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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

William L. Wrenn  
Commissioner

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

June 1, 2016

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

**REQUESTED ACTION**

Authorize the NH Department of Corrections to enter into a contract with Diplomatic Security, LLC (VC# TBD), 344 Commerce Way, Pembroke, NH 03275, in the amount of \$127,400.00, for the provision of Courier Services for the NH Department of Corrections effective for the period beginning July 1, 2016 or upon Governor and Executive Council approval, whichever is later, through June 30, 2018, with an option to renew for one (1) additional period of up to two (2) years subject to Governor and Executive Council approval. 100% General Funds.

Funds are available in the following account, *District Offices*: 02-46-46-464010-8302-102-500731 as follows with the authority to adjust encumbrances in each State Fiscal Year through the Budget Office if necessary and justified. Funding for SFY 2018 are contingent upon the availability and continued appropriation of funds.

Diplomatic Security, LLC				
Account	Description	SFY 17	SFY 18	Total
02-46-46-46410-8302-102-500731	Contracts for Program Services	62,400.00	65,000.00	127,400.00
Total Contract Amount				\$ 127,400.00

**EXPLANATION**

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

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

The NHDOC 16-03-GFDFS RFP was posted on the NH Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for six (6) consecutive weeks and notified eight (8) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting their proposal. After the review of the proposals, in accordance with the RFP Terms and Conditions, the NH Department of Corrections awarded the contract to Diplomatic Security, LLC in the amount of \$127,400.00.

This RFP was scored utilizing a consensus methodology by a three person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of the following NH Department of Corrections employees: Gary Arceci, Deputy Director, Division of Administration; Mike McAlister, Director, Division of Field Services; Paula Mattis, Non-Medical Director, Division of Medical & Forensic Services; Bernadette Campbell, Deputy Director, Division of Medical & Forensic Services; Joyce Leeka, Medical Operations Administrator, Division of Medical & Forensic Services and Jennifer Lind, Contract & Grant Administrator, Division of Administration.

Respectfully Submitted,



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**In-State Courier Services  
RFP Bid Evaluation and Summary  
NHDOC 16-03-GFDFS**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. A proposal that fails to satisfy either submission requirements or minimum standard may be rejected without further consideration 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. Proposal(s) 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:

- Proposal(s) will be evaluated and considered with regard to the solution and services proposed, estimated cost, organizational capability and approach to performance, financial statements and qualifications of the Vendor. 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 of NHDOC RFP 16-03 RFP.
  - a. Total Estimated Cost – 30 points
  - b. Organizational Capability – 35 points
  - c. Organizational Approach to Performance – 25 points
  - d. Financial Statements/Stability – 5 points
  - e. Qualitative References/Qualification of Vendor – 5 points

Evaluation Team Members:

- a. Gary P. Arceci, MBA, Deputy Director, Division of Administration, NH Department of Corrections;
- b. Michael McAlister, Director, Division of Field Services, NH Department of Corrections;
- c. Paula Mattis, Non-Medical Director, Division of Medical & Forensic Services, NH Department of Corrections;
- d. Bernadette Campbell, BS, PT, Deputy Director, Division of Medical & Forensic Services, NH Department of Corrections;
- e. Joyce Leeka, Medical Operations Administrator, Division of Medical & Forensic Services, NH Department of Corrections; and
- f. Jennifer Lind, Contract & Grant Administrator, Division of Administration, NH Department of Corrections.

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



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**In-State Courier Services  
RFP Scoring Matrix  
NHDOC 16-03-GFDFS**

Respondents:

- Diplomatic Security, LLC 344 Commerce Way, Pembroke, NH 03275
- Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service, 760 Central Avenue, Dover, NH 03820

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 this is determined to be in the State's best interest.
  1. Cost – 30 points
  2. Organizational Capability – 35 points
  3. Organizational Approach – 25 points
  4. Financial Statements – 5 points
  5. Qualitative References – 5 points

<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>Diplomatic Security, LLC</i>	<i>Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service</i>
Total Estimated Cost	30	26	30
Organizational Capability	35	32	23
Organizational Approach to Performance	55	25	9
Financial Statements	5	4	3
Qualitative References	5	5	5
<b>Total Score</b>	<b>100</b>	<b>92</b>	<b>70</b>

Contract Award: Diplomatic Security, LLC 344 Commerce Way, Pembroke, NH 03275

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**In-State Courier Services  
RFP Evaluation Committee Member Qualifications  
NHDOC 16-03-GFDFS**

**Gary P. Arceci, MBA, Deputy Director, Division of Administration:**

Mr. Arceci began his career with the Department of Corrections in 2001 as the Agency Audit Manager. Mr. Arceci was promoted to the position of Financial Manager in 2004. In this position, Mr. Arceci is responsible for all accounting, financial reporting and financial analysis functions for the Department. Mr. Arceci has a Bachelor of Science degree in Economics and Finance from Southern New Hampshire University and a Master of Business Administration degree from Franklin Pierce University. Mr. Arceci is a member of Sigma Beta Delta, an international honor society for business, management and administration.

**Michael McAlister, Director, Division of Field Services:**

Mr. McAlister has serviced in the Division of Field Services in various capacities for many years. He was appointed to the position of Director of Field Services in 2007. As Director of Field Services, Mr. McAlister is responsible for the community supervision of probationers, parolees and inmates placed on Administrative Home Confinement (AHC), collection and disbursement of fees, fines and restitution and the supervision of Court and Parole Board investigations. Mr. McAlister has direct oversight of the eleven NH Department of Corrections District Offices and four sub-offices, which are directly aligned with the Superior Courts.

**Paula Mattis, Non-Medical Director, Division of Medical & Forensic Services:**

Ms. Mattis recently joined the NH Department of Corrections serving as the Non-Medical Director, Division of Medical & Forensic Services. Her professional history includes seven years as Administrator of Community Integration at the State of New Hampshire, New Hampshire Hospital, four years as Chief Operating Officer and three years as Acting CEO. Prior to this appointment, Ms. Mattis was President and Chief Executive Officer of the Animal Rescue League of New Hampshire. Ms. Mattis received her Bachelor of Arts degree with honors in Psychology (major) and Sociology (minor) from the University of Texas and a Master's of Social Work, specializing in Community Mental Health from the University of Illinois.

**Bernadette Campbell, BS, PT, Deputy Director, Division of Medical & Forensic Services:**

Ms. Campbell is the Deputy Director for the Division of Medical & Forensic Services for the NH Department of Corrections. In this capacity, Ms. Campbell's role is to administer and supervise allied health services for the Division of Medical & Forensic Services and is responsible to ensure public and institutional safety for all sites through staff and contract monitoring and evaluation. Ms. Campbell is a graduate of UMass Lowell and has involvement with the Department for over twenty-eight years, most recently in the capacity of Director of Rehabilitation Services. Ms. Campbell's past experience has included ownership of a physical therapy clinic as well as vast acute care hospital experience.

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**Joyce Leeka, RHIA, Medical Operations Administrator, Division of Medical & Forensic Services:**

Joyce Leeka is the Operations Administrator for the Medical/Forensic Services Division for the NH Department of Corrections. In this capacity Ms. Leeka is the subject matter expert for Health Information Management. This includes medical privacy (HIPAA), record management, Electronic Health Records and medical coding and billing to include the new ICD-10-CM system. Ms. Leeka is the Utilization Management Administrator for medical ancillary services and the Division's Contract Administrator. Ms. Leeka is a graduate of the University of Central Florida and has held positions of HIM Director, QI/UM Director and UM Coordinator in a variety of hospitals on both the east and west coasts. Ms. Leeka has also worked as a consultant in the areas of QI and long-term care. Ms. Leeka has past experience teaching ICD-9 coding, medical terminology to business office staff, DRG orientation to nursing staff and coordinated hospital-wide discharge planning activities.

**Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Division of Administration:**

Ms. Lind has served as the Contract/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 Master's 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.

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**In-State Courier Services  
Bidders List  
NHDOC RFP 16-03-GFDFS**

**Dana L Goudreault d/b/a Amity Courier**

Dana L. Goudreault, Owner  
175 Brunelle Avenue  
Manchester, NH 03103  
Dana L Goudreault, Owner  
Phone: 603-289-3815  
Fax: 603-645-6832  
E-Mail: [burlapdog@comcast.net](mailto:burlapdog@comcast.net)  
Website: <http://www.courierboard.com/amity-courier-pa.html>

**Mr. Messenger, Inc.**

151 Zachary Road  
Manchester, NH 03109  
Phone: 603-624-5382  
Fax: 603-644-5383  
Toll Free: 1-800-537-4207  
E-Mail: [sales@mrmessenger.com](mailto:sales@mrmessenger.com)  
Website: <http://www.mrmessenger.com>

**Green Mountain Messenger, Inc.**

Aaron Tuttle, VP of Operations  
57 Harvey Road  
Londonderry, NH 03053  
Phone: 603-626-7120  
Fax: 603-626-7121  
E-Mail: [mht@shipgmm.com](mailto:mht@shipgmm.com)  
Website: <http://www.shipgmm.com>

**New England Courier, LLC**

2 Neptune Road, # 191  
East Boston, MA 02128  
Phone: 781-286-4500  
Toll Free: 1-866-286-4500  
E-Mail: [admin@newenglandcourier.com](mailto:admin@newenglandcourier.com)  
Website: <http://newenglandcourier.com>

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

Mark Johnstone, President  
760 Central Avenue  
Dover, NH 03820  
Phone: 603-516-9222  
Fax: 603-516-5015  
E-Mail: [mjohnstone@granitestateshuttle.com](mailto:mjohnstone@granitestateshuttle.com)  
Website: <http://www.granitestateshuttle.com>

**St. Jean Courier Services**

P.O. Box 4059  
Manchester, NH 03108  
Phone: 603-759-1051  
E-Mail: [stjeancourier@comcast.net](mailto:stjeancourier@comcast.net)  
Website: <http://www.stjeancourier.com>

**North Country Auto Rental & Professional Shuttle Services**

425 Miracle Mile  
Lebanon, NH 03766  
Phone: 603-448-0538  
Fax: 603-448-2209  
E-Mail: [rentacar@sover.net](mailto:rentacar@sover.net)  
Website: <http://northcountryautonh.com>

**General Courier**

385 Main Street  
South Portland, ME 04106  
Phone: 207-767-6004  
Fax: 207-767-7159  
E-Mail: [infor2@generalcourier.com](mailto:infor2@generalcourier.com)  
Website: [www.generalcourier.com](http://www.generalcourier.com)

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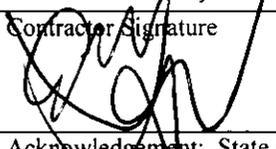
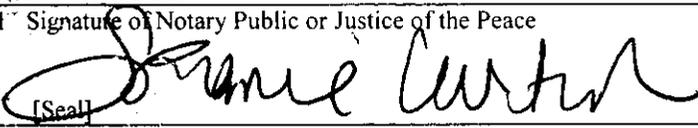
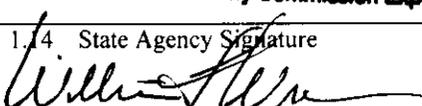
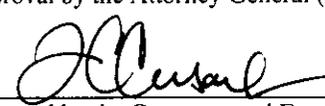
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <p style="text-align: center;">NH Department of Corrections</p>		1.2 State Agency Address <p style="text-align: center;">105 Pleasant Street, Concord NH, 03301</p>	
1.3 Contractor Name <p style="text-align: center;">Diplomatic Security, LLC</p>		1.4 Contractor Address <p style="text-align: center;">344 Commerce Way Pembroke, NH 03275</p>	
1.5 Contractor Phone Number 603-491-1883	1.6 Account Number 02-46-46-464010- 8302-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$ 127,400.00
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 603-271-5601	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Earl Gage, Owner	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/19/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <p style="text-align: center;"><b>STEPHANIE CURTIN, Notary Public</b> My Commission Expires January 28, 2020</p>			
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: <u>6/3/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

*EW*

**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

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.



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.



5/19/14

**SECTION B: Scope of Services, Exhibit A**

**1. Purpose:**

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

**2. Terms of Contract:**

Contract(s) awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2016 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2018, with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

**3. Location of Services:**

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

<b>NH Department of Corrections District Office Locations</b>			
X	Claremont District Office (DO)	17 Water Street, State Office Bldg.	Claremont, NH 03743
X	Concord District Office (DO)	314 North State Street	Concord, NH 03301
X	Dover District Office (DO)	259 County Farm Rd, Unit 4 Strafford County Courthouse	Dover, NH 03820
X	Exeter District Office (DO)	8A Continental Drive	Exeter, NH 03833
X	Keene District Office (DO)	28 Mechanic Street	Keene, NH 03431
X	Laconia District Office (DO)	314 South Main Street	Laconia, NH 03246
X	Manchester District Office (DO)	60 Rogers Street	Manchester, NH 03101
X	Nashua District Office (DO)	3 Pine Street Extension, 1 <sup>st</sup> Floor	Nashua, NH 03060
X	North Haverhill District (DO)	3865 Dartmouth College Highway, 2 <sup>nd</sup> Floor Suite	North Haverhill, NH 03774
X	Ossipee District Office (DO)	19 Old Route 28 (Ground Level Suite)	Ossipee, NH 03864
<b>NH Department of Corrections Facility Locations</b>			
X	NH State Prison-Men (NHSP-M)	281 North State Street	Concord, NH 03301
X	NH State Prison-Women (NHSP-W)	317 Mast Road	Goffstown, NH 03045
X	Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
X	Community Corrections (Shea Farm)	60 Iron Works Road	Concord, NH 03301
X	Community Corrections (Calumet House)	126 Lowell Street	Manchester, NH 03104
<b>Other State of NH Agency Locations</b>			
X	Department of Safety, Forensic Laboratory	33 Hazen Drive, 3 <sup>rd</sup> Floor	Concord, NH 03301
X	Department of Health & Human Services Public Health Laboratory	29 Hazen Drive, 1 <sup>st</sup> Floor	Concord, NH 03301

3.2. The Contractor shall provide requested courier services to alternative locations in the event that the State relocates its facilities within the State of New Hampshire.

3.3. Partial Proposals for requested In-State Courier Services for the NH Department of Corrections District Offices, Correctional Facilities and Other State of NH Agencies shall not be accepted.

3.4. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department.

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**Scope of Services  
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Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor. The Contractor shall be obligated to continue to provide services to facilities of the NH Department of Corrections even in the event that their geographic location changes.

3.5. Courier Service locations are subject to change for the life of the Contract and any renewals thereof.

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

**5. Minimum Required Services:**

5.1. The Contractor shall provide pick-up/drop-off delivery services for the transportation of medications (medication bags), interdepartmental communications (mail bags), lock bags, urine specimens, urine testing supplies and blood draw samples between the NH Department of Corrections Correctional Facilities, District Office (DO) locations and other State of NH Agencies adhering to the Courier Schedule, Scope of Services, Exhibit A, Section Six (6).

5.1.1. Location:

- Requested services shall be provided by the Contractor to alternative locations and pick-up/drop-off times in the event that the State relocates its facilities within the State of New Hampshire.
- Each NH Department of Corrections Correctional Facility location will have a designated pick-up/drop-off location. Medications shall be stored in a lock box at the NHSP-M before given to a driver.

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

5.1.2. Property of the State:

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

5.1.3. Service Schedules:

- Weekly Schedule for the NH Department of Corrections District Office (DO) Locations and the Daily Schedule for the NH Department of Corrections Correctional Facilities shall be considered two (2) separate and distinct service schedules.

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5.1.4. Contractor Vehicles:

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

5.1.5. Drivers/Courier Staff:

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

5.1.6. Permits:

- Any and all permits as required by authorities having local, state and/or federal jurisdiction shall be the responsibility of the Contractor and shall be obtained prior to commencement of any services. Any and all financial expense/cost related to obtaining required permits shall be the sole responsibility of the Contractor.

6. **Courier Service Schedule:**

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

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

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

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

Daily Schedule: Monday – Friday	Courier Service Route:
12:45 PM	<b>Start Location: Calumet House, 126 Lowell, Street, Manchester, NH</b> 1. Pick-up Calumet House Medical Bags, Mail Bags and Lock Bags; and 2. Pick-up full Calumet House Urine Cooler for State Forensic Lab.
1:10 PM	NHSP-W, 317 Mast Road, Goffstown, NH: 1. Pick-up NHSP-W Medical Bags and Mail Bags; 2. Pick-up full NHSP-W Urine Cooler for State Forensic Lab; and 3. Pick-up Blood Samples for Public Health Laboratory
1:50 PM	Shea Farm, 60 Iron Works Road, Concord, NH: 1. Pick-up Shea Farm Medical Bags and Mail Bags; and 2. Pick-up full Shea Farm Urine Cooler for State Forensic Lab.
2:10 PM	NHSP-M, 281 N. State St., Concord, NH (MAILROOM): 1. Drop-off Calumet House, NHSP-W and Shea Farm Medical Bags, Mail Bags and Lock Bags ( <b>not accepted after 2:30 PM</b> ); 2. Pick-up full Shea Farm, NHSP-W and Calumet House Mail Bags and Calumet Lock Bags; 3. Pick-up full NHSP-Men Urine Coolers for State Forensic Lab. 4. Pick-up Blood Samples (CP-5 and Zone 7) for Public Health Laboratory.
2:30 PM	NH Department of Safety (Forensic Lab), 33 Hazen Drive, 3 <sup>rd</sup> FL, Concord, NH: 1. Drop-off full Calumet House, NHSP-W, Shea Farm & NHSP-M Urine Coolers; 2. Pick-up empty NHSP-M, Shea Farm, NHSP-W and Calumet House Urine Coolers and Urine Testing Supplies.
2:45 PM	NH Department of Health and Human Services (Public Health Laboratory), 29 Hazen Drive, 1st FL, Concord, NH: 1. Drop-off Blood Samples from NHSP-W and NHSP-M.
3:00 PM	NHSP-M, 281 N. State St., Concord, NH (MAILROOM/PHARMACY): 1. Drop-off empty NHSP-M Urine Cooler and Testing Supplies from the NH Department of Safety (Forensic Lab) to the MAILROOM. 2. Pick-up full Shea Farm, NHSP-W and Calumet House Medical Bags at the PHARMACY ( <b>cannot be picked up until 3:00 PM</b> ).
3:30 PM	Shea Farm, 60 Iron Works Road, Concord, NH: 1. Drop-off full Shea Farm Medical and Mail Bags; and 2. Drop-off empty Shea Farm Urine Cooler and Testing Supplies.
4:10 PM	NHSP-W, Goffstown, NH: 1. Drop-off full NHSP-W Medical Bags and Mail Bags; and 2. Drop-off empty NHSP-W Urine Cooler and Testing Supplies.
4:45 PM	Calumet House, 126 Lowell, Street, Manchester, NH: 1. Drop-off full Calumet House Medical Bags, Mail Bags and Lock Bags; and 2. Drop-off empty Calumet House Urine Cooler and Testing Supplies. <b>End Location: Calumet House, 126 Lowell, Street, Manchester, NH</b>

7. **General Service Provisions:**

- 7.1. Tools and Equipment: The Contractor will be provided with the tools and equipment as deemed necessary by the NH Department of Corrections to provide the requested services. Any and all tools and Contractor containers shall be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 7.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections. The Contractor shall adhere to Department's confidentiality policy and procedure directives.
- 7.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the contract. If it is necessary to increase the

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price limitation of the Contract this provision will require Governor and Executive Council approval.

- 7.4. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or subcontractors to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
- 7.4.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
- 7.4.2. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or subcontractor employee who does not comply with the criteria identified in Paragraph 7.4.3., below.
- 7.4.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provide services;
  - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
  - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Field Services and designee of the NH Department of Corrections;
  - Individuals with restrictions on out-of-state and/or State of NH professional licenses and/or certifications;
  - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
  - Individuals with a history of drug diversion;
  - Individuals who was a former State of NH employee and/or former Contractor employee that was dismissed for cause;
  - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
  - Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 7.5. Licenses, Credentials and Certificates: The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 7.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.

**Scope of Services  
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- 7.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department of for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 7.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 7.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 7.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Director of Field Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 7.8. Contractor Liaison's Responsibilities: The Contractor's designated liaison shall be responsible for:
- 7.8.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 7.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 7.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 7.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 7.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 7.9.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;
- 7.9.2. Monitoring compliance with the terms of the Contract;
- 7.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
- 7.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
- 7.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.

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- 7.10. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion:
- 7.10.1 Request the Contractor to provide proof of any and all permits to perform courier services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;
  - 7.10.2. Any information requested by the NH Department of Corrections; and
  - 7.10.3. Reports and/or information requests shall be forwarded to NH Department of Corrections, Director of Field Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 7.11. Performance Evaluation: The NH Department of Corrections shall, at its sole discretion monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.
- 7.12. Performance Measures: The NH Department of Corrections shall, at its sole discretion:
- 7.12.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
  - 7.12.2. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
    - a.) Not in compliance with the terms of the Contract;
    - b.) Has lost or has been notified of intention to lose their certification/licensure/permits; and
    - c.) Terminate the contract as otherwise permitted by law.

**8. Other Contract Provisions:**

- 8.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
- 8.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
    - a.) Not in compliance with the terms of the Contract; or
    - b.) As otherwise permitted by law or as stipulated within this Contract.
- 8.2. Coordination of Efforts: The Contractor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract.

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

- 9.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 9.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

**10. Embodiment of the Contract:**

- 10.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
- 10.1.1. Request for Proposal (RFP) and any amendments thereto;
  - 10.1.2. Proposal submitted by the Vendor in response to the RFP; and/or

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- 10.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.
- 10.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 10.1.3. shall govern.
- 10.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

**11. Cancellation of Contract:**

- 11.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Contractor with a written notice of such cancellation.
- 11.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 11.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 11.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

**12. Contractor Transition:**

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

**13. Audit Requirement:**

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

**14. Additional Items/Locations:**

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

**15. Information:**

- 15.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.
- 15.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Contractor in connection with its performance under the Contract.

**Scope of Services  
Exhibit A**

- 15.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Contractor shall immediately notify the NH Department of Corrections.
- 15.4. All material developed or acquired by the Contractor, due to work performed under the Contract, shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 15.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

**16. Public Records:**

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

If you believe any information being submitted in response to a request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and should mark/stamp the materials as such. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Vendor pricing will be subject to disclosure upon approval of the contract by Governor and 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, Contractors 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).

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

**17. Special Notes:**

- 17.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 17.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 17.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 17.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
  - 17.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
  - 17.4.2. Secure the Contractor's written agreement to the proposed changes.
- 17.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 17.6. Contractor employees entering NH Department of Corrections Correctional Facilities and District Office locations shall adhere to the NH Department of Corrections Policy and Procedure Directive (PPD) 5.08, Policy and Procedure Directive 5.08.
- 17.7. 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.

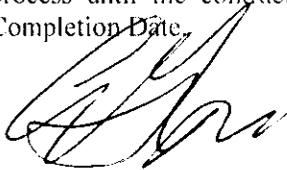
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**SECTION C: Estimated Budget/Method of Payment, Exhibit B**

**1. Signature Page**

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

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

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

  
\_\_\_\_\_  
DATE

Earl Gage, Owner  
NAME AND TITLE OF SIGNOR (Please Type)

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

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

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

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

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

**2. Estimated Budget, Courier Service Fee Schedule:**

2.1. Service Fee Schedule Period: July 1, 2016 through June 30, 2018

	7/1/2016-6/30/2017	7/1/2017-6/30/2018	7/1/2018-6/30/2019	7/1/2019-6/30/2020
<b>Monday</b>	\$ 240.00	\$ 250.00	\$	\$
<b>Tuesday</b>	\$ 240.00	\$ 250.00	\$	\$
<b>Wednesday</b>	\$ 240.00	\$ 250.00	\$	\$
<b>Thursday</b>	\$ 240.00	\$ 250.00	\$	\$
<b>Friday</b>	\$ 240.00	\$ 250.00	\$	\$
<b>Weekly Totals:</b> (add: Mon-Fri per SFY column)	\$ 1200.00	\$ 1250.00	\$	\$
<b>Service Weeks:</b> (service weeks per SFY)	52	52	52	52
<b>Estimated Budget per SFY:</b> (multiply Weekly Total row per SFY column by 52)			\$	\$

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**3. Method of Payment:**

- 3.1. Transportation costs shall be inclusive of fuel surcharges, vehicle maintenance, registration and required vehicle insurance to be included in the fixed daily fee.
- 3.2. Daily rate for required services shall be inclusive of transportation costs and labor costs (inclusive of salary, holiday, overtime, FICA, Social Security taxes, health insurance, and any employee offered benefits) to be included in the fixed daily fee.
- 3.3. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15<sup>th</sup> following the month in which services are provided.
- 3.4. Invoices shall be sent to the NH Department of Corrections, Director of Field Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, Director of Field Services, P.O. Box 1806, Concord, NH 03302.
- 3.5. Once approved, the original invoices shall be sent to the Department's Bureau of Financial Services for processing and issuance of payment.
- 3.6. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 3.7. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility and contain the following information:
  - 3.7.1. Invoice date and number;
  - 3.7.2. Facility name and associated Contractor account number (if applicable) representing facility name;
  - 3.7.3. Quantity, description associated with services rendered;
  - 3.7.4. Term of service provided;
  - 3.7.5. Itemized service/product total charge per service/product type; and
  - 3.7.6. Name and address of the Contractor.
- 3.8. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 3.9. The Contractor's shall follow the State's Fiscal Year Calendar for budgeting purpose. Original Contract Period shall commence on July 1, 2016 and 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/renewal or the execution of any option to extend the Contract.

**Section D: 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 Diplomatic Security, LLC is a New Hampshire limited liability company formed on April 9, 2008. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18<sup>th</sup> day of May, A.D. 2016

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY/VOTE**  
(Limited Liability Company)

I, Earl Gage, hereby certify that:  
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of: Diplomatic Security LLC.  
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind: Diplomatic Security LLC  
(Name of Limited Liability Company)

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

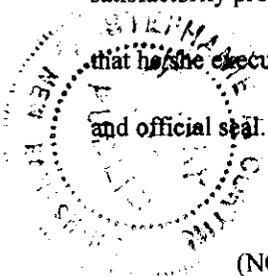
[Signature]  
(Contract Signatory - Signature)  
5/18/14  
(Date)

STATE OF NH  
COUNTY OF Merrimack

On this the 18 day of May 20 14, before me Stephanie Curtin  
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Earl Gage, known to me (or  
(Contract Signatory - Print Name)  
satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged

that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand  
and official seal.



(NOTARY SEAL)

[Signature]  
(Notary Public / Justice of the Peace -Signature)

**STEPHANIE CURTIN, Notary Public**  
Commission Expires: My Commission Expires January 28, 2020

[Handwritten mark]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2016

**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).**

<b>PRODUCER</b> Infantine Insurance P. O. Box 5125  Manchester NH 03108	<b>CONTACT NAME:</b> Julie Levesque, CPCU, CIC	
	<b>PHONE (A/C No. Ext):</b> (800) 937-0704	<b>FAX (A/C No.):</b> (603) 669-6831
<b>E-MAIL ADDRESS:</b> jlevesque@infantine.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Acceptance Indemnity Ins Co		
<b>INSURER B:</b> Travelers Property & Casualty		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 16/17 Master      **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	ADDITIONAL INSURED	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		CL00191634	6/19/2016	6/19/2017	EACH OCCURRENCE	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:								
						DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 50,000		
						MED EXP (Any one person)	\$ 5,000		
						PERSONAL & ADV INJURY	\$ Excluded		
						GENERAL AGGREGATE	\$ 2,000,000		
						PRODUCTS - COMP/OP AGG	\$ 2,000,000		
							\$		
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$			
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$			
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 <input checked="" type="checkbox"/> N/A 6JUB5B64147316 3A States: NH	6/16/2016	6/16/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER			
	E.L. EACH ACCIDENT \$ 100,000								
	E.L. DISEASE - EA EMPLOYEE \$ 100,000								
						E.L. DISEASE - POLICY LIMIT \$ 500,000			

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

**CERTIFICATE HOLDER**      **CANCELLATION**

state of NH, NH Department of Corrections PO 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 Charles Hamlin/JL6 <i>Charles Hamlin</i>
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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.

\$ 1m Per Claim    \$ 1m Per Incident/Occurrence    \$ 2m General Aggregate

Signature & Title

Date

This acknowledgement must be returned with your proposal.

EB

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

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

**(1) Definitions**

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

**(2) Use and Disclosure of Protected Health Information**

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

b. Business Associate may use or disclose PHI:

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

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

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

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

**(3) Obligations and Activities of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

**(4) Obligations of Covered Entity**

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

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

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

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

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

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

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

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

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

NH Department of Corrections  
State of New Hampshire Agency Name

William L. Wren  
Signature of Authorized Representative

William L. Wren  
Authorized DOC Representative Name

Commissioner  
Authorized DOC Representative Title

10/2/16  
Date

Diplomatic Security, LLC  
Contractor Name

[Signature]  
Contractor Representative Signature

Earl Gage  
Authorized Contractor Representative Name

Owner  
Authorized Contractor Representative Title

5/14/16  
Date

NH DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

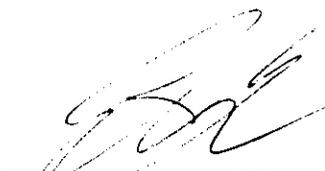
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
  - (1) narcotics
  - (2) controlled drugs or
  - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, 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.

*SH*

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

COR 307.03 Searches and Inspections Authorized.

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

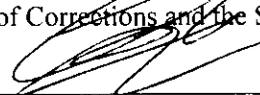
<u>Earl Gage</u> Name	<u></u> Signature	<u>5/19/16</u> Date
<u>Michael Johns</u> Witness Name	<u></u> Signature	<u>5/19/16</u> Date

EM

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, polices and procedures of the Department of Corrections and the State of New Hampshire.

Emil Gray  
Name

  
Signature

5/19/16  
Date

MICHAEL JOWNS  
Witness Name

  
Signature

5/19/16  
Date

EM

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.

<u>Earl Gage</u> Name	<u></u> Signature	<u>5/19/14</u> Date
<u>Michael Johns</u> Witness Name	<u></u> Signature	<u>5/19/14</u> Date





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

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

**William L. Wrenn**  
Commissioner

**Doreen Wittenberg**  
Director

**PRISON RAPE ELIMINATION ACT  
ACKNOWLEDGEMENT FORM**

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

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

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

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

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

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

Name (print): Earl Gage, Owner Date: 5/19/11  
(Name of Contract Signatory)

Signature:   
(Signature of Contract Signatory)

*EG*

**DIPLOMATIC SECURITY, LLC**

344 Commerce Way  
Pembroke, NH 03275  
603-491-1883  
Dipsec01@gmail.com

May 20, 2016

NH Department of Corrections  
Attn: Contract Administrator  
P.O. Box 1806  
Concord NH, 03302-1806

Re: Non-Disclosure of Right to Know

To Whom It May Concern,

As stated under RSA 91-A:5, IV, I am requesting that the financial portion of my In State Courier Services bid, NHDOC RFP 16-03-GFDFS be kept private and not posted publicly.

Best Regards,



Earl Gage  
Owner

