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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

Bob Mullen
Director

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

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

August 5, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire.03301

Retroactive

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a **retroactive** contract with Johnstone Enterprises, LTD d/b/a Granite State Shuttle Services (VC # 156475), 760 Central Avenue, Dover, NH 03280, in the amount of \$79,170.00 for the provision of In-State Courier Services for the Northern NH Correctional Facility upon Governor and Executive Council approval, effective for the period of July 1, 2014 through June 30, 2016, with the option to renew for one (1) additional period of up to two (2) year(s). 100% General Funds

Funds for this contract are available in account, *Berlin Prison (NCF)*, as follows: 02-46-46-468010-8250-020-500219 for SFY 15 and 02-46-46-468010-8250-102-500731 for SFY 16, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funds for SFY 2016 are contingent upon the availability and continued appropriation of funds.

Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service

Account	Description	SFY 2015	SFY 2016	Total
02-46-46-468010-8250-020-500219	Transportation of Things	\$ 39,000.00	\$ -	\$ 39,000.00
02-46-46-468010-8250-102-500731	Contracts for Program Services	\$ -	\$ 40,170.00	\$ 40,170.00
Total Contract Amount:		\$ 39,000.00	\$ 40,170.00	\$ 79,170.00

EXPLANATION

This contract is **retroactive** due to administrative delays due to year-end work load and delays.

This contract provides courier services to transport medications and interdepartmental communications for the Northern NH Correctional Facility, Berlin, NH. On a daily basis, five (5) days a week, excluding weekends, courier services will be provided between the NH State Prison for Men (NHSP-M) and the Northern NH Correctional Facility, Berlin, NH.

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for seven (7) consecutive weeks and notified seven (7) potential

vendors of the RFP posting. As a result of the issuance of the RFP, one (1) potential vendor responded by submitting their proposal. After the review of the proposal and in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the contract, in the amount of \$79,170.00, to incumbent and only bidder, Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service.

This RFP was scored utilizing a consensus methodology by a four (4) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Edward Reilly, Warden, Northern NH Correctional Facility; Dan Hammer, Sergeant, Investigations, NH Department of Corrections; Joey Pelletier, Sergeant, Operations, Northern NH Correctional Facility and Scott Lamberston, Captain, Chief of Security, Northern NH Correctional Facility.

Respectfully Submitted,


for William L. Wrenn
Commissioner



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**In State Courier Services
RFP Bid Evaluation and Summary
NHDOC 14-05-GFNCF**

Proposal Receipt and Review:

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

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost – 50 points
 - b. Organizational Capability – 25 points
 - c. Organizational Approach to Performance – 15 points
 - d. Financial Statements – 5 points
 - e. Qualitative References – 5 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 34 of NHDOC 14-05-GFNCF RFP.
 - a. The contract will be awarded to the Bidder submitting the lowest total cost to the State based upon the New Hampshire Department of Corrections estimated volume as long as the Vendor's Organizational Capability, Program Structure/Plan of Operation, Financial Stability and References are acceptable to the Department.

Evaluation Team Members:

- a. Edward Reilly, Warden, Northern NH Correctional Facility, Berlin, NH
- b. Dan Hammer, Sergeant, Investigations, NH Department of Corrections
- c. Joey Pelletier, Sergeant, Operations, Northern NH Correctional Facility, Berlin, NH
- d. Scott Lamberston, Captain, Chief of Security, Northern NH Correctional Facility, Berlin, NH

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



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**In-State Courier Services
RFP Scoring Matrix
NHDOC 14-05-GFNCF**

Respondents:

- Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service
760 Central Avenue, Dover, NH 03280

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 cost-effective manner.
 1. Total Estimated Cost – 50 points
 2. Organizational Capability – 25 points
 3. Organizational Approach to Performance - 15 points
 4. Financial Statements – 5 points
 5. Qualitative References – 5 points

NHDOC 14-05-GFNCF RFP Scoring Matrix		
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service
Total Estimated Cost	50	40
Organizational Capability	25	20
Organizational Approach to Performance	15	13
Financial Statements	5	5
Qualitative References	5	5
Total	100	83

Contract Award:

- Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service
760 Central Avenue, Dover, NH 03280

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**On-Site Courier Services
RFP Evaluation Committee Member Qualifications
NHDOC 14-05-GFNCF**

Edward Reilly, Warden, Northern NH Correctional Facility, Berlin, NH:

In February 2012, the NH Department of Corrections named Mr. Edward Reilly Warden of the Northern NH Correctional Facility. Mr. Reilly is a Subject Matter Expert on Correctional Matters with the Office of Detention Policy and Planning for Immigration Customs and Enforcement (ICE) in the U.S. Department of Homeland Security. Previously, Warden Reilly served as the Facility Director of the Varick Federal Detention Center in New York, an U.S. Immigration and Customs Enforcement Facility, and was a Sheriff of the Nassau County Correctional Center. Warden Reilly began his career as a corrections officer at the New York City Correctional Institution for Men on Rikers Island in 1972. Between 1972 and 1986, he was promoted three times to the ranks of Captain, Assistant Deputy Warden and Deputy Warden and served as the executive officer to the department's training academy and served as a member of its hostage negotiations team.

Dan Hammer, Sergeant, Investigations, NH Department of Corrections:

Mr. Hammer has been with the NH Department of Corrections for over sixteen years and is an Internal Affairs Investigator for the Department. He has a broad and specific knowledge of conducting prison investigations, supervises personnel in performing investigations and identification work necessary to gather physical and scientific evidence, investigates inmate complaints, potential criminal activity, assigned employee cases and prepares cases for criminal prosecution. Mr. Hammer acts as a liaison for police, probation/parole officers, corrections staff, internal administration, other law enforcement officials, country attorneys, and officials for the Attorney General's Office on intelligence and incidents associated with institutional security and public safety. In addition to his primary duties, Mr. Hammer manages and maintains security identification, tracking, case management databases and evaluates the validity of recorded telecommunications placed by the inmate population.

Joey Pelletier, Sergeant, Operations, Northern NH Correctional Facility, Berlin, NH:

Mr. Pelletier started his career at the Northern NH Correctional Facility in July of 2000 as a Direct Supervision Officer and advanced his career from a Housing Unit Supervisor to an Assistant Shift Commander, Interim Shift Commander to his current position as the Operations Sergeant for the Berlin facility. In his current capacity, Mr. Pelletier's responsibilities include budgeting and ordering equipment for the facility, tool compliance and inventory, vehicle fleet management and maintenance, video conference coordinator and assisting in Emergency Management.

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Scott Lambertson, Captain, Chief of Security, Northern NH Correctional Facility, Berlin, NH:

Mr. Lambertson started his career with the NH Department of Corrections in May, 1993 at the NH State Prison for Men (NHSP-M) and then transferred to the Lakes Region Facility. Prior to his promotion to Captain, Chief of Security, for the Northern NH Correctional Facility in 2007, he has served as Operations Sergeant and Lieutenant 2nd Shift Commander and has performed as an Operations Captain, Housing Captain, Chief of Security for the Lakes Region Facility and Acting Chief of Security for the Northern Correctional Facility. In his current capacity as Captain, Chief of Security, Mr. Lambertson's responsibilities include the overall assurance of institutional security and public safety through the development, review and implementation of departmental policies, procedures and directives, conduct and direct security inspections and facility audits and the oversight of shift, emergency management and facility incidents. In addition, Mr. Lambertson is the designated Prison Rape Elimination Act (PREA) Compliance Manager for the facility.



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**In-State Courier Services
Bidders List
NHDOC RFP 14-05-GFNCF**

Amity Courier
Dana L. Goudreault
Owner
175 Brunelle Avenue
Manchester, NH 03103
(o) 603-289-3815
(f) 603-645-6832
(e) burlapdog@comcast.net
(w) www.courierboard.com

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

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

North Country Medical Courier Service, Inc.
85 Mechanic Street
Rivermill Suite 270B
Lebanon, NH 03766
(o) 603-448-0265
(o) 1-800-639-3121
(f) 603-448-2404
(e) dave@medcourier.com
(w) <http://www.medcourier.com>

Green Mountain Messenger
200 Perimeter Road
Suite # 2
Manchester, NH 03103
(o) 802-862-7662
(o) 1-800-648-2855
(f) 802-862-5513
(e) matt@gmmessenger.com
(w) www.gmmessenger.com

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

**Johnstone Enterprises, LTD d//b/a Granite State Shuttle
Service (GSSS)**
Mark Johnstone
President
760 Central Avenue
Dover, NH 03820
(o) 603-516-9222
(f) 603-516-5015
(e) mjohnstone@granitestateshuttle.com
(w) www.granitestateshuttle.com

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

Subject:

In-State Courier Services

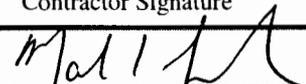
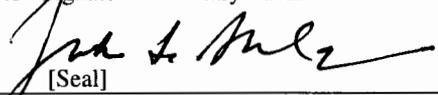
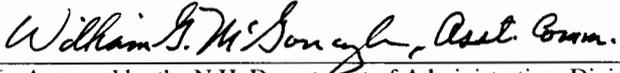
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Johnstone Enterprises LTD. / DBA Granite State Shuttle Service		1.4 Contractor Address 760 Central Avenue Dover, NH 03820	
1.5 Contractor Phone Number 1-800-633-9222	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$ 79,170.00
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mark E Johnstone, President	
1.13 Acknowledgment: State of <u>N.H.</u> , County of <u>Rockingham</u> On <u>3/31/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		JOHN L. AHLGREN, Notary Public Commission Expires 9/9/2014	
1.13.2 Name and Title of Notary or Justice of the Peace JOHN L. AHLGREN, Notary Public Commission Expires 9/9/2014			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Mark E. Brown</u> On: <u>8/11/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 4/16/14

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

SECTION B: Scope of Services, Exhibit A

1. Purpose:

The purpose of this request for proposal is to seek in-state courier services for the transportation of medications and interdepartmental communications between the NH State Prison for Men (NHSP-M), Concord, NH and the Northern NH Correctional Facility (NCF), Berlin, NH on a daily basis, five (5) days a week, during designated business hours excluding weekends.

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2014 upon approval of Governor and Executive Council (G&C) whichever is later through June 30, 2016, with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Location of Services:

3.1. Location of Services: NH Department of Corrections Correctional Facilities, which are marked with an "X" below:

Southern Region - NHDOC Southern NH Correctional Facility Locations		
NH State Prison for Men (NHSP-M)	281 North State Street,	Concord, NH 03301
Northern Region - NHDOC Northern NH Correctional Facility Location		
Northern Correctional Facility (NCF)	138 East Milan Road,	Berlin, NH 03570

- 3.2. The Contractor shall provide requested courier services to alternative locations in the event that the State relocates its facilities within the State of New Hampshire.
- 3.3. Partial Proposals for requested courier services for the NH Department of Corrections Correctional Facilities shall not be accepted.
- 3.4. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor. The Contractor shall be obligated to continue to provide services to facilities of the NH Department of Corrections even in the event that their geographic location changes.
- 3.5. Courier Service locations are subject to change for the life of the Contract and any renewals thereof.

4. Current Inmate/Patient/non-Adjudicated Resident Population: (NOT APPLICABLE)

5. Minimum Required Services:

5.1. The Contractor shall provide pick-up/drop-off delivery services for the transportation of medications and interdepartmental communications to and from the locations indicated in the Terms and Conditions, Statement of Purpose, Section Three (3) and Scope of Services, Exhibit A, Location of Services, Section Three (3) adhering to the Scope of Services, Exhibit A on a daily basis, five (5) days a week, during designated business hours excluding weekends.

5.1.1. Location:

- Contractor shall make same day deliveries from/to the NH State Prison Concord, NH and the Northern NH Correctional Facility, Berlin, NH.

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**Scope of Services
Exhibit A**

- Requested services shall be provided by the Contractor to alternative locations and pick-up/drop-off times in the event that the State relocates its facilities within the State of New Hampshire.
 - Each facility location will have a centralized designated pick-up/drop-off location where the courier shall deliver and pick up the medications and interdepartmental communications. Medications shall be stored in a lock box at the NHSP-M before given to a driver.
- 5.1.2. Property of the State:
- Contractor shall not store any State property to include but not limited to, medications and interdepartmental communications, mail and medication bags, supplies, containers and/or coolers, of the State in off-site Contractor owned locations.
- 5.1.3. Contractor Vehicles:
- Contractor shall provide their own vehicles in order to meet the RFP scope of service requirements. Transportation costs shall be inclusive of fuel surcharges, vehicle maintenance, registration and required vehicle insurance to be included in the fixed daily fee.
 - All vehicles supplied by the Contractor and used to provide in-state courier services for the State shall be insured for the duration of the Contract and any renewals thereof.
- 5.1.4. Drivers/Courier Staff:
- 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.
 - 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.
 - Contractor shall provide staffing to provide uninterrupted, timely and reliable service.
 - 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.
 - All courier staff providing services shall have a security clearance to include a background check and fingerprinting.
 - Contractor shall furnish drivers dedicated to the routes identified in the Scope of Services, Exhibit A, Courier Service Schedule, Section Five (5), including replacement drivers.
 - Drivers will wear visible picture identification noting them as the courier company employee.
- 5.1.5. Permits:
- Any and all permits as required by authorities having local, state and/or federal jurisdiction shall be the responsibility of the Contractor and shall be obtained prior to commencement of any services. Any and all financial expense/cost related to obtaining required permits shall be the sole responsibility of the Contractor.

6. Courier Service Schedule:

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

6.1.1. Contractor shall provide the following courier services as described below to each Correctional Facility listed below.

Daily Schedule: Monday – Friday	Courier Service Locations:
4:00 PM	NHSP-M, Concord, NH (MAILROOM): 1. Pick-up full and/or empty NCF Mail Bags; and 2. Pick-up full and/or empty NCF District Office (DO) Mail Bags.
4:30 PM	NHSP-M, Concord, NH (PHARMACY): 1. Pick-up full and/or empty NCF Medical Bags.
8:00PM	Northern Correctional Facility (NCF), Berlin, NH: 1. Drop-off full and/or empty NCF Mail Bags; 2. Drop off full and/or empty NCF District Office (DO) Mail Bags; 3. Drop off full and/or empty NCF Medical Bags; 4. Pick-up empty and/or full NCF Mail Bags; 5. Pick-up empty and/or full NCF District Office (DO) Mail Bags; and 6. Pick-up full/and or empty NCF Medical Bags.
10:45PM	NHSP-M, Concord, NH (MAILROOM): 1. Drop-off empty and/or full NCF Mail Bags; and 2. Drop-off empty and/or full NCF District Office (DO) Mail Bags.
11:00PM	NHSP-M, Concord, NH (PHARMACY): 1. Drop-off full and/or empty NCF Medical Bags.

6.1.2. The NH State Prison for Men (NHSP-M), Concord, NH drop-off/pick-up services for medications and interdepartmental communications must be performed **after 4:00PM.**

7. General Service Provisions:

- 7.1. Tools and Equipment: The Contractor will be provided with the tools and equipment as deemed necessary by the NH Department of Corrections to provide the requested services. Any and all tools and Contractor containers 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.
- 7.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections. The Contractor shall adhere to Department’s confidentiality policy and procedure directives.
- 7.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the contract. If it is necessary to increase the price limitation of the Contract this provision will require Governor and Executive Council approval.
- 7.4. 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 subcontractors 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 subcontractor employee hiring status shall be contingent upon receipt of a criminal

**Scope of Services
Exhibit A**

background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.

- 7.4.1. 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 subcontractor employees to determine eligibility status.
- 7.4.2. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or subcontractor employee who does not comply with the criteria identified in Paragraph 7.4.3., below.
- 7.4.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
 - Individuals convicted of a felony shall not be permitted to provide 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 Northern NH Correctional Facility Warden and 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 NH;
 - Individuals with a history of drug diversion;
 - Individuals who was a former State of NH employee and/or former Contractor 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
 - Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 7.5. Licenses, Credentials and Certificates: The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 7.6. 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 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.
- 7.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department of 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.

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

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Exhibit A**

- 7.7.1. 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.
- 7.7.2. 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.
- 7.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Northern NH Correctional Facility Warden, or designee, 138 East Milan Road, Berlin, NH 03570
- 7.8. Contractor Liaison's Responsibilities: The Contractor's designated liaison shall be responsible for:
 - 7.8.1. 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;
 - 7.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
 - 7.8.3. 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
 - 7.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 7.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. 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. NH Department of Corrections representative shall be responsible for:
 - 7.9.1. 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;
 - 7.9.2. Monitoring compliance with the terms of the Contract;
 - 7.9.3. 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;
 - 7.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 7.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 7.10. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion:
 - 7.10.1. 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;
 - 7.10.2. Any information requested by the NH Department of Corrections; and

**Scope of Services
Exhibit A**

- 7.10.3. Reports and/or information requests shall be forwarded to NH Department of Corrections, Northern NH Correctional Facility Warden, or designee, 138 East Milan Road, Berlin, NH 03570.
- 7.11. Performance Evaluation: The 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.
- 7.12. Performance Measures: The NH Department of Corrections shall, at its sole discretion:
- 7.12.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
- 7.12.2. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
- a.) Not in compliance with the terms of the Contract;
 - b.) Has lost or has been notified of intention to lose their certification/licensure/permits; and
 - c.) Terminate the contract as otherwise permitted by law.
- 8. Other Contract Provisions:**
- 8.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
- 8.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
- a.) Not in compliance with the terms of the Contract; or
 - b.) As otherwise permitted by law or as stipulated within this Contract.
- 8.2. Coordination of Efforts: The Contractor shall fully coordinate his or her activities in the performance 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 NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract.
- 9. Bankruptcy or Insolvency Proceeding Notification:**
- 9.1. 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.
- 9.2. 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.
- 10. Embodiment of the Contract:**
- 10.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
- 10.1.1. Request for Proposal (RFP) and any amendments thereto;
 - 10.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 10.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.

- 10.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 10.1.3. shall govern.
- 10.3. 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 Vendor's Proposal and/or the result of a Contract.

11. Cancellation of Contract:

- 11.1. The 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.
- 11.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 11.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 11.4. 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.

12. Contractor Transition:

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

13. Audit Requirement:

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

14. Additional Items/Locations:

Upon agreement of both party's additional equipment and/or other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

15. Information:

- 15.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients, including confidential information. 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 Vendor's performance under the Contract.
- 15.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Contractor in connection with its performance under the Contract.
- 15.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Contractor shall immediately notify the NH Department of Corrections.

- 15.4. All material developed or acquired by the Contractor, due to work performed 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 NH Department of Corrections.
- 15.5. 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 the contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

16. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

17. Special Notes:

- 17.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 17.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 17.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 17.4. 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:
 - 17.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 17.4.2. Secure the Contractor's written agreement to the proposed changes.
- 17.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

SECTION C: Estimated Budget/Method of Payment, Exhibit B

1. Signature Page

The Vendor proposes to provide In-State Courier Services for the New Hampshire Department of Corrections (NHDOC) in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P/37, section 1.7 - Completion Date.


AUTHORIZED SIGNATURE


DATE

Mark E. Johnstone, President
NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” (BAFO) from vendors submitting acceptable and/or potentially acceptable proposals. The “*BEST AND FINAL OFFER*” would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

Estimated Budget/Method of Payment
Exhibit B

2. Estimated Budget, Courier Service Fee Schedule:

2.1. Service Fee Schedule Period: July 1, 2014 through June 30, 2016

Service Day	State Fiscal Year (SFY)			
	Original Contract Period SFY		Optional Renewal Contract Period SFY	
	SFY 2015	SFY 2016	SFY 2017	SFY 2018
	7/1/2014-6/30/2015	7/1/2015-6/30/2016	7/1/2016-6/30/2017	7/1/2017-6/30/2018
Monday	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91
Tuesday	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91
Wednesday	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91
Thursday	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91
Friday	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91
Weekly Totals: (add: Mon-Fri per SFY column)	\$ 750.00	\$ 772.50	\$ 795.70	\$ 819.55
Service Weeks: (service weeks per SFY)	52	52	52	52
Estimated Budget per SFY: (multiply Weekly Total row per SFY column by 52)	\$ 39,000.00	\$ 40,170.00	\$ 41,376.40	\$ 42,616.60
Total Contract Price: (add Estimated Budget Column Total for Original Contract Period SFY 2015 and 2016)			\$ 79,170.00	

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3. Method of Payment:

- 3.1. Transportation costs shall be inclusive of fuel surcharges, vehicle maintenance, registration and required vehicle insurance to be included in the fixed daily fee.
- 3.2. Daily rate for required services shall be inclusive of transportation costs and labor costs (inclusive of salary, holiday, overtime, FICA, Social Security taxes, health insurance, and any employee offered benefits) to be included in the fixed daily fee.
- 3.3. 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.
- 3.4. Invoices shall be sent to the NH Department of Corrections, Northern NH Correctional Facility Warden, 138 East Milan Road, Berlin, NH 03570, or designee, for approval. The "Bill To" address on the invoice shall be: Northern NH Correctional Facility Warden, 138 East Milan Road, Berlin, NH 03570.
- 3.5. Once approved, the original invoices shall be sent to the Department's Bureau of Financial Services for processing and issuance of payment.
- 3.6. The NH Department of Corrections may make adjustments to 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.
- 3.7. 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 be itemized by facility and contain the following information:
 - 3.7.1. Invoice date and number;
 - 3.7.2. Facility name and associated Contractor account number (if applicable) representing facility name;
 - 3.7.3. Quantity, description associated with services rendered;
 - 3.7.4. Term of service provided;
 - 3.7.5. Itemized service/product total charge per service/product type; and
 - 3.7.6. Name and address of the Contractor.
- 3.8. 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.
- 3.9. The Contractor's shall follow the State's Fiscal Year Calendar for budgeting purpose. Original Contract Period shall commence on July 1, 2014 and end on June 30, 2016.

4. Appropriation of Funding

- 4.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
 - 4.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
 - 4.1.2. The requirements stated in this paragraph shall apply to any amendment/renewal or the execution of any option to extend the Contract.

**Estimated Budget/Method of Payment
Exhibit B**

4.1.3. Account Number by State Fiscal Year:

State Fiscal Year (SFY)	Account Number	Amount
SFY 15 (July 1, 2014 – June 30, 2015)	02-46-46-468010-8250-020-500219	\$39,000.00
SFY 16 (July 1, 2015 – June 30, 2016)	02-46-46-468010-8250-102-500731	\$40,170.00
Total Estimated Contract Price:		\$79,170.00

Section D: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. To amend the Insurance provision, section 14.1.1, of the original P-37 contract by deleting "\$2,000,000.00" per occurrence and inserting in its place "\$1,000,000.00."
- 1.2. To amend the Insurance provision, section 14.3, of the original P-37 contract by changing the last sentence of the clause to: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

ADDENDUM # 1 to RFP 14-05-GFNCF

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

RFP: 14-05-GFNCF In-State Courier Services

RFP Deadline: April 18, 2014, no later than 2:00 EST

(1) Addendum Descriptor: Change/Correction/Clarification: Request for Proposal (RFP), Scope of Services, Exhibit A, Section 6, Paragraph 6.1.2., p. 18 of 28.

- Delete:** The NH State Prison for Men (NHSP-M), Concord, NH drop-off/pick-up services for medications and interdepartmental communication must be performed **after 4:00PM.**
- Insert:** The NH State Prison for Men (NHSP-M), Concord, NH pick-up/drop-off services for medications and interdepartmental communication must be performed **after 4:00PM.**

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

State of NH, Department of Corrections
Northern NH Correctional Facility

RFP 14-05-GFNCF, closing date: 4/18/2014

Vendor Initials: MF

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 JOHNSTONE ENTERPRISES, LTD. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 1, 1988. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of March, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



State of New Hampshire 2014 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2014

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 03/04/2014
Business ID: 125832
William M. Gardner
Secretary of State

JOHNSTONE ENTERPRISES, LTD.

101 Market Street, PO Box 1211
Portsmouth, NH 03802

ADDRESS OF PRINCIPAL OFFICE:

Mark E Johnstone, 760 Central Avenue
Dover, NH 03820

REGISTERED AGENT AND OFFICE:

Ahlgren, John L
101 Market Street
Portsmouth, NH 03801

ENTITY TYPE: CORPORATION
BUSINESS ID: 125832
STATE OF DOMICILE: NEW HAMPSHIRE

CARRIER AND MESSENGER SERVICE

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

- The new mailing address
 The new principal office address

PO Box is acceptable.

OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE OFFICER BELOW)

NAME Mark E. Johnstone
STREET 760 Central Avenue
CITY/STATE/ZIP Dover-NH-03820
NAME John L. Ahlgren
STREET 101 Market St
CITY/STATE/ZIP Portsmouth NH 03801
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____

A

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE DIRECTOR BELOW)

NAME Mark E. Johnstone
STREET 760 Central Avenue
CITY/STATE/ZIP Dover-NH-03820
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____

B

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

To be signed by an officer, director, or any other person authorized by the board of directors.
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here:

Mark E. Johnstone

Please print name and title of signer:

NAME

/ Director

TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL):

State of New Hampshire
Fee - Form 47 - (Corporations) 1 Page(s)

WHEN THIS FORM IS
PUBLIC DOCUMENT
REQUIRED INFORMATION



T1406455068

ALL BECOME A
C DISCLOSURE
WILL BE REJECTED

RETURN COMPLETED REPORT AND PAYMENT TO:
New Hampshire Department of State, Annual Reports, 107 N. Main St., Room 204, Concord, NH 03301

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 GRANITE STATE SHUTTLE SERVICE is a New Hampshire trade name registered on January 2, 1990 and that JOHNSTONE ENTERPRISES, LTD. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



State of New Hampshire
Department of State
 Corporations Division
 107 North Main Street
 Concord, N.H. 03301-4989
 603-271-3244

Filed
 Date Filed: 07/30/2009
 Effective Date: 01/02/2010
 Business ID: 131427
 William M. Gardner
 Secretary of State

APPLICATION FOR RENEWAL OF TRADE NAME
First Notice

GRANITE STATE SHUTTLE SERVICE
 7C MILL RD PLAZA
 DURHAM, NH 03824

Business ID #: 131427
 Expiration Date: 01/02/2010
 Filing Fee: \$ 50.00

RETURNED BY P.O.

Check here if business address has changed and indicate change below.

760 Central Ave Dover NH 03820
 # Street / PO BOX City / Town State Zip

Check here if mailing address has changed and indicate change below.

760 Central Ave Dover NH 03820
 # Street / PO BOX City / Town State Zip

The following registrant(s) is / are doing business under the above listed Trade Name.
You must contact this office if there is a change in Registrants:

Registered By	No. & Street	City / Town	State	Zip
<input checked="" type="checkbox"/> JOHNSTONE	% Mark E Johnstone	Dover	NH	03820
<input checked="" type="checkbox"/> ENTERPRISES, LTD.	760 Central Avenue			

Check here if registrant address has changed and indicate change below.

 Registrant new address # Street / PO BOX City / Town State Zip

Nature of Business: COURIER, MESSENGER SERVICE

Signed: (Must be signed by all listed Registrants. Note business entities must include title for authorized person signing.)

Mark E Johnstone - President

Disclaimer: All documents filed with the Corporate Division become public records and will be available for public inspection in either tangible or electronic form.

State of New Hampshire
 Form TN 3 - Application for Reregistration of Trade Name 1 Page(s)



T0921235022

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, John L. Ahlgren, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of Johnstone Enterprises, LTD DBA Granite State Shuttle Service
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 3/31/14.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of
COACH services.

RESOLVED: That the President Mark E Johnstone
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 3/31/14 and.
(Date Contract Signed)

4. Mark E Johnstone (is/are) the duly elected President
(Name of Contact Signatory) (Title of Contract Signatory)

of the Corporation.

[Signature]
(Signature of the Clerk of the Corporation)

STATE OF New Hampshire
County of Rockingham

The foregoing instrument was acknowledged before me this 31st day of
March, 2014, by John L. Ahlgren, Esq..
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)

Paul R Pudloski
Notary Public / ~~Justice of the Peace~~

Commission Expires: October 6, 2015

PAUL R. PUDLOSKI, Notary Public
My Commission Expires October 6, 2015

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, John L. Angren, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

- I am a duly elected Clerk of Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service.
(The Corporation)
- The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 31, 2014.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of In-State Courier Services.

RESOLVED: That the President
(Title of one who signed the contract)
is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

- The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of Aug. 8, 2014 as they were at the time of the original contract
(Today's Date)
signature date of March 31, 2014.
(Date Contract Signed)

- Mark E. Johnstone (is/are) the duly elected
(Name of Contact Signatory)
President of the Corporation.
(Title of Contract Signatory)

of the Corporation.

[Signature]
(Signature of the Clerk of the Corporation)

STATE OF New Hampshire

COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 8th day of August, 2014, by John L. Angren.
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)

[Signature]
Notary Public / Justice of the Peace

Commission Expires: 9/9/2014



NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

CERTIFICATE OF INSURANCE

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.

This is to certify that: Johnstone Ent LTD dba Granite State Shuttle Service
760 Central Avenue
Dover NH 03820

Is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all thier terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP. DATE		POLICY NUMBER	LIMIT OF LIABILITY
	Continuous*			
	Extended			
	Policy Term			
WORKERS COMPENSATION	01/01/2014-01/01/2015		WC 000678	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: NH
				EMPLOYERS LIABILITY Bodily Injury By Accident 500,000 Each Accident Bodily Injury by Disease 500,000 State Policy Limit Bodily Injury by Disease 500,000 Each Person
OTHER				

ADDITIONAL COMMENTS:

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH DEPARTMENT OF CORRECTIONS

PO BOX 1806

CONCORD NH 03302

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

Authorized Representative

Concord, NH

603-224-7337

April 3, 2014

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

Comprehensive General Liability Insurance Acknowledgement Form

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

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

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

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

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

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

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

\$ 2M Per Claim \$ 1M Per Incident/Occurrence \$ 2M General Aggregate
Matt [Signature] President 4/16/14
Signature & Title Date

This acknowledgement must be returned with your proposal.



Granite State Shuttle Service
760 Central Avenue
Dover, NH 03820
1-800-633-9222

April 18, 2014

NH Department of Corrections
Attn: Contract Administrator
PO Box 1806
Concord, NH 03302-1806

Re: Non-Disclosure of Right to Know

To whom it may concern,

As stated under RSA 91-A: 5, IV, we are requesting that the financial portion of our In-State Courier Services bid, NHDOC RFP 14-05-GFNCF be kept private and not posted publicly.

Best Regards,

A handwritten signature in black ink, appearing to read 'Mark E. Johnstone', written in a cursive style.

Mark E. Johnstone
President

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
- i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
- j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Mark E Johnson
Name

Mal J
Signature

4/16/14
Date

Nichelle Kirchofer
Witness Name

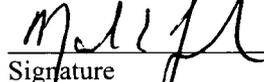
Nichelle Kirchofer
Signature

4/16/14
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 in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Mark E Johnstone
Name


Signature

4/16/14
Date

Michelle Kirchofer
Witness Name


Signature

4/16/14
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 our organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

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

Mark E Johnston
Name

[Signature]
Signature

4/10/14
Date

Michelle Kirchofer
Witness Name

Michelle Kirchofer
Signature

4-10-14
Date



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

**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

**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 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 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 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 633-A:2 and 633-A:3, 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 633-A:2, RSA 633-A:3 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): Mark E Johnson Date: 4/16/14
(Name of Contract Signatory)

Signature: [Handwritten Signature]
(Signature of Contract Signatory)

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

William L. Wrenn
Signature of Authorized Representative

for William L. Wrenn
Authorized DOC Representative Name

Acting Commissioner
Authorized DOC Representative Title

Date

Johnstone Enterprises LTD. D/B/A Granite State Shuttle Service
Contractor Name

Mark E. Johnstone
Contractor Representative Signature

Mark E. Johnstone
Authorized Contractor Representative Name

President
Authorized Contractor Representative Title

4/16/14
Date