

47 MLC



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

Helen E. Hanks
 Commissioner

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

Robin H. Maddaus
 Director

April 10, 2019

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

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections (NHDOC) to enter into a two-year contract renewal option, Amendment Agreement #1, to PO# 1059283, with m5 Marketing Communications, Inc. (VC # 230888), 707 Chestnut Street, Manchester, NH 03104, to increase the contract amount by \$356,488.00 from \$324,080.00 to \$680,568.00, for the provision of Media and Advertising Services for Recruitment services, for the period beginning July 1, 2019 through June 30, 2021, effective upon Governor and Executive Council approval. The original contract, Agreement 2017-45, was approved on November 8, 2017, Item #45. 100% General Funds

Funding is available in the following account, *Human Resources*: 02-46-46-460010-8301-102-500733 as follows with the authority to adjust encumbrances in each State Fiscal Year through the Budget Office if necessary and justified. Funding for SFY 2020 and SFY 2021 is contingent upon the availability and continued appropriation of funds.

Original Contract, Agreement: m5 Marketing Communications, Inc.

Account	Description	SFY 18-19	SFY 20	SFY 21	Total
02-46-46-462510-5929-102-500733	Contract for Program Services	14,500.00	-	-	14,500.00
02-46-46-463510-3373-102-500733	Contract for Program Services	110,500.00	-	-	110,500.00
02-46-46-463510-3374-102-500733	Contract for Program Services	150,191.00	-	-	150,191.00
02-46-46-464010-8302-102-500733	Contract for Program Services	21,980.00	-	-	21,980.00
02-46-46-465010-8234-102-500733	Contract for Program Services	23,229.00	-	-	23,229.00
02-46-46-469010-8232-102-500733	Contract for Program Services	3,680.00	-	-	3,680.00

Amendment Agreement #1

Account	Description	SFY 18-19	SFY 20	SFY 21	Total
02-46-46-460010-8301-102-500733	Contract for Program Services	-	185,400.00	171,088.00	356,488.00

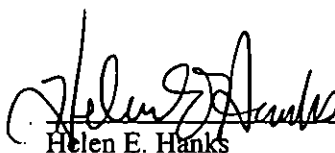
Total Contract Amount		324,080.00	185,400.00	171,088.00	\$ 680,568.00
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EXPLANATION

This contract is for the continued provision of media and advertising services for recruitment to enhance efforts to fill vacancies, primarily corrections officers, within the Department of Corrections (DOC). The social media marketing campaign developed and implemented by m5 Marketing Communications, Inc., has significantly increased the number of inquiries about corrections officer career opportunities. While the State is experiencing a low unemployment rate we have been able to continue to hire into our vacant corrections officer positions. Due to successful results, the DOC is requesting to continue to partner with m5 Marketing Communications to provide ongoing strategies to maximize recruitment efforts. The DOC will continue to focus on targeting audiences for a career path in law enforcement as corrections officers but will also expand to include other positions within the DOC where persistent vacancies exist. Positions which have been difficult to recruit include nurses, licensed clinicians, maintenance technicians with certifications and chefs. We will expand the social media marketing campaign to provide additional exposure of the various career opportunities within the agency to ensure continued recruitment goals are reached.

Amendment #1 shall modify the Agreement's completion date and price limitation of the original contract, Agreement.

Respectfully Submitted,

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

Helen E. Hanks
Commissioner



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

**Helen E. Hanks
Commissioner**

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

**Robin H. Maddaus
Director**

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

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), and M5 MARKETING COMMUNICATIONS, INC. ("Contractor"), a New Hampshire Corporation with a place of business at 707 Chestnut Street, Manchester, NH 03104.

WHEREAS, pursuant to a Contract ("Agreement 2017-45") approved by the Governor and Executive Council on November 8, 2017, Item #45, with services to commence on November 8, 2017, the Contractor agreed to perform Media and Advertising Services based upon the terms and conditions specified in the Agreement as amended and in consideration of certain sums specified; and

WHEREAS, the State and Contractor have agreed to make changes to the completion date, price limitation, scope of services (Exhibit A), Estimated Budget/Method of Payment (Exhibit B), and special provisions (Exhibit C) of the Agreement; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement and Exhibit A, Paragraph 2, the State may renew the Agreement for one (1) additional period of up to two (2) years only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council; and

WHEREAS, the parties agree to extend the Agreement for an additional two (2) years and to increase the price limitation of the Contract; and

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

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: "June 30, 2021";
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: "\$680,568.00" a total increase of \$356,488.00;
3. Scope of Services, Exhibit A, Section 2., Terms of Contract, of original Agreement, by adding:

"A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire through June 30, 2019, with an

option to renew for an 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.”

and inserting in its place:

“Amendment #1 exercises the renewal option for an additional period of up to two (2) years and shall commence on July 1, 2019 for the period of July 1, 2019 through June 30, 2021 with the approval of the Commissioner of the NH Department of Corrections (NHDOC) and upon Governor and Executive Council (G&C) approval.”;

4. Delete “Initialed Exhibit B – Estimated Budget/Method of Payment, Request for Proposal, Page 65.”

and inserting in its place:

“Initialed Exhibit B – Estimated Budget/Method of Payment, Request for Proposal A-1, Page 65A.”;

5. Delete “Initialed Exhibit B – Estimated Budget/Method of Payment (continued), Request for Proposal, Page 66” in its entirety.;
6. Delete “Estimated Budget/Method of Payment, Exhibit B, Section 3., Method of Payment, subparagraph 3.4.2” in its entirety.;
7. Estimated Budget/Method of Payment, Exhibit B, Section 3., Method of Payment, paragraph 3.5, by deleting:

“The Contractor shall submit to the NH Department of Corrections any invoices for paid media advertising or campaigns in a timely manner. Affidavits and tear sheets shall accompany any final billing.”

and inserting in its place:

“The Contractor shall submit to the NH Department of Corrections any invoices for paid media advertising or campaigns in a timely manner. Media Spend Reports shall accompany any final billing.”;

8. Delete “Special Provisions, Exhibit C, Section 1., Special Provisions, Paragraph 1.1., page 33 of 34”

and inserting in its place:

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

9. That all other provisions of the Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 1 TO: Media and Advertising Services Agreement 2017-45.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: [Signature]
Name: Helen E. Harks
Title: Commissioner
Date: 4/12/19

M5 MARKETING COMMUNICATIONS, INC.

By: [Signature]
Name: Jason Knights
Title: Account Director
Date: 3/4/2019

STATE OF NH

COUNTY OF Hillsborough

On this 4 day of March 20 19, before me, Sandra Hill, the undersigned officer, personally appeared Jason Knights, known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace



My Commission Expires: 11/14/2023

[Signature]
Approval by N.H. Attorney General
(Form, Substance and Execution)

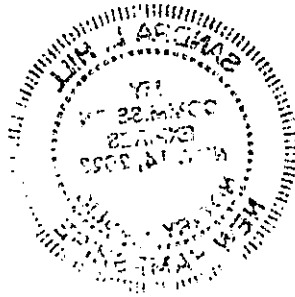
4/26/2019
Date

Approved by the N.H. Governor and Executive Council

Date

9. That all other provisions of the Agreement shall remain in full force and effect.

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SIGNATURE PAGE FOLLOWS.



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INITIALED EXHIBIT B – Estimated Budget/Method of Payment

1. Notes to financials:

- The payment schedule below, Table 1 & 2, represents the fixed monthly professional fee structure, annual performance measure payment and advertising costs (media buy).
- For all work outside the fixed monthly professional fee payment, the State will be provided a detailed work estimate for each project that will need to be approved and signed off by the State, prior to any work commencing. This includes advertising costs for any media buy and/or services, display ads, video production and photography.
- Table 1 payment schedule is based on the State's 2020 fiscal year (July 1, 2019 – June 30, 2020).
- Table 2 payment schedule is based on the State's 2021 fiscal year (July 1, 2020 – June 30, 2021).

Table 1. SFY 2020 Payment Schedule						
Fixed Monthly Advertising Professional Fee (to include website development)						
July 2019	Aug 2019	Sept 2019	Oct 2019	Nov 2019	Dec 2019	Total
\$9,616.66	\$9,616.66	\$9,616.66	\$9,616.66	\$9,616.66	\$9,616.66	\$57,700.00
Jan 2020	Feb 2020	March 2020	April 2020	May 2020	June 2020	
\$9,616.66	\$9,616.66	\$9,616.66	\$9,616.66	\$9,616.66	\$9,616.66	\$57,700.00
Media to include video production & photography						\$70,000.00
Total Advertising Professional Fee and Media						\$185,400.00

Table 2. SFY 2021 Payment Schedule						
Fixed Monthly Advertising Professional Fee (to include website development)						
July 2020	Aug 2020	Sept 2020	Oct 2020	Nov 2020	Dec 2020	Total
\$8,424.00	\$8,424.00	\$8,424.00	\$8,424.00	\$8,424.00	\$8,424.00	\$50,544.00
Jan 2021	Feb 2021	March 2021	April 2021	May 2021	June 2021	
\$8,424.00	\$8,424.00	\$8,424.00	\$8,424.00	\$8,424.00	\$8,424.00	\$50,544.00
Media to include video production & photography						\$70,000.00
Total Advertising Professional Fee and Media						\$171,088.00

- Payment terms are thirty (30) days from an approved invoice by the NH Department of Corrections.

State of New Hampshire

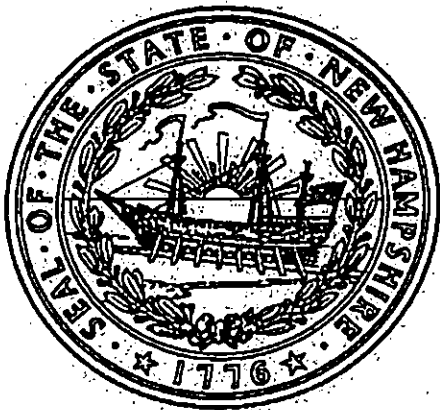
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MS MARKETING COMMUNICATIONS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 26, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 147643

Certificate Number : 0004377194

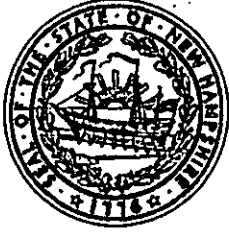


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of January A.D. 2019.

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

William M. Gardner
Secretary of State



State of New Hampshire

Department of State

2019 ANNUAL REPORT

Filed
Date Filed: 1/2/2019
Effective Date: 1/2/2019
Business ID: 147643
William M. Gardner
Secretary of State

BUSINESS NAME: M5 MARKETING COMMUNICATIONS, INC.
BUSINESS TYPE: Domestic Profit Corporation
BUSINESS ID: 147643
STATE OF INCORPORATION: New Hampshire

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
707 CHESTNUT STREET MANCHESTER, NH, 03104, USA	707 CHESTNUT STREET MANCHESTER, NH, 03104, USA

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT: National Registered Agents, Inc. (233324)	
REGISTERED AGENT OFFICE ADDRESS: 2 1/2 Beacon Street Concord, NH, 03301 - 4447, USA	

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / OPERATE AN ADVERTISING AGENCY	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Susan Clarke	707 Chestnut Street, Manchester, NH, 03104, USA	President
Christopher MacInnes	707 Chestnut Street, Manchester, NH, 03104, USA	Chairman of the Board of Directors
Gary Harris	707 Chestnut Street, Manchester, NH, 03104, USA	Chief Financial Officer

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

Title: **Chief Financial Officer**

Signature: **Gary Harris**

Name of Signer: **Gary Harris**

Certificate of Authority # 1

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

Corporate Resolution

I, Susan Clarke, hereby certify that I am duly elected ~~Clerk/Secretary~~ President of
(Name)

M5 Marketing Communications, Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 28, 2019
(Month) (Day) (Year)

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jason Knights, Account Director is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of M5 Marketing Communications, Inc. with
(Name of Corporation or LLC)

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

I hereby certify that said vote on February 28, 2019 has not been amended or repealed and remains in full force and effect as of the date of the contract was signed on March 4, 2019 to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: April 8, 2019

ATTEST: Susan Clarke
(Name and Title)

President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2019

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>MMG Ins Co</td> <td>15997</td> </tr> <tr> <td>INSURER B:</td> <td>MEMIC Indemnity Company</td> <td>11030</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	MMG Ins Co	15997	INSURER B:	MEMIC Indemnity Company	11030	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED M5 MARKETING COMMUNICATION INC 707 CHESTNUT ST MANCHESTER NH 03104-3010																					

COVERAGES **CERTIFICATE NUMBER:** 18-19 All lines **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BP12029167	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>		BP12029167	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		KU12029167	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A <input checked="" type="checkbox"/> N		3102803453 (3a.) NH	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

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

NH Department of Corrections is included as additional insured with respects to the CGL as per written contract with the above named insured.

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Corrections P.O. Box, 1806 Concord NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

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

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

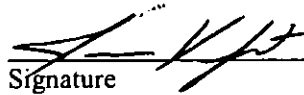
COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...

Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Jason Knights
Name


Signature

3/4/2019
Date

Joseph Burke
Witness Name


Signature

3/4/2019
Date

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

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

Jason Knights

Name


Signature

3/4/2019
Date

Joseph Burke

Witness Name


Signature

3/4/2019
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

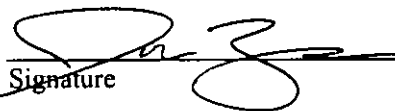
Any violation of the above may result in immediate termination of any and all contractual obligations.

Jason Knights
Name


Signature

3/4/2019
Date

Joseph Burke
Witness Name


Signature

3/4/2019
Date



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

Helen E. Hanks
Commissioner

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

Robin H. Maddaus
Director

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

**PRISON RAPE ELIMINATION ACT
ACKNOWLEDGEMENT FORM**

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

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

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

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

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

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Jason Knights Date: 3/4/2019
(Name of Contract Signatory)

Signature: 
(Signature of Contract Signatory)

7/24



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

Robin H. Maddaus
Director

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G & C

Pending _____

Approved NOV. 8, 2017

Item # #45

October 24, 2017

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

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a contract with m5 Marketing Communications, Inc. (VC # 230888), 707 Chestnut Street, Manchester, NH 03104, in the amount of \$324,080.00, to provide Media and Advertising Services for Recruitment services for the NH Department of Corrections effective upon Governor and Executive Council approval through June 30, 2019 with the option to renew for an additional period of up to two (2) year(s). 100% General Funds

Funding for this contract is available in the following accounts with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2018 and SFY 2019 is contingent upon the availability and continued appropriation of funds.

m5 Marketing Communication, Inc.

Account	Description	SFY 2018	SFY 2019
02-46-46-462510-5929-102-500733	Contract for Program Services	7,250	7,250
02-46-46-463510-3373-102-500733	Contract for Program Services	67,500	43,000
02-46-46-463510-3374-102-500733	Contract for Program Services	88,016	62,175
02-46-46-464010-8302-102-500733	Contract for Program Services	10,990	10,990
02-46-46-465010-8234-102-500733	Contract for Program Services	23,229	-
02-46-46-469010-8232-102-500733	Contract for Program Services	1,840	1,840
Total by State Fiscal Year		\$ 198,825.00	\$ 125,255.00

Total Contract Amount:	\$ 324,080.00
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EXPLANATION

This contract is for media and advertising services for recruitment to enhance efforts to fill vacancies, primarily corrections officers, within the Department of Corrections. Due to low unemployment and need to hire additional staff for the new women's facility, the Department is partnering with m5 Marketing Communications, Inc. to provide a marketing team dedicated to developing a strategic plan to maximize

recruitment efforts. An optimal mix of media will be used to inform and engage target audiences in career options with the Department. The media used will be monitored and measured for impact and, if necessary, modified to ensure recruitment goals are reached. As an indication of m5's confidence in achieving results, a portion of the compensation will be based on the successful attainment of hiring goals.

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for eight (8) consecutive weeks and notified four (4) potential vendors of the RFP posting. As a result of the issuance of the RFP, three (3) potential vendors responded by submitting their proposal. In accordance to the Terms and Conditions of the RFP, the New Hampshire Department of Corrections awarded the contract to m5 Marketing Communications, Inc., in the amount of \$324,080.00. This RFP was scored utilizing a consensus methodology by a five (5) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Helen Hanks, Assistant Commissioner, Robin Maddaus, Director of Administration, Warden Joanne Fortier, Warden of the NH Correctional Facility for Women (NHCF-W), Ella Fredette, Human Resources Administrator and Jennifer Lind, Contract/Grant Administrator.

Respectfully Submitted,



William L. Wrenn
Commissioner



STATE OF NEW HAMPSHIRE
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DIVISION OF ADMINISTRATION

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William L. Wrenn
Commissioner

Robin H. Maddaus
Director

RFP Bid Evaluation and Summary
Media and Advertising Services for Recruitment
NHDOC 18-01-GFCOM

Proposal Receipt and Review:

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

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondents to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Budget Approach/Cost Effectiveness – 200 points
 - b. Overall Experience of Company/Staff and Demonstrated Results – 200 points
 - c. Effective Strategic Plan to Increase Staffing – 200 points
 - d. Creativity – 200 points
 - e. Financial Stability – 50 points
 - f. Qualitative References – 150 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 32 of NHDOC 18-01-GFCOM Media and Advertising Services for Recruitment RFP.
 - a. The contract will be awarded to the Bidder submitting a response based on the demonstrated capabilities and skills in relation to the needs of the services identified in the RFP without reducing the current functions of the Department and as long as the Vendor's Budget Approach/Cost Effectiveness, Overall Experience of Company/Staff and Demonstrated Results, Effective Strategic Plan to Increase Staffing, Creativity, Financial Stability and Qualitative References are acceptable to the Department.

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

Evaluation Team Members:

- Helen Hanks, MM, Assistant Commissioner, NH Department of Corrections
- Robin H. Maddaus, Director of Administration, NH Department of Corrections
- Warden Joanne Fortier, NH Correctional Facility for Women (NHCF-W), NH Department of Corrections
- Ella Fredette, Human Resources Administrator, NH Department of Corrections
- Jennifer Lind, MBA, CMA, Contract/Grant Administrator, NH Department of Corrections



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William L. Wrenn
Commissioner

Robin H. Maddaus
Director

RFP Scoring Matrix
Media and Advertising Services for Recruitment
NHDOC 18-01-GFCOM

Respondents:

- Millennium Integrated Marketing, LLC d/b/a
Millennium Agency
150 Dow Street, 3rd Floor
Manchester, NH 03101
- m5 Marketing Communications, Inc.
707 Chestnut Street
Manchester, NH 03104
- On Advertising
101 N. 1st Avenue
Suite 2000
Phoenix, AZ 85003

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
 1. Budget Approach/Cost Effectiveness – 200 points
 2. Overall Experience of Company/Staff and Demonstrated Results – 200 points
 3. Effective Strategic Plan to Increase Staffing – 200 points
 4. Creativity – 200 points
 5. Financial Stability – 50 points
 6. Qualitative References – 150 points

NHDOC 18-01-GFCOM RFP Scoring Matrix				
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>m5 Marketing Communications, Inc.</i>	<i>Millennium Integrated Marketing, LLC</i>	<i>On Advertising</i>
Budget Approach/Cost Effectiveness	200	200	200	200
Overall Experience of Company/Staff and Demonstrated Results	200	175	150	150
Effective Strategic Plan to Increase Staffing	200	200	175	100
Creativity	200	200	200	100
Financial Stability	50	50	50	50
Qualitative References	150	150	150	150
Total	1000	975	925	750

Contract Award:

- m5 Marketing Communications, Inc.
707 Chestnut Street
Manchester, NH 03104

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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
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603-271-6610 FAX: 1-888-908-6609
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www.nh.gov/doc

William L. Wrenn
Commissioner

Robin H. Maddaus
Director

**RFP Evaluation Committee Member Qualifications
Media and Advertising Services for Recruitment
NHDOC 18-01-GFCOM**

Helen Hanks, MM, Assistant Commissioner:

Mrs. Hanks has served as the Assistant Commissioner since October 1, 2014. She has experience in writing, reviewing and scoring bidder responses to proposals for a diverse set of service requests. Her position oversees the delivery of business information and technology across the Department as well as the healthcare and behavioral health services treatment. Prior to her appointment to Assistant Commissioner, she was the Director of the Medical & Forensic Services Division starting in 2011. Mrs. Hanks has made her career specific to the area of mental health and health care delivery since 1998 working with community mental health centers and Managed Behavioral Care organizations prior to her employment at the NH Department of Corrections. She has broad and specific knowledge of the correctional health system and behavioral health system, managing a specially trained correctional staff, the Laaman consent decree and Holliday Court Order, and the special needs of seriously mentally ill patients housed in the SPU, RTU and prison environments. Mrs. Hanks has a Bachelor of Science in Psychology from Plymouth State College with a Pre-Law minor and a Master of Management in Healthcare from Brandeis University.

Robin H. Maddaus, Director of Administration:

Mrs. Maddaus has served as the Director of Administration since July 13, 2016. She is responsible for the Bureau of Financial Services, the Bureau of Facility Logistical Services and Correctional Industries within the Department. Prior to her appointment, she was the Financial Analyst for the Division of Financial Services. From 2009-2011, as the Business Administrator III with the Division of Travel and Tourism at the Department of Resources and Economic Development, she was responsible for the development and management of request for proposal processing and contracts. The contracts she managed included advertising and marketing services. Mrs. Maddaus has a Bachelor of Arts degree in Business Administration from Rutgers College, New Brunswick, New Jersey. She also served in the New Jersey National Guard and the U.S. Army Reserves attaining the rank of Captain.

Warden Joanne Fortier, NH Correctional Facility for Women (NHCF-W):

Mrs. Fortier has served as the Warden of the New Hampshire Correctional facility for Women since 2007. She is responsible for the security and daily operations of the facility. Mrs. Fortier has worked for the NH Department of Corrections for thirty two years. She began her career as a corrections officer at the NH State Prison for Men. She served as a Probation Parole Officer, Chief Probation Parole Officer, Assistant Director of Field Services, Acting Director of Field Services and Director of Community Corrections before transitioning to the NHCFW. She has a bachelor's Degree in Criminal Justice from the University of New Hampshire. She has experience evaluating and scoring bidder proposals submitted to the NHDOC.

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Ella Fredette, Human Resources Administrator:

Mrs. Fredette has served as the Human Resources Administrator since June of 2015. Her position oversees the delivery of all aspects of Human Resources for the NH Department of Corrections. Human Resources serves the needs of all employees from beginning to the end of an employment relationship including areas of payroll, benefits, labor management, leave and required absences, Fair Labor Standard Act, along with any laws and guidelines required of an employer. In addition, as the Human Resources Administrative she is a direct support to the Commissioner of the Department of Corrections in applying rules and law to any employment situation. Prior to her promotion to the Human Resources Administrator, Mrs. Fredette worked as the Human Resources Coordinator directly assisting the prior Administrator in the Bureau's needs and responsibilities. She has worked in the field of Corrections since 1989 with a short break working in private sector as an HR Manager, and has worked specifically in Human Resources for over 17 years.

Jennifer Lind, MBA, CMA, Contract/Grant Administrator:

Ms. Lind has served as the Contract and Grant Administrator since 2010. Ms. Lind is responsible for the development of the Department's request for proposals (RFPs), contracts and grants management. Ms. Lind's current responsibilities include all aspects of the RFP delivery from project management, data collection, drafting and cross function collaboration; procurement functions and management of the Department's medical, programmatic and maintenance contracts and provides managerial oversight to the Grant Division for the Department. Prior to Ms. Lind's promotion to the Contract/Grant Administrator, she held the Program Specialist IV, Contract Specialist position and the Grant Program Coordinator position of the Department. Prior to her employment with the Department, Ms. Lind held the position of Assistant Grants Administrator at the Community College System of New Hampshire for ten years. Ms. Lind received her Bachelors of Science in Accounting from Franklin Pierce College and a Masters of Management with a Healthcare Administration concentration from New England College. Ms. Lind has supplemented her education from prior experience in the pre-hospital care setting and has maintained her Certified Medical Assistant license since 1998.



STATE OF NEW HAMPSHIRE
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William L. Wrenn
Commissioner

Robin H. Maddaus
Director

Bidders List
Media and Advertising Services for Recruitment
NHDOC 18-01-GFCOM

Advertising Recruitment Specialists

Debbie Strobel
(p) 201-652-8062
(f) 201-652-4096
(e) debbie@adrecruiters.com
(w) www.adrecruiters.com

Howard-Sloan-Koller Group

300 East 42nd Street
15th Floor
New York, NY 10017
(p) 212-661-5250
(e) ksp@kollersearch.com
(w) www.kollersearch.com

Melinda Holm & Associates

Forest Park Office (Main)
7630 Madison Street
Forest Park, IL 60130
(p) 708-488-9701
(f) 708-488-9702
(e) info@melindaholm.com
(w) www.melindaholm.com

Millennium Integrated Marketing, LLC d/b/a

Millennium Agency
150 Dow Street, 3rd Floor
Manchester, NH 03101
Linda A. Fanaras
President
(p) 603-792-2200
(f) 603-792-2201
(e) lfanaras@mill-im.com
(w) www.mill-im.com

m5 Marketing Communications, Inc.

Colleen Cowette
Vice President, New Hampshire
707 Chestnut Street
Manchester, NH 03104
(p) 603-627-9600
(e) colleen@m5nh.com
(w) www.m5nh.com

ON Advertising

101 N. 1st Avenue
Suite 2000
Phoenix, AZ 85003
Ron Meritt
President
(p) 480-705-6623
(o) 480-705-6623 ext 1002
(e) rmeritt@on-advertising.com
(w) www.on-advertising.com

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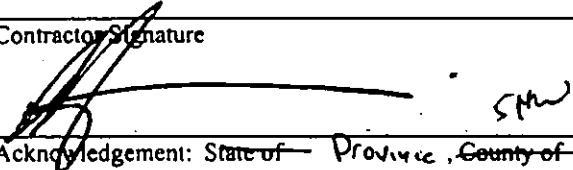
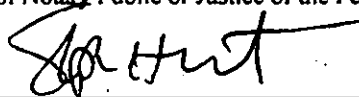



Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

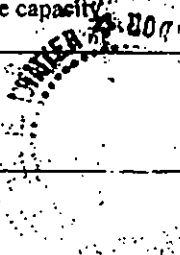
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806 Concord, NH 03302	
1.3 Contractor Name m5 Marketing Communications, Inc.		1.4 Contractor Address 707 Chestnut Street Manchester, NH 03104	
1.5 Contractor Phone Number (603) 627-9600	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$324,080.00
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 Derek Langdon, Vice President, Director <i>COO</i>	
1.13 Acknowledgement: State of Province , County of of <i>New Hampshire + Concord</i> On <i>October 20th, 2017</i> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Stephen Holly Winter, Notary Public (NH)</i>			
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) (if applicable) By:  On: <i>10/24/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  DEPUTY SECRETARY OF STATE			



NOV 08 2017

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

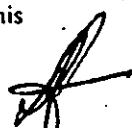
7. PERSONNEL.

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

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

Contractor Initials

Date


October 20, 2011

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

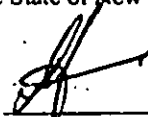
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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

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

Contractor Initials

Date


October 20, 2011

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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


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

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

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

Contractor Initials

Date


October 20, 2017

SECTION D: Scope of Services, Exhibit A

1. Purpose:

The purpose of the this request for proposal is to seek proposals from experienced Contractors to provide consulting, creative approaches, and services to develop public relations and media advertising initiatives across multiple digital and other platforms in order to recruit and increase the number of diverse qualified applicants for correctional positions, specifically correctional officers, to be employed by the NH Department of Corrections (NHDOC) in order to reduce our vacancy rate whereby we would retain qualified staff to operate our correctional facilities.

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 upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire through June 30, 2019, with an option to renew for an 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. Locations:

Employment opportunities for the NH Department of Corrections agency facilities: Northern NH Correctional Facility, Berlin, NH; NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU), Residential Treatment Unit (RTU), Concord, NH and NH Correctional Facility for Women (NHCF-W), Goffstown, NH; Community Corrections: Shea Farm, North End House, Corrections Transitional Work Center (CTWC), Concord, NH and Calumet House, Manchester, NH; and Division of Field Services: District Offices.³

4. General Service Provisions:

4.1. Services Requested: The NH Department of Corrections is in need of multi-media advertising and marketing services to enhance the recruitment of qualified applicants to engage in a career as a Corrections Officer. The uniformed officer vacancy rate averages fifteen percent (15%). In addition, the NH Department of Corrections is nearing completion of a larger women's facility with the need for additional staff. The purpose of the services requested in this RFP is to reduce our average vacancy rate and hire additional staff necessary to the new facility. Approximately 100-130 uniformed staff is needed to be hired through June 30, 2018.

4.2. Target Audience: Candidates must be at least nineteen (19) years of age and must successfully participate in a public safety examination to determine eligibility to work in a correctional environment. Candidates must also pass a job-related physical agility test based on Cooper Institute of Aerobics Research Standards. Candidates receiving conditional offers of employment must pass background checks, a prescribed medical examination, polygraph examination and drug testing. Selected candidates shall be required to graduate from a nine (9) week Corrections Academy.

4.3. Contractor Requirements:

4.3.1. The Contractor's staff shall be available for meetings at the NH Department of Correction's office at the Department's discretion.

³ The Department is currently building a new NH Correctional Facility for Women behind the existing NH State Prison for Men's facility in Concord, NH; services will be transitioned to the new facility once opened by the Department.

Scope of Services
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- 4.3.3. The Contractor shall make no commitments on behalf of the NH Department of Correction without prior written approval.
- 4.3.4. The Contractor shall make recommendations regarding ways to generate cost savings wherever possible.
- 4.3.5. The Contractor shall be able to transfer documents, creative artwork and files electronically using a mutually agreed upon format (e.g., PDF).
- 4.3.6. The Contractor must manage the NH Department of Correction's account in a business-like manner, consistent with the NH Department of Correction's needs, and conform to the highest possible industry and quality standards. This includes, but is not limited to, adequate staffing to provide effective cost tracking and detailed invoicing as required by the NH Department of Corrections.
- 4.3.7. The Contractor shall identify for the NH Department of Corrections the staff member serving as Point of Contact.
- 4.3.8. The Contractor shall advise NH Department of Correction of emerging technologies and provide NH Department of Corrections with services using emerging technologies as appropriate.
- 4.3.9. The Contractor may be requested to work in collaboration with other State Agencies that support the NH Department of Corrections (e.g. State of NH, Department of Administrative Services (DAS), Division of Personnel) to produce successful marketing campaigns. In such instances, Contractor(s) would be expected to share necessary information and reporting, perform in a business-like manner, etc.
- 4.3.10. All Information Technology (IT) related services provided by the Contractor, which will be deployed for the benefit of the public or the State, must adhere at a minimum to statewide standards as developed by the State of NH Department of Information Technology (DoIT). These standards can be found at: <https://www.nh.gov/doi/>.
- 4.4. Contractor Performance Functions: Service requirements under this contract may include, but are not limited to, the following:
- 4.4.1. Plan and Budget
The NH Department of Corrections expects the Contractor to develop a cost-effective plan that is responsive to the NH Department of Corrections recruitment and marketing needs.
- 4.4.2. Marketing Campaign
The Contractor shall develop a recruitment and marketing campaign and corresponding budget in a time frame set by the NH Department of Corrections.
- i. The recruitment and marketing campaign and budget shall be submitted to the NH Department of Corrections for approval. The plan shall be reviewed at the time frame established by the NH Department of Corrections and revised as desired by the NH Department of Corrections
 - ii. The recruitment and marketing campaign shall detail all campaigns planned during the contract cycle with timelines on expectations to hit the hiring goals established.
 - iii. The recruitment and marketing campaign shall provide a breakdown of proposed spending by media type and any proposed production costs.
- 4.5. Staffing: The Contractor shall provide sufficient staff to meet the Scope of Work and respond to the required needs of the NH Department of Corrections. The Contractor staff shall conduct status meetings with the Department and provide reports on projects in process at time frames determined in conjunction with the NH Department of Corrections. Contractor

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staff shall advise on most effective placements and approaches to maximize desirable outcomes using limited funds.

- 4.6. Market Research and Program Effectiveness: The Contractor shall recommend, design, implement, and analyze market research opportunities and results—utilizing research to develop strategies for marketing the opportunities for employment with the NH Department of Corrections that have proven success.
- 4.6.1. The Contractor will manage data to determine campaign or program effectiveness and gauge changes in the recruitment and marketing strategies. Review of Effectiveness to be provided by the Contractor may include, but are not limited to, monthly tracking studies, media research, and advertising concept testing.
- 4.6.2. The NH Department of Corrections will take ownership of all research results, materials, and databases generated by the Contractor on behalf of the NH Department of Corrections.
- 4.7. Creative: Under the direction of the NH Department of Corrections, the Contractor shall be responsible for the creation of effective advertising materials including, but not limited to, radio, television, print, digital, direct, internet, mobile, cinema, social media, outdoor and non-traditional or other forms as applicable.
- 4.7.1. The Contractor shall develop multimedia recruitment campaigns to increase the number of diversified and qualified applicants for positions with the NH Department of Corrections.
- 4.8. Media Services: The Contractor shall be responsible for developing and updating recruitment and marketing plans, for negotiating and placing NH Department of Corrections materials effectively and efficiently, and for verifying actual placement as required by the Department.
- 4.8.1. If requested by the NH Department of Corrections, the Contractor shall develop a plan that maximizes results, achieves specific objectives, and supports creative and other strategic direction to provide measurable results in increasing our hiring rate of correctional officer positions. The Contractor shall implement a system to ensure that all media was run or published according to any contracts or placement instructions. Affidavits, tear sheets, or other documentation shall be provided.
- 4.8.2. The Contractor shall notify the NH Department of Corrections before approving any make goods for any ads that did not run as scheduled. All such materials shall be maintained by the Contractor and shall be available for inspection by the NH Department of Corrections.
- 4.8.3. The NH Department of Corrections may at any time cancel, at no cost, any space or time previously authorized for publication or broadcast provided that the publisher or other owner of said space or time will accept such cancellation without financial penalty. The NH Department of Corrections may also cancel any space or other time previously authorized for which there is a cancellation penalty, but such penalty shall be paid by the NH Department of Corrections unless the publication has demonstrated that it has caused harm to the recruitment and hiring of correctional staff, then the Contractor will pay the cancellation penalty.
- 4.8.4. The Contractor shall present alternative outreach options to the NH Department of Corrections such as: bus posters, movie theaters, or outdoor placements venues.
- 4.8.5. The plan could include such elements as an identification of when and what type of media should be written and placed, time schedules for identifying and analyzing demographic and cultural market variables and delivering media coverage, and a means to determine the effectiveness of the media campaign.
- 4.8.6. The Contractor shall be responsible for the negotiation, purchase, instruction, and delivery of materials for the placement of media time and space.

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- 4.8.7. In negotiating media purchases, the Contractor shall make the NH Department of Corrections aware of any savings that might be achieved through long-term commitments or other special programs. Any such commitments shall be approved by the NH Department of Corrections and any savings shall be passed on to the NH Department of Corrections.
- 4.8.8. When the NH Department of Corrections is contacted by a company offering media or promotional opportunities for the Department, the NH Department of Corrections will direct the inquiring party to provide the information to the Contractor. For all opportunities recommended by the Contractor, a written evaluation shall be provided to the NH Department of Corrections in context with NH Department of Corrections objectives and strategies.
- 4.8.9. Contractor shall have a process in place to reply to each inquiring media party. This will be available for review by the NH Department of Corrections upon request.
- 4.8.10. All work performed will be a "work made for hire" under the copyright laws.
- 4.9. NH Department of Corrections Contact: The Administrator of Human Resources or designee shall contact the Contractor when service is needed.
- 4.10. Contractor Tools and Equipment: The Contractor must furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the Contract. Any tools, containers and vehicles the Contractor needs to provide the required services must 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.
- 4.11. Rules and Regulations: The Contractor agrees to comply with all Administrative Rules, regulations and Departmental Policies, Procedures and Directives (PPD's) of the NH Department of Corrections.
- 4.12. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision may require Governor and Executive Council approval.
- 4.13. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include fingerprinting on all potential employees assigned by the Vendor to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Vendor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of 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.
- 4.13.1. 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.
- 4.13.2. 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 4.13.3., below.
- 4.13.3. 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;

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- Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Administrator of Human Resources or designee of the NH Department of Corrections;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Individuals on the National Offender Database;
 - Individuals with a history of drug diversion;
 - Individuals who were a former State of NH employee and/or former Contract employee that was dismissed for cause;
 - 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.
- 4.14. 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.
- 4.15. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the business (no personal information) name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 4.15.1. 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.
- 4.15.2. 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.
- 4.15.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Administrator of Human Resources or designee, P.O. Box 1806, Concord, NH 03302.
- 4.16. Contractor's Liaison's Responsibilities: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
- 4.16.1. Representing the Contractor on all matters pertaining to the Contract. Such as representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;

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- 4.16.2. Monitoring the Contract's compliance with the terms of the Contract and any renewals thereof;
- 4.16.3. 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
- 4.16.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 4.17. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and/or 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:
- 4.17.1. Representing NH Department of Corrections on all matters pertaining to the Contract and any renewals thereof. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
- 4.17.2. Monitoring compliance with the terms of the Contract and any renewals thereof;
- 4.17.3. 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 and any renewals thereof;
- 4.17.4. Meeting with the Contractor's representative on a periodic or as needed basis and resolving issues which arise; and
- 4.17.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract and any renewals thereof.
- 4.18. Reporting Requirements: The Contractor shall provide any and all reports on a monthly basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
- Number of media outlets recruited in; and
 - Number of views by potential applicants by element of the recruitment and marketing campaign (e.g. web search hits).
- 4.18.1 Reports and/or information requests shall be forwarded to the NH Department of Corrections, Administrator of Human Resources or designee, P.O. Box 1806, Concord, NH 03302.
- 4.19. Performance Evaluation: NH Department of Corrections shall, at its sole discretion, monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services for the life of the Contract and any renewals thereof.
- 4.19.1. The NH Department of Corrections, Administrator of Human Resources or designee, at a minimum of twice a year will assess the performance of the product relative to the Contractor's compliance with the Contract as set forth in the approved Contract. Examples of performance include but not limited to:
- Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract; and
 - Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.

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- 4.20. Performance Measures: The NH Department of Corrections shall at its sole discretion:
- 4.20.1. Inform the Contractor of any dissatisfaction with the contractor's performance and/or product performance and include requirements for corrective action.
 - 4.20.2. Terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
 - Not in compliance with the Terms and Conditions and Scope of Services of the Contract and any renewals thereof;
 - Terminate the Contract and/or renewals thereof as otherwise permitted by law.

5. **Other Contract Provisions:**

- 5.1. Coordination of Efforts: The Contractor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, matters covered by the Contract shall be made available by the Contractor to NH Department of Corrections as requested by the NH Department of Corrections throughout the effective period of the Contract and any renewals thereof.

6. **Bankruptcy or Insolvency Proceeding Notification:**

- 6.1. 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 shall notify the NH Department of Corrections immediately.
- 6.2. 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.

7. **Embodiment of the Contract:**

- 7.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
 - 7.1.1. Request for Proposal (RFP), any addendums and any amendments thereto;
 - 7.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 7.1.3. 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 is approved by the Governor and Executive Council of the State of New Hampshire.
- 7.2. 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 7.1.3. shall govern.
- 7.3. 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.

8. **Cancellation of Contract:**

- 8.1. 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.
- 8.2. 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.

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- 8.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor written notice of such termination at least sixty (60) days prior to the effective termination date.
- 8.4. 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) day notice of said cancellation.
9. **Contractor Transition:**
NH Department of Corrections, at its discretion, for 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.
10. **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.
11. **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.
12. **Information:**
- 12.1. In performing its obligations under the Contract, the Contractor may gain access to information of the residents/patients/non-adjudicated residents 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 Contractor's performance under the Contract.
- 12.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.
- 12.3. In the event of unauthorized use or disclosure of the residents/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH Department of Corrections.
- 12.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 12.5. 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.

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13. 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, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/9-F/9-F-1.htm>, 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, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm>. 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.

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

Marking the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision in this RFP to the contrary, Contract pricing shall be subject to disclosure upon approval of a contract by the Governor and Executive Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractor's agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

14. Contractor Personnel:

- 14.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 14.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

15. Notification to the Contractor:

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

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

Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

17. Administrative Rules, Regulations and Policies, Procedures and Directives:

Contractor must comply with any applicable NH Department of Corrections Administrative Rules, Regulations and Policies, Procedures and Directives to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

18. Special Notes:

- 18.1. The headings and footings to the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 18.2. 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.
- 18.3. 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 NH Department of Corrections and the Contractor.
- 18.4. 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:
 - 18.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 18.4.2. Secure the Contractor's written agreement to the proposed changes.
- 18.5. 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.
- 18.6. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.
- 18.7. Partial Proposals for the requested Media and Advertising Services for Recruitment for the NH Department of Corrections shall not be accepted.
- 18.8. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 18.9. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.

**Scope of Services
Exhibit A**

- 18.10. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage, Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).
- 18.11. If for any reason, the Contractor fails to make a delivery date, the Contractor shall be assessed a "failure to perform" fee at the discretion and determination of the Department.

The remainder of this page is intentionally blank.

INITIALED EXHIBIT B – Estimated Budget/Method of Payment

1. Notes to financials:

- The payment schedule below, Table 1 & 2, represents the fixed monthly professional fee structure, annual performance measure payment and advertising costs (media buy).
- For all work outside the fixed monthly professional fee payment, the State will be provided a detailed work estimate for each project that will need to be approved and signed off by the State, prior to any work commencing. This includes advertising costs for any media buy and/or services, display ads, video production and photography.
- Table 1 payment schedule is based on the State's current fiscal year (ending June 30, 2018) and our estimation of an approximate eight (8) month execution plan from start-up (i.e. a program start-up of November, 2017 or upon contract approval by the Governor & Executive Council, whichever is later).
- Table 2 payment schedule is based on the State's 2019 fiscal year (July 1, 2018 – June 30, 2019).

Table 1. SFY 2018 Payment Schedule								
Fixed Monthly Professional Fee (to include website development)								
Nov 2017	Dec 2017	Jan 2018	Feb 2018	March 2018	April 2018	May 2018	June 2018	Total
\$9,768	\$9,768	\$9,768	\$9,768	\$9,768	\$9,768	\$9,768	\$9,768	\$78,144.00
Annual Performance Measure payments as detailed below								\$8,681.00
Advertising Costs (media buy) to include video production & photography								\$112,000.00
Not to exceed								\$198,825.00

Table 2. SFY 2019 Payment Schedule												
Fixed Monthly Professional Fee (to include website development)												
Jul 2018	Aug 2018	Sept 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	March 2019	April 2019	May 2019	June 2019	Total
\$5,269	\$5,269	\$5,269	\$5,269	\$5,269	\$5,269	\$5,269	\$5,269	\$5,269	\$5,269	\$5,269	\$5,269	\$63,228.00
Annual Performance Measure payments as detailed below												\$7,027.00
Advertising Costs (media buy) to include video production & photography												\$55,000.00
Not to exceed												\$125,255.00

- The performance measure payment is based on the number of Corrections Officers hired. Upon approval of a Contract, from commencement of the marketing campaign through the ending of the State's fiscal year 2018 (June 30, 2018), the performance measure shall be 65 Corrections Officers hired.
- The performance measure for the State's fiscal year 2019 shall be 100 Corrections Officers hired or all Corrections Officer positions filled as of May 31, 2019, whichever is fewer.
- The final invoice for each fiscal year shall state the number of Corrections Officers hired and the resulting percentage of the performance measure payment as detailed in the payment schedules above.
- If the performance measures of 65 Corrections Officers hired in SFY 2018 and 100 Corrections Officers hired in SFY 2019 are not met, then the final performance measure payments shall be prorated to the percentage of hired Corrections Officers for each State fiscal year.
- Payment terms are thirty (30) days from an approved invoice by the NH Department of Corrections.

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

State of NH, Department of Corrections
Commissioner's OfficeRFP 18-01-GFCOM, closing date: 8/25/2017
Page 55Contractor Initials: 

INITIALED EXHIBIT B – Estimated Budget/Method of Payment (continued)

ADVERTISING AGENCY NAME – m5 Marketing Communications, Inc.	SFY	SFY
	Through June 30 2018	July 1, 2018 – June 30, 2019
LABOR COST		
Marketing Research, Planning & Survey Development & Testing		
Estimated Hours	100	52
Hourly Rate	140	140
Marketing Research, Planning & Survey Development & Testing Cost	14,000	7,280
Creative Development (including Website Development)		
Estimated Hours	155	65
Hourly Rate	135	135
Creative Development Cost	20,925	8,775
Creative Production		
Estimated Hours	125	70
Hourly Rate	100	100
Creative Production Cost	12,500	7,000
Marketing Planning (including Digital & Social Management)		
Estimated Hours	120	60
Hourly Rate	135	140
Marketing Planning Cost	16,200	8,400
Media Buying		
Estimated Hours	90	90
Hourly Rate	120	120
Media Buying Cost	10,800	10,800
Vendor & Public Relations		
Estimated Hours	40	40
Hourly Rate	100	100
Vendor & Public Relations Cost	4,000	4,000
Account Services (including Reporting)		
Estimated Hours	70	200
Hourly Rate	120	120
Account Services Cost	8,400	24,000
TOTAL LABOR COST	86,825	70,255
ADVERTISING COST (MEDIA BUY)		
List Media Type and Estimated Cost		
<i>Example: Transit billboards</i>	100	100
Video production (3 videos as noted in RFP response)	45,000	0
Media Buy Costs only		
Digital Video	22,000	10,000
Display Ads	18,000	15,000
Retargeting	10,000	10,000
Search Engine Marketing	8,500	10,000
Social Media	8,500	10,000
TOTAL ADVERTISING COST (MEDIA BUY)	112,000	55,000
GRAND TOTAL LABOR AND ADVERTISING COSTS	198,825	125,255

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

State of NH, Department of Corrections
Commissioner's OfficeRFP 18-01-GFCOM, closing date: 8/25/17
Page 66Contractor Initials 

3. Method of Payment:

- 3.1. Invoices shall be sent to the NH Department of Corrections, Administrator of Human Resources, PO Box 1806, Concord, NH 03302-1806.
- 3.2. Invoices shall be submitted no later than sixty (60) days post-date of services rendered.
- 3.3. Once approved, the original invoices shall be forwarded to the Accounts Payable unit of the Department's Bureau of Financial Services for processing.
- 3.4. The NH Department of Corrections, Bureau of Financial Services, may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information, but not limited to:
 - 3.4.1. Invoice date and number;
 - 3.4.2. Name of Qualified Applicants Referred for Employment.
 - 3.4.3. Itemized product/service total charge per product/service type.
- 3.5. The Contractor shall submit to the NH Department of Corrections any invoices for paid media advertising or campaigns in a timely manner. Affidavits and tear sheets shall accompany any final billings.
- 3.6. 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 026000618.
- 3.7. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on June 30, 2018.

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 or the execution of any option to extend the Contract.

The remainder of this page is intentionally blank.

SECTION F: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

The remainder of this page is intentionally blank.

**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that M5 MARKETING COMMUNICATIONS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 26, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 147643



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of August A.D. 2017.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	M5 MARKETING COMMUNICATIONS, INC.	Business ID:	147643
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	12/26/1989	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	12/26/1989		
Principal Office Address:	707 CHESTNUT STREET, MANCHESTER, NH, 03104, USA	Mailing Address:	707 CHESTNUT STREET, MANCHESTER, NH, 03104, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2017
		Next Report Year:	2018
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / OPERATE AN ADVERTISING AGENCY	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	National Registered Agents, Inc.
Registered Office Address:	Sulloway & Hollis 9 Capitol Street, Concord, NH, 03301, USA
Registered Mailing Address:	Not Available

Certificate of Authority # 1

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

Corporate Resolution

I, George BaHcock, hereby certify that I am duly elected Clerk/Secretary of
(Name)

M5 Marketing Communications, Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

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

22, 20 17 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Derek Langdon, Chief Operating Officer is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of M5 Marketing Communications, Inc. with
(Name of Corporation or LLC)

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

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as they were at the time of the original signature date of October 20, 2017 of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: Oct 20, 2017

ATTEST: [Signature] CFO
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/16/2017

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C No. Ext.): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com															
INSURED M5 MARKETING COMMUNICATION INC 707 CHESTNUT ST MANCHESTER NH 03104-3010		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: MFG Ins Co</td> <td>15997</td> </tr> <tr> <td>INSURER B: MENIC Indemnity Company</td> <td>11030</td> </tr> <tr> <td>INSURER C: Twin City Fire Ins Co</td> <td>29459</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: MFG Ins Co	15997	INSURER B: MENIC Indemnity Company	11030	INSURER C: Twin City Fire Ins Co	29459	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Twin City Fire Ins Co	29459																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: CL1781619896 REVISION NUMBER:

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

AREA / LTR	TYPE OF INSURANCE	ADDITIONAL COV. / WVD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		BP12029167	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Asbestos Exclusion. \$								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BP12029167	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE		K012029167	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	3102803453	6/1/2017	6/1/2018	<table border="1"> <thead> <tr> <th>PER STATUTE</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </tbody> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
PER STATUTE	OTH-ER													
E.L. EACH ACCIDENT	\$ 1,000,000													
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000													
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000													
C	Professional Liability		04PC0286122	8/16/2017	8/16/2018	1,000,000								

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

CERTIFICATE HOLDER

State of New Hampshire
 NH Department of Corrections
 PO Box 1806
 Concord, NH 03302-1806

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karen Shaughnessy/K55

Karen Shaughnessy

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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.

~~\$2,000,000~~ Per Claim \$2,000,000 Per Incident/Occurrence \$4,000,000 General Aggregate

Signature & Title

Date

This acknowledgement must be returned with your proposal.

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.

Jerrek Langdon
Name

Gary Harris
Witness Name

[Signature]
Signature

October 20, 2017
Date

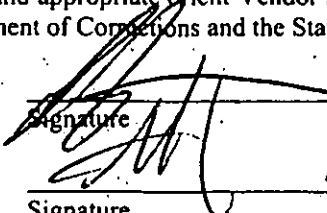
October 20, 2017
Date

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.

Derek Langdon
Name

Gary Harris
Witness Name


Signature

October 24, 2017
Date

October 24, 2017
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.

Derek Langdon
Name

Gary Harris
Witness Name


Signature


Signature

October 20, 2017
Date

October 20, 2017
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

Robin Maddaus
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, assault of a resident

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

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

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

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print):

Serek Longdon
(Name of Contract Signatory)

Date:

October 20, 2017

Signature:

[Signature]
(Signature of Contract Signatory)