



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

MAY 27 '22 PM 12:50 RCVD

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

May 24, 2022

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 (NHDOD) to enter into a five-year contract with Charmingfare Farm, Inc. (VC# 218531), 774 High Street, Candia, NH 03034, in the amount of \$25,000.00, for the provision of Hay Harvesting Services, with the option to renew for one (1) additional period of up to five (5) year(s), effective upon Governor and Executive Council (G&C) approval for the period beginning upon G&C approval through December 31, 2026. 100% Agency Income.

Income to be deposited in account, Correctional Industries as follows: 02-46-46-462010-57310000 - 402137

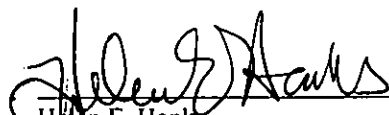
FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$25,000.00

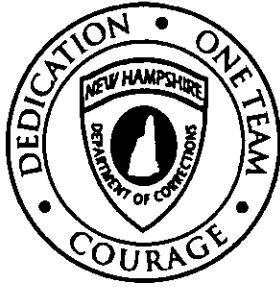
EXPLANATION

This Contract is for the provision of hay harvesting services for property lots owned by the NH Department of Corrections, consisting of approximately 134 +/- acres, that are located along North State Street, Concord, NH. These property lots are comprised of hay species that require to be harvested for possible salvageable animal consumption, commercial use, and or regenerative agriculture practices. Hay crops reaped by Charmingfare Farm, Inc. will be harvested in a sustainable manner at their expense to include, but not be limited to, all labor, supplies, fertilizer, seed, soil tests, equipment, fuel, repairs, cutting, baling, and removal of hay and debris. In exchange for hay harvesting services, Charmingfare Farm, Inc. will retain ownership of any hay yields and provide an annual stipend to the NH Department of Corrections of \$5,000.00 per year for the term of the contract.

An RFQ was posted on the NH Department of Corrections website: <http://www.nh.gov/nhdod/business/rfp.html> for four (4) consecutive weeks and notified eleven (11) potential vendors of the RFQ solicitation. As a result of the issuance of the RFQ, only one (1) potential vendor responded by submitting their proposal and the Department selected Charmingfare Farm, Inc., to be awarded the bid, in the amount of \$25,000.00.

Respectfully Submitted,


Helen E. Hanks
Commissioner



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RFQ Bid Evaluation and Summary
Hay Harvesting Services
NHDOC 22-01-COMCOR

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 in the request for proposal. Failure to meet minimum submission requirements will result in the proposal being rejected.
- Proposals will not be publicly opened.
- The RFQ does not commit the Department to award a Contract. The Department reserves the right to reject any and all Proposals at any time; to cancel the RFQ; and to seek new proposals under a new solicitation process.

Proposal Evaluation Criteria:

- Following the review of the proposals, the final selection of a proposal will be based on the highest quoted cumulative compensated rate (Proposer's Price) based on an approximate five (5) year term. Specific criteria are:
 - a. Cost Proposal – Proposer's Price (highest quoted cumulative compensated rate)

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**RFQ Scoring Matrix
Hay Harvesting Services
NHDOC 22-01-COMCOR**

Respondents:

Charmingfare Farm, Inc.

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.
 - Cost Proposal – Proposer's Price (highest quoted cumulative compensated rate)

NHDOC 22-01-COMCOR RFQ Scoring Matrix		
<i>Evaluation Criteria</i>	<i>Highest Quoted Cumulative Compensated Rate</i>	Charmingfare Farm, Inc.
<i>Proposer's Price</i>	100	100

Contract Award:

Charmingfare Farm, Inc.
774 High Street
Candia, NH 03034

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DIRECTOR

RFP Bidders List
Hay Harvesting Services
NHDOC 22-01-COMCOR

Apple Haven Farm
829 Piper Hill Road
Stewartstown, NH 03576
(o) 603-246-3438
(e) info@applehavenfarm.com
(w) www.applehavenfarm.com

Applecrest Farm
133 Exeter Road
Hampton Falls, NH 03844
(o) 603-936-3721
(e) info@applecrest.com
(w) www.applecrest.com

Barrett Hill Farm, LLC
450 Fitchburg Road
Madison, NH 03408
(o) 603-878-4022
(e) barrethill@myfairpoint.net
(w) www.barrethillfarm.com

Charmingfare Farm
774 High Street
Candia, NH 03034
(o) 603-483-3380
(e) info@visitthefarm.com
(e) john@charmingfare.com
(w) www.visitthefarm.com

Hickory Hill Farm
126 Sutton Road
P.O. Box 2
Dover, NH 03820
(o) 603-742-0553
(e) hickoryhillfarm@gmail.com
(w) www.hickoryhillfarm.org

Shroeder Farm
126 Sutton Road
P.O. Box 2
Newbury, NH 03272
(o) 603-878-4022
(e) bangus@tds.net

Manning Hill Farm
79 Manning Hill Road
Winchester, NH 03470
(o) 603-239-4397
(e) sarah@manninghillfarm.com
(w) www.manninghillfarm.com

Miles Smith Farm
56 Whitehouse Road
Loudon, NH 03307
(o) 603-783-5159
(e) beef@milesmithfarm.com
(w) www.milesmithfarm.com

Peachblow Farm
6 Strawberry Row
Charlestown, NH 03603
(o) 826-398-0826 x 5700
(e) PeachblowFarm@comcast.net
(w) www.peachblowfarm.com

Paradise Farm
468 Center Road
Lyndeborough, NH 03082
(o) 603-345-0860
(e) wayne@paradisefarm.com
(w) www.paradisefarmnh.com

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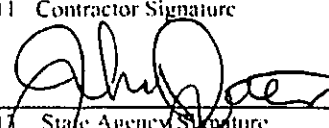
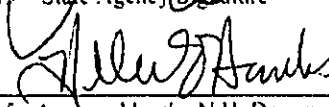
Remick Country Doctor Museum & Farm
56 Cleveland Hill Road
Tamworth Village, NH 03886
(o) 603-323-7591
(e) info@remickmuseum.org
(w) www.remickmuseum.org

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

AGREEMENT

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

GENERAL PROVISIONS**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street P.O. Box 1806 Concord, NH 03301	
1.3 Contractor Name Charmingfare Farm, Inc.		1.4 Contractor Address 774 High Street Candia, NH 03034	
1.5 Contractor Phone Number 603-483-5623	1.6 Account Number	1.7 Completion Date December 31, 2026	1.8 Price Limitation \$25,000.00
1.9 Contracting Officer for State Agency Nick Duffy, Director of Community Corrections		1.10 State Agency Telephone Number 603-271-0078	
1.11 Contractor Signature  Date: 5/20/22		1.12 Name and Title of Contractor Signatory John Pyterat, Owner	
1.13 State Agency Signature  Date: 5/24/2022		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>Takmina Rakhmatova</i> On: 5/26/2022			
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.

HAY HARVESTING AGREEMENT

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department" or "NHDOC"), 105 Pleasant Street, Concord, NH 03301 and CHARMINGFARE FARM, INC. ("Contractor"), a New Hampshire Corporation, with a place of business at 774 High Street, Candia, NH 03034.

WHEREAS, the State desires to enter into a Hay Harvesting Agreement ("Agreement") with the Contractor to efficiently manage and harvest the hay crop(s) area(s) "A-D" ("Property"), as depicted on the NH DOC Hay Harvesting 2015 aerial map (Attachment 1), in a professional manner and provide at their own expense all labor, supplies, fertilizer, seed, soil tests, fuel, equipment, repairs, transportation of equipment, baling, and removal of each cut of hay and or debris necessary for the hay crop's proper harvesting.

WHEREAS, the State and the Contractor have agreed for the State to allow the Contractor and their employees limited and restricted rights to enter the Property at one or more times for the sole purpose of inspecting, checking land conditions, harvesting and removing of the hay crop(s).

WHEREAS, the State and the Contractor have agreed for the Contractor to retain ownership of any yield from the harvested hay in exchange of the Contractor to provide at their own expense all labor, supplies, fertilizer, seed, soil tests, fuel, equipment, repairs, and transportation of equipment necessary to cut, bale and remove hay crop(s) from the Property.

WHEREAS, the State and the Contractor have agreed for the Contractor to compensate the State for the use of the property as set forth in Exhibit C, Method of Payment and Price.

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

EXHIBIT A

SPECIAL PROVISIONS

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

EXHIBIT B

SCOPE OF SERVICES

1. Term of Agreement: The Term shall be effective upon Governor and Executive Council (G&C) approval for the period beginning upon G&C approval through December 31, 2026 with an option to renew for one (1) additional period of up to five (5) years.
2. Acreage of Hay: The hay to be harvested is on approximately 134 +/- acres. The approximate acreage consists of a variety of hay fields of possible weedy species. The Contractor shall understand that the 134 +/- acres is an estimate of acreage and not all acreage can be harvested for salvageable haying or animal consumption. Areas "A-D" depicted in the aerial map are the areas to be harvested.
3. Hay Yield: The Contractor will retain ownership of any annual yield from the harvested hay in exchange for the Contractor to provide at their own expense all labor, supplies, fertilizer, seed, soil tests, fuel, equipment, repairs, and transportation of equipment necessary to cut, bale and removal of any hay yields from the Property.

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4. Restricted Rights: The NH Department of Corrections will allow the Contractor and their employees limited and restricted rights to enter Property at one or more times on an annual basis for the sole purpose of inspecting, checking land conditions, harvesting, and removing hay yields.
5. Use of Property: Contractor has use of the property only for the purpose of harvesting hay. The Contractor shall not enter the property except to inspect/check land conditions, secure/remove equipment, cut, bale, haul, and remove hay.
6. Fertilizer: Application of fertilizer shall be the responsibility of the Contractor to include any spills.
7. Mechanical Breakdown: The NH Department of Corrections shall not be responsible for causes of mechanical breakdowns and/or cost of repairs to equipment including any vehicles and trailers to transport hay harvesting machinery and any equipment required to cultivate and harvest the hay crop.
8. Cause of Personal Injury: The NH Department of Corrections shall not be responsible for causes of personal injuries of employees of the Contractor while harvesting the hay crop while on the Property.
9. Storage of Equipment: The Contractor may store hay harvesting equipment on the NH Department of Corrections property only with prior permission from the NH Department of Correction's Contract Liaison.
 - a. The NH Department of Corrections reserves the right to determine the storage location of hay harvesting equipment.
 - b. The Contractor shall assume all risk and liability of damage, theft or loss of the Contractor owned equipment stored on the NH Department of Corrections property.
10. No Partnership: It shall be understood that any Contract arising from RFQ 22-01-COMCOR shall not be deemed to be, nor intended to give rise to, a partnership relationship.
11. Subcontractors: Subcontracting of services shall require prior approval by the NH Department of Corrections. The NH Department of Corrections reserves the right to reject the use of subcontractors and to require the Contractor to replace such subcontractors deemed unacceptable. Subcontractors shall commit to the entire contract period stated, unless the NH Department of Corrections specifically agrees upon mutually agreed upon contract period.
12. No Right to Sublease: Contractor shall not assign this Agreement or sublet the Property to any person(s) and/or sub-contractor(s) unless prior approval is obtained from the NH Department of Corrections.
13. Insurance: Contractor shall, at its sole expense, obtain, provide, and maintain in force, and shall require any sub-contractor or assignee to obtain, provide and maintain in force, General Liability, Workers Compensation and Automobile Insurance coverage for the life of the Contract with the NH Department of Corrections named as additionally insured and any renewals thereof.
14. Contractor's Responsibilities: Contractor shall furnish all labor, supplies, fertilizer, seed, soil tests, fuel, equipment, repairs and transportation of equipment, removal of baled hay and any debris that is necessary to perform the work under the Contract.
 - a. All equipment shall be in complete working condition during the operation of harvesting the hay.
 - b. Labor, transportation, fuel, and all other expenses required for the operation to harvest the hay shall be the responsibility of the Contractor.
 - c. Harvested hay shall not be sold or picked up on the Property by anyone other than the Contractor and/or employees of the Contractor.
 - d. The cut height will not be less than what will cause damage for crop regrowth.
 - e. All bales shall be removed from the property. All spoiled, cut or raked hay which is not baled shall be removed by the Contractor.
 - f. A second cut of harvesting shall be provided by the Contractor, if required.
 - g. Contractor shall not leave any refuse or waste on the Property and all equipment is to be removed upon completion of services.
 - h. Contractor shall remove all hay bales from the property by December 31st of the harvesting calendar year.
 - i. Contractor shall comply with all applicable federal, state, and local laws, ordinances concerning agricultural, environmental, and best harvesting practices.
15. 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.

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16. Contractor Employee Information/Background Checks: Contractor (to include each employee and any approved sub-contractor employee) will be required to sign a Criminal Record Authorization Form (not included herein). Prior to entering any Property sites, all prospective personnel must receive clearance from the NH Department of Corrections. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and/or sub-contractor to the Department.
- The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or sub-contractor's employees to determine eligibility status.
 - The NH Department of Corrections will notify the Contractor of any potential employee and/or sub-contractor's employee who does not comply with the criteria identified, below.
 - In addition, the Contractor and/or sub-contractors shall not be able to hire employees meeting the following criteria:
 - Individuals convicted of a felony;
 - Individuals with confirmed outstanding arrest warrants;
 - 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 Warden and/or designee of the corresponding facility requiring services;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and/or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Individuals with a history of drug diversion;
 - Individuals who were a former State of NH employee and/or former contract employee that was dismissed for cause or resigned or retired pending investigation;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - NH Department of Corrections may not permit relatives of currently incarcerated felons to provide services without prior approval of the NH Department of Corrections.
17. NH Department of Corrections Contract Liaison Responsibilities:
- The NH Department of Corrections' Administrator of Correctional Industries, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract.
 - Monitoring compliance with the terms of the Contract. Meeting with the Contractor's representative on a periodic or as-needed basis to resolve issues mutually agreeable between the parties.
18. Cancellation of Contract: The Department may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the Department exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
19. Termination of Contract: The Department reserves the right to terminate the Contract without penalty or recourse by giving the Contractor written notice of such termination at least thirty (30) days prior to the effective termination date. The Department reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor thirty (30) day notice of said cancellation.
20. Administrative Rules, Policies, Regulations and Policy and Procedure Directives: Contractor shall comply with any applicable NHDOC's Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 3.71 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.
21. Prison Rape Elimination Act (PREA) of 2003: Contractor shall comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

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EXHIBIT C

METHOD OF PAYMENT AND PRICE

1. Compensated Rate: Contractor shall compensate the NH Department of Corrections for the Term of the Contract and any renewals thereof.
2. Schedule of Compensated Rate: Contractor agrees to pay the NH Department of Corrections, the following annual payments, in the amount of five thousand dollars (\$5,000.00) on or before August 31st of each calendar year for an approximate five (5) year period, as full annual compensation for the use of the property as set forth in Contractor's Hay Harvesting Agreement Payment Schedule, below:

Charmingfare Farm Hay Harvesting Agreement Payment Schedule		
Period #	Term of Period	Amount
1	Effective Date – December 31, 2022	\$5,000.00
2	January 1, 2023 – December 31, 2023	\$5,000.00
3	January 1, 2024 – December 31, 2024	\$5,000.00
4	January 1, 2025 – December 31, 2025	\$5,000.00
5	January 1, 2026 – December 31, 2026	\$5,000.00
Total		\$25,000.00

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State of NH, Department of Correction
Division of Community Corrections

RFQ 22-01-COMICOR, closing date: 5/6/2022
Contractor Initials: Joe

Attachment I



<http://www.nh.gov/DepartmentofCorrectionPublicPublications/Map/Map.htm>

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

State of NH, Department of Correction
Division of Community Corrections

RFQ 22-01-COMCOR, closing date: 6/6/2023
Contractor, Initials: *gop*

State of New Hampshire

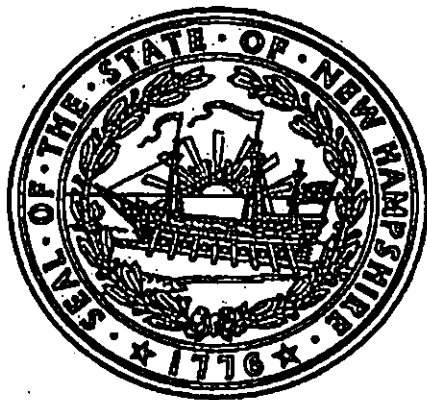
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CHARMINGFARE FARM, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 12, 1986. 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: 98017

Certificate Number : 0005778059

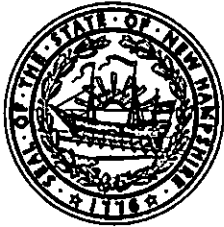


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State



State of New Hampshire
Department of State
2022 ANNUAL REPORT

Filed
Date Filed: 2/28/2022
Effective Date: 2/28/2022
Business ID: 98017
William M. Gardner
Secretary of State

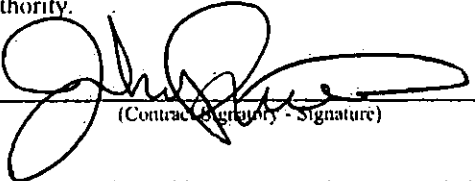
BUSINESS NAME: CHARMINGFARE FARM, INC.		
BUSINESS TYPE: Domestic Profit Corporation		
BUSINESS ID: 98017		
STATE OF INCORPORATION: New Hampshire		
PREVIOUS PRINCIPAL OFFICE ADDRESS		PREVIOUS MAILING ADDRESS
774 HIGH ST CANDIA, NH, 03034, USA		774 HIGH ST CANDIA, NH, 03034, USA
NEW PRINCIPAL OFFICE ADDRESS		NEW MAILING ADDRESS
774 HIGH ST CANDIA, NH, 03034, USA		774 HIGH ST CANDIA, NH, 03034, USA
REGISTERED AGENT AND OFFICE		
REGISTERED AGENT: Pyteraf, John D		
REGISTERED AGENT OFFICE ADDRESS: 774 HIGH ST CANDIA, NH, 03034, USA		
PRINCIPAL PURPOSE(S)		
NAICS CODE	NAICS SUB CODE	
OTHER / ARRANGE/CONDUCT HAY RIDES, SLEIGH RIDES, HORSE & PONY RIDES, LICENSED ZOO; ETC.		
OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
John Pyteraf	774 High Street, Candia, NH, 03034, USA	President
John Pyteraf	774 High Street, Candia, NH, 03034, USA	Director
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.		
Title: President		
Signature: John Pyteraf		
Name of Signer: John Pyteraf		

CERTIFICATE OF AUTHORITY/VOTE

I, John D. Pyteral, President hereby certify that:
(Name of Sole Member, Contract Signatory - Print Name and Title)

1. I am the Sole Shareholder and Officer of the Company of Charmingfare Farm, Inc.
(Name of Corporation)
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Charmingfare Farm, Inc.
(Name of Corporation)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.


(Contract Signatory - Signature)

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 was signed 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: 5/23/22

ATTEST: John Pyteral President
(Name and Title)

**DEVINE
MILLIMET**

ATTORNEYS AT LAW

April 2, 2020

KATHLEEN A. STANDISH, CLA
603.669.8329
KSTANDISH@DEVINEMILLIMET.COM

John D. Pyteraf, President
Charmingfare Farm, Inc.
774 High Street
Candia, NH 03034

Re: Charmingfare, Inc. (the "Corporation")

Dear John:

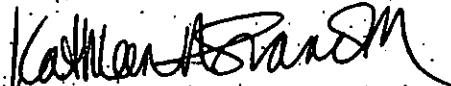
In connection with the transfer by gift of forty-nine (49) shares of no par value common stock of the corporation from Maureen A. Pyteraf, Trustee of the Maureen A. Pyteraf Revocable Trust to you and the transfer by gift of fifty (50) shares of no par value common stock of the corporation from Stanley Pyteraf, Trustee of the Stanley Pyteraf Revocable Trust to you on March 31, 2020, please find enclosed stock certificate No. 8 issued in your name for ninety-nine (99) shares of no par value common stock of the Corporation. You now own one hundred percent (100%) of the Corporation.

Please sign the stock certificate and return it to my attention in the envelope provided. We will keep it in the Corporation's record book, which is held in our vault.

In the event that you choose to apply for the Paycheck Protection Program under the CARES ACT, I am also enclosing the Restated Articles of Incorporation and the Bylaw of the Corporation. You will need these documents to submit with your application. If you have questions about the program, please call Steve Cohen to discuss.

Please feel free to give me a call, or e-mail me at kstandish@devinemillimet.com as I am working remotely, if you have any questions in connection with this matter.

Very truly yours,


Kathleen A. Standish, CLA
Certified Legal Assistant

KAS

DEVINE, MILLIMET
& ASSOCIATES
PROFESSIONAL
ASSOCIATION

111 AMHERST STREET
MANCHESTER
NEW HAMPSHIRE
03101

T 603.669.1000
F 603.669.8547
DEVINEMILLIMET.COM

MANCHESTER, NH
CONCORD, NH
PORTSMOUTH, NH

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Naughton Insurance, Inc. P.O. Box 6192 Providence, RI 02940	CONTACT NAME:	
	PHONE (A/C, No, Ext): 401 433-4000	FAX (A/C, No):
INSURED Charmingfare Farm, Inc. 774 High Street Candia, NH 03034	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Endurance American Specialty	
	INSURER B: General Star Indemnity Company	
	INSURER C: Ace American Insurance Company	
	INSURER D: Progressive Insurance Company	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSR WVD	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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	AMP10010702004	11/12/2021	11/12/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$1,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		030166220	12/27/2021	12/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	X	IXG4155681	11/12/2021	11/12/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6S62UB4N35307A22	05/03/2022	05/03/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$100,000

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

General Liability Insurance coverages provided for the insureds haying operations at the New Hampshire Department of Corrections. The Certificate Holder is included as an Additional Insured but only as respects the operations of the Named Insured.

The General Liability includes coverage for the use of miscellaneous farm equipment on the Certificate (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Corrections 281 North State Street Concord, NH 03302	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 <i>Kevin J. Naughton</i>

DESCRIPTIONS (Continued from Page 1)

Holders property.

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 if stored in a secured vehicle):
- j) Knives and knife-like weapons, clubs and club-like weapons.
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) 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,
 - (7) 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.

John D. Pyteraf

Name

Signature

Date

5/23/22

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 in 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 the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, 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.

John D. Pytcrat

Name

Signature

Date

5/23/22

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

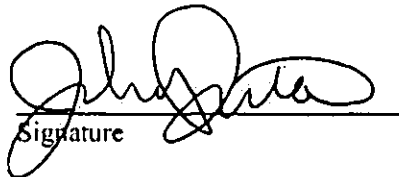
I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

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 our 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.

John D. Pyteraf

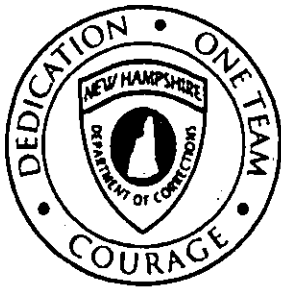
Name



Signature

5/23/22

Date



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

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

Name (print): John Pytraf
(Name of Contract Signatory)

Date: 5/23/22

Signature: [Signature]
(Signature of Contract Signatory)