services.

The Contractor shall be responsible for all costs incurred or required to implement the contracted services as part of this agreement. The Recreation Fund will receive a flat commission rate for the food package programs and the property catalog purchases. NH Correctional Industries (NHCI) will receive a flat commission rate for the proceeds of sales of products offered through the Canteen/Commissary and food package programs, and reimbursement for the property catalog package handling program and for certain operational expenses.

EXPLANATION

The purpose of this contract is to seek a primary supplier of commissary products for resale and services for the Department's canteen system to operate a statewide and secure correctional canteen/commissary program while NHCI retains operational control. As part of the agreement, Union Supply Group shall provide inventory, order fulfillment software, implementation/support services, network infrastructure and monitoring, database file exchanges and training at no cost to the NHCI.

Residents will be able to place and create an order by logging in to their tablet using a two-step verification to access the Union Supply Group's portal. The portal will then display the resident's most recent account information imported from the Department's Corrections Information System (CORIS) to allow the resident to create the order. Once created, a resident can log back into the order to modify it at any time before the designated cut off time determined by the Department. Union Supply Group will forward the orders to Correctional Industries to be filled, packaged and delivered to the corresponding correctional facility using the Department's residents and staff.

The NH Correctional Facility for Women (NHCF-W) will be the central hub for blind-fill picking of an order by the Department's residents and staff. A dedicated box truck will be provided to deliver orders to the Northern NH Correctional Facility (NCF), NH State Prison for Men (NHSP-M) and Community Corrections.

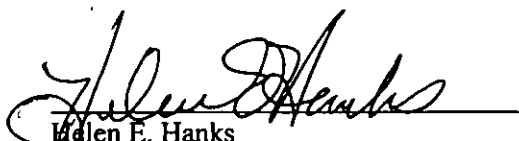
Revenue generating programs for the Recreation Fund are food package programs and property catalog purchases at a commission rate of fifteen percent. Revenue generating programs for NHCI are Canteen/Commissary sales at a commission rate of fifteen percent, food package programs at a commission rate of two percent and property catalog package handling program at one to two dollars per package requiring unloading and re-palletizing for order fulfillment and delivery. In addition, Union Supply Group will reimburse NHCI for three staff, resident wages and warehouse consumable supplies.

As part of the service offering, Union Supply Group will assist NHCI in the development of a training curriculum centered on material handling, warehousing, inventory management and quality control to the NHCI residents and staff participating in this program.

This partnership will allow for a more efficient and streamlined Canteen/Commissary operation by reducing error rate and processing time without increasing product markup to the residents. In addition, as the NHCI is a vocational training program, the residents supporting this initiative will obtain marketable and transferable skills to community career opportunities.

The NHDOC issued Request for Proposal (RFP) NHDOC DoIT 2019-13 to the Department's website, <https://www.nh.gov/nhdoc/business/rfp.html>, for eight (8) consecutive weeks and notified three (3) potential vendors of the solicitation. Two (2) potential vendors responded and the Department scored the RFP with a three-person evaluation committee using a consensus methodology for preserving the privacy of the evaluators. In accordance with the Terms and Conditions of the RFP, the Department awarded the contract to Union Supply Group.

Respectfully Submitted,


Helen E. Hanks
Commissioner



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

Denis Goulet
Commissioner

May 13, 2019

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

Dear Commissioner Hanks:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contract with Union Supply Group, Inc. of Rancho Dominguez, CA as described below and referenced as DoIT No. 2019-013.

The purpose of this request is for the NH Department of Corrections to enter into a contract for the operations of the state's prison canteen system. Canteen or "Commissary Services" allows residents under the jurisdiction of the NH DOC to be able to purchase allowed food, hygiene and other personal items. This contract seeks/provisions a third party vendor to become the state's primary supplier of inventory for resale within the canteen system. The contractor will provide software used for ordering, order filling, inventory-tracking and management, automated replenishment, demand forecasting, etc. and is self-funded from revenue generated through sales of goods and services.

This contract does not require expenditure of any State funds, and shall become effective upon Governor and Council approval through December 31, 2023.

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

Sincerely,


Denis Goulet

DG/kaf
DoIT #2019-013

cc: Ransey Hill, IT Manager, DoIT



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
OFFICE OF THE COMMISSIONER**

**P.O. BOX 1806
CONCORD, NH 03302-1806**

**603-271-5603 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdcc**

**Helen E. Hanks
Commissioner**

**Benjamin Jean
Assistant Commissioner**

Date: April 22, 2019

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

**Requested Action and Explanation
Contract 2019-013 for NH DOC Commissary Services**

Requested Action

The NH Department of Corrections is seeking a canteen/commissary contractor to partner with in the operations of the state's prison canteen system. This contract is between the State of New Hampshire, acting through NH Department Corrections ("State"), and Union Supply Group, Inc., a California Corporation, ("Contractor"), having its principal place of business at 2301 E. Pacifica Place, Rancho Dominguez, CA 90220.

The purpose of this contract is for the delivery of NH Department of Corrections (NHDOC) canteen/commissary goods and services for the resident under the care and supervision of the NHDOC. Services in this contract include: for the contractor to become primary supplier of inventory for resale within the canteen system, to provide software used for ordering, order picking, inventory-tracking and inventory management. In addition, the contractor will provide a secure closed network, all needed equipment, required licensing, project management, system modifications, payment-processing as well as training on detailed warehouse operations. This is a stand-alone network and has no dependency on any state networks. There are no interfaces with any state applications, any information shared will be through secured file transfer protocol.

The contract period is expected to begin with the Governor's and Council's approval and extend through December 31, 2023. The term may be extended up to an additional five (5) years.

Funding

Correctional canteen/commissary services under this contract is to be self-funded from revenue generated through canteen sales of goods and services. This contract does not require expenditure of any State funds.

Explanation

The NHDOC and NH Correctional Industries are seeking to improve our canteen/commissary operations. We are looking to reduce the amount of staffing resources required to operate as well as increase revenue to the State. We are doing this through consolidation of operations along with the development of a vendor partnership in order to create a productive and efficient pick and package center with trucking and distribution to all NHDOC facilities.

Prior Related Actions

Not Applicable. This is a new contract

Alternatives and Benefits

Goals and objectives for canteen/commissary services:

- Improve efficiency in canteen operations.
- Increase revenue to the state.
- Automate parts of the canteen process.
- Develop training opportunities for resident workers.
- Reduce canteen expenses.

Open Standards

Consideration of Open Standards does not apply to this service since this is a vendor operated, closed network.

Impact on Other State Agencies and Municipalities

Not Applicable

Supporting Documentation

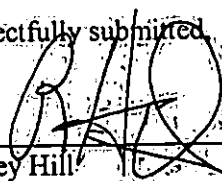
RFP #: NHDOC 2019-013

CONTACT PERSON: Jennifer Lind, MBA, CMA
Administrator II-DOC Contracts
NH Department of Corrections
105 Pleasant Street
Concord, NH 03301
Telephone: (603) 271-7602
Jennifer.Lind@doc.nh.gov

Certification

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

Respectfully submitted,



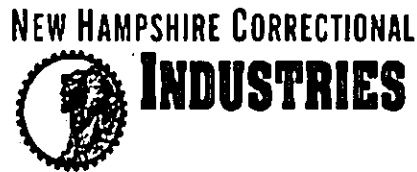
Ransey Hill
Information Technology Manager
Department of Information Technology



Helen E. Hanks
Commissioner
NH Department of Corrections

RFP: NHD0C 2019-013 Commissary/Canteen Services

Cc: DoIT Representative (IT Lead for the Agency) – Ransey Hill – Ransey.Hill@doit.nh.gov
DoIT Contracts and Procurement Manager – Irene Koffink@doit.nh.gov



RFP Bid Evaluation and Summary

Canteen/Commissary Services

NHDOC DoIT 2019-013

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondents to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Proposed Software Solution – 300 points
 - b. Vendor's Non-Software Solution – 200 points
 - c. Vendor Company – 100 points
 - d. Reimbursement Proposal – 400 points
- An Award will be made to the most responsive Vendor(s) whose proposal is deemed the most advantageous to the State, taking into consideration all evaluation factors in section 5 of NHDOC NHDOC DoIT 2019-013 Canteen/Commissary Services RFP.
 - a. The contract will be awarded to the Bidder submitting a response based on the demonstrated capabilities and skills in relation to the needs of the services identified in the RFP without reducing the current functions of the Department and as long as the Vendor's Proposed Software Solution, Vendor's Non-Software Solution, Vendor Company and Reimbursement Proposal is acceptable to the Department.

Evaluation Team Members:

- Ron Cormier, Administrator, Correctional Industries, NH Department of Corrections
- Linda Socha, Bureau of Business and Information Technology, NH Department of Corrections
- Ransey Hill, IT Leader-DOC, Department of Information Technology



RFP Scoring Matrix
Canteen/Commissary Services
NHDOC DoIT 2019-013

Respondents:

- *Keefe Group*
301 Mill Road
Edison, NJ 08837
- *Union Supply Group*
2301 East Pacifica Place
P.O. Box 7006
Rancho Dominguez, CA 90224

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
 1. Proposed Software Solution – 300 points
 2. Vendor's Non-Software Solution – 200 points
 3. Vendor Company – 100 points
 4. Reimbursement Proposal – 400 points

NHDOC DoIT 2019-013 RFP Scoring Matrix			
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	Keefe Group	Union Supply Group
<i>Proposed Software Solution</i>	300	270	300
<i>Vendor's Non-Software Solution</i>	200	175	175
<i>Vendor Company</i>	100	100	100
<i>Reimbursement Proposal</i>	400	318	400
Total	1000	863	975

Contract Award:

- *Union Supply Group*
2301 East Pacifica Place
P.O. Box 7006
Rancho Dominguez, CA 90224



RFP Evaluation Committee Member Qualifications
Canteen/Commissary Services
NHDOC DoIT 2019-013

Ron Cormier, Administrator, Correctional Industries:

Mr. Cormier is the Administrator for the New Hampshire Correctional Industries within the NH Department of Corrections. In this role Mr. Cormier is responsible to administer and supervise the nine manufacturing shops, the canteen/commissary and the correction's retail store, that are currently included within Correctional Industries. Mr. Cormier has been with the Department of Corrections for nearly twenty years and has served in a number of capacities, most recently with Correctional Industries. He holds a BA in Political Science from the University of Miami, and an MBA from Southern NH University.

Linda Socha, Chief Information Officer, Bureau of Business Information Technology:

Ms. Socha serves as the Chief Information Officer (CIO) providing oversight of all NH Department of Corrections (NHDOC) IT initiatives and business intelligence solutions. Prior to her role as CIO, Ms. Socha worked for the NH Department of Information Technology (DoIT) as the IT Manager assigned to the NHDOC where her responsibilities included business administration, project management of NHDOC IT initiatives and coordinating DOIT resources to support the NHDOC network infrastructure. In 2000, Ms. Socha began her employment with the State supporting various agencies, such as the NH Department of Health and Human Services (DHHS) and DOIT as a developer and system specialist. She has extensive background in desktop support, server administration, network architecture, and software development. She carries several technical certifications and a Masters in Project Management from the George Washington University.

Ransey Hill, IT Leader-DOC, Department of Information Technology:

Mr. Hill is an IT Lead with NH Department of Information Technology (DoIT) assigned to the NH Department of Corrections (NHDOC). His responsibilities include business administration, project management of NHDOC IT initiatives and coordinating DOIT resources to support the NHDOC network infrastructure. Mr. Hill has been supporting the NHDOC since October 2008. Prior to NHDOC, Mr. Hill supported the NH Department of Health of Human Services (DHHS) for thirteen years where he served as program administrator/director for key DHHS initiatives such as Electronic Benefits Transfers (EBT), and Community Passport, a nursing facility to community transition program for the Bureaus of Elderly and Adult Services, Behavioral Health and Developmental Services. Mr. Hill has a Bachelor of Science in Business Administration from NH Universities System's Granite State College.

State of New Hampshire
Department of Corrections

P.O. Box 429 Concord, NH 03302
(P) 603.271.1875 | (F) 603.271.1116
e-mail: sales@nhdoc.state.nh.us



Helen Hanks
Commissioner

Ron Cormier
Administrator

Bidders List
Canteen/Commissary Services
NHDOC DoIT 2019-013 RFP

Keefe Group
301 Mill Road
Edison, NJ 08837
Jeff Harris
Regional VP
(o) 732-509-0126
(c) 908-623-6708
(f) 800-480-8648
(e) jharris@keefegroup.com
(w) www.keefegroup.com

Tiger Commissary Services
515 West Washington
Jonesboro, AR, 72401
Pam Niell, President
(o) 603-837-9561
(e) www.tigercommissary.com/contact.php
(w) www.tigercommissary.com

Union Supply Group
2301 East Pacifica Place
P.O. Box 7006
Rancho Dominguez, CA 90224
Greg Gemienhardt
Regional VP
(o) 614-409-1444 Ext. 9014
(o) 877-366-3397 Ext. 9014
(c) 614-353-6150
(f) 614-409-1445
(f) 877-264-2004
(e) GGemienhardt@UnionSupplyGroup.com
(w) www.UnionSupplyGroup.com

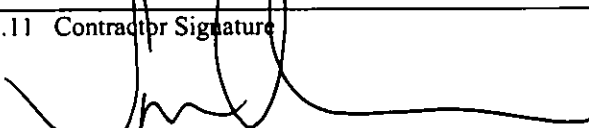

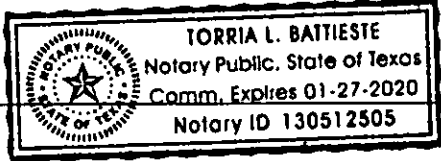

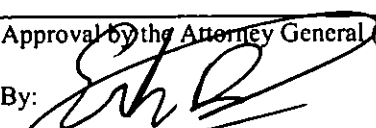
Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806, Concord, NH 03302 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Union Supply Group, Inc.		1.4 Contractor Address P.O. Box 7006, Rancho Dominguez, CA 90224 2301 E. Pacifica Place, Rancho Dominguez, CA 90220	
1.5 Contractor Phone Number 310-603-8899	1.6 Account Number Canteen Fund, Recreation Fund and Correctional Industries	1.7 Completion Date December 31, 2023	1.8 Price Limitation See Exhibit B
1.9 Contracting Officer for State Agency Helen E. Hanks, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Tom Thomas, President and Chief Executive Officer	
1.13 Acknowledgement: State of <u>Texas</u> , County of <u>Dallas</u> On <u>April 29, 2019</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Torria L. Battieste Notary Public</u>			
1.14 State Agency Signature  Date: <u>5/14/19</u>		1.15 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/3/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date

JD
4/29/19

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Part 2 – INFORMATION TECHNOLOGY PROVISIONS

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Contractor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
ARIN	American Registry for Internet Numbers
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Authorized Persons (Users)	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Contractor to perform the services required.
Best and Final Offer (BAFO)	For negotiated procurements, a Contractor's final offer following the conclusion of discussions.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.
Business Hours	Contractor personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m. EST , eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.
CCP	Change Control Procedures
Certification	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed Solution or process once development has begun.

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Change Order	Formal documentation prepared for a proposed change in the Specifications.
CSV	Common-Separated Value
Completion Date	End date for the Contract.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i> .
Contract	This Agreement between the State of New Hampshire and a Contractor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3. The documentation consisting of the General Provisions, IT Provisions, Exhibits and Vendor RFP Response which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1).
Contract Managers	The persons identified by the State and the Contractor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities, Section 4: <i>Contract Management</i> .
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in Section 1.8, <i>Form P-37 (v. 5/8/15) General Provisions</i> .
Contractor	The Contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Contracted Contractor	The Contractor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion/Migration Validation Test (Conversion Test)	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to form that can be used by the new system.
COTS	Commercial Off the Shelf Software
CR	Change Request
Cure Period	The thirty (30) day period following written notification of a default within which a contracted Contractor must cure the default identified.
Custom Code	Code developed by the Contractor specifically for this project for the State of New Hampshire.

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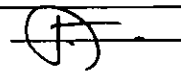
Custom Software	Software developed by the Contractor specifically for this Project for the State of New Hampshire.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the Contract Term.
Data Breach	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted non-public data.
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing."
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the transformation of data for security purposes.

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Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
Event of Default	Any one or more of the following acts or omissions of a Contractor shall constitute an Event of Default hereunder ("Event of Default"): <ul style="list-style-type: none"> a. Failure to perform the Services satisfactorily or on Schedule; b. Failure to submit any report required; and/or Failure to perform any other covenant, term or condition of the Contract.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Contractor's cost experience in performing the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
GUI	Graphical User File data exchange
Harvest	Software to archive and/or control versions of Software.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meet the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by the Contractor as essential to work on the Project.
Licensee	The State of New Hampshire.

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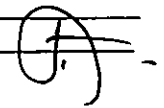
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Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Public Information	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Contractor to begin work on the Contract on a given date and time.
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	The System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Management Plan	A document that describes the processes and methodology to be employed by the Contractor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Contractor's representative with regard to Review and Acceptance of

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	Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Contractor on the Project.
Project Team	The group of State employees and Contractor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the <i>Work Plan</i> on time, on budget and to the required specifications and quality.
Proposal	The submission from a Contractor in response to the Request for a Proposal or Statement of Work.
P-37 (v. 5/8/15)	State of New Hampshire Long Form Contract
Protected Health Information (PHI)	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified, then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Security Incident	The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.
Service Level Agreement (SLA)	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.

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Contractor's Initials: 
Date: 4/24/19

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Services	The work or labor to be performed by the Contractor on the Project as described in the Contract.	
Software	All custom Software and COTS Software provided by the Contractor under the Contract.	
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client file data exchange such as a Web browser (e.g., Web-based email) or a program file data exchange. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.	
Software Deliverables	Software and Enhancements.	
Software License	Licenses provided to the State under this Contract.	
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Contractor in response to DOC – RFP 2019-013.	
Specifications	The written provisions that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.	
State	STATE is defined as: State of New Hampshire NH Department of Corrections Reference to the term "State" shall include applicable agencies.	
	Mailing Address: P.O. Box 1806 Concord, NH 03302	Overnight Delivery Address: 105 Pleasant Street Concord, NH 03301
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Contractor. The Contract Agreement SOW defines the results that the Contractor remains responsible and accountable for achieving.	

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State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u> .
State Data	For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.
State Identified Contact	The person or persons designated in writing by the State to receive security incident or breach notification.
State Project Leader	State's representative with regard to Project oversight.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor
System	All Software, specified hardware, and file data exchanges and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Contractor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when Contractor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing (UAT)	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The

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	test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Virtual Private Network (VPN)	Extends a private network across a public network, and enables users to send and receive Data across shared or public networks as if their computing devices were directly connected to the private network.
Warranty Period	A period of coverage during which the Contracted Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Contractor during the Warranty Period.
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development.
Work Hours	Contractor personnel shall work normal business hours between 8:00 am and 5:00 p.m. EST , eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C: <i>System Requirements and Deliverables</i> , <i>Contractor Response Checklist</i> and Exhibit H: <i>Requirements</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Contractor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through NH Department Corrections ("State"), and Union Supply Group, Inc., a California Corporation, ("Contractor"), having its principal place of business at 2301 E. Pacifica Place, Rancho Dominguez, CA 90220.

The NH Department of Corrections is seeking a canteen/commissary Contractor to partner with in the operations of the state's prison canteen system, while the Department retains operational control of the canteen.

The Contractor shall be expected to become the state's primary supplier of inventory for resale within the canteen system. The Contractor shall also provide software used for ordering, order picking, inventory-tracking and management, automated replenishment, demand forecasting, etc. In addition, the Contractor shall also provide equipment, licensing, project-planning and management, software licenses and modifications, network infrastructure and monitoring, database integrations, payment-processing as well as training on detailed warehouse operations and other deliverables as the Contractor described in their request for proposal response to the NH Department of Corrections solicitation DOC – RFP 2019-013.

The Contractor shall be responsible for any upfront costs incurred to implement the requested services. The Contractor shall also pay a percentage of the gross sales of products to the NH Department of Corrections along with reimbursement for certain operational expenses as outlined in this Contract.

RECITALS

Whereas the State desires to have the Contractor provide a Canteen/Commissary Services and associated Services for the State;

Whereas the Contractor wishes to provide Canteen/Commissary Services;

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1. CONTRACT DOCUMENTS

This Contract Agreement (2019-013) is comprised of the following documents:

- a. Part 1 - Form P-37 (v. 5/8/15) General Provisions**
- b. Part 2 - Information Technology Provisions**
- c. Part 3 - Exhibits**
 - Exhibit A – Contract Deliverables
 - Exhibit B – Price and Payment Schedule
 - Exhibit C – Special Provisions
 - Exhibit D – Administrative Services
 - Exhibit E – Implementation Services

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Exhibit F – Testing Services
Exhibit G – Maintenance and Support Services
Exhibit H – Requirements
Exhibit I – Work Plan
Exhibit J – Software Agreement
Exhibit K – Warranty and Warranty Services
Exhibit L – Training Services
Exhibit M – Agency RFP with Addendums, by Reference
Exhibit N – Contractor Proposal, by Reference
Exhibit O – Attachments and Certificates

1.2. ORDER OF PRECEDENCE

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

- a. State of New Hampshire, Department of Corrections Contract Agreement 2019-013, including Parts 1, 2, and 3.
- b. State of New Hampshire, Department of Corrections RFP 2019-013.
- c. Contractor Proposal Response to RFP 2019-013 dated September 5, 2018.

2. CONTRACT TERM

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

The Contract shall begin on the Effective Date and extend through December 31, 2023. The Term may be extended up to five (5) years, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term.

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

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

3. COMPENSATION

3.1. CONTRACT PRICE

The Contract Price, Part 1, Section 1.8, *Form P-37 (v. 5/8/15) General Provisions*, price limitation, method of payment and terms of payment are identified and more particularly described in Section 5, *Form P-37 (v. 5/8/15) General Provisions* and Part 3 Contract, Exhibit B: *Price and Payment Schedule*.

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3.2. NON-EXCLUSIVE CONTRACT

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

4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

LD Hay
Executive Vice President
2301 East Pacifica Place
Rancho Dominguez, CA 90220
Tel: 310-604-4642
Email: ldhay@unionsupplygroup.com

4.2. THE CONTRACTOR'S PROJECT MANAGER

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

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

4.2.3. The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval

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of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Contract Agreement – Information Technology Provisions, Section 4.2.1: *Contractor's Project Manager* and in Section 4.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

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

For Commissary Operations:

Greg Gemienhardt
Regional VP/General Manager
3321 Toy Road
Groveport, OH 43125
Tel: 614-662-9014
Email: ggmienhardt@unionsupplygroup.com

For IT:

Doyle Schaefers
Chief Technology Officer
2301 East Pacifica Place
Rancho Dominguez, CA 90220
Tel: 310-604-4674
Email: dschaefers@unionsupplygroup.com

4.3. **CONTRACTOR KEY PROJECT STAFF**

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

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- 4.3.2. The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables, Contractor Response Checklist* and be subject to reference and background checks described in Contract Agreement – Information Technology Provisions, Section 4.6: *Reference and Background Checks*.
- 4.3.3. Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare the Contractor in default and to pursue its remedies at law and in equity, if the Contractor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Contractor's replacement Project staff.

The Contractor Key Project Staff shall consist of the following individuals in the roles identified below. The Contractor's Key Project Staff are:

Key Member(s)	Title	Project Title
L.D. Hay	Executive Vice President	Executive Sponsor & Contract Manager
Doyle Schaefers	Chief Technology Officer	Project Manager
Greg Gemienhardt	Regional VP/General Manager	Project Manager
Robert Stokely	Dir. of Warehouse Operations	Warehouse Set-Up & Logistics
Vanessa Trujillo	Commissary Operations/Director of Support	WMS Trainer & Supply Management
Cesar Rosas	IT Manager	WMS Configuration & Partner Portal Set-Up
Jerry Carr	VP of Commissary Operations	Training & Support
Marissa Sagun	Website Coordinator	U-Shop & IVR Configuration

4.4. **STATE CONTRACT MANAGER**

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

Benjamin Jean
Assistant Commissioner
P.O. Box 1806
Concord, NH 03302
Tel: 603-271-5601
Fax: 1-888-908-6609

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Email: Benjamin.Jean@doc.nh.gov

4.5. STATE PROJECT MANAGER

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

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

The State Project Manager is:

Ron Cormier
Administrator, Correctional Industries
P.O. Box 429
Concord, NH 03302
Tel: 603-271-1895
Fax: 603-271-1116
Email: Ronald.Cormier@doc.nh.gov

4.6. REFERENCE AND BACKGROUND CHECKS

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

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

5. DELIVERABLES

5.1. CONTRACTOR RESPONSIBILITIES

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

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

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responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2. DELIVERABLES AND SERVICES

The Contractor shall provide the State with Deliverables and Services in accordance with the time frames in the *Work Plan* for the Contract, and is more particularly described in Contract Agreement – Exhibit A: *Contract Deliverables*.

5.3. NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

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

5.4. SOFTWARE REVIEW AND ACCEPTANCE

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

6. SOFTWARE

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

7. SERVICES

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

7.1. ADMINISTRATIVE SERVICES

The Contractor shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Contract Agreement – Exhibit D: *Administrative Services*.

7.2. IMPLEMENTATION SERVICES

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

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7.3. TESTING SERVICES

The Contractor shall perform Testing Services for the State set forth in the Contract, and particularly described in Contract Agreement – Exhibit F: *Testing Services*.

7.4. TRAINING SERVICES

The Contractor shall provide the State with training Services set forth in the Contract, and particularly described in Contract Agreement – Exhibit L: *Training Services*.

7.5. MAINTENANCE AND SUPPORT SERVICES

The Contractor shall provide the State with Maintenance and Support Services for the Software set forth in the Contract, and particularly described in Contract Agreement – Exhibit G: *System Maintenance and Support Services*.

7.6. WARRANTY SERVICES

The Contractor shall provide the State with Warranty Services set forth in the Contract, and particularly described in Contract Agreement – Exhibit K: *Warranty & Warranty Services*.

8. WORK PLAN DELIVERABLE

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

The initial *Work Plan* shall be a separate Deliverable and is set forth in Contract Agreement – Exhibit I: *Work Plan*. The Contractor shall update the *Work Plan* as necessary, but no less than every two (2) weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the *Work Plan* must be approved by the State, in writing, prior to final incorporation into Contract Agreement – Exhibit I: *Work Plan*. The updated Contract Agreement – Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

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

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

In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to

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fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Contract Agreement – Exhibit I: *Work Plan*, the Schedule shall automatically extend on a day-to-day basis.

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

9. CHANGE ORDERS

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

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

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

10. INTELLECTUAL PROPERTY

10.1. SOFTWARE TITLE

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

Upon successful completion and/or termination of the Implementation of the Project, the contracted Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the contracted Contractor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Contractors' special utilities. The contracted Contractor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

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

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10.2. STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All Data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. The Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

10.3. CONTRACTOR'S MATERIALS

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

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

10.4. STATE WEBSITE WWW COPYRIGHT AND INTELLECTURAL POPERTY RIGHTS

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

10.5. CUSTOM SOFTWARE SOURCE CODE

In the event that the State purchases software development services, which results in Custom Software, the Contractor shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software. This section does not apply to the Contractor's proprietary software code.

10.6. SURVIVAL

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This Contract Agreement – Information Technology Provisions, Section 10: *Intellectual Property* shall survive the termination of the Contract.

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1. USE OF STATE'S INFORMATION

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract.

11.2. STATE CONFIDENTIAL INFORMATION

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

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

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

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

11.3. CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor acknowledges that the State is subject to State and federal laws governing disclosure

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of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor, without any liability to the Contractor.

11.4. SURVIVAL

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

12. LIMITATION OF LIABILITY

12.1. STATE

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract price set forth in Contract Agreement – *Form P-37 (v. 5/18/15), General Provisions*, Section 1.8.

12.2. CONTRACTOR

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – *Form P-37 (v. 5/18/15), General Provisions*, Section 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the Contract Agreement – *Form P-37 (v. 5/18/15), General Provisions*, Section 13: *Indemnification* and confidentiality obligations in Contract Agreement – *Information Technology Provisions*, Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3. STATE'S IMMUNITY

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

12.4. SURVIVAL

Contract Agreement – Information Technology Provisions, Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

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13. TERMINATION

This Section 13: *Termination* shall survive the termination or Contract Conclusion.

13.1. TERMINATION FOR DEFAULT

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

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

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

- Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the 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.
- 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.
- Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

13.2. TERMINATION FOR CONVENIENCE

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been

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given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Agreement – Exhibit B, *Price and Payment Schedule*, of the Contract.

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

13.3. TERMINATION FOR CONFLICT OF INTEREST

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

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

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

13.4. TERMINATION PROCEDURE

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

- 13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:
- a. The State shall be entitled to any post-termination assistance generally made available with respect to the services; unless a unique data retrieval arrangement has been established as part of the Service Level Agreement (SLA).
 - b. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - d. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;

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- e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data;
- f. In the event of termination of any services or agreement in its entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:
 - ten (10) days after the effective date of termination, if the termination is in accordance with the contract period;
 - thirty (30) days after the effective date of termination, if the termination is for convenience;
 - sixty (60) days after the effective date of termination, if the termination is for cause; and
 - After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control.
- g. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- h. The Contractor shall implement an orderly return of State Data in a Common-Separated Value (CSV) or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;
- i. The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State; and
- j. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

15.2. The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise

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agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any event of default of the provisions of the Contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

- 15.3. Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Contract Agreement – Information Technology Provisions, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table, below:

LEVEL	Union Supply Group, Inc.	STATE	CUMULATIVE ALLOTTED TIME
Primary	Doyle Schaefers Project Manager	Ron Cormier State Project Manager	5 Business Days
First	Greg Gemienhardt Project Manager	Benjamin Jean Assistant Commissioner	10 Business Days
Second	L.D. Hay Contract Manager	Helen E. Hanks Commissioner	15 Business Days

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

17. SAAS GENERAL TERMS AND CONDITIONS

17.1. COMPUTER USE

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

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

17.2. E-MAIL USE

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. E-mail is defined as "internal E-mail systems" or "State-funded E-mail systems." The Contractor understands and agrees that use of e-mail shall follow State standard policy (available upon request).

17.3. INTERNET/INTRANET USE

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

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17.4. REGULATORY GOVERNMENT APPROVALS

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

17.5. INSURANCE CERTIFICATE

The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the Contract(s) and address. The certificate shall name the State of New Hampshire, Department of Corrections as additionally insured.

17.6. EXHIBITS

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

17.7. VENUE AND JURISDICTION

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

17.8. SURVIVAL

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Contract Agreement – Exhibit D *Administrative Services*, Section 5: *Records Retention and Access Requirements*, Section 6: *Accounting Requirements* and Contract Agreement – Information Technology Provisions: Section 11: *Use of State's Information, Confidentiality* and Section 13: *Termination* which shall all survive the termination of the Contract.

17.9. FORCE MAJEURE

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

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

17.10. NOTICES

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

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TO CONTRACTOR:	TO STATE:
LD Hay	NH Department of Corrections
Executive Vice President	Administrator, Correctional Industries
P.O. Box 7006 Rancho Dominguez, CA 90224 Tel: (310) 603-8899 E-Mail: ldhay@unionsupplygroup.com ggemienhardt@unionsupplygroup.com	P.O. Box 429 Concord, NH 03302 Tel: (603) 271-1895 E-Mail: Ronald.Cormier@doc.nh.gov

17.11. DATA PROTECTION

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

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract shall become and all personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

17.12. DATA LOCATION

The Contractor shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store State Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data

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centers. The Contractor shall permit its personnel and contractors to access State Data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this Contract.

17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

The Contractor shall inform the State of any security incident or data breach in accordance with NH RSA 359-C.

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

17.14. BREACH RESPONSIBILITIES

This section only applies when a data breach occurs with respect to personal data within the possession or control of the Contractor.

- a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- c. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its Contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with:
 - (1) the investigation and resolution of the data breach;
 - (2) notifications to individuals, regulators or others required by State law;

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- (3) a credit monitoring service required by State (or federal) law;
- (4) a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute¹⁷ at the time of the data breach; and
- (5) complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

17.15. NOTIFICATION OF LEGAL REQUESTS

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this Contract, or which in any way might reasonably require access to the Data of the State. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

17.16. ACCESS TO SECURITY LOGS AND REPORTS

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

17.17. CONTRACT AUDIT

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

17.18. DATA CENTER AUDIT

The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

17.19. ADVANCE NOTICE

The Contractor shall give advance notice (to be determined at the contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

17.20. SECURITY

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

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17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is absolutely necessary to perform job duties.

17.22. IMPORT AND EXPORT OF DATA

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other service providers.

17.23. RESPONSIBILITIES AND UPTIME GUARANTEE

The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17.24. RIGHT TO REMOVE INDIVIDUALS

The State shall have the right at any time to require that the Contractor remove from interaction with State any Contractor representative who the state believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

17.25. PERIODIC AUDITS

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

17.26. PRISON RAPE ELIMINATION ACT (PREA)

The NH Department of Corrections acknowledges 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 to include prisons, jails and corrections residential facilities. With this acknowledgement, the NH Department of Corrections supports a "zero-tolerance" policy against prison sexual misconduct, abuse, harassment and assault towards resident-on-resident and staff-on-resident to include contractors of the NH Department of Corrections. It is the Contractors responsibility to inform their employees.

With that said, contractors must 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. Contractors should acknowledge that, in addition to self-

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monitoring requirements, the State will conduct compliance monitoring including PREA standards which may require an outside independent audit.

For additional information regarding the Prison Rape Elimination Act (PREA) of 2003, please refer to the PREA Public Law 108-79 and PREA Federal Register 28 CFR Part 115 documents posted to the RFP Resource page of NH Department of Corrections website using the following link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm. The NH Department of Corrections policy, procedure and directive 5.19, Prison Rape Elimination Act Procedure, can be accessed on the NH Department of Corrections website using the following link: <http://www.nh.gov/nhdoc/documents/5-19.pdf>.

17.27. CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) SECURITY ADDENDUM

The CJIS Security Policy provides Criminal Justice Agencies (CJA) and Noncriminal Justice Agencies (NCJA) with a minimum set of security requirements for access to Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Division systems and information and to protect and safeguard Criminal Justice Information (CJI). This minimum standard of security requirements ensures continuity of information protection. The essential premise of the CJIS Security Policy is to provide the appropriate controls to protect CJI, from creation through dissemination; whether at rest or in transit.

The CJIS Security Policy integrates presidential directives, federal laws, FBI directives, the criminal justice community's Advisory Policy Board (APB) decisions along with nationally recognized guidance from the National Institute of Standards and Technology (NIST) and the National Crime Prevention and Privacy Compact Council (Compact Council).

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum.

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

If privatized, access by a private contractor's personnel to National Crime Information Center (NCIC) data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

For additional information regarding the CJIS Security Addendum, please refer to http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

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PART 3 – EXHIBIT A: *CONTRACT DELIVERABLES*

1. DELIVERABLES, MILESTONES AND ACTIVITIES

1.1. PROJECT OVERVIEW

The NH Department of Corrections is seeking a canteen/commissary Contractor to partner with in the operations of the state's prison canteen system, while the Department retaining operational control of the canteen.

The Contractor shall be expected to become the state's primary supplier of inventory for resale within the canteen system. The Contractor shall also provide software used for ordering, order picking, inventory-tracking and management, automated replenishment, demand forecasting, etc. In addition, the Contractor shall also provide equipment, licensing, project-planning and management, software licenses and modifications, network infrastructure and monitoring, database integrations, payment-processing as well as training on detailed warehouse operations and other deliverables as the Contractor described in their request for proposal response to the NH Department of Corrections solicitation DOC – RFP 2019-013.

The Contractor shall be responsible for any upfront costs incurred to implement the requested services. The Contractor shall also pay a percentage of the gross sales of products to the NH Department of Corrections along with reimbursement for certain operational expenses as outlined in this Contract.

1.2. STATEMENT OF WORK

The Canteen Operations of the NH Department of Corrections are undergoing significant changes. Currently we operate two canteen/commissary locations, one at the NH State Prison in Concord and one at the Northern NH Correctional Facility in Berlin. The Concord location also packages orders for the NH Correctional Facility for Women. In the coming months we will be transitioning the entire canteen operation to the new NH Correctional Facility for Women in Concord and operating as a pick and package center with trucking and distribution to all DOC facilities.

In order to facilitate this, change we are seeking a Contractor to provide software and services to the department acting as a partner with NH Correctional Industries. The specific mandatory and optional software and services are outlined below and include but are not limited to: software used for inventory-tracking and management, automated replenishment, demand forecasting, equipment, licensing, project-planning and management, software licenses and modifications, network infrastructure and monitoring, database integrations, payment-processing as well as training on detailed warehouse operations and other deliverables. Once operational it is expected that the Contractor will provide inventory and ongoing operational support.

The Contractor shall provide a software package capable of inputting client orders with restrictions based on housing. This software shall also provide all features needed to operate a warehouse pick and package operation including order tracking, order fulfillment, inventory

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tracking, forecasting etc. The software shall be able to exchange file information with the NHDOC's Offender Management System (CORIS). The software application should be web based and compatible with hand held tablet devices.

The Contractor shall also provide all inventories available for sale through the canteen/commissary. The Contractor shall use local suppliers of products whenever appropriate. The Contractor will also provide software and non-software support to Department of Correction's staff operating the canteen/commissary.

The Department will provide space for all operations, a resident workforce and at least two staff members that will supervise and manage operations. The picking and packaging of all orders are to remain within the facilities of the NH Department of Corrections and may not be outsourced in any way.

The NH Department of Corrections through NH Correctional Industries shall maintain complete operational control of the canteen/commissary, package programs and any other programs included in any proposal.

This project is being undertaken for a number of reasons including:

- Increase Efficiency and effectiveness;
- Automation for areas where there is currently little automation;
- Modern technologies that can migrate to the technologies of tomorrow;
- Smooth transition to new System through effective change management; and
- The potential for increased revenues.

The Contractor shall perform all services within the United States and may not be subcontracted outside the United States. In addition, the Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.

1.3. GENERAL ASSUMPTIONS

1.3.1. The Contractor will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.

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

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- 1.3.3. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C: *System Requirements and Deliverables, Contractor Response Checklist* of the Request for Proposal. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data. The Business Continuity Plan as more fully described is incorporated herein by reference.
- 1.3.4. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.
- 1.3.5. Pricing for Deliverables set forth in Contract Agreement – Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE¹

Item #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	Non-Software	Within 1 st ten (10) days of Contract Award
2	Project Status Reports (BaseCamp)	Written	Every Friday Week # 1 - 9
3	<i>Work Plan</i>	Written	Week # 1
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	Week # 2
5	Security Plan	Written	Not Applicable
6	Communications and Change Management Plan	Written	Not Applicable
7	Requirements Trace Ability Matrix	Written	Not Applicable
8	Software Configuration Plan	Written	Not Applicable
9	Systems File Data Exchange Plan and Design/Capability	Written*	Week # 2

¹ The Deliverables, Milestones, and Activities Schedule, Section 2., Contract Agreement – Exhibit A: *Contract Deliverables*, unless otherwise specified, the projected delivery dates shall be from the "Effective Date".

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Item #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
10	Testing Plan	Written	Week # 3
11	Data Conversion Plan and Design	Written	Not Applicable
12	Deployment Plan	Written	Week # 3
13	Comprehensive Training Plan and Curriculum	Written	Week # 2
14	Documentation of Operational Procedures	Written	Week # 2
15	End User Support Plan	Written	Not Applicable
16	Business Continuity Plan	Written	Ongoing
INSTALLATION			
17	Provide any required infrastructure (networking, hardware, etc.)	Non-Software	Week # 6
18	Provide Software Licenses if needed	Written	Week # 3
19	Provide Fully Tested Data Conversion Software	Software	Not Applicable
20	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	Week # 7
TESTING			
21	Conduct Integration Testing	Non-Software	Week # 5
22	Conduct User Acceptance Testing	Non-Software	Week # 6
23	Perform Production Tests	Non-Software	Week # 7
24	Test In-Bound and Out-Bound File Data Exchanges	Written	Week # 7
25	Conduct System Performance (Load/Stress) Testing	Non-Software	Not Applicable
26	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning	Non-Software	Not Applicable
SYSTEM DEPLOYMENT			
27	Converted Data Loaded into Production Environment	Software	Not Applicable
28	Provide Tools for Backup and Recovery of all Applications and Data Recovery	Software	Week # 6
29	Conduct Training	Non-Software	Week # 8
30	Cutover to New Software	Non-Software	Week # 8 - 9
31	Provide Documentation	Written	Week # 7

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Item #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
32	Execute Security Plan	Non-Software	Not Applicable
OPERATIONS			
33	Supply Initial Product Inventory	Non-Software	Week # 8 - 9
34	Ongoing Hosting Support	Non-Software	Ongoing
35	Ongoing Support & Maintenance	Software	Ongoing
36	Conduct Project Exit Meeting	Non-Software	Week # 9

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PART 3 – EXHIBIT B: PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1. NO COST CONTRACT

The Contractor shall be responsible for all costs incurred or required to fully implement this project. Contractor costs shall include, but are not limited to, software, hardware, development, networking infrastructure, installation (network and equipment) and technical support; LAN, WAN, switches, firewalls, ethernet, routers, servers, SFTP exchanges, UPS, circuits; scanners, workstations (thin-clients & scanners), printers, cameras; planning and management, cloud hosting, monitoring, security, patches & updates, back-ups, licensing, testing, training, warranties, labor, vehicle and vehicle fuel, maintenance, insurance and taxes, inventory merchandise and materials. Contractor shall be solely responsible for the costs of providing, maintaining and monitoring the network and all cloud based backups and redundancy, ongoing support and technology refreshed by updating the software when any new versions are available. The Contract shall deliver all merchandise to the NH Department of Corrections at no cost.

The Contract shall be for the period between the Effective Date and extend through December 31, 2023. The Term may be extended up to five (5) years, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement for each extended term.

1.2. REIMBURSEMENTS

The Contractor shall reimburse the NH Department of Corrections from the proceeds of the sales of products through the canteen/commissary and any associated package programs or other provided services that are covered under this Contract. Reimbursement shall be provided as a flat percentage of total sales. In addition, Contractors may propose specific reimbursements, by expense type (i.e. Rent, Staff, Trucking, etc.).

For reference the total canteen sales for the past three (3) years have averaged approximately \$2.4 million. This includes all sales through the canteen/commissary and all package/property programs currently operated by the NH Department of Corrections. This does not include any pass-through items such as stamps.

The State realizes that past sales are not a guarantee of future sales when conducting financial calculations. The Contractor shall be responsible for performing its obligations in accordance with the Contract for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below:²

² The Deliverables, Milestones, and Activities Schedule, Section 2., Contract Agreement – Exhibit A: *Contract Deliverables*, unless otherwise specified, the projected delivery dates shall be from the "Effective Date".

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Item #	Activity, Deliverable, or Milestone	Price	Projected Delivery Date
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	No Cost	Within 1 st ten (10) days of Contract Award
2	Project Status Reports (BaseCamp)	No Cost	Every Friday Week # 1 - 9
3	Work Plan	No Cost	Week # 1
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	No Cost	Week # 2
5	Security Plan	No Cost	Not Applicable
6	Communications and Change Management Plan	No Cost	Not Applicable
7	Requirements Trace Ability Matrix	No Cost	Not Applicable
8	Software Configuration Plan	No Cost	Not Applicable
9	Systems File Data Exchange Plan and Design/Capability	No Cost	Week # 2
10	Testing Plan	No Cost	Week # 3
11	Data Conversion Plan and Design	No Cost	Not Applicable
12	Deployment Plan	No Cost	Week # 3
13	Comprehensive Training Plan and Curriculum	No Cost	Week # 2
14	Documentation of Operational Procedures	No Cost	Week # 2
15	End User Support Plan	No Cost	Not Applicable
16	Business Continuity Plan	No Cost	Ongoing
INSTALLATION			
17	Provide any required infrastructure (networking, hardware, etc.)	No Cost	Week # 6
18	Provide Software Licenses if needed	No Cost	Week # 3
19	Provide Fully Tested Data Conversion Software	No Cost	Not Applicable
20	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	No Cost	Week # 7
TESTING			
21	Conduct Integration Testing	No Cost	Week # 5
22	Conduct User Acceptance Testing	No Cost	Week # 6
23	Perform Production Tests	No Cost	Week # 7

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Item #	Activity, Deliverable, or Milestone	Price	Projected Delivery Date
24	Test In-Bound and Out-Bound File Data Exchanges	No Cost	Week # 7
25	Conduct System Performance (Load/Stress) Testing	No Cost	Not Applicable
26	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning.	No Cost	Not Applicable
SYSTEM DEPLOYMENT			
27	Converted Data Loaded into Production Environment	No Cost	Not Applicable
28	Provide Tools for Backup and Recovery of all Applications and Data	No Cost	Week # 6
29	Conduct Training	No Cost	Week # 8
30	Cutover to New Software	No Cost	Week # 8 - 9
31	Provide Documentation	No Cost	Week # 7
32	Execute Security Plan	No Cost	Not Applicable
OPERATIONS			
33	Supply Initial Product Inventory	No Cost	Week # 8
34	Ongoing Hosting Support	No Cost	Ongoing
35	Ongoing Support & Maintenance	No Cost	Ongoing
36	Conduct Project Exit Meeting	No Cost	Week # 9

1.3. FUTURE CONTRACTOR RATES WORKSHEET

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

Table 1.3: Future Contractor Rates Worksheet

Position Title	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023
Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Software Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Infrastructure Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment & Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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- 1.4. **SOFTWARE LICENSING, MAINTENANCE SUPPORT PRICING WORKSHEET**
Pricing must reflect the payment of maintenance through the Contract end date. Price estimate should reflect the most optimistic implementation date. Actual payments may differ from the estimate if project start date slips or if implementation takes longer as this will cause a shorter maintenance period. Table should be customized to reflect the project and the cost composing the Contractor's proposal.

Table 1.4: Software Licensing, Maintenance and Support Pricing Worksheet

Service	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023	TOTAL
Web Site Hosting Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Technical Support and Updates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance and Updates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licensing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

2. CONTRACTOR NO COST INVESTMENTS

Contractor proposes a comprehensive package of investment, financing, revenue-sharing and reimbursements to ensure that the NH Department of Corrections has all of the tools, resources and support needed to operate a successful state-wide canteen/commissary program to include, but not limited to Table 2: Contractor No Cost Investments Value Worksheet.

Table 2: Contractor No Cost Investments Value Worksheet

Service Investment	Investment Value
Marketing (Posters, Catalogs, Postage)	\$8,000
IVR/Web App Hosting	\$16,000
LAN/WAN Redundant Circuits	\$9,360
Partner Portal Hosting & Support	\$8,200
Scanners, Workstations, Tables, Conduit, Server Cabinets w/ Fan & UPS installed	\$60,569
Start Up On-Hand Inventory (3 Week)	\$116,538
Warehouse Buildout Allowance	\$20,000
SQL Server & VMWare Licensing & User Licenses	\$5,000
WMS Scan Station Server & User Licenses	\$6,000
Tablet Integration Development	\$20,000
SIP Transfer & Web Call-Out Network & Security	\$6,200
26-Foot Box Truck @ \$1,980/Monthly Lease or Purchase Cost	\$23,760
Preventative Maintenance Plan	\$2,400

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Truck Fuel	\$6,825
Truck Insurance	\$3,500
NH Property Tax	\$1,325
Plastic Pallets & Totes w/ External Sleeves	\$10,460
15% Replacement Loss/Breakage for Pallets & Totes	\$1,569
Total No Cost Investments	\$325,706.00

3. CONTRACTOR REIMBURSEMENTS

Contractor proposes a comprehensive package of investment, financing, revenue-sharing and reimbursements to ensure that the NH Department of Corrections has all of the tools, resources and support needed to operate a successful state-wide canteen/commissary program to include, but not limited to Table 3: Contractor Reimbursement Value Worksheet.

Table 3: Contractor Reimbursement Value Worksheet

Contractor Cost Reimbursement to NHCI		Reimbursement Value
a.	Space Utilization	\$12,000
b.	(3) FTE Staff Estimated @ \$65,000 each ³	\$195,000
c.	(16) FTE Residents @ \$.60/hour	\$17,472
d.	Warehouse Consumable Bags, Boxes, Box Dividers, Printer Paper & Ink Cartridges @ \$1,120/week	\$58,240
Total Contractor Reimbursement Value		\$282,712.00

4. CONTRACTOR CANTEEN COMMISSARY REVENUE COMMISSION

Contractor proposes a comprehensive package of investment, financing, revenue-sharing and reimbursements to ensure that the NH Department of Corrections has all of the tools, resources and support needed to operate a successful state-wide canteen/commissary program to include, but not limited to Table 4: Contractor Canteen Commissary Revenue Commission Worksheet.

Table 4: Contractor Canteen Commissary Revenue Commission Worksheet

Contractor Canteen Revenue Commissary Commission
15% Commission on Canteen Commissary Sales (no unit price increase)

5. CONTRACTOR FOOD PACKAGE/PROPERTY REVENUE COMMISSION

Contractor proposes a comprehensive package of investment, financing, revenue-sharing and reimbursements to ensure that the NH Department of Corrections has all of the tools, resources and support needed to operate a successful state-wide canteen/commissary program to include, but not limited to Table 5: Contractor Food Package/Property Commission Worksheet.

³ Contractor shall reimburse NHDOC for actual wage & benefit expenses incurred and billed monthly by NHDOC.

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Table 5: Contractor Food Package/Property Commission Worksheet

Contractor Commissary Food Package Commission
15% Commission on Food Package Program (Summer)
15% Commission on Proposed Food Package Programs (Fall & Spring)
15% Property Catalog Purchases

6. CONTRACTOR SEASONAL FOOD PACKAGE/PROPERTY REIMBURSEMENT

Contractor proposes a comprehensive package of investment, financing, revenue-sharing and reimbursements to ensure that the NH Department of Corrections has all of the tools, resources and support needed to operate a successful state-wide canteen/commissary program to include, but not limited to Table 6: Contractor Seasonal Food/Property Package Reimbursement Value Worksheet.

Table 6: Contractor Seasonal Food Package/Property Package Reimbursement Value Worksheet

Contractor Commissary Seasonal Food Package/Property Revenue Commission	Est. Reimbursement Value
2% Handling Fee on Seasonal Food Package Program (Summer)	\$1,500
2% Handling Fee on Seasonal Proposed Food Package Programs (Fall & Spring)	\$3,000
Property Catalog Package Handling Program	\$12,880 ⁴

7. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in Section 1.8., *Form P-37 (v. 5/8/15) General Provisions*, ("Price Limitation"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor, if applicable, for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

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

8. INVOICING

The NH Department of Corrections shall submit correct invoices to the Contractor for all amounts to be paid by the Contractor. The NH Department of Corrections shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment.

⁴ Based on 6,000 packages at \$1.00 and 3,440 packages at \$2.00 requiring labor for unloading and re-palletizing and reshipping.

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

Invoices shall be sent to:

Invoices
Union Supply Group
Accounts Payable
P.O. Box 7006
Rancho Dominguez, CA 90224-7006

9. PAYMENT SCHEDULE AND ADDRESS

Table 9.1: Payment Schedule and Address by Program

Table 9.1 Payment Schedule and Address				
Program Type	Contractor Reimbursements ⁵	Canteen ⁶	Package ⁷	Property ⁸
Payable To	Treasurer, State of NH	Treasurer, State of NH	State of New Hampshire Department of Corrections Recreation Fund	Treasurer, State of NH
Payment Address	NH Department of Corrections P.O. Box 1806 Concord, NH 03302	NH Department of Corrections P.O. Box 1806 Concord, NH 03302	NH Department of Corrections P.O. Box 1806 Concord, NH 03302	NH Department of Corrections P.O. Box 1806 Concord, NH 03302
Payment Schedule	Monthly	Monthly	Upon completion of seasonal program Quarterly	Upon completion of seasonal program Quarterly

10. OVERPAYMENTS TO THE CONTRACTOR

The NH Department of Corrections shall promptly, but no later than fifteen (15) business days, return to the Contractor the full amount of any overpayment or erroneous payment, if applicable, upon discovery or notice from the State.

⁵ Part 3 – Exhibit B, *Price And Payment Schedule*, Section 3, Table 3: Contractor Reimbursement Value Worksheet, a. – d.

⁶ Part 3 – Exhibit B, *Price And Payment Schedule*, Section 3, Table 4: Contractor Canteen Commissary Revenue Commission Worksheet.

⁷ Part 3 – Exhibit B, *Price And Payment Schedule*, Section 3, Table 5: Contractor Food Package/Property Revenue Commission Worksheet.

⁸ Part 3 – Exhibit B, *Price And Payment Schedule*, Section 3, Table 6: Contractor Seasonal Food Package/Property Reimbursement Value Worksheet.

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11. CREDITS

The Contractor shall apply credits due, when applicable, to the State arising from overpayments by the Contractor out of this Contract, against the NH Department of Correction's invoices with appropriate information attached.

12. PROJECT HOLDBACK – NOT APPLICABLE

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EXHIBIT C
SPECIAL PROVISIONS**

PART 3 – EXHIBIT C: SPECIAL PROVISIONS

Use the special provision section to show appropriate changes to the terms outlined in the General Provisions.

1. CONTRACTOR TRANSITION

NH Department of Corrections, at its discretion, in any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

2. INSURANCE

- 2.1. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 2.2. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Worker's Compensation and Employers' Liability Insurance.
- 2.3. Contractor shall name the State of New Hampshire, NH Department of Corrections, as additionally insured for the life of the Contract and any renewals thereof.
- 2.4. Contractor shall provide Automobile Liability and Collision coverage at a minimum of \$250,000.00 per occurrence, \$500,000.00 per accident for Bodily Injury, and \$100,000.00 per accident for Property Damage.

3. USE OF CONTRACTOR TRUCK

- 3.1. Only drivers authorized by the State shall operate a Contractor-owned or leased vehicle for purposes relating to this Contract, provided the following minimum requirements are met as to each authorized driver:
 - 3.1.1. The driver has completed and signed an application for employment meeting the requirements of 49 C.F.R. 391.21;
 - 3.1.2. The driver has a valid and proper class driver's license issued by the State of New Hampshire;
 - 3.1.3. The driver passes a physical exam once every twenty-four (24) months conducted by a licensed medical examiner listed on the National Registry of Certified Medical Examiners for Non-CDL drivers;
 - 3.1.4. The driver passes a road test administered by the State, with a certificate of completion being issued, in accordance with 49 C.F.R. 391.31;
 - 3.1.5. The State conducts an inquiry to previous employers for the last three (3) years regarding the safety performance history of any new or prospective drivers;
 - 3.1.6. Once every twelve (12) months, the State shall collect and review a current motor vehicle record covering the preceding twelve (12) months for each driver to determine whether the driver still meets the minimum requirements for safe driving (the State

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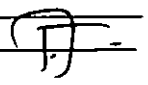
should consider the driver's accident record and any evidence that the driver has violated laws governing the safe operation of a motor vehicle);

- 3.1.7. Once every twelve (12) months, drivers shall submit a list to the State of all convicted violations of motor vehicle traffic laws and ordinances during the previous twelve (12) months; and
- 3.1.8. All certifications and documentation demonstrating compliance with the above requirements shall be maintained by the State in the driver's qualification file for as long as the driver is employed by the State and for three (3) years thereafter.

4. CONTRACTOR PRICE INCREASES AND SUBSTITUTIONS

- 4.1. Contractor may adjust pricing on canteen commissary items, or request to substitute items, once every six (6) month period following the Effective Date. Contractor shall provide the State with written notice of such price adjustments or item substitutions at least thirty (30) days prior to the date any such price adjustments or requested substitutions are to become effective. Price adjustments shall be based on actual supplier price/cost increases due to an increase in the cost of raw materials, production and manufacturing processes, or taxes. No proposed price adjustments or item substitutions will be effective without the State's prior consent, which shall not be unreasonably withheld. The State shall respond to such notifications and requests within a commercially reasonable time period.
- 4.2. In the event a canteen commissary item becomes discontinued by the supplier/manufacturer or otherwise unavailable to Contractor for reasons beyond Contractor's reasonable control, Contractor shall recommend new items to be substituted for the discontinued or unavailable item for the State to select and approve. Substitution requests for the reasons stated in this Section 4.2 may be made at any time during the term and any renewal terms of the Contract. The State shall respond to such substitution requests within a commercially reasonable time period, and shall not unreasonably withhold its approval.

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EXHIBIT D
ADMINISTRATIVE SERVICES**

PART 3 – EXHIBIT D: ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

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

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this request for proposal. Upon expiration or termination of the Contract with the State, the Contractor shall turn over all State-owned documents, material, reports, and work in progress relating to this request for proposal to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State.

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Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

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

6. ACCOUNTING REQUIREMENTS

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

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PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES**

PART 3 – EXHIBIT E: IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT

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

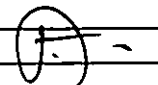
The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

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

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

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

- a. Project status related to the *Work Plan*;
- b. Deliverable status;
- c. Accomplishments during weeks being reported;



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IMPLEMENTATION SERVICES**

- d. Planned activities for the upcoming two (2) week period;
- e. Future activities;
- f. Issues and concerns requiring resolution; and
- g. Report and remedies in case of falling behind Schedule.

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

2. IMPLEMENTATION STRATEGY

2.1. KEY COMPONENTS

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Contract Agreement – Exhibit I: *Work Plan Work Plan*;

The Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The Contractor's team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

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

2.2. TIMELINE

The timeline is set forth in the Contract Agreement – Exhibit I: *Work Plan*. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Contract Agreement – Exhibit I: *Work Plan Work Plan*.

2.3. CHANGE MANAGEMENT AND TRAINING

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

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PART 3 - EXHIBIT F
TESTING SERVICES**

PART 3 – EXHIBIT F: TESTING SERVICES

The Contractor shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. The Contractor will also provide training as necessary to the State staff responsible for test activities. The Contractor shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test (UAT) conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Contract Agreement – Exhibit I: *Work Plan*. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation Tests, Regression Tests, Performance Tuning and Stress Tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

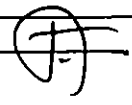
In addition, the Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and support required re-testing.

1.1. TEST PLANNING AND PREPARATION

The Contractor shall provide the State with an overall Test Plan that will guide all testing. The Contractor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Contract Agreement – Exhibit I: *Work Plan* and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed,



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configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Contract Agreement – Exhibit I: *Work Plan*, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing begins upon completion of the Software configuration as required and user training according to the Contract Agreement – Exhibit I: *Work Plan*. Testing ends upon issuance of a letter of UAT Acceptance by the State.

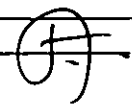
The Contractor must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2. SYSTEM INTEGRATION TESTING

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of file data exchanges and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the Contractor team(s) to confirm that the Application integrates with any file data exchanges. The test emphasizes end-to-end business processes, and the flow of information across applications. It includes all key business processes and file data exchanges being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined file data exchange requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and file data exchanges being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
Contractor Team Responsibilities	<ul style="list-style-type: none">• Take the lead in developing the Systems Integration Test Specifications.• Work jointly with the State to develop and load the data profiles to support the test Specifications.• Work jointly with the State to validate components of the test scripts.
State Responsibilities	<ul style="list-style-type: none">• Work jointly with the Contractor to develop the Systems Integration Test Specifications.• Work jointly with the Contractor to develop and load the data profiles to support the test Specifications.• Work jointly with the Contractor to validate components of the test scripts, modifications, fixes and other System interactions with the Contractor supplied Software Solution.
Work Product Description	<ul style="list-style-type: none">• The Integration-Tested System indicates that all file data exchanges between the application and the legacy and third-party systems, file data exchanges, and applications are functioning properly.



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- 1.3. **CONVERSION VALIDATION TESTING – NOT APPLICABLE**
In Conversion Validation Testing, target application functions are validated.

Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is file data exchanged to legacy or third-party applications/file data exchanges, testing verifies that the resulting flow of the converted data through these file data exchange points performs correctly.
Contractor Team Responsibilities	For conversions and file data exchanges, the Contractor's team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.4. **INSTALLATION TESTING**

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.5. **USER ACCEPTANCE TESTING**

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

The UAT is a verification process performed in a copy of the production environment. The UAT verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Contract Agreement – Exhibit I: *Work Plan*.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Contract Agreement – Exhibit I: *Work Plan*.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence.

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Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor Team Responsibilities	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with the Contractor in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the <i>Work Plan</i> .

1.6. PERFORMANCE TUNING AND STRESS TESTING

The Contractor shall develop and document hardware and Software configuration and tuning of Warehouse Management System (WMS) infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project.

1.7. SCOPE

The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

1.7.1 TEST TYPES

Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.

- a. **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or

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functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

- b. **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.2 TUNING

Tuning will be the Contractor led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

1.8. REGRESSION TESTING

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.

In designing and conducting such regression testing, the Contractor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the Contractor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

1.9. SECURITY REVIEW AND TESTING

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

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests and application vulnerability scanning.

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Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.
Access Control	Supports the management of permissions for logging onto a computer or network.
Encryption	Supports the encoding of data for security purposes.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Digital Signature	Guarantees the unaltered state of a file.
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party penetration tests and application vulnerability scanning.

Prior to the System being moved into production the Contractor shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.10. PENETRATION TESTING (NON-PCI ENVIRONMENT) – NOT APPLICABLE

The Contractor shall provide certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed annually by a qualified third-party contractor, and after every major upgrade.

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PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

PART 3 – EXHIBIT G: MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

1.1 CONTRACTOR'S RESPONSIBILITY

The Contractor shall maintain the System in accordance with the Contract.

1.1.1. MAINTENANCE RELEASES

The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

1.1.2. STANDARD AGREEMENT

The State will adopt the Contractor's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State information technology practices.

2. SYSTEM SUPPORT

The Contractor will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

2.1. Class A Deficiencies – The Contractor shall have available to the Department on-call telephone assistance, with issue tracking available to the Department, during Department business hours (M – F, 8:00 am – 5:00 p.m. EST) with an email/telephone response within two (2) hours of request, or the Contractor shall provide support with remote diagnostic Services within four (4) business hours of a request;

2.2. Class B & C Deficiencies – The Department shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within two (2) hours of notification of planned corrective action.

3. SUPPORT OBLIGATIONS AND TERM

3.1. The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract, including but not limited to S1.1 through S1.20 of the Support and Maintenance Requirements in Contract Agreement – Exhibit H *Requirements*.

3.2. The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the Department.

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- 3.3. For all maintenance Service calls, the Contractor shall ensure the following information will be collected and maintained: nature of Deficiency; current status of the Deficiency; action plans, dates and times; expected and actual completion time; Deficiency resolution information; Resolved by; Identifying number i.e. work order number and Issue identified by.
- 3.4. The Contractor must work with the Department to identify and troubleshoot potentially large scale System failures or Deficiencies by collecting the following information; mean time between reported Deficiencies with the Software; diagnosis of the root cause of the problem; and identification of repeat calls or repeat Software problems.
- 3.5. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Contract Agreement – Information Technology Provisions, Section 13: *Termination*, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State's refund request.
- 3.6. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies subject *State of New Hampshire Terms and Conditions*, DOC – RFP 2019-013; Contract Agreement – Information Technology Provisions, Section 13: *Termination*; Contract Agreement – *Form P-37 (v. 5/8/15) General Provisions*, Section 8, *Event of Default/Remedies*.

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PART 3 – EXHIBIT H: REQUIREMENTS

1. REQUIREMENTS

The following requirements table reflects those requirements listed in Department of Corrections RFP 2019-013 Appendix C: *System Requirements and Deliverables, Contractor Response Checklist*, and the Contractor's response to those requirements from their Proposal response to State of New Hampshire, Department of Corrections Response to DOC RFP 2019-013.

BUSINESS REQUIREMENTS				
Req #	Requirement Description	Criticality	Contractor Response	Delivery Method
Application Functions				
B1.1	Application must accept and process resident orders.	M	Yes	Standard
B1.2	Application must be accessible to residents via the GTL Kiosk/Tablet solution currently in place at NHDOC	M	Yes	Standard
B1.3	Application should track orders from the point of entry until fulfillment.	M	Yes	Standard
B1.4	Application should generate pick lists to facilitate order fulfillment.	M	Yes	Standard
B1.5	Application should track product inventory and allow for the creation of purchase orders or bulk orders from the suppliers.	M	Yes	Standard
B1.6	Application should allow for the return of products and restocking to inventory.	M	Yes	Standard
B1.7	Application must allow for purchase restrictions based on security or housing.	M	Yes	Standard
B1.8	Application should be able to provide a file exchange with the NHDOC's Offender Management System (CORIS).	M	Yes	Future
B1.9	Contractor shall provide any software licenses needed for the implementation of their proposal.	M	Yes	Standard
B1.10	Application must generate sales reports based on resident, item, time period, etc.	M	Yes	Standard
Network Infrastructure				
B2.1	Contractor shall supply all equipment and infrastructure needed to support an onsite LAN.	M	Yes	Standard
B2.2	Contractor shall be responsible to supply any connections to the Internet or outside WAN via a separate dedicated line.	M	Yes	Standard
B2.3	Contractor shall provide any computer hardware necessary for the implementation of their proposal.	M	Yes	Standard
Non-Technical				
B3.1	Contractor shall provide all product(s) for resale through the canteen.	M	Yes	Standard

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Non-Technical continued				
B3.2	Contractor shall utilize local suppliers whenever appropriate.	M	Yes	Standard
B3.3	Contractor shall provide staff as necessary to implement their proposal.	M	Yes	Standard
B3.4	Contractor shall provide support to DOC staff regarding canteen operations.	M	Yes	Standard
B3.5	Contractor shall assist in the development of job training programs for resident workers assigned to the canteen/commissary.	M	Yes	Standard
B3.6	Contractor may include resident package program fulfillment in addition to canteen/commissary.		Yes	Future

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APPLICATION REQUIREMENTS				
Req #	Requirement Description	Criticality	Contractor Response	Delivery Method
General Specifications				
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard
Application Security				
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .	M	Yes	Standard
A2.3	Enforce unique user names.	M	Yes	Standard
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	Yes	Standard/ Future
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide <i>User Account and Password Policy</i> .	M	Yes	Standard
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	Yes	Standard
A2.8	Provide the ability to limit the number of people that can grant or change authorizations	M	Yes	Standard
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard/ Future
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard

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Application Security Continued				
A2.13	All logs must be kept for six (6) months.	M	Yes	Standard
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard
A2.16	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard
A2.19	Utilize change management documentation and procedures	M	Yes	Standard
A2.20	Web Services: The service provider shall use Web services exclusively to file data exchange with the State's data in near real time when possible.	M	Yes	Standard

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TESTING REQUIREMENTS				
Req #	Requirement Description	Criticality	Contractor Response	Delivery Method
Application Security Testing				
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard
T1.2	The Contractor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Yes	Standard
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Yes	Standard
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Yes	Standard
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Yes	Standard
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	Yes	Standard
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Yes	Standard
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard
T1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Yes	Standard

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Application Security Testing				
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Standard
T1.14	Prior to the System being moved into production, the Contractor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard
T1.15	Contractor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard
Standard Testing				
T2.1	The Contractor must test the software and the system using an industry standard and State approved testing methodology as more fully described and incorporated by reference.	M	Yes	Standard
T2.2	The Contractor must perform application stress testing and tuning as more fully described and incorporated by reference.	M	Yes	Standard
T2.3	The Contractor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard
T2.4	The Contractor must define and test disaster recovery procedures.	M	Yes	Standard

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HOSTING-CLOUD REQUIREMENTS				
Req #	Requirement Description	Criticality	Contractor Response	Delivery Method
Operations				
H1.1	Contractor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires: 1) Multiple independent distribution paths serving the IT equipment. 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%	M	Yes	Standard
H1.2	Contractor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard
H1.4	Contractor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard
H1.5	Contractor shall monitor System, security, and application logs.	M	Yes	Standard
H1.6	Contractor shall manage the sharing of data resources.	M	Yes	Standard
H1.7	Contractor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard
H1.8	The Contractor shall monitor physical hardware.	M	Yes	Standard
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Contractor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes	Standard
H1.10	The Contractor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire Attorney General's Office.	M	Yes	Standard

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Disaster Recovery				
H2.1	Contractor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard
H2.3	Contractor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Contractor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard
Hosting Security				
H3.1	The Contractor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes	Standard
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard
H3.5	The Contractor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Yes	Standard

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Hosting Security continued				
H3.6	The Contractor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Contractor' hosting infrastructure and/or the application upon request.	M	Yes	Standard
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA	M	Yes	Standard
H3.9	The Contractor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Contractor learns of their occurrence.	M	Yes	Standard
H3.10	The Contractor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes	Standard
Service Level Agreement				
H4.1	The Contractor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard
H4.2	The Contractor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard
H4.3	The Contractor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard
H4.4	All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.		Yes	Standard
H4.5	The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 8:00am to 5:00 p.m. Monday through Friday EST;	M	Yes	Standard

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Service Level Agreement continued				
H4.6	<p>The Contractor shall conform to the specific deficiency class as described:</p> <ul style="list-style-type: none"> Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	Yes	Standard
H4.7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> Class A Deficiencies - The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; Class B & C Deficiencies - The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; 	M	Yes	Standard
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, seven (7) days a week except for during scheduled maintenance.	M	Yes	Standard
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard

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Service Level Agreement continued				
H4.10	If The Contractor is unable to meet the uptime requirement, The Contractor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard
H4.11	The Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard
H4.13	The Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard
H4.14	The Contractor will give two (2) business days' prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard

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SUPPORT & MAINTENANCE REQUIREMENTS				
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Support & Maintenance Requirements				
S1.1	The Contractor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard
S1.4	The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 8:00am to 5:00p.m. Monday through Friday EST;	M	Yes	Standard
S1.5	<p>The Contractor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <ul style="list-style-type: none"> Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System; low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	Yes	Standard
S1.6	The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard

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Support & Maintenance Requirements continued				
S1.9	For all maintenance Services calls, The Contractor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by; 7) Identifying number i.e. work order number; 8) Issue identified by.	P	Yes	Standard
S1.10	The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	Yes	Standard
S1.11	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: <ul style="list-style-type: none"> Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an e-mail / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties 	M	Yes	Standard
S1.12	The Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard
S1.13	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard

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Support & Maintenance Requirements continued				
S1.14	The Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard
S1.15	The hosting server for the State shall be available twenty-four (24) hours a day, seven (7) days a week except for during scheduled maintenance.	M	Yes	Standard
S1.16	The Contractor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard
S1.17	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard
S1.18	The Contractor will give two (2) business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard
S1.19	All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within thirty (30) days of release by their respective manufacturers.	M	Yes	Standard
S1.20	The Contractor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files if applicable.	M	Yes	Standard

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PROJECT MANAGEMENT				
Req #	Requirement Description	Criticality	Contractor Response	Delivery Method
Project Management				
P1.1	Contractor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard
P1.2	Contractor shall provide Project Staff as specified in the RFP.	M	Yes	Standard
P1.3	Contractor shall submit a finalized <i>Work Plan</i> within ten (10) days after Contract award and approval by Governor and Council. The <i>Work Plan</i> shall include, without limitation, a detailed description of the Schedule, Tasks, Deliverables, critical events, task dependencies, and Payment Schedule. The plan shall be updated no less than <i>weekly</i>	M	Yes	Standard
P1.4	Contractor shall provide detailed <i>weekly</i> status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how – WORD format – on-Lind, in a common library or on paper).	M	Yes	Standard

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PART 3 - EXHIBIT I
WORK PLAN**

PART 3 – EXHIBIT I: WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Contract Agreement – Exhibit I: *Work Plan* for Implementation within ten (10) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary *Work Plan* are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the *Work Plan* is a joint effort on the part of the Contractor and State Project Managers.

The preliminary *Work Plan* for Implementation created by the Contractor and the State is set forth at the end of this Exhibit.

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

1. ASSUMPTIONS

1.1. GENERAL

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

1.2. PROJECT MANAGEMENT

- a. The State shall approve the Project Management Methodology used for the Project.
- b. The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- c. A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the Contractor and State team on a

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“shared” network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

- d. The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

1.3. CONVERSIONS – NOT APPLICABLE

- a. The Contractor Team’s proposal is based on the assumption that the State’s technical team is capable of implementing, with assistance from the Contractor’s technical team, a subset of the conversions. The Contractor’s Team shall lead the State with the mapping of the legacy Data to the Contractor’s applications.
- b. Additionally, the Contractor’s Team shall:
 - i. Provide the State with Contractor’s application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Contractor’s Team shall identify the APIs the State should use in the design and development of the conversion.
 - ii. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
 - iii. Lead the review of functional and technical Specifications.
 - iv. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

1.4. PROJECT SCHEDULE

- a. Deployment with a planned go-live date shall be based on the final Deliverables, Milestones and Activities Schedule.⁹

1.5. REPORTING

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

1.6. USER TRAINING

- a. The Contractor’s Team shall lead the development of the end-user training plan.
- b. A train the trainer approach shall be used for the delivery of end-user training.
- c. The State is responsible for the delivery of end-user training.
- d. The State shall schedule and track attendance on all end-user training classes.

1.7. PERFORMANCE AND SECURITY TESTING

- a. The Contractor’s Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- b. The State shall work with the Contractor on all testing as set forth in Contract Exhibit F – *Testing Services*.

⁹ The Deliverables, Milestones, and Activities Schedule, Section 2., Contract Agreement – Exhibit A: *Contract Deliverables*, unless otherwise specified, the projected delivery dates shall be from the “Effective Date”.

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2. ROLES AND RESPONSIBILITIES

2.1. CONTRACTOR TEAM ROLES AND RESPONSIBILITIES

2.1.1. CONTRACTOR PROJECT EXECUTIVE

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

2.1.2. CONTRACTOR TEAM PROJECT MANAGER

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

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

2.1.3. CONTRACTOR TEAM ANALYSIS

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

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

2.1.4. CONTRACTOR TEAM TASKS

The Contractor team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and file data exchange programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures;
- Unit testing of conversions and file data exchanges developed; and
- System Integration Testing.

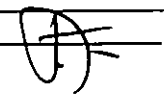
3. STATE ROLES AND RESPONSIBILITIES

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

3.1. STATE PROJECT MANAGER

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

- a. Plan and conduct a kick-off meeting with assistance from the Contractor team;
- b. Assist the Contractor Project Manager in the development of a detailed *Work Plan*;
- c. Identify and secure the State Project Team members in accordance with the *Work Plan*;



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- d. Define roles and responsibilities of all State Project Team members assigned to the Project;
- e. Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- f. Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- g. Inform the Contractor Project Manager of any urgent issues if and when they arise; and
- h. Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks;
- i. Manage handoff to State operational staff; and
- j. Manage State staff during Transition Services as needed.

3.2. STATE SUBJECT MATTER EXPERT(S) (SME)

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


- a. Be the key user and contact for their Agency or Department;
- b. Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- c. Assist in validating and documenting user requirements, as needed;
- d. Assist in mapping business requirements;
- e. Assist in constructing test scripts and data;
- f. Assist in System Integration, and Acceptance Testing;
- g. Assist in performing conversion and integration testing and Data verification;
- h. Attend Project meetings when requested; and
- i. Assist in training end users in the use of the Contractor Software Solution and the business processes the application supports.

3.3. STATE TECHNICAL LEAD AND ARCHITECT

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

- a. Attend technical training as necessary to support the Project;
- b. Assist the State and the Contractor Team Project Managers to establish the detailed *Work Plan*;
- c. Manage the day-to-day activities of the State's technical resources assigned to the Project;
- d. Work with State IT management to obtain State technical resources in accordance with the *Work Plan*;
- e. Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
- f. Represent the technical efforts of the State at weekly Project meetings.

3.4. STATE TESTING ADMINISTRATOR



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

- a. Coordinating the development of system, integration, performance, and Acceptance Test plans;
- b. Coordinating system, integration, performance, and Acceptance Tests;
- c. Chairing test review meetings;
- d. Coordinating the State's team and external third parties' involvement in testing;
- e. Ensuring that proposed process changes are considered by process owners;
- f. Establish priorities of Deficiencies requiring resolution; and
- g. Tracking Deficiencies through resolution.

4. SOFTWARE APPLICATION

The State utilizes the Microsoft Office suite for daily functions. Documents must be provided in a format that can be accessed by these tools.

5. CONVERSIONS – NOT APPLICABLE

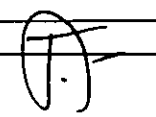
The following Table 5.1 identifies the conversions within the scope of this Contract.

Table 5.1: Planned Conversions

Conversion	Components, If applicable	Lead Responsibility	Description

5.1. CONVERSION TESTING RESPONSIBILITIES

- The Contractor Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The Contractor Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The Contractor Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the Contractor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the Contractor Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.



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6. FILE DATA EXCHANGES

File Data Exchanges shall be implemented in cooperation with the State. The following Table 6.1 identifies the file data exchanges within the scope of this Contract and their relative assignment.

Table 6.1: In-Scope File Data Exchanges

File Data Exchanges	Third Party Vendor/Agency	Responsible Party	Description
Data Warehouse	NH DoIT	Contractor/NHDOC	Centralized Data Warehouse
Offender Management System	CORIS®	Contractor/NHDOC	Offender Management System: 3 rd Party

6.1. FILE DATA EXCHANGES RESPONSIBILITIES

- The Contractor Team shall provide the State Contractor Application Data requirements and examples, of data mappings and file data exchanges implemented on other Projects. The Contractor Team shall identify the APIs the State should use in the design and development of the file data exchange.
- The Contractor Team shall lead the review of functional and technical file data exchange Specifications.
- The Contractor Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the file data exchanges.
- The Contractor Team shall document the functional and technical Specifications for the file data exchanges.
- The Contractor Team shall create the initial Test Plan and related scripts to Unit Test the file data exchanges. The State shall validate and accept.
- The Contractor Team shall develop and Unit Test the file data exchange.
- The State and the Contractor Team shall jointly verify and validate the accuracy and completeness of the file data exchange.
- The State is responsible for documenting the procedures required to run the file data exchanges in production.
- The State shall document the technical changes needed to legacy systems to accommodate the file data exchange.
- The State and Contractor shall develop and test all legacy application changes needed to accommodate the file data exchange.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the file data exchanges.
- The State is responsible for the scheduling of file data exchange operation in production.
- Contractor shall work with the State to develop, test, and implement file data exchange to legacy system.

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7. APPLICATION MODIFICATION

To more fully address the State's requirements, the Contractor Team shall implement the following application modifications. The following Table 7.1 identifies the modifications that are within the scope of this Contract.

Table 7.1: Modifications – Contractor Developed for future modifications mutually agreed upon

Requirement	Components, if applicable	Enhancement Description
Warehouse Management System (WMS)	Future modifications mutually agreed upon	
Bug Fixes	Future modifications mutually agreed upon	
Patch (version) Updates	Future modifications mutually agreed upon	
Major Upgrades & Releases	Future modifications mutually agreed upon	

8. PRELIMINARY WORK PLAN

The following Table 8.1 provides the preliminary agreed upon Contract Agreement – Exhibit I: *Work Plan* for the Contract.

Table 8.1: High Level Preliminary NH Project Plan

Task Name	Duration	Proposed Delivery Timeframe
Project Management		
Conduct Project Kickoff Meeting		Within 1 st ten (10) days of Contract Award
Project Status Report (BaseCamp)	75 Days	Every Friday, Week # 1- 9
Work Plan	7 Days	Week # 1
Infrastructure Plan, including Desktop and Network Configuration Requirements	14 Days	Week # 2
Security Plan	N/A	Not Applicable
Communications and Change	N/A	Not Applicable
Requirements Trace Ability Matrix	N/A	Not Applicable
Software Configuration Plan	N/A	Not Applicable
Systems File Data Exchange Plan and Design/Capability	14 Days	Week # 2
Testing Plan	21 Days	Week # 3

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Task Name	Duration	Proposed Delivery Timeframe
Data Conversion Plan and Design	N/A	N/A
Deployment Plan	21 Days	Week # 3
Comprehensive Training Plan and Curriculum	14 Days	Week # 2
Documentation of Operational Procedures	14 Days	Week # 2
End User Support Plan	N/A	N/A
Business Continuity Plan	Ongoing	Ongoing
Installation		
Provide any Required Infrastructure (networking, hardware etc.)	42 Days	Week # 6
Provide Software Licenses, if needed	21 Days	Week # 3
Provide Fully Tested Data Conversion Software	N/A	Not Applicable
Provide Software Installed, Configured and Operational to Satisfy State Requirements	49 Days	Week # 7
Testing		
Conduct Integration Testing on Software	35 Days	Week # 5
Conduct User Acceptance Testing	21 Days	Week # 3
Perform Production Tests	49 Days	Week # 7
Test In-Bound and Out-Bound File Data Exchanges	49 Days	Week # 7
Conduct System Performance (Load/Stress) Testing	N/A	Not Applicable
Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning	N/A	Not Applicable
System Deployment		
Converted Data Loaded into Production Environment	N/A	Not Applicable
Provide Tools for Backup and Recovery of all Applications and Data	42 Days	Week # 6
Conduct Training	21 Days	Week # 8
Cutover to New Software	56-63 Days	Week # 8 - 9
Provide Documentation	49 Days	Week # 7
Execute Security Plan	N/A	Not Applicable
Operations		
Supply Initial Product Inventory	21 Days	Week # 8
Ongoing Hosting Support		Ongoing
Ongoing Support & Maintenance		Ongoing
Project Close Out Meeting/Final Acceptance	63 Days	Week # 9

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PART 3 - EXHIBIT J
SOFTWARE AGREEMENT**

PART 3 – EXHIBIT J: SOFTWARE AGREEMENT

1. LICENSE GRANT

The Software License shall grant the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. Upon the termination of this Contract Agreement, the Contractor shall maintain no responsibility whatsoever for the software system's operation, maintenance, warranties and/or support. As of the termination date, the software shall remain as-is with the Contractor maintaining no obligations or further responsibility for the workmanship of said software.

The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written Agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

1.1. SOFTWARE AND DOCUMENTATION COPIES

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

1.2. RESTRICTIONS

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

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

1.3. TITLE

The Contractor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

1.4. THIRD PARTY

The Contractor shall identify all third party contracts to be provided under the Contract with the Contractor's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Part 1 – *Form P-37 (v. 5/8/15) General Provisions*, Contract Agreement.

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SOFTWARE AGREEMENT**

2. SOFTWARE ESCROW – NOT APPLICABLE

Upon State's request, Contractor shall place the source code of the Software in an escrow account setup and maintained by the State and its selected Third Party Contractor. If Source Code is obtained by State through escrow, such Source Code shall remain subject to every license restriction, proprietary rights protection, and other State obligations specified in this Agreement. State may use Source Code for the sole purpose of supporting its use of the Licensed Software as expressly permitted under this Agreement, and for no other purpose whatsoever. When Source Code resides in a central processing unit, State shall limit access to its authorized employees who have a need to know in order to support the Licensed Software. State shall at all times implement strict access security measures in order to prevent unauthorized disclosure, use, or removal of Source Code. State also agrees that all persons with access to the Source Code shall execute confidentiality agreements consistent with the obligations of State hereunder. Source code held in escrow may be tested for authenticity and reliability at designated times by State. The source code shall be released to the State if one of the following events has occurred:

- 2.1. Contractor has made an assignment for the benefit of creditors;
- 2.2. Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- 2.3. A receiver or similar officer has been appointed to take charge of all or part of Contractor's assets;
- 2.4. Contractor terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- 2.5. Contractor defaults under the Contract; or
- 2.6. Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

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EXHIBIT K
WARRANTY & WARRANTY SERVICES**

PART 3 – EXHIBIT K: WARRANTY & WARRANTY SERVICE

1. WARRANTIES

1.1. SYSTEM

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

1.2. SOFTWARE

The Contractor warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Software warranty, the State's remedy, and the Contractor's entire liability, shall be:

- a. The correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to the Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. The re-performance of the deficient Services; or
- c. If the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

1.3. NON-INFRINGEMENT

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

1.4. VIRUSES, DESTRUCTIVE PROGRAMMING

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

1.5. COMPATIBILITY

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

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WARRANTY & WARRANTY SERVICES**

1.6. SERVICES


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

2. WARRANTY SERVICES

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

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- c. The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty-four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State; and
- f. For all Warranty Services calls, the Contractor shall ensure the following information will be collected and maintained:
 1. Nature of the Deficiency;
 2. Current status of the Deficiency;
 3. Action plans, dates, and times;
 4. Expected and actual completion time;
 5. Deficiency resolution information;
 6. Resolved by;
 7. Identifying number i.e. work order number; and
 8. Issue identified by.
- g. The Contractor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
 1. Mean time between reported Deficiencies with the Software;
 2. Diagnosis of the root cause of the problem; and
 3. Identification of repeat calls or repeat Software problems.
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Contractor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.



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WARRANTY & WARRANTY SERVICES**

If in the Event of Default, the Contractor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Contractor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees within ninety (90) days of notification to the Contractor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, except for the warranty for non-infringement, which shall remain in effect in indefinitely.

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EXHIBIT L
TRAINING SERVICES**

PART 3 – EXHIBIT L: TRAINING SERVICES

The Contractor shall provide the following Training Services:

1. USER TRAINING APPROACH

Contractor shall provide a variety of training methodologies to NH Department of Corrections staff and residents for the proposed Canteen/Commissary Services program.

1.1. PHASE I

- Residents will require training to use the Interactive Voice Response (IVR) and Web App components to place commissary orders. Training will be instructional based using the following methodologies:

Application	Training Methodology	Location
Landline Phone	Post Bi-Lingual (English and Spanish) Instructional Poster	All Facilities
GTL Inspire® Tablet & Kiosks	Frequently Asked Questions Tutorial	Tablet App
GTL Inspire® Tablet & Kiosks	Illustrative and Instructional videos	Tablet & Kiosk Solution

1.2. PHASE II

- NH Department of Corrections Staff will require training for the Partner Portal and the Order-Issuing Process/Credit-Refund components. Training shall constitute the following training methodologies:

Application	Training Methodology	Location
Order-Issuing, Credit- Refund, Order Histories, Search	On-Site	All Facilities
	On-Line Training Tutorial (Web-Ex)	All Facilities
	Remote Phone & Desk-Top/On- Line/Chat Sessions	All Facilities

1.3. PHASE III

- NH Department of Corrections Administrative Staff will require training for the back office applications of the Partner Portal components. Training shall constitute the following training methodologies:

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Application	Training Methodology	Location
Ordering, Credit-Refund, Order Histories, Search Reporting: Sales, Commission Histories, Ad-Hoc Matrix Reports, etc.	On-Line Training Tutorial (Web-Ex)	All Facilities, HQ
	Remote Phone & Desk-Top/On-Line/Chat Sessions	All Facilities, HQ

1.4. PHASE IV

- Residents and NH Department of Corrections Staff will require training on warehouse management for the NH Correctional Industries (NHCI) Fulfillment Program. Training shall constitute the following training methodologies:

Application	Training Methodology	Location
Warehouse Management	On-Site Contractor Implementation Team	NHCF-W
	Instructional Manuals	
	On-Line Training Tutorial (Web-Ex)	
	Remote Phone & Desk Top/On-Line/Chat Sessions	

1.5. PHASE V

- Residents and NH Department of Corrections Staff will require training on fulfillment operations for the NH Correctional Industries (NHCI) Fulfillment Program. Training shall constitute the following training methodologies:

Application	Training Methodology	Location
Warehouse Operations	On-Site Contractor Implementation Team	NHCF-W
	Instructional Manuals	
	On-Line Training Tutorial (Web-Ex)	
	Remote Phone & Desk Top/On-Line/Chat Sessions	

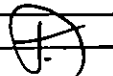
**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
CANTEEN/COMMISSARY SERVICES
SAAS CONTRACT 2019-013
EXHIBIT L
TRAINING SERVICES**

2. OPTIONAL TRAINING

OSHA accredited 40-hour course on forklift, powered-pallet jack and hand-truck use for residents who will participate in the NHCI Fulfillment Program.

3. ONGOING TRAINING

- Remote Phone & Desk Top/Chat Sessions/ On-Line Tutorials and Manuals shall be provided and available by the Contractor for the life of the Contract and any renewal(s) thereof.
- Refresher and New User Training shall be provided and available by the Contractor for the life of the Contract and any renewal(s) thereof.
- Contractor shall provide assistance to the NH Department of Corrections for curriculum development of training programs to include topics as: Supply Chain Management Principles, Warehouse Operations, Transportation Operations, and Inventory and Supply Management to provide transferable, technical work skills needed for reentry opportunities.



**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
CANTEEN/COMMISSARY SERVICES
SAAS CONTRACT 2019-013
PART 3 - EXHIBIT M
AGENCY RFP WITH ADDENDUMS, BY REFERENCE**

PART 3 – EXHIBIT M: AGENCY RFP WITH ADDENDUMS, BY REFERENCE

RFP for the provision of attached **Canteen/Commissary Services** for the NH Department of Corrections.
RFP Closing Date: 9/7/2018, by reference:

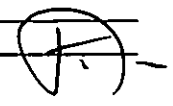
1. **NHDOC DoIT 2019-013 Canteen/Commissary Services, Closes 9/7/2018:**
https://www.nh.gov/nhdoc/business/documents/nhdoc_doit2019-03_canteen.pdf
2. **NHDOC DoIT 2019-013 Canteen/Commissary Services Business Requirements:**
<https://www.nh.gov/nhdoc/business/rfp.html>
3. **Addendum # 1 RFP 2019-013 Canteen/Commissary Services:**
<https://www.nh.gov/nhdoc/business/documents/2019-013-addendum-1.pdf>
4. **NHDOC DoIT 2019-013 Canteen/Commissary Services, Questions and Answers:**
<https://www.nh.gov/nhdoc/business/documents/2019-013-spreadsheet.pdf>

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
CANTEEN/COMMISSARY SERVICES
SAAS CONTRACT 2019-013
PART 3 - EXHIBIT N
VENDO PROPOSAL, BY REFERENCE**

PART 3 – EXHIBIT N: *CONTRACTOR PROPOSAL, BY REFERENCE*

Contractor RFP for the provision of attached **Canteen/Commissary Services** for the NH Department of Corrections. RFP Closing Date: 9/7/2018, by reference:

- Union Supply Group, Inc. Proposal to NH Department of Corrections RFP 2019-013 Canteen/Commissary Services dated September 5, 2018 is hereby incorporated by reference as fully set forth herein.
- Union Supply Group, Inc. Job Duties and Responsibilities and Summary of On The Job Training requirements is hereby incorporated by reference as fully set forth herein.

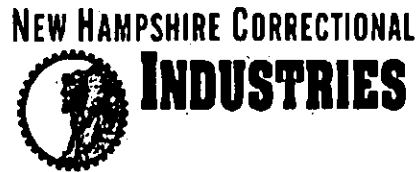


**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
CANTEEN/COMMISSARY SERVICES
SAAS CONTRACT 2019-013
PART 3 - EXHIBIT O
ATTACHMENTS AND CERTIFICATES**

PART 3 – EXHIBIT O: ATTACHMENTS AND CERTIFICATES

RFP for the provision of attached Canteen/Commissary Services for the NH Department of Corrections,
RFP Closing Date: 9/7/2018 Attachments and Required Contract Documents:

1. **NHDOC DoIT 2019-013 Canteen/Commissary Services, Questions and Answers:**
<https://www.nh.gov/nhdocusbusiness/documents/2019-013-spreadsheet.pdf>;
2. **Contractor's Certificate of Good Standing** (obtained from the NH Secretary of State's Office by the Contractor);
3. **Contractor's Certificate of Vote/Authority:**
http://www.nh.gov/nhdocusbusiness/rfp_bidding_tools.htm;
4. **Contractor's Certificate of Insurance** (Contractor supplied):
5. **Comprehensive General Liability Insurance Acknowledgement Form:**
http://www.nh.gov/nhdocusbusiness/rfp_bidding_tools.htm;
6. **NHDOC Administrative Rules, Conduct And Confidentiality Information:**
http://www.nh.gov/nhdocusbusiness/rfp_bidding_tools.htm;
7. **FBI CJIS Security Addendum:**
http://www.nh.gov/nhdocusbusiness/rfp_bidding_tools.htm;
8. **PREA Contractor Acknowledgement Form:**
http://www.nh.gov/nhdocusbusiness/rfp_bidding_tools.htm.



ADDENDUM # 1 to RFP NHDOC DoIT 2019-013

**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND
SUBMITTED WITH THE VENDOR'S BID RESPONSE.**

RFP: NHDOC DoIT 2019-013 Canteen/Commissary Services

(1) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Section 2., Schedule of Events, Page 5 of 87:

Delete:

EVENT	DATE	TIME
RFP released to Vendors (on or about)	July 13, 2018	On or before 2:00 p.m. EST
Vendor Inquiry Period begins (on or about)	August 3, 2018	2:00 p.m. EST
Notification to the State of the number of representatives attending the (Mandatory or Optional) Vendor Conference	Not Applicable	Not Applicable
(Mandatory or Optional) Vendor Conference; location identified in Section 4.3: Vendor Conference	Not Applicable	Not Applicable
Vendor Inquiry Period ends (final inquiries due)	August 10, 2018	2:00 p.m. EST
Final State responses to Vendor inquiries	August 17, 2018	On or before 4:30 p.m. EST
Final date for Proposal submission	September 7, 2018	2:00 p.m. EST
Invitations for oral presentations	Week of September 10 – 14, 2018	TBD
Vendor presentations/discussion sessions/interviews, if necessary	Week of September 17 – 21, 2018	TBD
Anticipated Governor and Council approval	December 2018	
Anticipated Notice to Proceed	January 1, 2019	

Add:

EVENT	DATE	TIME
RFP released to Vendors (on or about)	July 13, 2018	On or before 2:00 p.m. EST
Vendor Inquiry Period begins (on or about)	August 3, 2018	2:00 p.m. EST
Notification to the State of the number of representatives attending the (Mandatory or Optional) Vendor Conference	Not Applicable	Not Applicable
(Mandatory or Optional) Vendor Conference; location identified in Section 4.3: Vendor Conference	Not Applicable	Not Applicable
Vendor Inquiry Period ends (final inquiries due)	August 10, 2018	2:00 p.m. EST
Final State responses to Vendor inquiries	August 21, 2018	On or before 4:30 p.m. EST
Final date for Proposal submission	September 7, 2018	2:00 p.m. EST
Invitations for oral presentations	Week of September 17 – 21, 2018	TBD
Vendor presentations/discussion sessions/interviews, if necessary	Week of September 24 – 28, 2018	TBD
Anticipated Governor and Council approval	December 2018	
Anticipated Notice to Proceed	January 1, 2019	

(2) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: State of New Hampshire Proposal Transmittal Form Letter, Section 4., Instructions, Subparagraph 4.18.2, Transmittal Form Letter, Page 11 of 87:

Delete: "RE: Proposal Due Date and Time: July 13, 2018 2:00PM"

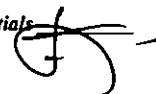
Add: "RE: Proposal Due Date and Time: September 7, 2018 2:00PM"

(3) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Appendix D: Topics for Mandatory Narrative Responses, Topic 14 - Testing Section 4., Page 33 of 87:

Delete: "Response Page Limit: 6 – Appendix Required"

Add: "Response Page Limit: 10 – Appendix Required"



State of New Hampshire

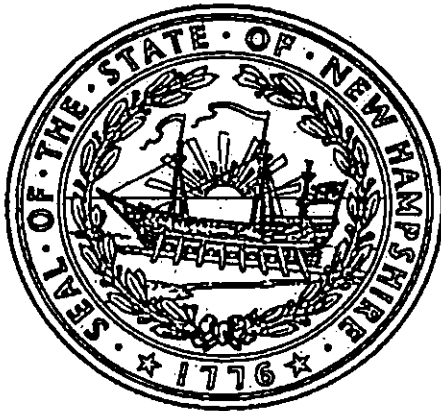
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UNION SUPPLY GROUP, INC. is a California Profit Corporation registered to transact business in New Hampshire on September 04, 2018. 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: 802466

Certificate Number : 0004461217



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of March A.D. 2019.

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

William M. Gardner
Secretary of State



State of New Hampshire
Department of State
2019 ANNUAL REPORT

Filed
Date Filed: 1/3/2019
Effective Date: 1/3/2019
Business ID: 802466
William M. Gardner
Secretary of State

BUSINESS NAME:	UNION SUPPLY GROUP, INC.
BUSINESS TYPE:	Foreign Profit Corporation
BUSINESS ID:	802466
STATE OF INCORPORATION:	California

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
2301 East Pacifica Place Rancho Dominguez, CA, 90220, USA	2301 East Pacifica Place Rancho Dominguez, CA, 90220, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: INCORP SERVICES, INC. (420703)
REGISTERED AGENT OFFICE ADDRESS: 152 S Mast Street Goffstown, NH, 03045, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
No records to view.	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Tom Thomas	2301 East Pacifica Place, Rancho Dominguez, CA, 90220, USA	President
Tom Thomas	2301 East Pacifica Place, Rancho Dominguez, CA, 90220, USA	Director
Scott Schaldenbrand	2301 East Pacifica Place, Rancho Dominguez, CA, 90220, USA	Chief Financial Officer

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.
Title: Chief Financial Officer
Business Name: UNION SUPPLY GROUP INC
Name of Signer: Scott Schaldenbrand
Title of Signer: Chief Financial Officer

Certificate of Authority # 1

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

Corporate Resolution

I, Scott Schaldenbrand hereby certify that I am duly elected Chief Financial Officer of
(Name)

Union Supply Group, Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June
(Month)

15, 2018 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

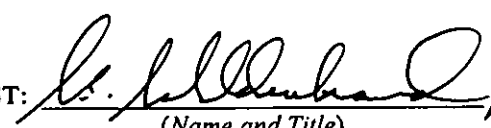
VOTED: That Tom Thomas, President and Chief Executive Officer (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of Union Supply Group, Inc.
(Name of Corporation or LLC)

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

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

DATED: 4/29/19

ATTEST:  CFO.
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2019

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

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

PRODUCER Commercial Lines - (310) 543-9995 USI Insurance Services LLC - CA Lic#: 0D08408 21250 Hawthorne Boulevard, Suite 600 Torrance, CA 90503-5519	CONTACT NAME: Kimberly Velasquez PHONE (A/C, No, Ext): 424.390.0007 FAX (A/C, No): 610.537.2397 E-MAIL ADDRESS: kimberly.velasquez@usi.com														
INSURED Union Supply Group, Inc. 2301 Pacifica Place Rancho Dominguez, CA 90220	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Property Casualty Co of America</td><td>25674</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></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co of America	25674	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Property Casualty Co of America	25674														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 14136929 **REVISION NUMBER:** See below

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	ADOL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			630-1G750601-TIL-18 Union Supply	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> UM/UIM			BA-1G750601-18-CAG Union Supply	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-4J93096A-18-14 Union Supply	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-8K458621-18-14 Union Supply	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Physical Damage: - Scheduled Autos - Hired Autos			BA-1G750601-18-CAG	08/01/2018	08/01/2019	Actual Cash Value, Less \$1,000 Deductible Comprehensive \$1,000 Deductible Collision

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

State of New Hampshire, NH Department of Corrections, shall be named Additional Insured as it relates to General Liability and Automobile Liability where required by written contract, per the attached endorsements.

CERTIFICATE HOLDER State of New Hampshire NH Department of Corrections 105 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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ACORD 25 (2016/03)

(This certificate replaces certificate 14119974 issued on 4/10/2019)

**New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit**

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

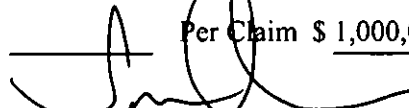
- ☐ The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- ☐ (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

\$ Per Claim \$ 1,000,000.00 Per Incident/Occurrence \$ 2,000,000.00 General Aggregate

 President and Chief Executive Officer 4/29/19
Signature Title Date

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.

Tom Thomas
Name

Signature

Date

Robert Stokely
Witness Name

Signature

Date

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

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

Tom Thomas

Name

Signature

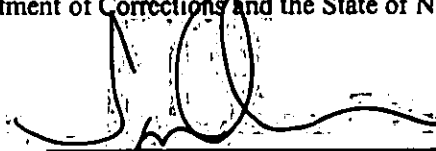
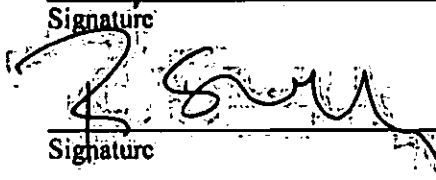
Date

Witness Name

Signature

Date

Robert Stokely

4/29/19
4/29/19

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.

Tom Thomas

Name

Signature

Date

Robert Stokely

Witness Name

Signature

Date

APPENDIX H SECURITY ADDENDUM

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

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

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

- 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
- 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
- 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

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

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.1 Definitions

1.2 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.3 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.1 Responsibilities of the Contracting Government Agency.

2.2 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.1 Responsibilities of the Contractor.

3.2 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.1 Security Violations.

- 4.2 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.3 Security violations can justify termination of the appended agreement.
- 4.4 Upon notification, the FBI reserves the right to:
- a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.
- 5.1 Audit
- 5.2 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
- 6.1 Scope and Authority
- 6.2 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.3 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.4 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.5 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.6 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

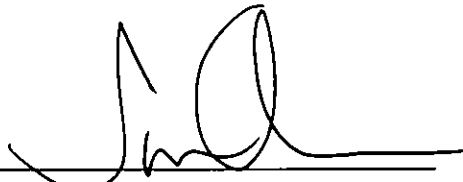
**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

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.

Tom Thomas

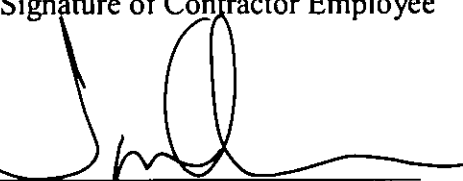


Printed Name/Signature of Contractor Employee

4/29/19

Date

Tom Thomas



Printed Name/Signature of Contractor Representative

4/29/19

Date

Union Supply Group, Inc., President and Chief Executive Officer

Organization and Title of Contractor Representative



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

Helen E. Hanks
Commissioner

Robin H. Maddaus
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 PPD 5.19 - PREA; 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, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Tom Thomas
(Name of Contract Signatory)

Date: 4/29/19

Signature: 
(Signature of Contract Signatory)