



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

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Helen E. Hanks  
Commissioner

Robin H. Maddaus  
Director

July 16, 2020

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

**REQUESTED ACTION**

Authorize the NH Department of Corrections (NHDOC) to enter into a **sole-source** contract with Johnson Controls Fire Protection LP (VC# 175878), 35 Progress Avenue, Nashua, NH 03062, in the amount of \$224,460.00, for the provision of Extended Warranty - Security System and Software Support services for the NH Correctional Facility for Women (NHCF-W), with the option to renew for successive renewal terms of up to three (3) years, effective upon Governor and Executive Council approval through July 31, 2023. 100% General Funds.

Funding is available in account, Maintenance: 02-46-46-465510-6632-048-500226 as follows with the authority to adjust encumbrances in each of the Fiscal Years through the Budget Office if necessary and justified. Funding for FY 2022-2023 is contingent upon the availability and continued appropriation of funds.

Johnson Controls Fire Protection LP					
Account	Description	FY 21	FY 22	FY 23	Total
02-46-46-465510-6632-048-500226	Maintenance	74,820.00	74,820.00	74,820.00	224,460.00
Total Contract Amount					\$ 224,460.00

**EXPLANATION**

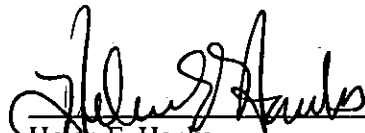
This contract is **sole-source** as Johnson Controls Fire Protection LP is the only service provider willing to provide multifaceted solutions required to maintain, repair and warranty the specialized electronic and computerized security systems of the NH Correctional Facility for Women (NHCF-W). In February of 2020, the Department of Administrative Services, Procurement and Support Services issued a Request for Quote (RFQ), #932-20 Security Alarm Monitoring, Maintenance and Repair Services, on behalf of the NHDOC. As a result of the solicitation of requested services, no current state vendors submitted a bid.

To provide the female population under the Department's custody with the deserved parity of confinement, programs and services, the NHDOC opened the newly constructed Women's facility in April of 2018. This facility was the State's first construction management project that incorporated the latest technology of

electronic and computerized security systems to include but not limited to digital video communication and management, security control, personal duress, and perimeter and roof motion detection systems interfacing to network controllers located in the Central Control Area of the prison. The facility also has a full computer-based mechanical and electrical control system that monitors the facility's ventilation, lighting and power. All systems are connected to a generator which can power the entire facility to provide the necessary security and public safety in case of a power outage.

These systems are highly sophisticated and complex and were installed with warranty services provided to the Department. This contract will provide any necessary repair to the individualized systems, components of the systems, and on-going warranty services to include mandatory software updates to maintain the computerized security, mechanical and electrical control systems with 24/7 support by the original manufacturer and installer.

Respectfully Submitted,

  
\_\_\_\_\_  
Helen E. Hanks  
Commissioner

**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 105 Pleasant Street Concord, NH 03302	
1.3 Contractor Name Johnson Controls Fire Protection LP		1.4 Contractor Address 35 Progress Avenue, Nashua, NH 03062	
1.5 Contractor Phone Number 603-886-1100	1.6 Account Number 465510-6632 <del>02-046-046-463510-3374</del> 048-500226 <i>OB</i>	1.7 Completion Date July 31, 2023	1.8 Price Limitation \$ 224,460.00
1.9 Contracting Officer for State Agency Johnathon Hanson, Administrator of Logistics		1.10 State Agency Telephone Number 603-271-1868	
1.11 Contractor Signature <i>David Boragine</i> Date: 7/2/20		1.12 Name and Title of Contractor Signatory David Boragine, Area Service Manager	
1.13 State Agency Signature <i>Helen E. Hanks</i> Date: 7/20/2020		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Erik Bal</i> On: 7/24/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

## 9. TERMINATION.

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

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

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

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**Extended Warranty – Security System  
NH Correctional Facility for Women**

This contract is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), and JOHNSON CONTROLS FIRE PROTECTION LP ("Contractor"), a Delaware Corporation with a place of business at 35 Progress Avenue, Nashua, NH 03062.

**Exhibit A**

**SPECIAL PROVISIONS**

The following is a description of the special provisions for the provision of Extended Warranty - Security System and Software Support services.

1. Amend section 14, Insurance, by modifying 14.3 by changing the last sentence of the clause to: Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.

**Exhibit B**

**SCOPE OF SERVICES**

The following is a description of the scope of services to be provided by Johnson Controls Fire Protection LP for the provision of Extended Warranty - Security System and Software Support services for the NH Department of Corrections (NHDOC), NH Correctional Facility for Women (NHCF-W), 42 Perimeter Road, Concord, NH 03301 as outlined in the Johnson Controls, NH Department of Corrections, NH Correctional Facility for Women Extended Warranty – Security System and Software Support Agreement, Sourcwell Contract # 031517-SGL.

1. Agreement Term: The term of this Agreement is for the period beginning upon Governor and Executive Council (G&C) approval and to continue for three (3) years (initial term) to include Software Subscription Agreements (SSA) for the length of the Agreement.
  - a. At the conclusion of the initial term, the Contract shall extend for successive terms equal to the initial term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.
2. Purpose: Extended warranty, software subscription services and update/repair services for NHCF-W security system equipment to Covered Systems/Equipment.
3. Covered Systems/Equipment:
  - a. Video Communications
  - b. Video Management
  - c. Security Control System
  - d. Cabinets
  - e. Programmable Logic Controller (PLC) Monitoring
  - f. Graphic User Interface (GUI)
  - g. Control Input/Output (I/O)
  - h. Digital Audio
  - i. Personal Duress

- j. Perimeter Detection
  - k. Roof Motion Detection
  - l. Auxiliary Control
  - m. Uninterrupted Power Supply (UPS)
4. Software Support Agreement: Installation of software updates from initial Software Support Agreement.
  5. Diagnostic Services: Contractor will utilize existing VPN protocol to gain remote access for initial diagnosis and to determine on-site service requirements.
  6. Service Response Time Definitions:
    - a. Mission Critical – Technician to respond within two (2) hours and on-site within twenty-four (24) hours of initial call.
    - b. Service – Technician on-site within two (2) business days of diagnosis.
  7. Service Call Procedures:
    - a. Service Procedure:
      - i. NHDOC contacts Johnson Controls at (603) 886-1100, option #1;
      - ii. Johnson Controls Service Supervisor or Total Service Manager will diagnosis service requirement utilizing existing VPN protocol to gain remote access for diagnosis and on-site service requirements.
      - iii. Johnson Controls schedules technician for on-site service per service response time definitions, above.
    - b. Regular Hour Service Calls: If required, performed during normal working hours of the work week (8:00 a.m. – 5:00 p.m., Monday – Friday), excluding contractor observed holidays, with appointments scheduled for a minimum of four (4) hour windows supported by a contingency schedule. Services performed outside normal working hours will result in applying after-hour service charges supported by a contingency schedule.
    - c. After Hour Service Calls: If required, performed and designated as non-regular business outside of the 8:00 a.m. – 5:00 p.m., Monday – Friday schedule with a two (2) hour minimum service charge for after hour services and/or service calls.
  8. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and notify the Department's Contract Liaison of such individual.
  9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Administrator of Logistics, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract.
  10. Background Checks: Background checks will be performed by the Department or by the State of New Hampshire, Department of Safety. The Contractor must contact the Administrator of Logistics for further instructions. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and or Subcontractor employees to determine eligibility status and access to all Departmental facilities. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the following:
    - i. Individuals convicted of a felony;
    - ii. Individuals with confirmed outstanding arrest warrants;
    - iii. Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Administrator of Logistics, or designee, of the NH Department of Corrections;
    - iv. Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
    - v. Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
    - vi. Individuals with a history of drug diversion;



- vii. Individuals staff on the National Offender Database;
  - viii. Individuals who were a former State of NH employee and/or former Contract employee that were dismissed for cause;
  - ix. Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
  - x. Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
11. **Tool Inventory:** Any tools to include equipment that the Contractor/Subcontractor needs to perform the required services shall be inspected and inventoried before entering and leaving the facility.
  12. **Rules and Regulations:** The Contractor agrees to comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directive (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm).
  13. **Prison Rape Elimination Act (PREA) of 2003:** The Contractor/Subcontractor agrees to comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor/Subcontractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit. Additional information can be located as a separate link: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm).
  14. **Subcontractors:** If a Subcontractor (s) is/are to be use for any portion of the services provide, prior approval from the NH Department of Corrections shall be required. Notification to the Department shall include the name of the Subcontractor, brief company profile and a description of the services/functions being subcontracted. Said Subcontractor shall meet all requirements described in the Contract and may require Governor and Executive Council approval.
  15. **Insurance:** Contractor shall provide and maintain, at its expense, General Liability, Workers Compensation, Automobile Insurance and Excess Umbrella coverage for the life of the Contract. Contractor shall name the NH Department of Corrections as additionally insured.

### Exhibit C

#### METHOD OF PAYMENT AND CONTRACT PRICE

The following is a description of the contract price and method of payment for the provision of grease trap services.

1. Original invoices shall be submitted by the contractor to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
2. Upon an approved invoice, the NHDOC, Bureau of Financial Services, may remit payment within thirty (30) days.
3. The annual Extended Warranty service fee is fifty-nine thousand, eight hundred twenty dollars (\$59,820.00). Total three-year Extended Warranty price limitation is one hundred seventy-nine thousand four hundred sixty dollars (\$179,460.00).

Annual Extended Warranty Fee Schedule				
	Year 1	Year 2	Year 3	Total
Cost	\$59,820.00	\$59,820.00	\$59,820.00	\$179,460.00

4. Extended Warranty/Non-Warranty Service Call Rate Schedule:

Extended Warranty/Non-Warranty Service Call Rate Schedule					
<sup>1</sup> Warranty Schedule			<sup>2</sup> Non-Warranty Schedule		
Regular Hour	After Hour	After Hour	Regular Hour	After Hour	After Hour
Monday-Friday (8:00am-5:00pm)	Monday-Friday (5:00pm-8:00am)	Saturday & Sunday	Monday-Friday (8:00am-5:00pm)	Monday-Friday (5:00pm-8:00am)	Saturday & Sunday
\$0.00	\$30.00	\$30.00	\$130.00/hour	\$160.00/hour	\$160.00/hour

5. The Estimated Contingency Budget Schedule – Warranty After Hour Service Calls is fifteen thousand dollars (\$15,000.00).

Estimated Contingency Budget Schedule – Warranty After Hour Service Calls				
	Year 1	Year 2	Year 3	Total
Estimated Contingency Budget	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00

6. The Estimated Contingency Budget Schedule – Non-Warranty Regular/After Hours Service Calls is thirty thousand dollars (\$30,000.00).

Estimated Contingency Budget Schedule – Non-Warranty Regular/After Hour Service Calls				
	Year 1	Year 2	Year 3	Total
Estimated Contingency Budget	\$10,000.00	\$10,000.00	\$10,000.00	\$30,000.00

7. Total Estimated Budget Schedule – Extended Warranty, Warranty and Non-Warranty Contingency Budget Schedules is two hundred twenty-four thousand dollars four hundred sixty dollars (\$224,460.00).

Total Estimated Budget Schedule – Extended Warranty, Warranty & Non-Warranty contingency Schedules				
	Year 1	Year 2	Year 3	Total
Annual Warranty Fee	\$59,820.00	\$59,820.00	\$59,820.00	\$179,460.00
Warranty Contingency Budget	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00
Non-Warranty Contingency Budget	\$10,000.00	\$10,000.00	\$10,000.00	\$30,000.00
<b>Total</b>	<b>\$74,820.00</b>	<b>\$74,820.00</b>	<b>\$74,820.00</b>	<b>\$224,460.00</b>

<sup>1</sup> Excludes Contractor observed Holidays

<sup>2</sup> Excludes Contractor observed Holidays

# State of New Hampshire

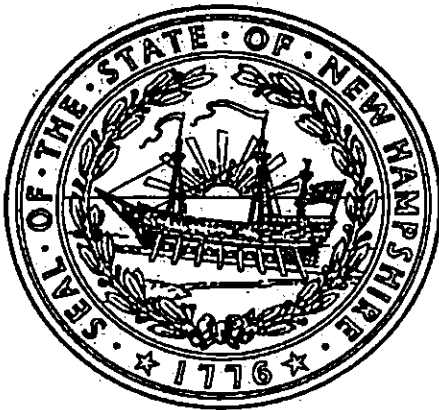
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOHNSON CONTROLS FIRE PROTECTION LP a Delaware Limited Partnership formed to transact business in New Hampshire on April 19, 2001. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 369964

Certificate Number: 0004898780



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of April A.D. 2020.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

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Business Name:	JOHNSON CONTROLS FIRE PROTECTION LP	Business ID:	369964
Business Type:	Foreign Limited Partnership	Business Status:	Active
Business Creation Date:	04/19/2001	Name in State of Formation:	JOHNSON CONTROLS FIRE PROTECTION LP
Date of Formation in Jurisdiction:	04/19/2001		
Principal Office Address:	1501 Yamato Road, Boca Raton, FL, 33431, USA	Mailing Address:	1501 Yamato Road, Boca Raton, FL, 33431, USA
Citizenship / State of Formation:	Foreign/Delaware		
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

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### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
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No records to view.

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### Principals Information

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No Principal(s) listed for this business.

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### Registered Agent Information

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Name:	C T Corporation System
Registered Office Address:	9 Capitol St, Concord, NH, 03301, USA
Registered Mailing Address:	9 Capitol St, Concord, NH, 03301, USA

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Johnson Controls Fire Protection LP  
6600 Congress Avenue  
Boca Raton, FL 33437

Tel: 561-341-7611  
[www.johnsoncontrols.com](http://www.johnsoncontrols.com)

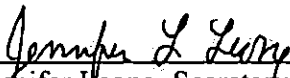
**JOHNSON CONTROL FIRE PROTECTION LP**

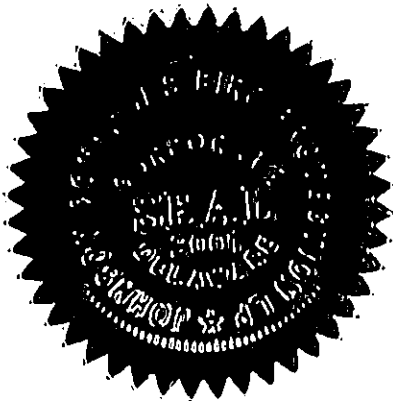
**SECRETARY'S CERTIFICATE**

I, Jennifer Leong, Secretary of Johnson Controls Fire Protection LP, a Delaware limited partnership (the "Limited Partnership") hereby certify that as of July 8 2020, David Boragine, Area Service Manager for the Limited Partnership, is authorized to sign and to execute contract documents in connection with the Extended Warranty – Security System and Software Subscription Services for the NH Correctional Facility for Women (NHCF-W) and related work to the P-37 Contract for the State of New Hampshire.

The Certificate of Authority is valid from this date forward until otherwise amended by the Limited Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Certificate.

  
\_\_\_\_\_  
Jennifer Leong, Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/17/2020

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

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

<b>PRODUCER</b> Marsh USA Inc. 411 E. Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 Attn: JCI.Centrquest@marsh.com CN101230596-S-19-20	<b>CONTACT NAME:</b> --- <b>PHONE (A/C, Ho, Ext):</b> --- <b>FAX (A/C, No):</b> --- <b>E-MAIL ADDRESS:</b> --- <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Old Republic Insurance Company <b>NAIC #</b> 24147 <b>INSURER B:</b> ACE Property and Casualty Insurance Company <b>20699</b> <b>INSURER C:</b> --- <b>INSURER D:</b> --- <b>INSURER E:</b> --- <b>INSURER F:</b> ---
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**COVERAGES** **CERTIFICATE NUMBER:** CH-009523902-01 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MWZY 313947-19	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS - COMPROP AGG \$ INC IN GEN AGG \$
A	AUTOMOBILE LIABILITY		MWYB 313946-19 (Excludes New Hamp)	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 7,500,000
A	<input checked="" type="checkbox"/> ANY AUTO		MWYB 313949-19 (Primary NH \$250k)	10/01/2019	10/01/2020	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		MWZX 313950-19 (Excess NH \$7.25mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2019	10/01/2020	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		G28162509 004	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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 <input checked="" type="checkbox"/> N	MWC 313943-19 (AOS - see page 2) MWXS 313944 (OH & WA)	10/01/2019 10/01/2019	10/01/2020 10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

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

State of NH, Department of Corrections is included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

## CERTIFICATE HOLDER

State of NH  
Department of Corrections  
PO Box 1802  
Concord, NH 03302

## 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  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

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

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

### **WORKERS COMPENSATION:**

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

### **PRIMARY COVERAGE:**

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

### **WAIVER OF SUBROGATION:**

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

### **ADDITIONAL INSURED - AUTOMOBILE LIABILITY:**

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

### **ADDITIONAL INSURED - GENERAL LIABILITY:**

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

### **ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE**

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

### **LIMIT OF LIABILITY:**

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

### **UMBRELLA/EXCESS LIABILITY:**

If the primary insurance policies noted on the face of this Certificate of Liability Insurance satisfy the combination of minimum primary limits and minimum Umbrella/Excess Liability limits required by the written contract, the Umbrella/Excess Liability limits shown on the face of this Certificate of Liability Insurance do not apply.

### **NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:**

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

### **NAMED INSURED:**

Air Distribution Technologies IP, LLC; Air System Components, Inc.; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exaco Technologies, Inc.; FBN Transportation, Inc.; Federal Energy Infrastructure Solutions, LLC; Grinnell Fire Protection Solutions LLC; Grinnell LLC; Hart & Cooley Trucking Company; Hart & Cooley, Inc.; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, Inc.; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitch Air Conditioning North America LLC; Koch Filter Corporation; Master Protection LP dba FireMaster; Odoys, Inc.; Retail Expert, Inc.; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Sealkirk Corporation; Seneico Iberia, Inc.; Sensormatic Asia-Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; SimplexGrinnell LP; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Viconic Inc.; W&H Fire HC, LLC; York International (SA), Inc.; York International Corporation

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

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

Named Insured Johnson Controls, Inc. Tyco International Holding S.a.r.l.			Endorsement Number
Policy Prefix MWZY	Policy Number 313947 19	Policy Period 10/01/2019 - 10/01/2020	Effective Date of Endorsement 10/01/19
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

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

#### Location And Description Of Completed Operations:

As required by contract:

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

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



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.

David Boragine

Name

  
Signature

7/8/20  
Date

Cassandra Zarella  
Witness Name

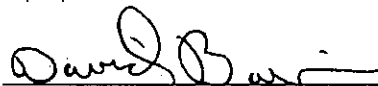
  
Signature

7/8/20  
Date

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

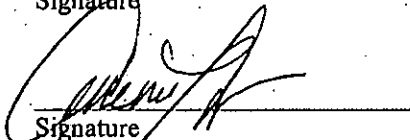
1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
  - a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
  - b. Giving or selling of anything
  - c. Accepting or buying 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.

David Boragine  
Name

  
Signature

7/8/20  
Date

Cassandra Zarcha  
Witness Name

  
Signature

7/8/20  
Date

NH DEPARTMENT OF CORRECTIONS  
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If persons under Departmental control 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.

David Boragine

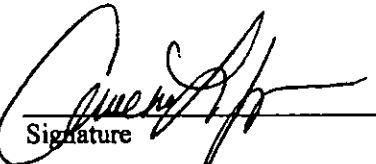
Name

  
Signature

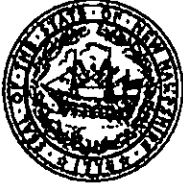
7/8/20  
Date

Cassandra Zarilla

Witness Name

  
Signature

7/8/20  
Date



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: 1-800-785-2964  
www.nh.gov/nhdoc

Helen E. Hanks  
Commissioner

Robin 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): David Boragine

(Name of Contract Signatory)

Date: 7/8/20

Signature: David Boragine

(Signature of Contract Signatory)

***New Hampshire Department of Corrections  
NH Correctional for Women***

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***Extended Warranty – Security System***

---

*Date:* *August 1, 2020*  
*Presented By:* *Jeffrey Radcliffe*  
*(603) 204-1557*  
*jeffrey.edward.radcliffe@jci.com*



**By and Between Johnson Controls and New Hampshire Department of Corrections**

Type of Service: **Extended Warranty and Software Support Agreement (SSA)**

Location: NH Correctional for Women

Billing: Net 30 days

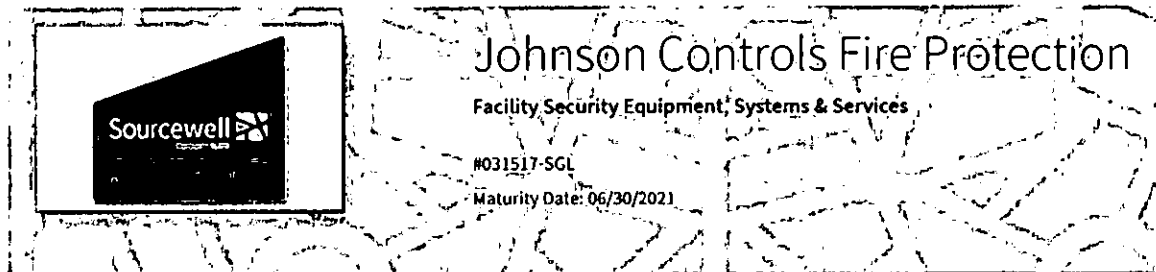
Initial Term: Warranty shall commence upon Governor and Executive council approval expected to be August 1, 2020 for the period of three years

Cost of Service: \$59,820.00 annual investment (3 year agreement). Total contract price equal to \$179,460.00.

Includes Software Subscription Agreements (SSA) for the length of the agreement.  
\*\*\*Note: If 1 year agreement is requested in lieu of 3 year term, annual amount will increase by \$20,000/year due to SSA discounts (as applied to 3 years) will NOT be applicable. Total contract price on an annual basis will be \$79,820.00/year or \$239,460.00 for the same 3 year term.\*\*\*

(Amounts based on Sourcewell contract # 031517-SGL)

Sourcewell Contract Information



## Products & Services

Sourcewell contract 031517-SGL gives access to the following types of goods and services:

- Surveillance systems
- Access control systems
- Intrusion/breach detection
- Fire detection and warning
- Fire suppression
- Security gate and vehicle barrier control
- Building automation
- Monitoring services
- Nurse call systems
- Fire alarm systems and monitoring
- Central monitoring





#### **EXTENDED WARRANTY PLAN**

Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for the period chosen (3 years) from the date of extended warranty period of all or any part of the Covered System(s) provided however, under this extended warranty may be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, and subject to the availability of service personnel and parts, as determined by the Company. Company warrants expendable items, including but not limited to, video and print heads, television camera tubes, video monitor display tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the system, such as but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will conform to its published specifications in effect at time of delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after-hours services. All repairs or adjustments that are or may become necessary shall be performed by an authorized representative of the Company. Any repairs, adjustments or interconnections performed by customer or any third party shall void all warranties.

#### **Software Subscription Agreement (SSA)**

The Software Subscription Agreement (SSA) enables installation of software updates after the initial purchase SSA period has ended. An SSA enables you to frequently increase the functionality of your VMS solution without purchasing new hardware. Update to the newest version of exacqVision to view video from the latest IP cameras, get the highest performance from your existing hardware, or add many new functions.

<b>Service Call Description</b>
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This section clearly defines the roles, responsibilities, and procedures to be followed in the event of service call or equipment failure.

**Service Call Procedures**

- Warranty coverage includes regular business hours of Mon-Fri 8:00-5:00
- Regular business hours calls are \$130/hour which are covered.
- After-hours service calls are \$160/hour (therefore a charge of \$30/hour difference between coverage)
- The customer contacts Johnson Controls at 603-886-1100 option 1.
  - Regular business hours of Mon-Fri 8:00-5:00, the call will go through to the service dispatch center.
- During regular business hours, the Service Supervisor or Total Service Manager will speak with the designated customer contacts to diagnosis the issue and designate a service level as defined below. Johnson Controls will utilize existing VPN protocol to gain remote access for initial diagnosis and to determine on-site service requirements.
- After hours calls outside the extended warranty will be handled as part of this agreement
  - Regular business hours calls are \$130/hour which are covered.
  - After-hours service calls are \$160/hour (charge of \$30/hour difference between coverage)
  - The difference in service rates will apply to after-hours calls \$30/hour
- Once a service level has been identified, the technician will be scheduled according to the service level time requirement.
- The technician will contact the designated customer contact for the service call once on the road to the customer's site.

**Service Response Definitions**

1. Mission Critical
  - Response Time – Technician to respond to customer within 2 hours and on customer site within 24 hours of initial call.
    - Criteria
      - Control system functionality has failed.
2. Service
  - Response Time - Technician on the road to the customer's site within 2 business days of diagnosis.
    - Criteria
      - Input or output failure

**Exclusions**

- Agreement does not cover damage caused by external forces such as, but not limited to, acts of God, water, fire, earthquake, vandalism, negligent behavior, failure due to incorrect room temperature, major delays in travel to site outside reasonable travel times, delays caused on site by situations or people outside Johnson Controls control, ground faults and faulty wiring.
- Agreement does not cover supporting infrastructure such as, but not limited to, conduit, wiring, raceway, and fiber optics.
- Software not available via user agreements and/or online.
- Door hardware (mechanical and electrical), alignment and adjustment will not be covered under this agreement.
- Door locks – hardware
- Network switches and Ethernet communication system
- Hardware at Central Station shared with CCTV System
- OIT software updates that may affect functionality of system proposed
- Man lifts are not included under this agreement. When use of man lift is required, they will be provided by Customer

Equipment List – NH Correctional for Women

Division list based on Johnson Controls project completed in February 2018.

Number	Description
284620	Video Comms
284621	Video Management
284600	Sec Control System
284606	Cabinets
284610	PLC Monitoring
284611	GUI
284612	Control I/O
284630	Digital Audio
284650	Personal Duress
284660	Perimeter Detection
284670	Roof Motion Detection
284690	Aux Control
284680	UPS



### SERVICE AGREEMENT TERMS

Invoices will be provided quarterly in advance.

2 hour minimum applies to all service calls outside the coverage of this agreement

#### Customer Acceptance

In accepting this Master Agreement, the Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. Any and all additional quotes, scope of work documents and service agreements referring to this Master Agreement shall be subject to the contents of this agreement.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

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#### CUSTOMER

New Hampshire Department of Corrections  
NH Correctional for Women

By: 

Print Name: Helen E. Hanks

Title: Commissioner

Johnson Controls  
35 Progress Ave.  
Nashua, NH 03062

By: 

Print Name: David Boragine

Title: Area Service Manager

License Number (If applicable): \_\_\_\_\_

## TERMS & CONDITIONS

1. **Term.** The initial term of this Agreement shall commence upon Governor and Executive Council approval expected to be in August 2020 and continue for 3 years (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.
  2. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.
  3. **Pricing.** The pricing set forth in quotes pertaining to this Agreement are based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs.
  4. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.
  5. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.
  6. **General Provisions.** All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER. NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.
  7. **Customer Responsibilities.** Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.  
Customer further agrees to:
    - Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
    - Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
    - Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
    - Provide a safe work environment;
    - In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
    - Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.
  8. **Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work section of this Agreement, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.
  9. **System Equipment.** The purchase of security system equipment or peripheral devices, (as it pertains to this specific agreement) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.
  10. **Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.
  11. **Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.
  12. **Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:
    - Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
    - Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.
- All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials

**14. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party.

**15. Indemnity.** Company agrees to indemnify, hold harmless and defend Customer against any and all losses, damages, costs, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise.

**16. Insurance.** Company shall name Customer, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**17. Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**18. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**19. Force Majeure.** Company shall not be responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

**20. Termination.** Company may terminate this Agreement at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**21. Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within thirty (30) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable. 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement.

**22. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**23. Three-Year Limitation On Actions; Choice Of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than three (3) years after the accrual of the cause of action or three (3) years after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of the State of New Hampshire shall govern the validity, enforceability, and interpretation of this Agreement.

**24. Personal Information.** Customer represents and warrants to Company that Customer has obtained all required consents to (i) disclose to Company all personal information disclosed hereunder concerning individuals and (ii) to authorize Company to use such personal information to administer the relationship between Customer and Company, including the administration of this Agreement. Company may share all such information with its parents, subsidiaries, affiliates and their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws such countries.

**25. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may not assign this Agreement without obtaining Customer's consent.

**26. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services.

**27. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.