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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

August 22, 2014

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

### Requested Action

Authorize the Department of Safety, Division of State Police to enter into a contract with National Medical Services, Inc. d/b/a NMS Laboratories - New England Toxicology Services (VC#175183-P001) in an amount not to exceed \$42,000.00 for the provision of DNA identification services for the State Police Cold Case Unit. Effective upon Governor and Council approval through June 30, 2017. Funding source: 100% General Funds.

Funds are available in the SFY 2015 operating budget as follows and contingent upon availability and continued appropriations in SFY2016 and SFY 2017 with authority to adjust between fiscal years through the Budget Office if needed and justified.

	<u>SFY 2015</u>	<u>SFY 2016</u>	<u>SFY2017</u>
02-23-23-234010-18760000 Dept. of Safety – Div. of State Police – Cold Case Unit			
103-502664 Contracts for Operational Services	\$14,000.00	\$14,000.00	\$14,000.00
	<b>Total</b>	<b>\$42,000.00</b>	

### Explanation

This contract provides DNA identification services for the State Police Cold Case Unit. This DNA evidence will be used at trial and the expert witnesses will be subject to cross-examination by the defense. It is essential to use a laboratory that has a track record of providing reliable testimony. These cases will be tried by the Attorney General’s Office, Homicide Unit. NMS Laboratories has been used by numerous law enforcement agencies for the successful prosecution of homicide cases with the use of DNA evidence. As a result, they have a consistent track record in homicide cases. In addition, cold cases provide a unique need for a broad range of different types of DNA testing, including Y-STR, mitochondrial-DNA, minifiler, “touch” DNA, and other cutting edge technologies. NMS Laboratories provides a full range of these services and is equipped to advise and recommend which of these technologies would be best suited for a particular unsolved homicide case.

The Request for Proposal (RFP) was posted to the Administrative Services website and ads for this contract were placed in the Manchester Union Leader April 10, 11 and 13, 2014. State Police received proposals from Bode Technology Group, Inc.; Cellmark Forensics; NMS Laboratories; and Serological Research Institute, with NMS Laboratories submitting the lowest-priced qualified proposal.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

**ATTACHMENT 1**

<b>Program Name: DNA Identification Services</b>						
<b>RFP Score Summary</b>						
<b>RFP Criteria</b>	<b>Max Points</b>	<b>Bode</b>	<b>Cellmark</b>	<b>NMS</b>	<b>Serological</b>	
Bid Presentation	10.00	10.00	9.00	10.00	7.66	
Accreditation	10.00	10.00	10.00	10.00	10.00	
CV Qualifications	20.00	20.00	20.00	20.00	20.00	
Experience	20.00	20.00	20.00	20.00	20.00	
Turnaround Time	10.00	10.00	9.00	10.00	9.00	
Location	10.00	9.00	9.00	10.00	9.00	
Pricing	20.00	13.66	19.00	20.00	18.00	
<b>Criteria Score</b>						
	100.00	92.66	96.00	100.00	93.66	

<b>Definitions of Scoring Criteria:</b>	
<b>Bid Presentation:</b> How was the bid presented? Was it handwritten or typed? Was it all inclusive? Was it well-organized?	
<b>Accredited:</b> Is the company accredited by various forensic laboratory accreditation boards, such as ASCLD (American Society of Crime Laboratory Directors/Labory Accreditation Board)	
<b>CV Qualifications:</b> Knowledge about the type of testing New Hampshire State Police would be requesting	
<b>Experience:</b> What we know about the companies from previous experience	
<b>Turnaround Time:</b> How long from submittal of item till we receive results	
<b>Location:</b> Closer physical location is less costly for vendor testimony if needed.	
<b>Pricing:</b> Overall lowest price	
<b>Scoring Committee</b>	
<b>Sgt. Jeffrey Ladieu</b>	
Sgt. Jeffrey Ladieu is a detective with the Major Crime Unit of the New Hampshire State Police. Sgt. Ladieu joins the Case Unit with six years of homicide experience and 14 years as a law enforcement officer in this state. He has overseen the investigation of many homicide cases during his career.	
Trooper Michael Kokoski	
Trooper Michael Kokoski is a detective with the Major Crime Unit of the New Hampshire State Police. He was assigned to the unit in 2008 and has been involved in numerous homicide investigations, both current and cold cases.	
<b>Katie Swango</b>	
Katie Swango is a criminalist with the New Hampshire State Police Forensic Laboratory. She has been in the Forensic Biology Unit (serology and DNA) for six and a half years. In addition she has six and a half years experience with the California Department of Justice DNA Laboratory.	

Vendor Submission Criteria	Vendor ( Y/N )	Bode Technology Group	Cellmark Forensics	NMS Labs	Serological Research
Item 1. Three References for Similar Work.	Y	Y	Y	Y	Y
Item 2. State Vendor Application.	Y	Y	Y	Y	N
Item 3. Alternate W-9 Form.	Y	Y	Y	Y	N
Item 4. State of NH Certificate of Good Standing.	Y	N	N	Y	N
Item 5. RFP Completeness, Content Clarity	Y	Y	Y	Y	Y
Item 6. Original Response, Addenda Printouts.	Y	Y	Y	Y	N
Item 7. Timely Submission.	Y	Y	Y	Y	Y
Qualified BID ( Y/N )	Y	Y	Y	Y	Y

Vendor Award Scoring Criteria	Vendor Max Pts	1	2	3	4	AVG
A. RFP Submission Criteria Met	15	15	15	15	15	15.0
B. Quality of References	15	15	15	15	15	15.0
C. Overall Quality of Service	20	19.84	19.7	19.96	19.28	19.7
D. Professionalism	20	19.89	19.36	19.92	19.17	19.6
TOTAL PRICE OFFER	30	27	28	30	29	28.5
Criteria Score	100	96.73	97.06	99.88	97.45	97.8

Vendor Price Offer Comparison	Vendor	1	2	3	4
Total Cumulative Average Offered Price		\$1,105.12	\$762.56	\$674.28	\$700.24
Price Ranking ( LOW to HIGH )		4	3	1	2

Reviewers:

Katie Swango, Criminalist II  
 Sgt. Jeffrey Ladieu  
 TFC Michael Kokoski

KS  
 JL  
 MK

**DNA Identification Services – Vendor Submission Criteria**

(JL) Jeffrey Ladieu, Sgt. - Cold Case unit (MK) Michael Kokoski, Tr. – Cold case Unit (KS) Katie Swango – Criminalist State Forensic Lab

<b>VENDOR: <u>Bode</u></b>		JL	MK	KS			AVG.
A. Bid Presentation	10	10	10	10			10
B. Accreditation	10	10	10	10			10
C. CV Qualifications	20	20	20	20			20
D. Experience	20	20	20	20			20
E. Turnaround Time	10	10	10	10			10
F. Location	10	9	9	9			9
G. Pricing	20	14	14	13			13.66
Criteria Score	100	93	93	91			92.66

<b>VENDOR: <u>Cellmark</u></b>		JL	MK	KS			AVG.
A. Bid Presentation	10	9	9	9			9
B. Accreditation	10	10	10	10			10
C. CV Qualifications	20	20	20	20			20
D. Experience	20	20	20	20			20
E. Turnaround Time	10	9	9	9			9
F. Location	10	9	9	9			9
G. Pricing	20	19	19	19			19
Criteria Score	100	96	96	96			96

<b>VENDOR: <u>NMS</u></b>		JL	MK	KS			AVG.
A. Bid Presentation	10	10	10	10			10
B. Accreditation	10	10	10	10			10
C. CV Qualifications	20	20	20	20			20
D. Experience	20	20	20	20			20
E. Turnaround Time	10	10	10	10			10
F. Location	10	10	10	10			10
G. Pricing	20	20	20	20			20
Criteria Score	100	100	100	100			100

<b>VENDOR: <u>Serological</u></b>		JL	MK	KS			AVG.
A. Bid Presentation	10	8	8	7			7.66
B. Accreditation	10	10	10	10			10
C. CV Qualifications	20	20	20	20			20
D. Experience	20	20	20	20			20
E. Turnaround Time	10	9	9	9			9
F. Location	10	9	9	9			9
G. Pricing	20	18	18	18			18
Criteria Score	100	94	94	93			93.66

Subject:

DNA Identification services

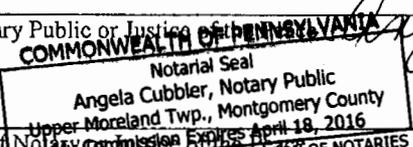
FORM NUMBER P-37 ( version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Dr., Concord, NH 03305	
1.3 Contractor Name Nat'l Medical Svcs, Inc. d/b/a NMS Labs-NE Toxicology Svcs		1.4 Contractor Address 3701 Welsh Rd., Willow Grove, PA 19090	
1.5 Contractor Phone Number (215) 657-4900	1.6 Account Number Pls. see Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation Not to exceed \$42,000.00
1.9 Contracting Officer for State Agency Colonel Robert L. Quinn		1.10 State Agency Telephone Number (603) 223-3863	
1.11 Contractor Signature <i>Pierre G. Cassigneul</i>		1.12 Name and Title of Contractor Signatory Pierre G. Cassigneul, President & CEO	
1.13 Acknowledgement: State of <u>PA</u> , County of <u>Montgomery</u> On <u>July, 2014</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 <i>Angela Cubbler</i> [Seal] 		1.13.2 Name and Title of Notary Angela Cubbler, Exp. Svcs. Coordinator II & PA Notary	
1.14 State Agency Signature <i>Elizabeth Bielecki</i>		1.15 Name and Title of State Agency Signatory Elizabeth Bielecki, Dir. of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>9/3/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

**7. PERSONNEL.**

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

Contractor Initials PC  
Date 6/6/14

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials FGC  
Date 09/14

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials PC  
Date 10/6/14

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
DIVISION OF STATE POLICE**

**EXHIBIT A**

National Medical Services, Inc. d/b/a NMS Laboratories-New England Toxicology Services, of Willow Grove, PA, is being contracted by the Department of Safety, Division of State Police Cold Case Unit to provide DNA identification services.

The vendor is responsible for performing testing of DNA evidence for solving certain cold cases. This evidence would be used at trial and the expert witness will be subject to cross-examination by the defense.

The contract will be effective upon Governor and Council approval through June 30, 2017. The State will have the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. The State shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

**EXHIBIT B**

The Contractor agrees to invoice the State of New Hampshire as work is completed. The Contractor further agrees not to exceed the contract total of \$42,000.00 for Fiscal Years 2015 through 2017 (July 1, 2014 through June 30, 2017, \$14,000.00 per Fiscal Year [per the attached price list]). The State of New Hampshire agrees to make payment of such invoices within 30 days of receipt, approval and acceptance by the State.

The appropriate account number for the P-37 form, section 1.6 is:

	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
02-23-23-234010-18760000 - Dept. of Safety – Div. of State Police – Cold Case Unit GF 103-502664 – Contracts for Operational Services	\$14,000.00	\$14,000.00	\$14,000.00

**EXHIBIT C**

Both parties agree to amending section 14 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$5,000,000.00 each occurrence. The combination of these coverages will give the State the coverage that is required by 14.1.1 of the P-37.

## DNA Identification & Related Services Price List

	Price (per sample)
<b>Confirmatory Serological Testing:</b>	
Screening for the presence of blood, semen, saliva or hair examination	\$115.00
Small item (i.e. swab, underwear)	\$ 95.00
Large item (i.e. clothing, bedding, > 10 hairs)	\$180.00
<b>DNA Screening:</b>	
DNA Screening: Extraction & Quantification of DNA (Including screening of male DNA)	\$195.00
<b>STR (Short Tandem Repeat) and YSTR DNA Analysis:</b>	
Technologies Offered: P+/CO, ID, ID+, PP16, PP16HS, Y Filler, PPY	\$390.00
Evidence Items (Including samples for Touch DNA)	\$390.00
Sexual assault	\$475.00
Skeletal remains	\$390.00
Reference/Known samples	\$245.00
Additional STR System	\$195.00
Extracted DNA from Evidence (Reagent Blank Control must be included)	\$195.00
Extracted DNA from Reference (Reagent Blank Control must be included)	\$195.00
Evidence extract	\$170.00
Reference extract	\$170.00
<b>MiniSTR Analysis:</b>	
All evidence items	\$450.00
Extracted DNA (Reagent Blanks must also be included)	\$225.00
Extract	\$195.00
<b>Legal Paternity Testing (STR Analysis)</b>	
Testing of blood or buccal samples	\$245.00
Testing of samples other than blood or buccal (i.e. bone, fetal tissue)	\$245.00
<b>Rush DNA Screening, STR, YSTR, MiniSTR and Paternity Services</b>	
Results within 1 week	\$1,475.00
Results within 2 weeks	\$1,275.00
Results within 3 weeks	\$1,075.00
<b>Mitochondrial DNA (mtDNA) Sequencing</b>	
DNA Screening: Extraction and Quantification of DNA	\$1,500.00
Bone, teeth, unmounted hair and other evidence types	\$2,500.00
Hair sample mounted on a slide	\$2,500.00
Reference sample	\$1,500.00
Extracted DNA from Evidence (Reagent Blank Control must be included)	\$800.00
Extracted DNA from Reference (Reagent Blank Control must be included)	\$800.00
Evidence Extract	\$800.00

**Additional Services:**

Expert Witness	(Per Hour)	\$250.00
Expert Witness (Local)	Capped at \$1,500.00 per day	
Consulting	(Per Hour)	\$250.00
Case Handling Fee (no testing)	(Per Qtr-3 mo.)	\$100.00

	Price (Per Sample)
Serology Screening – Small Item; 10 or fewer hairs	\$ 95.00
Serology Screening – Large Item; >10 hairs	\$180.00
DNA Screening: Extraction and Quantification of DNA (including screening of male DNA)	\$475.00
STR/YSTR DNA Analysis: Non Sexual Assault Samples (including handled/worn “touch” items)	\$390.00
STR/YSTR DNA Analysis: Skeletal remains or Sexual Assault Samples	\$475.00
STR/YSTR DNA Analysis: Reference/Known Samples (Blood or buccal swab)	\$170.00
MiniSTR DNA Analysis	\$450.00
Mitochondrial DNA (mtDNA) Sequencing: Unmounted Hair, Bones, Teeth	\$2,500.00
Mitochondrial DNA (mtDNA) Sequencing: Mounted Hair	\$2,500.00
Mitochondrial DNA (mtDNA) Sequencing: Reference/Known Samples (Blood or buccal swab)	\$1,500.00

# 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 National Medical Services, Inc. doing business in New Hampshire as NMS Laboratories-New England Toxicology Services, a(n) Pennsylvania corporation, is authorized to transact business in New Hampshire and qualified on September 23, 2005. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21<sup>st</sup> day of April, A.D. 2014

A handwritten signature in cursive script that reads "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation without Seal)

I, Michael F. Rieders, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of NMS Labs.  
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 2, 2014.  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its ~~Department of Health and Human Services~~, for the provision of Laboratory Testing ~~Department of Safety (State Police)~~ ANE services.

**RESOLVED:** That the President & CEO  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 6 day of June, 2014.  
(Date Contract Signed)

4. Pierre G. Cassigneul is the duly elected  
President & CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

*Michael F. Rieders, Ph.D.*  
(Signature of Clerk of the Corporation)

Pennsylvania  
STATE OF NEW HAMPSHIRE

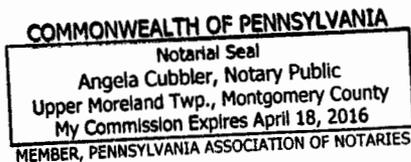
County of Montgomery

The forgoing instrument was acknowledged before me this 17th day of July, 2014.

By Michael F. Rieders.  
(Name of Clerk of the Corporation)

*Angela Cubbler*  
(Notary Public/Justice of the Peace)

Commission Expires: 4/18/16





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/18/2014

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> Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> NMS Labs 3701 Welsh Road Willow Grove PA 19090 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Travelers Property Cas Co of America		25674
	INSURER B: The Phoenix Insurance Company		25623
	INSURER C: Arch Specialty Insurance Company		21199
	INSURER D:		
	INSURER E:		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570054917972**      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		FLP005134202 General Liability	08/15/2014	08/15/2015	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
A	<b>AUTOMOBILE LIABILITY</b>  <input checked="" 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		BA-8204N122 Auto	08/15/2014	08/15/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION		FLP005134202	08/15/2014	08/15/2015	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB8217N191 Workers Comp	08/15/2014	08/15/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	E&O-PL-Primary		FLP005134202 Prof Liability	08/15/2014	08/15/2015	Aggregate Ea Med Incdnt	\$3,000,000 \$1,000,000

Certificate No : 570054917972

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

**CERTIFICATE HOLDER****CANCELLATION**

New Hampshire Dept. of Safety  
 33 Hazen Drive  
 Concord NH 03305 USA

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

*Aon Risk Services Central, Inc*

condensing unit of the Kimball Library located at 5 Academy Avenue, Atkinson, NH. Specifications for the bid are available on the Town's web site <http://www.town-atkinsonnh.com>. Sealed bids should be received at the Selectmen's Office, 21 Academy Avenue, Atkinson, NH 03811, clearly labeled "Town of Atkinson - Library Compressor" at or before 12 Noon on Friday, April 25, 2014, to be opened and read at 1 PM on Friday, April 25. For further information, please contact Town Administrator Bill Innes at (603) 362-1060 or [townadmin@atkinson-nh.gov](mailto:townadmin@atkinson-nh.gov), or Dave Weymouth, Maintenance at (603) 234-0664, or [maintenance@atkinson-nh.gov](mailto:maintenance@atkinson-nh.gov). All bids will be taken under advisement pending review and recommendation by the Town Administrator. The Board of Selectmen reserves the right to reject any or all proposals and to negotiate with the successful bidder in the best interest of the Town.

(UL - April 10, 11)

## Legal Notice

### MERRIMACK COUNTY Public Hearings Notice Community Development Block Grant Project

The Merrimack Board of Commissioners will hold 2 consecutive Public Hearings on Tuesday, April 22, 2014 at 9:00am at the County Offices, 333 Daniel Webster Highway, Suite 2, Boscawen, New Hampshire. Community Development Block Grant funds are available to municipalities through the NH Community Development Finance Authority. Up to \$500,000 annually is available for economic development, up to \$500,000 for public facility and housing projects, and up to \$500,000 for emergency activities that directly benefit low and moderate income persons. Up to \$12,000 is available per planning study grants. The subjects of the hearings are as follows:

1. A proposed application to the Community Development Finance Authority for up to \$12,000 in planning study funds to assist The Salvation Army / McKenna House transitional housing shelter for homeless people located on Fruit Street in Concord, New Hampshire with architectural services for preliminary design specifications and permitting for a potential addition. The addition to the facility will increase capacity by approximately 16 beds. The majority of the persons benefiting from The Salvation Army/ McKenna house are of low and moderate income.

2. The Residential Antidisplacement and Relocation Assistance Plan.

For persons with special needs, provisions can be made by contacting the Commissioner's Office via telephone (796-6800) or mail, at least five days prior to the public hearing.

Merrimack County Commissioners  
333 Daniel Webster Highway, Suite 2  
Boscawen, New Hampshire 03303  
(603) 796-6800

(UL - Apr. 11)

## Legal Notice

### Request for Proposals DNA Identification & Related Services - State Police Cold Case Unit

The N.H. Dept. of Safety, Div. of State Police is requesting proposals for the provision of DNA identification & related services. Please contact Jeanette Patten, Purchasing Assistant at (603) 223-3863 or [jeanette.patten@dos.nh.gov](mailto:jeanette.patten@dos.nh.gov) to obtain a bid packet. Written proposals are due by 2:00 p.m., Thursday, April 24, 2014.

UL - April 10, 11, 13)

a.m. to 4 p.m., Monday through Friday. Additional information may also be obtained by contacting Sheila Rydel at the above address and phone number. Requests for a public hearing and/or written comments filed with the Director in accordance with Env-A 621.06, and received no later than Monday, May 12, 2014, shall be considered by the Director in making a final decision.

Craig A. Wright  
Director  
Air Resources Division

(UL - Apr. 11)

## Legal Notice

### NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage deed given by **FRANK B. HARRISON II** to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR COUNTRYWIDE MORTGAGE VENTURES, LLC DBA CMV HOME LOANS, its successors and assigns, as lender, dated February 16, 2005, recorded in the Rockingham County Registry of Deeds at Book 4438, Page 1417, assigned to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-18CB, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2005-18CB, by assignment(s) recorded or to be recorded in said Registry, said assignee, in execution of said power, for mortgage conditions broken, will sell on the mortgaged premises (street address: 264 Tower Hill Road) in Candia, Rockingham County, New Hampshire, at

### PUBLIC AUCTION

on May 9, 2014 at 11:00 AM., local time, all of said holder's right, title and interest in and to the real estate described in said mortgage deed.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations or agencies claiming by, from, or under them.

Said premises will be sold subject to any unpaid taxes, liens, or enforceable encumbrances entitled to precedence over the said mortgage.

Said premises will be sold "as is" in all respects, including but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations, or others claiming by, from or under them: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

Terms of sale will be Five thousand and 00/100 Dollars (\$5,000.00) cash or certified check satisfactory to the said holder, to be paid at the time of the sale, and the balance to be paid on delivery of foreclosure deed within thirty (30) days thereafter. The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent date or dates as the holder may deem necessary or desirable.

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-18CB, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2005-18CB

1023 Waterman Avenue  
East Providence, RI 02914  
401-475-4646  
(UL - April 11, 18, 25)

## Legal Notice

### MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Alan C. Page** ("the Mortgagor(s)") to Argent Mortgage Company, LLC, dated August 4, 2005 and recorded with the Cheshire County Registry of Deeds at Book 2269, Page 0172 (the "Mortgage"), which mortgage is held by JPMC Specialty Mortgage LLC, the present holder of said Mortgage, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purposes of foreclosing the same will sell at:

Public Auction  
on  
Monday, May 5, 2014  
at  
11:00 a.m.

Said sale being located on the mortgaged premises and having a present address of 3 HASTINGS CIRCLE, HINSDALE, Cheshire County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)'s title see deed recorded with the Cheshire County Registry of Deeds in Book 1739, Page 0001.

### NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS".

### TERMS OF SALE

A deposit of Five Thousand (\$5,000.00) Dollars in the form of a certified check or bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Dated at Newton, Massachusetts, on April 7, 2014.

### JPMC SPECIALTY MORTGAGE LLC

By its Attorneys,  
Theresa M Dydzak, Esquire,  
HARMON LAW OFFICES, P.C.  
150 California Street  
Newton, MA 02458  
(603) 669-7963  
201312-0808 - PRP

(UL - April 11, 18, 25)

### Legal Notice

#### Request for Proposals DNA Identification & Related Services - State Police Cold Case Unit

The N.H. Dept. of Safety, Div. of State Police is requesting proposals for the provision of DNA identification & related services. Please contact Jeannette Patten, Purchasing Assistant at (603) 223-3863 or [Jeannette.patten@dos.nh.gov](mailto:Jeannette.patten@dos.nh.gov) to obtain a bid packet. Written proposals are due by 2:00 p.m., Thursday, April 24, 2014.  
(UL - April 10, 11, 13)

#### IS SOLICITING BIDS:

The State of New Hampshire is soliciting bids for roadway improvements on NH Route 106 (Parade Road) in Laconia. A complete invitation to Bid and project description may be obtained at <http://www.nh.gov/dot/org/administration/finance/bids/invitations/index.htm>, Project No. 16225. Plans and specifications must be purchased from the NHDOT, Finance & Contracts, 7 Hazen Drive, Room 130, Concord, NH. Sealed bids must be deposited in the Bid Box at 7 Hazen Drive, Room 112, Concord, NH, no later than 2:00 PM EST on May 1, 2014.

William J. Cass, P.E.,  
Director of Project Development  
(UL - April 10)

### INVITATION NOTICE OF PUBLIC HEARING Belmont, X-A001(183), 16203

The Commission in accordance with RSA 230:14 and the Surface Transportation and Uniform Relocation Assistance Act of 1987, have set a public hearing to discuss proposed alterations to the NH Route 106 intersection with Seavey Road in the Town of Belmont.

The meeting will be held at the Belmont High School, 255 Seavey Road, Belmont, New Hampshire on Tuesday, April 29, 2014 at 7:00 P.M.

**THE BELMONT HIGH SCHOOL WILL BE OPEN ONE-HALF (1/2) HOUR PRIOR TO THE TIME OF THE HEARING FOR THE INSPECTION OF PLANS BY ANY INTERESTED PERSONS.**

On December 4, 2013, the Governor and Executive Council appointed: Anthony Guinta, Peter Millham and Sandy Mucci as the Commission to conduct the hearing to determine whether there is the occasion for the laying out of this project.

We, the Commission, hereby give written Notice to said Petitioners and the owners of land over which said highway may pass, and to all others interested by posting a like copy in at least two (2) public places in the Town of Belmont, and leaving a like copy with the Town Clerk and Tax Collector of the Town of Belmont at least fourteen (14) days before the said day of hearing.

Relocation assistance will be furnished to each owner or tenant whose improvements or property will be acquired for this project based on their eligibility.

Interested landowners, local officials and highway users are welcome and will be given the opportunity to express their comments relative to the proposed project. The testimony will be recorded.

This project will impact wetlands or floodplains, but not have an effect on historic resources. This project is tentatively scheduled for advertising for bid in April 1, 2016.

Maps, plans, the environmental studies and other pertinent information developed by the Department, along with written views received as a result of the coordination with other agencies, is available at the Department of Transportation at the John O. Morton Building, 7 Hazen Drive, Concord, New Hampshire for inspection and copying. It is suggested you call Michael Dugas, Project Manager, at (603) 271-2604 in advance for an appointment.

Any individuals needing assistance or auxiliary communication equipment due to sensory impairment or other disability, should contact Charles R. Schmidt, P.E., Administrator of the Bureau of Right-of-Way, NHDOT, P.O. Box 483, Concord, NH 03302-0483 - TDD, access: Relay NH 1-800-735-2964. Notification of the need for assistance must be made no later than 7 days before the hearing. This project will be administered according to the requirements of Title VI of the Civil Rights Act of 1964 and related statutes to ensure nondiscrimination.

/s/ Christopher D. Clement, Sr.  
Christopher D. Clement, Sr.  
Commissioner  
NH Department of Transportation

Dated at Concord, NH this  
19th Day of March, A.D., 2014

### PETITION

To Her Excellency, the Governor, and the Honorable Executive Council:  
In accordance with RSA 230:14, I, Christopher D. Clement, Sr., Commissioner of the New Hampshire Department of Transportation, propose the reconstruction of the intersection of NH 106 and Seavey Road to improve safety in the Town of Belmont, at the locations given below:

#### Belmont, X-A001(183), 16203

This project will reconstruct the intersection of NH 106 and Seavey Road to improve safety. The proposed reconstruction of NH 106 will widen the highway to provide a northbound exclusive left turn lane, a southbound exclusive right turn lane, and paved shoulders. The work on NH 106 will extend approximately 750' south and 850' north of the intersection. The reconstruction will also reconstruct a segment of Seavey Road extending approximately 300' west of its intersection with NH 106.

This project will not impact historic resources.

Therefore, in accordance with RSA 230:14, I, Christopher D. Clement, Sr., Commissioner of the New Hampshire Department of Transportation, propose the improvements to NH 106 and Seavey Road in the Town of Belmont, New Hampshire.

/s/ Christopher D. Clement, Sr.  
Christopher D. Clement, Sr.  
Commissioner

Dated at Concord, NH this  
19th Day of November A.D., 2013  
(UL - April 3, 10)

grandparent of contract brick. However, it wasn't until 189C R.F. Foster formulated the Rule of Eleven, a gadget designed to interpret the lead.

The rule can be very valuable to either side. Many problems that arise during the play can be solved by its application. If fourth-best card is led, the rule is infallible.

Let's see how it works in today's deal. After declarer follows low from dummy to West's opening lead, the outcome rests on which heart East chooses to play. If

East dealer.

Both sides vulnerable.

#### NORTH

- ♠ Q 10 6
- ♥ Q 9 4
- ♦ K Q 6
- ♣ Q 10 5 2

#### WEST

- ♠ K 7 3
- ♥ J 8 6 5 2
- ♦ 8 2
- ♣ A 4 3

#### EAST

- ♠ 8 5 2
- ♥ K 10 7
- ♦ J 10 9 5
- ♣ 9 8 7

#### SOUTH

- ♠ A J 9 4
- ♥ A 3
- ♦ A 7 4 3
- ♣ K J 6

The bidding:

East South West North  
Pass 1 NT Pass 3 NT  
Opening lead -- five of hearts.

## JUMBLE

THAT SCR  
by Dav

Unscramble these four Jumbles, one letter to each square, to form four ordinary words.

SHULS

□ □ □ □ □

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Yesterday's Jumbles: OOWPH OCCUR  
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from airport to airport.

The Orlando Police Department, for example, has such information readily

airport policies found some parallels between a state's broader tolerance for firearms and the frequency of

# Federal agency confirms probe into deadly blaze

By JOHN ZAREMBA  
Boston Herald

BOSTON (MCT) — A federal agency that ripped the Boston Fire Department in 2009 for its handling of a West Roxbury blaze that killed two firefighters will investigate the March 26 Back Bay inferno that killed Lt. Edward Walsh and firefighter Michael Kennedy.

The National Institute of Occupational Safety and Health, an arm of the Centers for Disease Control and Prevention, confirmed the probe last week.

"The NIOSH program is intended to identify factors that contributed to firefighter deaths in an incident, as well as to provide findings and recommendations in public reports to prevent future tragedies," agency spokeswoman Nura Sadeipour said. "NIOSH does not examine issues related to legal requirements or regulatory requirements for fire departments. Those issues typically are examined by other agencies."

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The Herald reported last week that the agency had already been in contact with the Boston Fire Department.

"We've had them in, in the past, and we welcome them again," Boston Fire spokesman Steve MacDonald said last week.

The NIOSH investigation accompanies a separate probe by fire investigators, police and the Suffolk District Attorney's office. Those investigators announced last week that 298 Beacon Street went up in flames after welders working on a handrail behind a neighboring building inadvertently set the fire. Officials said the welders, working without a permit, caused sparks to drift into the clapboards of 298 Beacon Street, and that fierce winds off the nearby Charles River fueled the fire.

No one has been charged, and prosecutors pointed out last week that Massachusetts lacks a negligent-homicide statute.

A 2009 NIOSH report said poor training and incident management in the 2007 Tai Ho Restaurant fire contributed to the line-of-duty deaths of firefighters Warren Payne and Paul Cahill.

The report singled out "an insufficient occupational safety and health program, ineffective incident management system at the incident, insufficient incident management training and requirements, insufficient tactics and training, (and) ineffective communications."

The agency, citing media reports of substance abuse by both firefighters, said it was unable to obtain toxicology reports and made no comment on that aspect of the investigation.

Hearing to consider the expenditure of money from the School Construction Fund for expenses associated with a renovation and addition to the Auburn Village School. The hearing will commence at 6:00 p.m. on Tuesday, April 22, 2014 in the Media Center at the Auburn Village School. (UL - April 13)

## Legal Notice

**Request for Proposals**  
**DNA Identification & Related Services - State Police Cold Case Unit**  
The N.H. Dept. of Safety, Div. of State Police is requesting proposals for the provision of DNA identification & related services. Please contact Jeanette Patten, Purchasing Assistant at (603) 223-3863 or [Jeanette.patten@dos.nh.gov](mailto:Jeanette.patten@dos.nh.gov) to obtain a bid packet. Written proposals are due by 2:00 p.m., Thursday, April 24, 2014. (UL - April 10, 11, 13)

## Legal Notice

**REQUEST FOR QUALIFICATIONS**  
**EDS RECAPITALIZATION PROJECT**  
**FY14-805-56**  
**MANCHESTER-BOSTON REGIONAL AIRPORT**  
**MANCHESTER, NH**  
As part of the TSA's Checked Baggage Inspections System (CBIS) Recapitalization program, the Explosives Detection System (EDS) machines at Manchester-Boston Regional Airport (the Airport) are being replaced. In order to accomplish this task, the Airport is soliciting Qualifications Statements for professional Construction Management services related to the installation of new EDS machines to include modifications to the existing baggage conveying equipment, and the renovation of existing interior space to create new TSA Checked Baggage Reconciliation Areas (CBRA). **The Airport intends to do a Qualifications Based Selection (QBS) in accordance with the guidelines of the Association of General Contractors.**  
**THE PROJECT**

The CBIS Recapitalization Project will be a multi-phased project involving the replacement of 8 EDS machines with 4 machines to be provided by others. Modifications to baggage belts, controls, electrical, HVAC, lighting, and associated architectural changes will be part of the scope. Extensive coordination with the Airport, TSA, and the Airlines will be required. All Airlines operating at the Airport must be kept up and running throughout the project.

Construction costs for the Project as generally defined above, including Construction Manager's fees, are estimated between \$3.5 and \$4.5M.

Qualifications packages are available on the Airport's website: [www.flymanchester.com](http://www.flymanchester.com). Six (6) copies along with a pdf file of completed packages are due at Manchester-Boston Regional Airport Engineering & Planning Office, 6 Industrial Drive, Londonderry, NH 03053, no later than **12:00 P.M., Thursday, May 1, 2014.**

Questions should be directed to Richard Fixler, Assistant Airport Director, Engineering & Planning, by telephone at (603) 628-6211; by email [rfixler@flymanchester.com](mailto:rfixler@flymanchester.com); or by fax at (603) 628-6213.

Qualification packages may be sent to:  
Kathy Tarbox  
Manchester-Boston Regional Airport  
Engineering & Planning  
6 Industrial Drive, Suite 2  
Londonderry, NH 03053

(UL - April 13, 14)