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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

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

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

April 24, 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 contract Agreement with Diplomatic Security, LLC (VC # 273512), 344 Commerce Way, Pembroke, NH 03275, in the amount of \$200,720.00, for the provision of In-State Courier services, effective upon Governor and Executive Council approval for the period beginning July 1, 2020 through June 30, 2023, with the option to renew for one (1) additional period of up to two (2) year(s). 100% General Funds

Funds are available in the following account, District Offices: 02-46-46-464010-8302-102-500731 and Medical-Dental: 02-46-46-465010-8234-102-500731 as follows with the authority to adjust encumbrances in each Fiscal Year through the Budget Office if necessary and justified. Funding for FY 2022-2023 is contingent upon the availability and continued appropriation of funds.

Diplomatic Security, LLC					
Account	Description	FY 2021	FY 2022	FY 2023	Total
02-46-46-464010-8302-102-500731	District Offices	48,750.00	50,115.00	51,675.00	150,540.00
02-46-46-465010-8234-102-500731	Medical-Dental	16,250.00	16,705.00	17,225.00	50,180.00
Total Contract Amount		65,000.00	66,820.00	68,900.00	\$ 200,720.00

EXPLANATION

This contract shall provide pick-up/drop off delivery services for the transportation of medication (medical bags), interdepartmental communications (mail bags), lock bags, urine specimens, urine testing supplies and blood draw samples for the Southern NH Correctional Facilities consisting of the NH State Prison for Men (NHSP-M), NH Correctional Facility for Women (NHCF-W), Shea Farm, Concord, NH and the Calumet House, Manchester, NH and the Division of Field Services, District Offices.

On a daily basis, courier services will be provided between the correctional facilities and State of NH Laboratories to include the NHSP-M, NHCF-W, Shea Farm, Calumet House, State of NH Public Health

Laboratory and the State of NH Forensic Laboratory. On a weekly basis, courier services will be provided between the NHSP-M, District Offices and the State of NH Forensic Laboratory.

A Request for Proposal (RFP) was posted to the NHDOC website www.nh.gov/nhdoc/business/rfp for seven (7) consecutive weeks and eight (8) potential vendors were notified of the solicitation. As a result of publication, four (4) potential vendors responded by submitting a proposal. After the review and evaluation of the proposals and in accordance with the RFP terms and conditions, the NHDOC awarded the contract, in the amount of \$200,720.00, to the incumbent, Diplomatic Security, LLC.

The RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee which consisted of the following NHDOC employees: Robert A. Oxley, Director of Field Services, Jason Smith, Deputy Director of Field Services and Denis R. Fitton II, Program Specialist IV of Professional Standards.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Helen E. Hanks", written over a horizontal line.

Helen E. Hanks
Commissioner



**STATE OF NEW HAMPSHIRE
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DIVISION OF FIELD SERVICES**

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**Robert A. Oxley
Director**

**RFP Bid Evaluation and Summary
In-State Courier Services
NHDOC 20-01-GFDFS**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Proposals will not be publicly opened. Upon receipt, the proposal information will be disclosed to the evaluation committee members only.
- The Department uses a consensus scoring methodology to evaluate submitted Proposals. The Department reserves the right to waive any minor irregularities that it considers not material to the proposal.
- The RFP does not commit the Department to award a Contract. The Department reserves the right to reject any and all Proposals; to cancel the RFP; and to seek new proposals under a new solicitation process.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the evaluation criteria. Specific criteria are:
 - a. Technical Proposal – 55 points
 - b. Cost Proposal – 45 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section F of NHDOC 20-01-GFDFS RFP.
 - a. Contract(s) may be awarded to a Bidder submitting a response that demonstrates the required capabilities and approach as identified in the RFP and does not reduce the current functions of the Department.

Evaluation Team Members:

- a. Robert A. Oxley, Director of Field Services, NH Department of Corrections
- b. Jason Smith, Deputy Director of Field Services, NH Department of Corrections
- c. Dennis R. Fitton, Program Specialist, Professional Standards, NH Department of Corrections



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**RFP Scoring Matrix
In-State Courier Services
NHDOC 20-01-GFDFS**

Respondents:

- Diplomatic Security, LLC
Pembroke, NH
- Granite State Shuttle Services
Dover, NH
- Green Mountain Messenger, LLC
Londonderry, NH
- Pro Courier, Inc.
Watertown, MA

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
 1. Technical Proposal – 55 points
 2. Cost Proposal – 45 points

NHDOC 20-01-GFDFS RFP Scoring Matrix					
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>Diplomatic Security, LLC</i>	<i>Granite State Shuttle Services</i>	<i>Green Mountain Messenger, LLC</i>	<i>Pro Courier, Inc.</i>
<i>Technical Proposal</i>					
<i>Organizational Capability</i>	35	31	26	26	25
<i>Organizational Approach</i>	20	16	16	15	15
<i>Cost Proposal</i>	45	44	45	33	18
Total	100	91	87	74	58

Contract Award:

- **Diplomatic Security, LLC**
344 Commerce Way
Pembroke, NH 03275



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RFP Evaluation Committee Member Qualifications
In-State Courier Services
NHDOC 20-01-GFDFS

Robert A. Oxley, Director, Division of Field Services:

Mr. Oxley has served as the Director of Field Services since October 2019. In this role he is responsible for operation and management of the (11) statewide Probation/Parole Field Offices and Collections Unit. Prior to working for the Department of Corrections, Mr. Oxley worked as a Supervisory Special Agent for the Federal Bureau of Investigation for 22 years. Prior to the FBI, he was a police officer, first for the city of Concord, NH for 3 years and then the city of Manchester, NH for 5 years. Mr. Oxley holds a Bachelor's Degree in Criminal Justice from Westfield State University.

Jason Smith, Deputy Director, Division of Field Service:

Mr. Smith has served as the Deputy Director of Field Services since October 2016. In this role he is responsible for the operation and management of the (11) statewide Probation/Parole Field Offices and Collections Unit. Mr. Smith serves as the agency's training coordinator, legislative liaison and policy developer. Mr. Smith has worked for the NH Department of Corrections for 23 years and has held the previous positions of Corrections Officer, Case Technician, Probation/Parole Officer and Chief Probation/Parole Officer. Mr. Smith holds an Associate's Degree in Criminal Justice from NHTI, a Bachelor's Degree in Criminal Justice from Granite State College and a Master's Degree in Business Management from Franklin Pierce University.

Dennis R. Fitton II, Program Specialist IV, Professional Standards:

Mr. Fitton has served as the Program Specialist for the Division of Professional Standards since September 2018. In this role, he conducts operational and administrative audits ensuring local, State, Federal and Departmental Rules and Policies are adhered to, recommending corrective actions when needed. In this role, Mr. Fitton also prepares NH Department of Correction's Administrative Rules and represents the Department during Joint Legislative Committee hearings on Administrative Rules. Prior to this role, Mr. Fitton was a long time member of the NH Army National Guard. Additionally, he has worked as a member of the security staff at the New Hampshire State Prison for Men, and within the Division of Community Corrections as a Corrections Officer and as the Sergeant of a housing unit, serving the Department for nearly a decade. Mr. Fitton was awarded an AS degree in Criminal Justice from NHTI and a BS degree in Homeland Security from UNH.



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**Helen E. Hanks
Commissioner**

**Robert A. Oxley
Director**

**Bidders List
In-State Courier Services
NHDOC RFP 20-01-GFDFS**

Diplomatic Security, LLC
Earl Gage
Owner
344 Commerce Way
Pembroke, NH 03275
(o) 603-491-1883
(e) earlpg@hotmail.com

General Courier
385 Main Street
South Portland, ME 04106
(o) 207-767-6004
(o) 1-800-698-5035
(f) 207-767-7159
(e) info2@generalcourier.com
(w) www.generalcourier.com

Green Mountain Messenger
54 Echo Place, Suite #1
Williston, VT 05495
(o) 802-862-7662
(o) 1-800-648-2855
(f) 802-862-5513
(e) matt@shipgmm.com
(w) www.shipgmm.com

**Johnstone Enterprises, LTD d/b/a
Granite State Shuttle Service (GSSS)**
Mark Johnstone, President
760 Central Avenue
Dover, NH 03280
(o) 603-516-9222
(f) 603-516-5015
(e) mjohnstone@granitestateshuttle.com
(w) www.granitestateshuttle.com

New England Courier, LLC
19 Martins Ferry Road
Hooksett, NH 03106
(o) 603-669-0407
(e) info@necourier.com
(w) www.necourier.com

North Country Medical Courier Service, Inc.
85 Mechanic Street
Rivermill Suite 270B
Lebanon, NH 03766
(o) 603-448-1149
(o) 1-800-639-3121
(e) dave@medcourier.com
(w) www.medcourier.com

St. Jean Courier
P.O. Box 4056
Manchester, NH 03108
(o) 603-759-1051
(e) stjeancourier@comcast.net
(w) www.stjeancourier.com

Pro Courier
Tyler Gualtieri, Director of Business Development
200 Dexter Avenue
Watertown, MA 02472
(o) 617-482-0831
(w) www.pro-courier.com

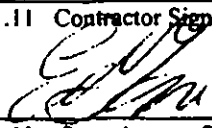
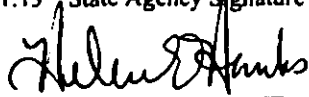
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 P.O. Box 1806 105 Pleasant Street, Concord, NH 03302	
1.3 Contractor Name Diplomatic Security, LLC		1.4 Contractor Address 344 Commerce Way Pembroke, NH 03275	
1.5 Contractor Phone Number 603-717-1403	1.6 Account Number 02-46-46-464010-8302-102-500731 02-46-46-465010-8234-102-500731	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$200,720.00
1.9 Contracting Officer for State Agency Robert A. Oxley, Director of Field Services		1.10 State Agency Telephone Number 603-271-5652	
1.11 Contractor Signature  Date: 4/9/20		1.12 Name and Title of Contractor Signatory Earl Gage, Owner	
1.13 State Agency Signature  Date: 4/27/2020		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: <u>Erik Bal</u> On: 5/5/2020			
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.

**State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHD0C 20-01-GDFFS**

Scope of Services, Exhibit A

1. Purpose:

This request for proposal (RFP) is to seek same day In-State Courier services for the transportation of medications (medication bags), interdepartmental communications (mail bags), lock bags, urine specimens, urine testing supplies and blood draw samples for the NH Department of Corrections (NHD0C). In-State Courier services shall be between the Department's Correctional Facilities, District Office (DO) locations and other State of NH Agencies during designated business hours.

2. Performance Period:

Contract(s) awarded by the Governor and Executive Council (G&C) on behalf of the NH Department of Corrections as a result of this RFP is anticipated to be effective for the period beginning July 1, 2020, or upon approval of the Governor and Executive Council, whichever is later through June 30, 2023. The Department may extend contracted services for one (1) additional period of up to two (2) years, contingent upon satisfactory Contractor performance, continued funding and G&C approval.

3. Service Locations:

Service locations are marked with an "X" below:

NH Department of Corrections District Office Locations			
X	Claremont District Office	17 Water Street, State Office Bldg.	Claremont, NH 03743
X	Concord District Office	314 North State Street	Concord, NH 03301
X	Dover District Office	259 County Farm Rd, Unit 4 Strafford County Courthouse	Dover, NH 03820
X	Exeter District Office	8A Continental Drive	Exeter, NH 03833
X	Keene District Office	28 Mechanic Street	Keene, NH 03431
X	Laconia District Office	314 South Main Street	Laconia, NH 03246
X	Manchester District Office	60 Rogers Street	Manchester, NH 03101
X	Nashua District Office	3 Pine Street Extension, 1 st Floor	Nashua, NH 03060
X	North Haverhill District	3865 Dartmouth College Highway, 2 nd Floor Suite	North Haverhill, NH 03774
X	Ossipee District Office	19 Old Route 28 (Ground Level Suite)	Ossipee, NH 03864
NH Department of Corrections Facility Locations			
X	NH State Prison-Men (NHSP-M)	281 North State Street	Concord, NH 03301
X	NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road	Concord, NH 03301
X	Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
X	Shea Farm, Transitional Housing Unit	60 Iron Works Road	Concord, NH 03301
X	Calumet House, Transitional Housing Unit	126 Lowell Street	Manchester, NH 03104
Other State of NH Agency Locations			
X	Department of Safety, Forensic Laboratory	33 Hazen Drive, 3 rd Floor	Concord, NH 03301
X	Department of Health & Human Services Public Health Laboratory	29 Hazen Drive, 1 st Floor	Concord, NH 03301

4. District Office Courier Services:

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District Office courier services shall require the Contractor to transport interdepartmental communications (mail bags), urine specimens and urine testing supplies using appropriate containers provided by the State to be performed as a same day service during normal business office hours from 8:00AM – 4:00PM *excluding weekends and official State of NH designated Holidays, but to include non-State of NH Holidays*. Such services shall be performed for two (2) District Office locations of like geographic areas, each day of the week. The route shall start at the NHSP-M, to the NH Department of Safety (Forensic Laboratory), Concord, NH, to the designated District Office locations and return to the NH Department of Safety (Forensic Laboratory), and end the route at the NHSP-M, Concord, NH.

5. Correctional Facility Courier Services:

Correctional Facility courier services shall require the Contractor to transport medications (medication bags), interdepartmental communications (mail bags), lock bags, urine specimens, urine testing supplies and blood draw samples to be performed as a same day service during a designated schedule *excluding weekends and official State of NH designated Holidays, but to include non-State of NH Holidays*. In-State courier services for the Correctional Facilities shall be performed on a daily basis, five (5) days a week. The route shall begin in Manchester, NH at the Calumet House traveling to Concord, NH to Shea Farm, then to the NHSP-M, then to the NHCF-W, then to the NH Department of Safety (Forensic Laboratory) and then to the NH Department of Health and Human Services (Public Health Laboratory), Concord, NH and return to the NHSP-M, NHCF-W, Shea Farm, Concord, NH and end at the Calumet House, Manchester, NH.

6. Pick-up/Drop-off Locations:

Each NH Department of Corrections Correctional Facility location will have a designated pick-up/drop-off location. Medications shall be stored in a lock box at the NHSP-M before given to a driver.

Correctional Facility	Pick-up/Drop-off Location	Service Type
NHSP-M	Mailroom	Intercommunications (mail bags); Lock bags; Urine Specimens (coolers); Urine Testing Supplies
NHSP-M	Pharmacy – Control Point (CP) 5	Medications (medication bags)
NHSP-M	Health Services – CP 5	Blood Draw Samples
NHSP-M	SPU/RTU – Zone 7	Blood Draw Samples
Shea Farm	Officer's Station	All
NHCF-W	Lobby/Control Room (call prior to entrance of lobby)	All
Calumet House	Officer's Station	All

7. Property of the NH Department of Corrections:

Contractor shall not retain any NH Department of Corrections property at third (3rd) party locations to include but not limited to medications (medication bags), interdepartmental communications (mail bags), lock bags, urine specimens, urine testing supplies, blood draw samples, coolers and/or other State owned property in Contractor owned off-site or off-route locations for next day delivery. All services shall be performed as same day services.

8. Service Schedules:

Weekly Schedule for the NH Department of Corrections District Office Locations and the Daily Schedule for the NH Department of Corrections Correctional Facilities shall be considered two (2)

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separate and distinct service schedules. Partial Proposals for the requested service schedules for the NH Department of Corrections District Office Locations and Correctional Facilities shall not be accepted.

9. Courier Vehicles:

- 3.1. Contractor shall provide their own vehicles in order to meet the requirements of the scope of service. Transportation costs shall be inclusive of fuel surcharges, vehicle maintenance, tolls, registration, and insurance to be included in the fixed daily rate.
- 3.2. Daily rate shall be inclusive of labor costs (salary, benefits, holiday & overtime pay, FICA, Social Security taxes, health insurance, and any employee Contractor offered benefits).
- 3.3. All vehicles supplied by the Contractor and used to provide the requested services for the State shall be insured for the duration of the Contract and any renewals thereof.

10. Drivers/Courier Staff:

- 3.1. Drivers of the Contractor shall be *bonded*. Contractor shall provide a list of all *bonded* drivers that will be entering any NH Department of Corrections Correctional Facilities. Any driver that is not on such list shall not be allowed to enter the locations.
- 3.2. Drivers must have a clean driving record and shall possess a valid NH driver's license issued by the NH Department of Safety, Division of Motor Vehicles for the duration of a Contract and any renewals thereof.
- 3.3. Contractor shall provide staffing to provide uninterrupted, timely and reliable service and furnish drivers dedicated to the required routes.
- 3.4. Contractor must ensure that their courier staff is Health Insurance Portability and Accountability Act (HIPAA), Protected Health Information (PHI) and Prison Rape Elimination Act (PREA) compliant.
- 3.5. All courier staff providing services shall have a security clearance to include a background check and fingerprinting.
- 3.6. Drivers will wear visible picture identification noting them as the courier company employee.

11. Licenses, Certifications and/or Permits:

All permits as required by authorities having Municipal, County, State and/or Federal jurisdiction shall be the responsibility of the Contractor and shall be obtained prior to commencement of any contract, duration of the contract and any renewal thereof. All financial expenses related to obtaining required permits shall be the sole responsibility of the Contractor. The Contractor shall notify the NH Department of Corrections immediately of loss or suspension. Failure to maintain required licenses, certifications and/or permits may result in immediate termination of a Contract.

12. Courier Schedules:

2.1. Weekly Schedule for NH Department of Corrections District Office Locations:

- 2.1.1. Contractor shall provide the following pick-up/drop-off same day courier services, below, for two (2) like geographic locations **once a week** during normal business office hours (8:00AM – 4:00AM) *excluding weekends and official State of NH designated Holidays, but to include non-State of NH Holidays.*
- 2.1.2. If a same day courier service schedule is interrupted, by an official State of NH designated Holiday then the service shall be assimilated into the day before or next business day for that particular week at no extra cost to the State.

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Weekly Schedule	Courier Service Route
Dover and Exeter District Office	<u>Start Location:</u> NHSP-M, Concord, NH (MAILROOM) 1. Pick-up full/empty Mail Bag(s); 2. Pick-up empty Urine Cooler and Testing Supplies at the State Forensic Laboratory; 3. Drop-off full/empty Mail Bag(s), empty Urine Coolers and Testing Supplies at Dover and Exeter, NH District Offices; 4. Pick-up empty/full Mail Bag(s) and full Urine Coolers from Dover and Exeter, NH District Offices; 5. Drop-off full Urine Cooler from District Offices to State Forensic Laboratory; and 6. Drop-off empty/full Mail Bag(s) at the NHSP-M Mailroom. <u>End Location:</u> NHSP-M, Concord, NH (MAILROOM)
8:00AM – 4:00PM	
Monday	
Concord and Manchester District Office	<u>Start Location:</u> NHSP-M, Concord, NH (MAILROOM) 1. Pick-up full/empty Mail Bag(s); 2. Pick-up empty Urine Cooler and Testing Supplies at the State Forensic Laboratory; 3. Drop-off full/empty Mail Bag(s), empty Urine Coolers and Testing Supplies at Concord and Manchester, NH District Offices; 4. Pick-up empty/full Mail Bag(s) and full Urine Coolers from Concord and Manchester, NH District Offices; 5. Drop-off full Urine Cooler from District Offices to State Forensic Laboratory; and 6. Drop-off empty/full Mail Bag(s) at the NHSP-M Mailroom. <u>End Location:</u> NHSP-M, Concord, NH (MAILROOM)
8:00AM – 4:00PM	
Tuesday	
Nashua and Keene District Office	<u>Start Location:</u> NHSP-M, Concord, NH (MAILROOM) 1. Pick-up full/empty Mail Bag(s); 2. Pick-up empty Urine Cooler and Testing Supplies at the State Forensic Laboratory; 3. Drop-off full/empty Mail Bag(s), empty Urine Coolers and Testing Supplies at Nashua and Keene, NH District Offices; 4. Pick-up empty/full Mail Bag(s) and full Urine Coolers from Nashua and Keene, NH District Offices; 5. Drop-off full Urine Cooler from District Offices to State Forensic Laboratory; and 6. Drop-off empty/full Mail Bag(s) at the NHSP-M Mailroom. <u>End Location:</u> NHSP-M, Concord, NH (MAILROOM)
8:00AM – 4:00PM	
Wednesday	
Claremont and North Haverhill District Office	<u>Start Location:</u> NHSP-M, Concord, NH (MAILROOM) 1. Pick-up full/empty Mail Bag(s); 2. Pick-up empty Urine Cooler and Testing Supplies at the State Forensic Laboratory; 3. Drop-off full/empty Mail Bag(s), empty Urine Coolers and Testing Supplies at Claremont and North Haverhill, NH District Offices; 4. Pick-up empty/full Mail Bag(s) and full Urine Coolers from Claremont and North Haverhill, NH District Offices; 5. Drop-off full Urine Cooler from District Offices to State Forensic Laboratory; and 6. Drop-off empty/full Mail Bag(s) at the NHSP-M Mailroom. <u>End Location:</u> NHSP-M, Concord, NH (MAILROOM)
8:00AM – 4:00PM	
Thursday	
Laconia and Ossipee District Office	<u>Start Location:</u> NHSP-M, Concord, NH (MAILROOM) 1. Pick-up full/empty Mail Bag(s); 2. Pick-up empty Urine Cooler and Testing Supplies at the State Forensic Laboratory; 3. Drop-off full/empty Mail Bag(s), empty Urine Coolers and Testing Supplies at Laconia and Ossipee, NH District Offices; 4. Pick-up empty/full Mail Bag(s) and full Urine Coolers from Laconia and Ossipee, NH District Offices; 5. Drop-off full Urine Cooler from District Offices to State Forensic Laboratory; and 6. Drop-off empty/full Mail Bag(s) at the NHSP-M Mailroom. <u>End Location:</u> NHSP-M, Concord, NH (MAILROOM)
8:00AM – 4:00PM	
Friday	

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1.2. Daily Schedule for NH Department of Corrections Correctional Facilities:

Daily Schedule: Monday – Friday	Courier Service Route
12:45 PM	Start Location: Calumet House, 126 Lowell, Street, Manchester, NH 1. Pick-up Calumet House Medical Bags, Mail Bags and Lock Bags; and 2. Pick-up full Calumet House Urine Cooler for State Forensic Lab.
1:20 PM	Shea Farm, 60 Iron Works Road, Concord, NH: 1. Pick-up Shea Farm Medical Bags and Mail Bags; and 2. Pick-up full Shea Farm Urine Cooler for State Forensic Lab.
1:50 PM	NHCF-W, 42 Perimeter Road, Concord, NH: 1. Pick-up NHCF-W Medical Bags and Mail Bags; 2. Pick-up full NHCF-W Urine Cooler for State Forensic Lab; and 3. Pick-up Blood Samples for Public Health Laboratory
2:10 PM	NHSP-M, 281 N. State St., Concord, NH (MAILROOM): 1. Drop-off Calumet House, Shea Farm and Shea Farm Medical Bags, Mail Bags and Lock Bags (not accepted after 2:30 PM); 2. Pick-up full NHCF-W, Shea Farm, and Calumet House Mail Bags and Calumet Lock Bags; 3. Pick-up full NHSP-Men Urine Coolers for State Forensic Lab. 4. Pick-up Blood Samples (CP-5 and Zone 7) for Public Health Laboratory.
2:30 PM	NH Department of Safety (Forensic Lab), 33 Hazen Drive, 3 rd FL, Concord, NH: 1. Drop-off full Calumet House, NHCF-W, Shea Farm & NHSP-M Urine Coolers; 2. Pick-up empty NHSP-M, NHCF-W, Shea Farm and Calumet House Urine Coolers and Urine Testing Supplies.
2:45 PM	NH Department of Health and Human Services (Public Health Laboratory), 29 Hazen Drive, 1st FL, Concord, NH: 1. Drop-off Blood Samples from NHCF-W and NHSP-M.
3:00 PM	NHSP-M, 281 N. State St., Concord, NH (MAILROOM/PHARMACY): 1. Drop-off empty NHSP-M Urine Cooler and Testing Supplies from the NH Department of Safety (Forensic Lab) to the MAILROOM. 2. Pick-up full NHCF-W, Shea Farm and Calumet House Medical Bags at the PHARMACY (Cannot be picked up until 3:00 PM).
3:30 PM	Shea Farm, 60 Iron Works Road, Concord, NH: 1. Drop-off full Shea Farm Medical and Mail Bags; and 2. Drop-off empty Shea Farm Urine Cooler and Testing Supplies.
4:10 PM	NHSP-W, 42 Perimeter Road, Concord, NH: 1. Drop-off full NHCF-W Medical Bags and Mail Bags; and 2. Drop-off empty NHCF-W Urine Cooler and Testing Supplies.
4:45 PM	Calumet House, 126 Lowell, Street, Manchester, NH: 1. Drop-off full Calumet House Medical Bags, Mail Bags and Lock Bags; and 2. Drop-off empty Calumet House Urine Cooler and Testing Supplies. End Location: Calumet House, 126 Lowell, Street, Manchester, NH

13. **General Service Provisions:**

2.1. Supplies: The Contractor will be provided with supplies (medication bags, mailbags, lock bags, coolers and/or containers) as deemed necessary by the NH Department of Corrections to provide the requested services. Any Contractor supplies shall be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.

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- 2.2. **Rules and Regulations:** The Contractor agrees to comply with all Policies, Procedure and Directives (PPD's) of the NH Department of Corrections. The Contractor shall adhere to the Department's Administrative Rules, Conduct and Confidentiality of Information policies.
- 2.3. **Additional Facilities:** Upon agreement of both parties, additional facilities belonging or associated to the NH Department of Corrections may be added to the contract.
- 2.4. **Contractor Employee Information:** The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or sub-Contractors to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or sub Contractor's employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
- 2.4.1. 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 sub-Contractor employees to determine eligibility status.
- 2.4.2. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or sub-Contractor employee who does not comply with the criteria identified in 13.4.3., below.
- 2.4.3. In addition, the Contractor and/or sub-Contractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provided services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - 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 Director of Field Services and/or designee of the NH Department of Corrections;
 - 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 New Hampshire;
 - Individuals with a history of drug diversion;
 - Individuals who was a former State of NH employee and/or former contract employee that was dismissed for cause;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - The NH Department of Corrections may not permit relatives of currently incarcerated felons to provide services without prior approval.
- 13.5. **Admittance:** The NH Department of Corrections may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person(s) so removed or denied access are delivered.

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14. Administrative Rules, Policies, Regulations and Policy and Procedure Directives:

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 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.

15. Prison Rape Elimination Act (PREA) of 2003:

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

16. Protected Health Information (PHI):

Contractor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments.

In performing its obligations under the Contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.

The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the patient that becomes available to the Contractor in connection with its performance under the Contract. In the event of unauthorized use of or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.

All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

17. Change of Ownership:

In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract

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with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.

18. Contractor Designated Liaison:

Contractor shall designate a representative to act as a liaison between the Contractor and the Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

- 18.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 18.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 18.3. Changes to the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Director of Field Services, or designee, P.O. Box 1806, Concord, NH 03302.

19. Contractor Liaison's Responsibilities:

Contractor's designated liaison shall be responsible for:

- 19.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof.
- 19.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.
- 19.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 19.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues, which may arise.

20. NH Department of Corrections Contract Liaison Responsibilities:

NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. The NH Department of Corrections representative shall be responsible for:

- 20.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed.
- 20.2. Monitoring compliance with the terms of the Contract.
- 20.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract.

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- 20.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 20.5. Informing the Contractor of any discretionary action taken by the NH Department of Corrections pursuant to the provision of the Contract.
- 21. Reporting Requirements:**
NH Department of Corrections shall, at its sole discretion:
- 21.1. Request the Contractor to provide proof of any and all permits to perform courier services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof.
- 21.2. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of the NH Department of Corrections.
- 21.3. Any reports and/or information requested by the NH Department of Corrections forwarded to NH Department of Corrections, Director of Field Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 22. Performance Evaluation:**
NH Department of Corrections shall, at its sole discretion monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.
- 23. Performance Measures:**
NH Department of Corrections shall, at its sole discretion:
- 23.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 23.2. Terminate the Contract as permitted by law, if the NH Department of Corrections determines that the Contractor:
- 23.2.1. Does not comply with the terms of the Contract.
- 23.2.2. Has lost or has been notified of intention to lose their certification/licensure/permits.
- 23.2.3. The Contractor shall fully coordinate the performance activities of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.
- 24. Bankruptcy or Insolvency Proceeding Notifications:**
- 24.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 24.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

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25. Embodiment of the Contract:

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 25.1.1. shall govern. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Proposer's Proposal and/or the result of a Contract.

25.1. Order of Precedence:

- 25.1.1. State of NH Department of Corrections Contract Agreement NHD0C 20-01-GFDFS.
- 25.1.2. State of NH Department of Corrections RFP NHD0C 20-01-GFDFS.
- 25.1.3. Proposer's Response to RFP NHD0C 20-01-GFDFS.

26. Cancellation of Contract:

NH Department of Corrections 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 NH Department of Corrections exercise its right to cancel the Contract, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor.

- 26.1. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 26.2. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

27. Contractor Transition:

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

28. Audit Requirement:

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

29. Additional Supplies/Locations/Routes/Pick-up & Drop-off Times:

- 29.1. Supplies: At the discretion of the NH Department of Corrections, additional supplies may be increased/decreased (added/deleted) and/or reassigned to alternate facilities during the Contract term.
- 29.2. Locations/Routes/Pick-up & Drop-off Times: At the discretion of the NH Department of Corrections, additional locations may be increased/decreased (added/deleted) and/or reassigned during the Contract term and any renewals thereof. Locations may be added and/or deleted after the award of a Contract in the event that the Department relocates its District Office locations.
 - 29.2.1. In the event that the NH Department of Corrections wishes to add/or remove facilities at which the Contractor is to provide services, it shall:

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- Give the Contractor fourteen (14) days written notice of the proposed change.
 - Secure the Contractor's written agreement to the proposed change(s).
 - If it is necessary to increase the price limitation of the Contract, this provision will require Governor and Executive Council approval.
- 29.2.2. Routes and pick-up/drop-off times are subject to change for the life of a Contract and any renewals thereof.

30. Notification to the Contractor:

NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

31. Other Contractual Documents Required by the NH Department of Corrections:

Form Number P-37 (version 5/8/15); Certificate of Good Standing; Certificates of Authority/Vote; Certificate of Insurance; Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; PREA Acknowledgement Form and ALT-W9 Registration shall be applicable for the requested contracted activities and are located as a separate link on the NH Department of Corrections website: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm with instructions found in the Proposal Check Sheet.

32. Rejection of Proposals:

Proposals may be rejected at any time at the discretion of the Director of Administration or designee if the Contractor:

- 32.1. Has any interest that shall, in the sole discretion of the NH Department of Corrections, conflict with performance of services for the State.
- 32.2. If a non-profit/not-for-profit fails to furnish the NH Department of Corrections with the names and addresses of the organization's Board of Directors/Members, List of Key Personnel and Salaries and/or Resumes of Key Personnel (redact all personal information pertaining to these requirements).
- 32.3. Fails to make an oral presentation, if requested by the NH Department of Corrections, at a time, place and in a manner satisfactory to the Department.
- 32.4. Fails to reach an agreement with the NH Department of Corrections on any and all Contract terms.

33. Remedies for "Minor Irregularities" of a Proposal:

The NH Department of Corrections, in its sole discretion, may determine that non-compliance with any RFP requirement is insubstantial. In such cases, the Department may:

- 33.1. Seek clarification.
- 33.2. Allow the Contractor to make corrections, or
- 33.3. Apply a combination of the two (2) remedies.

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*State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHD0C 20-01-GFDFS*

Estimated Budget/Method of Payment, Exhibit B
1. In-State Courier Cost Proposal:

Service Day	State Fiscal Year (SFY)				
	Original Contract Period			Renewal Contract Period	
	SFY 2021	SFY 2022	SFY 2023	SFY 2024	SFY 2025
	7/1/2020-6/30/2021	7/1/2021-6/30/2022	7/1/2022-6/30/2023	7/1/2023-6/30/2024	7/1/2024-6/30/2025
Monday	\$ 250.00	\$ 257.00	\$ 265.00	\$ 272.00	\$ 279.00
Tuesday	\$ 250.00	\$ 257.00	\$ 265.00	\$ 272.00	\$ 279.00
Wednesday	\$ 250.00	\$ 257.00	\$ 265.00	\$ 272.00	\$ 279.00
Thursday	\$ 250.00	\$ 257.00	\$ 265.00	\$ 272.00	\$ 279.00
Friday	\$ 250.00	\$ 257.00	\$ 265.00	\$ 272.00	\$ 279.00
Weekly Totals: (add: Mon-Fri per SFY column)	\$ 1,250.00	\$ 1,285.00	\$ 1,325.00	\$ 1,360.00	\$ 1,395.00
Service Weeks: (service weeks per SFY)	52	52	52	52	52
Estimated Budget per SFY: (multiply Weekly Total row per SFY column by 52)	\$ 65,000.00	\$ 66,820.00	\$ 68,900.00	\$ 70,720.00	\$ 72,540.00
Total Contract Price: (add Estimated Budget Column Totals for Original Contract Period SFY 2021, 2022 and 2023)			\$ 200,720.00		

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

Division of Field Services

Page 46 of 53

Contractor Initials EPG
Date 4/9/20

*State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHDOC 20-01-GDFDS*

2. Method of Payment:

- 2.1. Transportation costs shall be inclusive of fuel surcharges, vehicle maintenance, registration and required vehicle insurance.
- 2.2. Daily rate for required services shall be inclusive of transportation costs, as stated in 2.1. above, and labor costs (inclusive of salary, holiday, overtime, FICA, Social Security taxes, health insurance, and any employee offered benefits).
- 2.3. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th following the month in which services are provided.
- 2.4. Invoices shall be sent to the NH Department of Corrections, Director of Field Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, Director of Field Services, P.O. Box 1806, Concord, NH 03302.
- 2.5. The NH Department of Corrections may adjust the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 2.6. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
 - 2.6.1. Organization name and address.
 - 2.6.2. Invoice number, date and account number (if applicable).
 - 2.6.3. NH Department of Corrections purchase order (PO) number (if applicable).
 - 2.6.4. Descriptor: In-State Courier Services NHDOC 20-01-GDFDS
 - 2.6.5. Month of Service.
 - 2.6.6. Item Code and/or Quantity.
 - 2.6.7. Extended amount (if applicable).
 - 2.6.8. Total
- 2.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 2.8. The Contractor's shall follow the State's Fiscal Year Calendar for budgeting purpose. Original Contract Period shall commence on July 1, 2020.

The remainder of this page is intentionally blank.

*State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHDOC 20-01-GDFFS*

Special Provisions, Exhibit C

1. FORM NUMBER P-37 (version 5/8/15)

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

The remainder of this page is intentionally blank.

State of New Hampshire

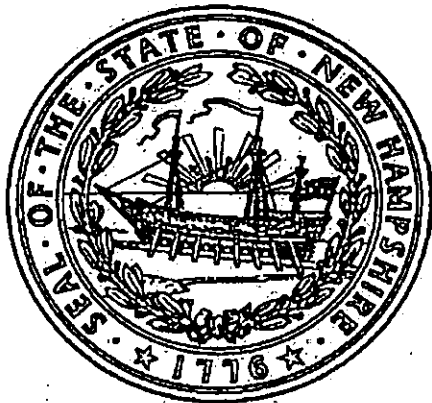
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DIPLOMATIC SECURITY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 09, 2008. 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: 594541

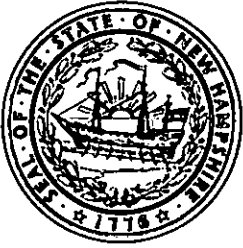
Certificate Number : 0004893960



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2020.

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

William M. Gardner
Secretary of State



State of New Hampshire

Department of State

2020 ANNUAL REPORT

Filed
Date Filed: 3/9/2020
Effective Date: 3/9/2020
Business ID: 594541
William M. Gardner
Secretary of State

BUSINESS NAME: DIPLOMATIC SECURITY, LLC
BUSINESS TYPE: Domestic Limited Liability Company
BUSINESS ID: 594541
STATE OF FORMATION: New Hampshire

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
344 Commerce Way Pembroke, NH, 03275, USA	344 Commerce Way Pembroke, NH, 03275, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: Gage, Earl P
REGISTERED AGENT OFFICE ADDRESS: 319 Commerce Way #4 Pembroke, NH, 03275, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / security guard services	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Earl P Gage	344 Commerce Way, Pembroke, NH, 03275, USA	Member

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

Title: **Member**

Signature: **Earl Gage**

Name of Signer: **Earl Gage**

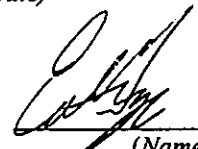
Limited Partnership or LLC Certification of Authority

I, Earl Gage, hereby certify that I am a Sole Member of
(Name)
of Diplomatic Security, LLC a limited liability partnership under RSA 304-B or a
(Name of Partnership or LLC)
limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

As the Sole Member of the LLC, I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not expired, been amended or revoked, and remains in full force and effect as of 5/5/2020 as it was at the time of
(Today's Date)
the original signature date of April 9, 2020.

DATED: 5/5/2020

ATTEST:  Member
(Name and Title)

Earl

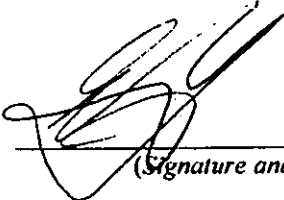
Limited Partnership or LLC Certification of Authority

I, Earl Gage, hereby certify that I am a Partner, Member or Manager
(Name)
of Diplomatic Security, LLC a limited liability partnership under RSA 304-B or a
(Name of Partnership or LLC)
limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not expired.

DATED: 4/9/2020

ATTEST:  Member
(Signature and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2020

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).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Nicole Baer PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: nbaer@crossagency.com	
INSURED Diplomatic Security, LLC 344 Commerce Way #4 Pembroke NH 03275		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance INSURER B: Arbella Mutual Ins Co INSURER C: Travelers Property Casualty Co of America INSURER D: INSURER E: INSURER F:	

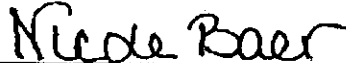
COVERAGES **CERTIFICATE NUMBER:** 20-21 GL 19-20 BA,WC **REVISION NUMBER:**

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 INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BSPKG0343800	05/13/2020	05/13/2021	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/PROP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTO3 ONLY		1020056624	06/20/2019	06/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Manufacture in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y N/A		6JUB5B44147319 (3a.) NH	06/16/2019	06/16/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Workers Compensation Excludes: Earl Gage					

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

State of NH, NH Department of Corrections is included as additional Insured with respects to the CGL as per executed written contract with the above named Insured.

CERTIFICATE HOLDER State of NH, NH Department of Corrections PO Box 1806 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 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2020

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).

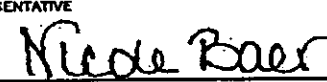
PRODUCER FIAUCross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Nicole Baer PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: Nbaer@crossagency.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Acceptance Indemnity Ins Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Arbela Mutual Ins Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Acceptance Indemnity Ins Co		INSURER B:	Arbela Mutual Ins Co		INSURER C:	Travelers Property Casualty Co of America	25674	INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Diplomatic Security, LLC 344 Commerce Way #4 Pembroke NH 03275																					

COVERAGES CERTIFICATE NUMBER: 19/20 All Lines 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 INSD	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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CL00131850	05/13/2019	05/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1020056624	06/20/2019	06/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	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		6JUB5B44147319 (State: 3a NH)	06/16/2019	06/16/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Workers Compensation Excludes: Earl Gage						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of NH, NH Department of Corrections is included as additional insured with respects to the CGL as per executed written contract with the above named insured.

CERTIFICATE HOLDER State of NH, NH Department of Corrections PO Box 1806 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 
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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.

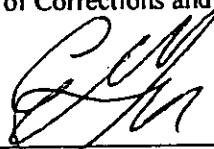
<u>Earl Gage</u> Name	 Signature	<u>4/9/20</u> Date
<u>David A. Spitzer</u> Witness Name	 Signature	<u>4/2/2020</u> Date

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.

Earl Gage

Name



Signature

4/9/20

Date

Dave Spinney

Witness Name



Signature

4/9/2020

Date


NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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


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

Earl Gage
Name


Signature

4/9/20
Date

David A. Sperry
Witness Name


Signature

4/9/2020
Date



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

Helen E. Hanks
 Commissioner

Robin Maddaus
 Director

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 CONCORD, NH 03302-1806

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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): Earl Gage Date: 4/9/20
 (Name of Contract Signatory)

Signature:
 (Signature of Contract Signatory)

car

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

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

(1) Definitions

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) Obligations and Activities of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

NH Department of Corrections
State of New Hampshire Agency Name

Helen E. Hanks
Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

4/27/2020
Date

Diplomatic Security, LLC
Contractor Name

Carl Gage
Contractor Representative Signature

Owner Carl Gage
Authorized Contractor Representative Name

owner
Authorized Contractor Representative Title

4/9/20
Date