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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

William L. Wrenn  
Commissioner  
Bob Mullen  
Director

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

July 01, 2014

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Corrections to enter into a contract with Academy Computer Services, Inc. (VC# 256055), 290 Main Street, Suite 4, Stoneham, MA 02180, in the amount of \$65,461.00 for the provision of Correctional Law Library Services effective upon Governor and Executive Council approval through December 31, 2015 with the option to renew for two (2) additional periods of up to one (1) year each. 100% Offender Funds

The requested action does not involve the expenditure of State funds, as the offenders' Inmate Recreation Fund will support the cost of the hardware, installation, maintenance and security for this computer-based, electronic on-line legal research, law library system.

**EXPLANATION**

The NH Department of Corrections seeks to provide inmates a modern method of delivering up to date, legal content (on-line legal research services) in a manner that is secure and monitored for appropriate usage. Currently, LexisNexis® provides legal content to the New Hampshire Department of Corrections via an external hard drive (EHD) supported by the Inmate Recreation Fund. The NH Department of Corrections would like to convert the EHD hardware component to an on-line content thin client system as part of the services provided by Academy Computer Services, Inc.

Academy Computer Services, Inc. will provide contractor owned hardware, installation, maintenance and monitoring services designed specifically for prison legal law library systems to establish a stand-alone network, completely separate from any State network, to deliver secure, legal content in electronic format.

Each location, NH Northern Correctional Facility (NCF), NH State Prison for Men (NHSP-M) and NH State Prison for Women (NHSP-W), will receive isolated thin client networks, separate and distinct from the Department's operational data networks, consisting of four thin clients for NCF, ten thin clients for NHSP-M and two thin clients for NHSP-W. Each system will be physically isolated from the staff network with no common data wires, switches or other network components and will function independently from one another.

Academy Computer Services, Inc. will be responsible for the installation of all contractor owned hardware components and the oversight of any network wiring required to deliver legal content to the facilities. Academy Computer Services, Inc. will be responsible for the maintenance of all hardware, repairs and replacements for the duration of the contracted services, thus warranting for damaged or defective hardware. Academy Computer Services, Inc. will provide live remote monitoring of usage, firewall (logon failures, site blocks, and external hacking attempts), server, and keg logs of the law library system through real-time observation with suspicious activity reported to the Department of Corrections.

The costs for this provision for SFY 15 will consist of an initial hardware fee in the amount of \$22,509.00 and monthly monitoring and maintenance fees prorated at 11 months (August 1, 2014 through June 30, 2015) in the amount of \$27,706.00. The costs for SFY 16 will consist of monitoring and maintenance fees, in the amount of \$15,246.00, at 6 months since the contract end date is December 31, 2015, for a total estimated contract price of \$65,461.00. The initial hardware fee is a one-time start up cost for Academy Computer Services, Inc. to acquire the necessary contractor owned hardware and components for the installation of the thin client electronic law library system (e.g. end user terminals, servers, modems, UPS, switches, firewall, surge protection, printers and etc.) for the NCF, NHSP-M and NHSP-W facilities. Monitoring and maintenance fees will consist of live remote monitoring; system(s) replacement as needed for any reason in whole or in part, updates, onsite visits, on-line access, annual software licensing and enhancements.

The New Hampshire Department of Corrections issued a request for proposal (RFP) for the provision of Correctional Law Library Services services. The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for six (6) consecutive weeks and notified three (3) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting a proposal. After the review of the proposals, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the Contract to Academy Computer Services, Inc., subject to Governor and Executive Council approval.

This RFP was scored by a three (3) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Ron Cormier, Sr. Business Systems Analyst; Daniel Tanguay, Education Director, Institutional Programs; and Kim MacKay, Former Deputy Director, MS, Medical/Forensic Services.

Respectfully Submitted,



William L. Wrenn  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doiit](http://www.nh.gov/doiit)

**Peter C. Hastings**  
*Commissioner*

July 16, 2014

William L. Wrenn  
Commissioner  
Department of Corrections  
105 Pleasant Street  
Concord, NH 03302-1806

Dear Commissioner Wrenn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Academy Computer Services of Stoneham, MA as described below and referenced as DoIT No. 2014-112.

Authorize the Department of Corrections to enter into an agreement with Academy Computer for the provision of up-to-date legal content in a secure electronic format. The Inmate Recreation Fund pays for the contract funding of \$65,461.00. The contract shall become effective on the date of Governor and Executive Council approval, through June 30, 2016. This is a self-supporting project; therefore, there is no charge to the Department of Corrections.

A copy of this letter should accompany the Department of Corrections' submission to Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/ltn  
RFP 2014-112



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William L. Wrenn  
Commissioner

Bob Mullen  
Director

July 1, 2014

Peter C. Hastings  
Commissioner  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301

**Requested Action**

Authorize the New Hampshire Department of Corrections (NHDOC) to enter into a contract with Academy Computer Services, Inc. (Vendor # 256055), 290 Main Street, Suite 4, Stoneham, MA 02180, for the provision of Correctional Law Library Services.

The requested action does not involve the expenditure of State Funds as the offenders through the Inmate Recreation Fund will support the cost of the computer based solution for the maintenance and security of an electronic legal on-line reference material law library system.

The NH Department of Corrections seeks to provide inmates a modern method of delivering up to date legal content in a manner that is secure and is monitored for appropriate usage.

Academy Computer Services, Inc. provides hardware and services designed specifically for prison legal libraries. They will provide all hardware needed to establish a stand-alone network, completely separate from any state networks to deliver secure legal content in electronic format. They will be responsible for all hardware repairs and replacements for the duration of the agreement. In addition, Academy Computer Services will provide live monitoring of the usage of the law library through the use of real-time observation, firewall monitoring and monitoring of server and key logs. Any suspicious activity will be reported to the Department of Corrections immediately. This project will be paid for in its entirety with inmate recreation funds and does not involve any state funds.

**Previous Actions**

Not Applicable

**Supporting Documentation**

RFP NHDOC 14-03-OFIP, NHDOC RFP 14-03-OFIP  
Addendum # 1, NHDOC RFP 14-03-OFIP Addendum # 1  
Addendum # 2, NHDOC RFP 14-03-OFIP Addendum # 2

**Open Standards**

Consideration of Open Standards does not apply to this service since this is a vendor operated, closed network.

**Alternatives and Benefits**

The maintenance and monitoring of the inmate law library has been an issue for many years. This system has never been part of the support agreements between DOC and DOIT. However DOIT staff has at times agreed to assist with keeping the system operational. The only alternative to this contract would be to amend the agreement between DOC and DOIT to have support added to this system. After discussions between DOC and DOIT management it was determined that third party support and monitoring of the law library was the best, most cost effective solution. Both agencies benefit by having a secure system that has better maintenance and monitoring than the agencies could provide internally. This contract will also result in a more secure legal library suitable for inmate usage.

**Impact on Other State Agencies and Municipalities**

Not Applicable

**Summary of Requested Action**

Date of most recent AITP:	2012
NHITP Initiative / Project Name:	Correctional Law Library Services
NHITP Initiative / Project Number:	_____
A&E RID#:	N/A

Requisition Information:

Vendor Name: Academy Computer Services, Inc.
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Funding Sources and Amounts:

Not applicable

CONTACT PERSON: Ron Cormier  
Sr. Business Systems Analyst  
Business Information  
State of New Hampshire  
Department of Corrections  
105 Pleasant Street  
Concord, NH 03301  
Telephone: (603) 271-4926  
[rcormier@nhdoc.state.nh.us](mailto:rcormier@nhdoc.state.nh.us)

**Certification**

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



William L. Wrenn  
Commissioner  
Department of Corrections



Linda Socha  
Information Technology Manager  
Department of Information Technology

Contract Number:

Cc: Ron Cormier, Sr. Business Systems Analyst, Business Information  
Linda Socha, DoIT IT Manager  
Leslie Mason, DoIT IT Manager  
Theresa Pare-Curtis, DoIT Director



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**Correctional Law Library Services  
RFP Bid Evaluation and Summary  
NHDOC 14-03-OFIP**

Proposal Receipt and Review:

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

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
  - a. Total Estimated Cost – 60 points
  - b. Organizational Resources and Capability – 30 points
  - c. Financial Stability – 5 points
  - d. Qualitative References – 5 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 33 of NHDOC 14-03-OFIP RFP.
  - a. The contract will be awarded to the Bidder submitting the lowest total cost to the State and the Vendor's Organizational Resources and Capability, Financial Stability, and Qualitative References are acceptable to the Department.

Evaluation Team Members:

- a. Ronald Cormier, MBA, Sr. Business System Analyst, Business Information, NH Department of Corrections
- b. Kim MacKay, Former Deputy Director, Medical/Forensic Services, NH Department of Corrections
- c. Daniel Tanguay, Education Director, Institutional Programs, NH Department of Corrections

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



**STATE OF NEW HAMPSHIRE**  
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**Correctional Law Library Services**  
**RFP Scoring Matrix**  
**NHDOC RFP 14-03-OFIP**

Respondents:

- Academy Computer Services, 290 Main Street, Suite 4, Stoneham, MA 02180
- Touch Leagal, Inc. d/b/a Touch Sonic Technologies, 2630 Mendocino Avenue, Santa Rosa, CA 95403

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most cost-effective manner.
  1. Total Estimated Cost – 60 points
  2. Organizational Resources and Capability – 30 points
  3. Financial Stability – 5 points
  4. Qualitative References – 5 points

<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	Academy Computer Services	Touch Leagal, Inc. d/b/a Touch Sonic Technologies
Total Estimated Cost	60	60	19
Organizational Resources and Capability	30	25	23
Financial Stability	5	4	3
Qualitative References	5	4	3
<b>Total</b>	<b>100</b>	<b>98</b>	<b>48</b>

Contract Award:

- Academy Computer Services, 290 Main Street, Suite 4, Stoneham, MA 02180

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**Correctional Law Library Services  
RFP Evaluation Committee Member Qualifications  
NHDOC 14-03-OFIP**

**Ronald Cormier, MBA, Sr. Business Systems Analyst, Business Information:**

Mr. Cormier has served the NH Department of Corrections in many capacities since 1999. He is currently the department's senior business analyst and has served in that role since 2005. He is responsible for project oversight of all IT related projects within the department and works closely with the Department of Information Technology. He holds a bachelor's degree in Political Science from the University of Miami and an MBA from Southern NH University.

**Daniel Tanguay, Education Director, Institutional Programs:**

Mr. Daniel Tanguay is currently the Education Director for Granite State High School, which is a Special School District within the NH Department of Corrections. Mr. Tanguay's primary responsibility is the supervision and evaluation of the Granite State High School courses and staff. In addition, Mr. Tanguay is responsible for the Library services and staff to include the oversight of budgetary requests, provide coverage in the absence of the librarian and facilitate access to the courts at all facilities and higher security housing units. Mr. Tanguay began his career with the NH Department of Corrections in 2008. He is a fully certified High School Principal, through the NH Department of Education, with an additional endorsement in the area of Mathematics Education (7-12). Before employment with the Department of Corrections, Mr. Tanguay was a Freshmen Academy Headmaster at Nashua North High School (2006-2008); Mathematics Teacher at Manchester Central High School (2003-2006); Mathematics Teacher at Nashua South High School (2002-2003); Mathematics Teacher at Granite State High School (2000-2002); and a Mathematics Teacher at Trinity High School (1998-2000).

**Kim MacKay, Former Deputy Director, MS, Medical/Forensic Services:**

Ms. MacKay, former Deputy Director of the Medical & Forensic Services Division, served in this position from December 2012. Ms. MacKay's primary responsibility in this role was to administer and supervise all treatment services for the Director of Medical & Forensic Services to include medical, behavioral and support services. Prior to Ms. MacKay's promotion to the Deputy Director position, she held the position of Administrator of Programs for the Department. Prior to her employment with the Department, Ms. MacKay held the position of Deputy Administrator at the Glenclyff Home for three years and Director of Social Services at the Speare Memorial Hospital for fourteen years. Ms. MacKay received her Bachelor's of Science in Behavioral Science from Granite State College and a Master's of Science in Community Psychology from Springfield College. Ms. MacKay's professional goal is to infuse the two work experience fields, social work and corrections, to build on a strengths-based perspective.

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Director

**Correctional Law Library Services  
Bidders List  
NHDOC RFP 14-03-OFIP**

**Academy Computer Services**

290 Main Street  
Suite 4  
Stoneham, MA 02180  
Scott Davis  
President  
(tf) 800-385-6442 ext 201  
(f) 781-279-4262  
[scott@academycomputerservice.com](mailto:scott@academycomputerservice.com)  
<http://www.academycomputerservice.com>

**SeePoint**

2619 Manhattan Beach Blvd.  
Redondo Beach, CA 90278  
Jonathan Arfin  
President  
(tf) 1-888-587-1777  
(o) 310-725-9660 ext 102  
(f) 310-535-9234  
[Jonathan.arfin@seepoint.com](mailto:Jonathan.arfin@seepoint.com)  
[www.SeePoint.com](http://www.SeePoint.com)

**Touchsonic Technologies**

2630 Mendocino Avenue  
Santa Rosa, CA 95403  
Brad Plaschke  
Chief Operating Officer  
(o) 707-526-6655 ext 125305-358-8689 ext 236  
(c) 415-377-2610  
(ef) 415-707-6666  
[bp@touchsonic.com](mailto:bp@touchsonic.com)  
[www.touchsonic.com](http://www.touchsonic.com)

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

Subject: Correctional Law Services

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

GENERAL PROVISIONS

1. IDENTIFICATION.

Form with fields for State Agency Name, Contractor Name, Completion Date, Price Limitation, Signatures, and Acknowledgements. Includes handwritten entries like 'NH Department of Corrections', 'Academy Computer Services, Inc.', 'December 31, 2015', '\$65,461.00', and signatures of Scott Davis and William L. Wrenn.

**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.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

## 14. INSURANCE.

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

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

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

**1. Purpose:**

The Contractor shall provide a computer based solution for the maintenance and security of an electronic legal on-line reference material law library system to service an inmate population within the three State of New Hampshire Correctional facilities to include but not limited to:

- 1.1. Provide all necessary hardware and installation of hardware;
- 1.2. Stand alone networking system with security features;
- 1.3. Maintenance of electronic legal reference material law library;
- 1.4. Perform all electronic updates and enhancements; and
- 1.5. Monitoring and reporting of inmate activity.

**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 January 1, 2014 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through December 31, ~~2016~~ <sup>2015</sup> with an option to renew for two (2) additional periods of up to one (1) year only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council. *SP wfu*

**3. Location of Services:**

Northern NH Correctional Facility (NCF), Berlin, NH; Southern NH Correctional Facility locations: NH State Prison for Men (NHSP-M) Main Library, Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU), Special Housing Unit (SHU), Closed Custody Unit (CCU) and Health Services, Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH which are marked with an "X" below:

<b>Northern Region – Northern NH Correctional Facility</b>			
<b>X</b>	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
<b>Southern Region – Southern NH Correctional Facilities</b>			
<b>X</b>	NH State Prison for Men – (NHSP- M)	281 North State Street	Concord, NH 03301
	Main Library	281 North State Street	Concord, NH 03301
	Secure Psychiatric Unit (SPU)/ Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
	Special Housing Unit (SHU)	281 North State Street	Concord, NH 03301
	Closed Custody Unit (CCU)	281 North State Street	Concord, NH 03301
	Health Services	281 North State Street	Concord, NH 03301
<b>X</b>	NH State Prison for Women – (NHSP-W)	317 Mast Road	Goffstown, NH 03045

- 3.1. Partial Proposals for the requested services for the Northern and/or Southern Regional Area shall not be accepted.
- 3.2. Proposals that reduce the NH Department of Corrections current functions shall not be accepted.

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**4. Current Inmate/Patient/non-Adjudicated Resident Population as of 9/27/2013:**

<b>NH Department of Corrections Current Population</b>		
Northern NH Correctional Facility (NCF)	Berlin, NH 03570	638
NH State Prison for Men – (NHSP- M)	Concord, NH 03301	1461
Secure Psychiatric Unit (SPU) / Residential Treatment Unit (RTU)	Concord, NH 03301	83
NH State Prison for Women – (NHSP-W)	Goffstown, NH 03045	125
Community Corrections	Concord, Manchester	306
<b>Current Inmate/Patient/non-Adjudicated Resident Population:</b>		<b>2613</b>

**5. Specifications for Required Scope of Services:**

5.1. Overview: The Contractor shall provide all hardware, installation, maintenance and monitoring of the NH Department of Corrections Electronic Law Library. The law library information or legal content is currently provided to the NH Department of Corrections by LexisNexis via an external hard drive. The Department would like to switch to online content from LexisNexis as part of this system implementation. The Contractor shall be expected to work with LexisNexis as needed to provide the required scope of services as outlined in this RFP at the following locations as identified in the Scope of Services, Section Three (3), Location of Services.

5.1.1. Hardware: The Contractor shall provide all necessary hardware, including but not limited to: servers, switches, firewalls, power protection, secure end user terminals and printers to allow the Department facilities and sub-locations to receive legal content. Each system shall be physically isolated from the staff network with no common data wires, switches or network components. Each system will have a secured online link to be used for maintenance, updates and surveillance of inmate population. The Contractor shall provide at a minimum eighteen (18) end user “dumb” terminals with assignments of terminals to the following locations:

<b>Location</b>	<b>Amount Dumb Terminals</b>
Northern NH Correctional Facility (NCF)	Five (5)
NH State Prison for Men – (NHSP- M)	
Main Library	Seven (7)
Secure Psychiatric Unit (SPU)/ Residential Treatment Unit (RTU)	One (1)
Special Housing Unit (SHU)	One (1)
Closed Custody Unit (CCU)	One (1)
Health Services	One (1)
NH State Prison for Women – (NHSP-W)	Two (2)

5.1.2. Installation: The Contractor shall be responsible for the installation of all hardware owned and operated by the Contractor for the delivery of legal content. In addition, the Contractor shall be responsible for any network wiring required to deliver legal content to the facilities via a State of NH approved wiring contractor.

5.1.3. Maintenance: The Contractor shall be responsible for the maintenance of all hardware owned and operated by the Contractor. Any damaged or defective end user terminals shall be replaced with new or equivalent components by the Contractor within forty-eight (48) hours, seven (7) days a week, including weekend and holidays, of notification of a problem by the Department’s Contract Liaison. The Contractor shall respond to total outage of the system and/or any one facility

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within twenty-four (24) hours, seven (7) days a week, including weekends and holidays, via answering service, on-call staff or on-site visit. Answering machines or voice mail shall not be an acceptable form of communication.

5.1.3.1. Holidays shall be based on State of NH designated holidays.

5.1.4. **Monitoring:** The Contractor shall perform ongoing monitoring of use of the system for security purposes. Monitoring of the systems may be performed remotely by the Contractor. The Contractor agrees to promptly notify the Department of any activity by end users that appears to be “unusual” and may be considered an unapproved use of the system.

5.1.5. **Printing:** System shall provide local printing solution with each law library in each location. Procedures and policies will be established by the NH Department of Corrections to administer the printing function. The Contractor shall configure the printing function to operate within that framework.

5.1.6. **Reporting:** The Contractor shall provide usage reports to the Director of Education of “unusual” events as well as other reports as agreed upon between the Contractor and the Department.

5.2. **Emergency/Act of Vandalism Services:** The Contractor shall provide “on-call” services for emergency and/or acts of vandalism services.

5.2.1. Major “on-call” services for unscheduled, emergency and/or acts of vandalism services shall require an estimate for work to be provided at no charge to the NH Department of Corrections to be approved by the Director of Education and or designee prior to any work to be performed.

5.2.2. If damage to a component and/or part is/are determined by mutual agreement of the NH Department of Corrections and the Contractor is to be an act of vandalism, the following procedures shall apply: The component(s)/part(s) shall be turned in to the Control Room for evidence and shall be accompanied by all information needed for billing the responsible party. Within forty-eight (48) hours a quote shall be faxed to the Director of Education at (603) 271-1855 with the expected costs related to the vandalism.

## **6. General Service Provisions:**

6.1. **NH Department of Corrections Contact:** The Director of Education or designee shall contact the Contractor when service is needed.

6.2. **Contractor Tools and Equipment:** The Contractor must furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the Contract. Any tools, containers and vehicles the Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.

6.3. **Rules and Regulations:** The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.

6.4. **Additional Facilities:** Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.

6.5. **Contractor Employee Information:** The Contractor shall be responsible for initiating a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or subcontractor to provide services to NH Department of Corrections. No individual convicted of a felony or misdemeanor shall be permitted to provide services.

All hires of the Contractor and/or subcontractor are contingent upon receipt of a background check and fingerprinting report(s) from the NH Department of Safety. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting.

6.5.1. 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.

6.5.2. 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 6.5.3., below.

6.5.3. 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 Division Director 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 Contract employee that was dismissed for cause;
- Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
- Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.

6.6. 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.

6.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The Contractor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the **business (no personal information)** name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

- 6.7.1. 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.
- 6.7.2. 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.
- 6.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Director of Education, 281 North State Street, Concord, NH 03301.
- 6.8. Contractor's Liaison's Responsibilities: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
  - 6.8.1. Representing the Contractor on all matters pertaining to the Contract. Such as representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract;
  - 6.8.2. Monitoring the Contract's compliance with the terms of the Contract;
  - 6.8.3. 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
  - 6.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract. 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:
  - 6.9.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract;
  - 6.9.2. Monitoring compliance with the terms of the Contract;
  - 6.9.3. 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;
  - 6.9.4. Meeting with the Contractor's representative on a periodic or as needed basis and resolving issues which arise; and
  - 6.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 6.10. Reporting Requirements: The Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
  - 6.10.1. "Unusual" reports;
  - 6.10.2. Usage reports;
  - 6.10.3. It is the intent of the NH Department of Corrections to work with the Contractor so that the Contractor can provide any reporting requirements that meets the Department's needs.

- 6.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
- 6.11.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract;
  - 6.11.2. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
  - 6.11.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies;
  - 6.11.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action; and
  - 6.11.5. 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 accreditation and/or licensure;
    - c.) Has lost or has been notified of intention to lose their federal certification and/or licensure; or
    - d.) Terminate the Contract as otherwise permitted by law.
- 6.12. Declaration of Liaison:
- 6.12.1. The Contractor shall, within (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, business address, business telephone and fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Vendor's performance under the Contract. 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.
  - 6.12.2. 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.
  - 6.12.3. 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 Contractor to assure the orderly and uninterrupted transition from one Contractor to another. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.

**7. Other Contract Provisions:**

- 7.1. 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.
- 7.1.1. 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, and/or
    - b.) As otherwise permitted by law or as stipulated within this Contract.

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

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

- 8.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or up on the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 8.2. 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.

**9. Embodiment of the Contract:**

- 9.1. The Contract between the NH Department of Corrections and the Vendor shall consist of:
- 9.1.1. The Request for Proposal (RFP) and any amendments thereto;
  - 9.1.2. The Proposal submitted by the Vendor in response to the RFP; and/or
  - 9.1.3. A 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 Commissioner of the NH Department of Corrections and the Governor and Executive Council of the State of New Hampshire.
- 9.2. 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 9.1.3. shall govern.
- 9.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, 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.

**10. Cancellation of Contract:**

- 10.1. 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.
- 10.2. 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.
- 10.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 10.4. The NH Department of Corrections reserves the right to cancel the Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

**11. 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 Contractor to assure the orderly and uninterrupted transition from one Contractor to another.

**12. Audit Requirement:**

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

**13. Additional Items/Locations:**

Upon agreement of both parties, additional equipment and/or other facilities 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.

**14. Information:**

- 14.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients/non-adjudicated residents including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- 14.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.
- 14.3. In the event of unauthorized use or disclosure of the inmate/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH Department of Corrections.
- 14.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.

**15. 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.

**16. Contractor Personnel:**

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

**17. Notification to the Contractor:**

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

**18. Special Notes:**

- 18.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 18.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
- 18.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 18.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
  - 18.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
  - 18.4.2. Secure the Contractor's written agreement to the proposed changes.
- 18.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 18.6. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.
- 18.7. All work shall be performed in a manner compliant with all existing state and federal safety laws, rules, regulations and standards including but not limited to: Equal Employment Opportunity (EEO), Immigration and Naturalization, NH Department of Environmental Services (NHDES), Occupational Safety & Health Administration (OSHA), US Environmental Protection Agency (EPA), The American with Disabilities Act (ADA), and insurance laws.

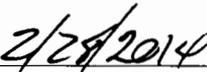
**SECTION C: Estimated Budget/Method of Payment, Exhibit B**

**1. Signature Page**

The Vendor proposes to provide Correctional Law Library 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

Scott Davis, President

NAME AND TITLE OF SIGNOR (Please Type)

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

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” 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 – Northern Region: Northern Correctional Facility (NCF)**

2.1. Hardware Fee Schedule Year 1 – Northern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost	Extended Cost
1.	1	Working, Secure, Network	Wall Rack	7u Locking doors, dual top fluid bearing fans. Metal mesh for airflow. 18" deep.		
2.	1	Working, Secure, Network	Main Computer	Academy Inmate Secure Server 196 Point lockdown process, Keylogging SW. Solid State HDD, IPMI 2.0 remote management Capability licensing for all terminals.		
3.	1	Working, Secure, Network	UPS	500 VA smart, with line conditioning, USB connection to server and SW. Cleaner power for greater uptime. Fits in cabinet above.		
4.	1	Working, Secure, Network	Firewall	Academy's custom programming makes this a strong electronic escape prevention tool. All traffic goes through it.		
5.	5	Working, Secure, Network	ISIS-Term	Academy secured terminal. 45 step modification process, 1.2 Ghz 512/512mb system/flash RAM, 19" monitor.		
6.	1	Working, Secure, Network	LC1200	Power protection for terminals. Corrects voltage variability. Protects Against spikes and line noise.		
7.	1	Working, Secure, Network	HP2055dn	Printer		
8.						
<b>Subtotal Cost:</b>						<b>\$7,583.00</b>

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

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

2.2. Maintenance, Replacement Components, Upgrades, Enhancements and Continuous Monitoring Fee Schedule Year 1 – Northern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost or Monthly Cost	Extended Cost
1.	12	Monthly	Network Field Support	Setup and maintenance of inmate secure information system, including modem rental and remote monitoring of connection, and surveillance of security logs, remote diagnostics of equipment and reboot as necessary, onsite service of entire network as required. Equipment replacement as required with new or refurbished equivalents in good working order. Single point failure components such as pre-configured, secured servers and switches are kept in buffer stock at Academy's headquarters and overnighted as needed, a technician dispatched to minimize downtime. Customer will self-install simple plug-in replacements supplied by Academy such as mice, keyboards, etc., not necessitating a technician visit.	\$848	\$10,176
<b>Subtotal Cost:</b>						\$10,176.00
<b>Year 1: NCF Total Cost:</b> (add Subtotal Cost Table 2.1 & Subtotal Cost Table 2.2)						\$17,759.00

2.3. Maintenance, Replacement Components, Upgrades, Enhancements and Continuous Monitoring Fee Schedule Year 2 – Northern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost or Monthly Cost	Extended Cost
1.	12	Monthly	Network Field Support	Setup and maintenance of inmate secure information system, including modem rental and remote monitoring of connection, and surveillance of security logs, remote diagnostics of equipment and reboot as necessary, onsite service of entire network as required. Equipment replacement as required with new or refurbished equivalents in good working order. Single point failure components such as pre-configured, secured servers and switches are kept in buffer stock at Academy's headquarters and overnighted as needed, a technician dispatched to minimize downtime. Customer will self-install simple plug-in replacements supplied by Academy such as mice, keyboards, etc., not necessitating a technician visit.	\$865	\$10,380
<b>Year 2: NCF Total Cost:</b>						\$10,380.00

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

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

**3. Estimated Budget – Southern Region: NHSP-M**  
3.1. Hardware Fee Schedule – Southern Region:

Item #	Qty	Unit of Measure	Part	Sub Location	Description	Unit Cost	Extended Cost
1.	1	Working, Secure, Network	Wall Rack	Main Library	7u Locking doors, dual top fluid bearing fans. Metal mesh for airflow. 18" deep.		
2.	1	Working, Secure, Network	Main Computer	Main Library	Academy Inmate Secure Server 196 Point lockdown process. Keylogging SW. Solid State HDD, IPMI 2.0 remote management capability licensing for all terminals.		
3.	1	Working, Secure, Network	UPS	Main Library	500 VA smart, with line conditioning, USB connection to server and SW. Cleaner power for greater uptime. Fits in cabinet above.		
4.	1	Working, Secure, Network	Firewall	Main Library	Academy's custom programming makes this a strong electronic escape prevention tool. All traffic goes through it.		
5.	7	Working, Secure, Network	ISIS-Term	Main Library	Academy secured terminal. 45 step modification process. 1.2 Ghz 512/512mb system/flash RAM. 19" monitor.		
6.	4	Working, Secure, Network	ISIS-Term	1 SPUR/TU 1 SHU 1 CCU 1 HS	Academy secured terminal. 45 step modification process. 1.2 Ghz 512/512mb System/flash RAM. 19" monitor.		
7.	5	Working, Secure, Network	LC1200	Main Library	Power protection for terminals. Corrects voltage variability. Protects against Spikes and line noise.		
8.	1	Working, Secure, Network	HP2055dh	Main Library	Printer		
9.							
10.							
<b>Subtotal Cost:</b>							<b>\$10,819.00</b>

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

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

3.2. Maintenance, Replacement Components, Upgrades, Enhancements and Continuous Monitoring Fee Schedule Year 1 – Southern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost or Monthly Cost	Extended Cost
1.	12	Monthly	Network Field Support	Setup and maintenance of inmate secure information system, including modem rental and remote monitoring of connection, and surveillance of security logs, remote diagnostics of equipment and reboot as necessary, onsite service of entire network as required. Equipment replacement as required with new or refurbished equivalents in good working order. Single point failure components such as pre-configured, secured servers and switches are kept in buffer stock at Academy's headquarters and overnights as needed, a technician dispatched to minimize downtime. Customer will self-install simple plug-in replacements supplied by Academy such as mice, keyboards, etc., not necessitating a technician visit.	\$1,224	\$14,688
<b>Subtotal Cost:</b>						\$14,688.00
<b>Year 1: NHSP-M Total Cost:</b> (add Subtotal Cost Table 3.1 & Subtotal Cost Table 3.2)						<b>\$25,507.00</b>

3.3. Maintenance, Replacement Components, Upgrades, Enhancements and Continuous Monitoring Fee Schedule Year 2 – Southern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost or Monthly Cost	Extended Cost
1.	12	Monthly	Network Field Support	Setup and maintenance of inmate secure information system, including modem rental and remote monitoring of connection, and surveillance of security logs, remote diagnostics of equipment and reboot as necessary, onsite service of entire network as required. Equipment replacement as required with new or refurbished equivalents in good working order. Single point failure components such as pre-configured, secured servers and switches are kept in buffer stock at Academy's headquarters and overnights as needed, a technician dispatched to minimize downtime. Customer will self-install simple plug-in replacements supplied by Academy such as mice, keyboards, etc., not necessitating a technician visit.	\$1,248	\$14,976
<b>Year 2: NHSP-M Total Cost:</b>						<b>\$14,976.00</b>

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

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

**4. Estimated Budget – Southern Region: NHSP-W**

4.1. Hardware Fee Schedule – Southern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost	Extended Cost
1.	1	Working, Secure, Network	Wall Rack	7u Locking doors, dual top fluid bearing fans. Metal mesh for airflow. 18" deep.		
2.	1	Working, Secure, Network	Main Computer	Academy Inmate Secure Server 68 Point lockdown process. Keylogging SW. Solid State HDD. IPMI 2.0 remote management capability licensing for all terminals.		
3.	1	Working, Secure, Network	UPS	500 VA smart, with line conditioning, USB connection to server and SW. Cleaner power for greater uptime. Fits in cabinet above.		
4.	1	Working, Secure, Network	Firewall	Academy's custom programming makes this a strong electronic escape prevention tool. All traffic goes through it.		
5.	2	Working, Secure, Network	ISIS-Term	Academy secured terminal. 45 step modification process. 1.2 Ghz 512/512mb system/flash RAM. 19" monitor.		
6.	1	Working, Secure, Network	ISIS-Term	Academy secured terminal. 45 step modification process. 1.2 Ghz 512/512mb System/flash RAM. 19" monitor.		
7.	1	Working, Secure, Network	LC1200	Power protection for terminals. Corrects voltage variability. Protects against Spikes and line noise.		
8.		Working, Secure, Network	HP2055dn	Printer		
<b>Subtotal Cost:</b>						<b>\$4,107.00</b>

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

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

4.2. Maintenance, Replacement Components, Upgrades, Enhancements and Continuous Monitoring Fee Schedule Year 1 – Southern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost or Monthly Cost	Extended Cost
1.	12	Monthly	Network Field Support	Setup and maintenance of inmate secure information system, including modem rental and remote monitoring of connection, and surveillance of security logs, remote diagnostics of equipment and reboot as necessary, onsite service of entire network as required. Equipment replacement as required with new or refurbished equivalents in good working order. Single point failure components such as pre-configured, secured servers and switches are kept in buffer stock at Academy's headquarters and overmighted as needed, a technician dispatched to minimize downtime. Customer will self-install simple plug-in replacements supplied by Academy such as mice, keyboards, etc., not necessitating a technician visit.	\$420	\$5,040
<b>Subtotal Cost:</b>						\$5,040.00
<b>Year 1: NHSP-W Total Cost:</b> (add Subtotal Cost Table 4.1 & Subtotal Cost Table 4.2)						\$9,147.00

4.3. Maintenance, Replacement Components, Upgrades, Enhancements and Continuous Monitoring Fee Schedule Year 2 – Southern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost or Monthly Cost	Extended Cost
1.	12	Monthly	Network Field Support	Setup and maintenance of inmate secure information system, including modem rental and remote monitoring of connection, and surveillance of security logs, remote diagnostics of equipment and reboot as necessary, onsite service of entire network as required. Equipment replacement as required with new or refurbished equivalents in good working order. Single point failure components such as pre-configured, secured servers and switches are kept in buffer stock at Academy's headquarters and overmighted as needed, a technician dispatched to minimize downtime. Customer will self-install simple plug-in replacements supplied by Academy such as mice, keyboards, etc., not necessitating a technician visit.	\$428	\$5,136
<b>Year 2: NHSP-W Total Cost:</b>						\$5,136.00

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

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

**5. Estimated Budget – Northern Region: NCF and Southern Region: NHSP-M and NHSP-W**

5.1. Total Cost for Year 1 (Hardware and Maintenance Fee Schedule) and Year 2 Maintenance Fee Schedule – Northern Region and Southern Region:

Column	A	B	C	D	E	F	G
Location	Hardware/ Installation Cost (Table 2.1, 3.1. & 4.1)	Quantity of Units or Months	Year 1 Monthly Fee	Year 2 Monthly Fee	Maintenance Fee Year 1 (Row Cell B*C)	Maintenance Fee Year 2 (Row Cell B*D)	Extended Cost Year 1 & 2 (Add Row Cell A, E & F)
1. NCF	\$ 7,583.00	12	\$ 848.00	\$ 865.00	\$ 10,176.00	\$ 10,380.00	\$ 28,139.00
2. NHSP-M	\$ 10,819.00	12	\$ 1,224.00	\$ 1,248.00	\$ 14,688.00	\$ 14,976.00	\$ 40,483.00
3. NHSP-W	\$ 4,107.00	12	\$ 420.00	\$ 428.00	\$ 5,040.00	\$ 5,136.00	\$ 14,283.00
<b>Subtotal Column: (A, E &amp; F)</b>	\$ 22,509.00				\$ 29,904.00	\$ 30,492.00	\$ 82,905.00
<b>Total Cost: (Add Column G Cells for Row 1, 2 &amp; 3)</b>							<b>\$ 82,905.00</b>

5.2. For budgeting purposes:

- 5.2.1. Original Service Period shall be designated as Year 1 (January 1, 2014 – December 31, 2014) & Year 2 (January 1, 2015 – December 31, 2015);
- 5.2.2. Optional Renewal Periods, if exercised, for Maintenance, Replacement Parts/Components, Upgrades, Enhancements and Continuous Monitoring for Year 3 (January 1, 2016 – December, 2016) & Year 4 (January 1, 2017 – December, 2017) shall be the Contractor amounts as identified in the Maintenance Fee Schedules (Table 2.3, Table 3.3 & Table 4.3).

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**6. Method of Payment:**

- 6.1. 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> of the month following the month in which services are provided.
- 6.2. Invoices shall be submitted no later than sixty (60) days post date of services rendered.
- 6.3. Invoices shall be sent to the NH Department of Corrections, c/o Director of Education, 281 North State Street, Concord, NH 03301.
- 6.4. Once approved, the original invoices shall be forwarded to the Accounts Payable unit of the Department's Bureau of Financial Services for processing.
- 6.5. The NH Department of Corrections may make adjustments to the payment amount identified on a Vendors 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.
- 6.6. The NH Department of Administrative Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information, but not limited to:
  - 6.6.1. Invoice date & number;
  - 6.6.2. Description of services rendered;
  - 6.6.3. Dates of said service(s); and
  - 6.6.4. Cost of parts and/or service.
- 6.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

**7. Appropriation of Funding:**

- 7.1. 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.
  - 7.1.1. 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.
  - 7.1.2. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the Contract.

**Section D: Special Provisions, Exhibit C**

**1. Special Provisions:**

- 1.1. To amend the Insurance provision, section 14.3, of the original P-37 contract by changing the last sentence of the clause to: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

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

William L. Wrenn  
Commissioner

Bob Mullen  
Director

**ADDENDUM # 1 to RFP 14-03-OFIP**

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

**RFP: 14-03-OFIP Correctional Law Library Services**

RFP Deadline: November 8, 2013, no later than 2:00 EST

- (1) Addendum Descriptor: Change/Correction/Clarification: Request for Proposal (RFP), Terms and Conditions, Section 35. Schedule of Events (Timetable):, 35.1. Table of Events and Important Dates; Notation, p. 10 of 35.

**Delete: Note:** The above Table of Events and Important Dates may be altered at any time by the Department with the exception of No. 6: "Proposals Due." The Vendor's "Proposals Due" date cannot be changed in order to maintain the integrity of the public contract procurement process of the State of New Hampshire. Notice of any such changes will be posted on the NH Department of Corrections website and will be entitled *Table of Events and Important Date*.

**Insert: Note:** The above Table of Events and Important Dates may be altered at any time by the Department with the exception of No. 7: "Proposals Due." The Vendor's "Proposals Due" date cannot be changed in order to maintain the integrity of the public contract procurement process of the State of New Hampshire. Notice of any such changes will be posted on the NH Department of Corrections website and will be entitled *Table of Events and Important Date*.

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

State of NH, Department of Corrections  
Bureau of Institutional Programs

RFP 14-03-OFIP, closing date: 11/8/2013

Vendor Initials: SD



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

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

William L. Wrenn  
Commissioner

Bob Mullen  
Director

**ADDENDUM # 2 to RFP 14-03-OFIP**

**RFP: 14-03-OFIP Correctional Law Library Services**

- (1) Addendum Descriptor: Change/Correction/Clarification: Scope of Services, Exhibit A, Section Section 5. Specifications for Required Scope of Services, paragraph 5.1. Overview: p. 16 of 35.

**Delete:** "The Contractor shall provide all hardware, installation, maintenance and monitoring of the NH Department of Corrections Electronic Law Library."

**Insert:** "The Contractor shall provide all hardware, installation, maintenance, connectivity and remote monitoring of the NH Department of Corrections Electronic Law Library to provide an end-to-end solution supported by the Contractor."

**Delete:** "The Contractor shall be expected to work with LexisNexis as needed to provide the required scope of services as outlined in this RFP at the following locations as identified in the Scope of Services, Section Three (3), Location of Services."

**Insert:** "The Contractor shall be expected to have access to the legal content and security and work with LexisNexis to include all troubleshooting issues as it relates to LexisNexis, as needed, to provide the required scope of services as outlined in this RFP at the following locations as identified in the Scope of Services, Section Three (3), Location of Services."

- (2) Addendum Descriptor: Change/Correction/Clarification: Scope of Services, Exhibit A, Section Section 5. Specifications for Required Scope of Services, subparagraph 5.1.3. Maintenance: p. 16 of 35.

**Delete:** "The Contractor shall be responsible for the maintenance of all hardware owned and operated by the Contractor."

**Insert:** "The Contractor shall be responsible for the maintenance of all hardware owned and operated by the Contractor including but not limited to system patches, operating system maintenance, server patches, server support, end user support and replacement of defective hardware within the timeframe specified below."

- (3) Addendum Descriptor: Change/Correction/Clarification: Scope of Services, Exhibit A, Section Section 5. Specifications for Required Scope of Services, subparagraph 5.1.5. Printing: p. 17 of 35.

**Delete:** "Procedures and policies will be established by the NH Department of Corrections to administer the printing function."

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

**Insert:** “The NH Department of Corrections Librarian shall work in conjunction with the Contractor to administer the print function. Inmate print jobs shall be held in queue and not printed by the system and shall be approved or disapproved by the NH Department of Corrections Librarian for printing. If approved, print-outs shall be printed by the NH Department of Corrections Librarian via an administrative account.”

- (4) Addendum Descriptor: Change/Correction/Clarification: Scope of Services, Exhibit A, Section Section 5. Specifications for Required Scope of Services, subparagraph 5.1.6. Reporting: p. 17 of 35.

**Delete:** “The Contractor shall provide usage reports to the Director of Education of “unusual” events as well as other reports as agreed upon between the Contractor and the Department.”

**Insert:** “As this system will be used by inmates, certain security concerns arise over the inmate’s proper usage of the system. The Contractor shall be responsible for monitoring of that usage and reporting any activity that appears contrary to the intended use of the system. “Unusual” activity may include, but is not limited to, attempts to breach the systems security, attempts to gain Internet access beyond the system and the improper acquisition of information on other inmates. Any detection of any “unusual” activity shall be reported as soon as possible to the Director of Education at the NH Department of Corrections.” The Contractor, limited by system capabilities and governed privacy laws, may be able to provide other reports, on request, as mutually agreed upon between the Contractor and the Department.”

# 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 Academy Computer Services Inc, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on August 23, 2013. I further certify that all fees 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 18<sup>th</sup> day of February, A.D. 2014

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

William M. Gardner  
Secretary of State



# State of New Hampshire 2014 ANNUAL REPORT

The following information shall be given as of January 1  
preceeding the due date Pursuant to RSA 293-A:16.22.  
**REPORT DUE BY April 1, 2014**  
ANNUAL REPORTS RECEIVED AFTER THE DUE DATE  
WILL BE ASSESSED A LATE FEE.

Filed  
Date Filed: 01/09/2014  
Business ID: 696567  
William M. Gardner  
Secretary of State

ACADEMY COMPUTER SERVICES INC  
290 MAIN STREET SUITE 4  
STONEHAM, MA 02180

ADDRESS OF PRINCIPAL OFFICE:  
290 MAIN STREET SUITE 4  
STONEHAM, MA 02180  
REGISTERED AGENT AND OFFICE:  
DOCUSEARCH, INC.  
63 PLEASANT STREET  
CONCORD, NH 03301

ENTITY TYPE: CORPORATION  
BUSINESS ID: 696567  
STATE OF DOMICILE: DELAWARE  
COMPUTER SERVICES.

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.  
 The new mailing address \_\_\_\_\_  
 The new principal office address \_\_\_\_\_  
PO Box is acceptable.

OFFICERS BOARD OF DIRECTORS  
NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). (MUST LIST AT LEAST ONE OFFICER BELOW) A NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). (MUST LIST AT LEAST ONE DIRECTOR BELOW) B  
PRES. Scott Davis NAME .....  
STREET 290 Main St. STREET .....  
Suite 4 CITY/STATE/ZIP Stoneham MA 02180 CITY/STATE/ZIP .....  
NAME .....  
STREET .....  
CITY/STATE/ZIP .....  
NAME .....  
STREET .....  
CITY/STATE/ZIP .....  
NAME .....  
STREET .....  
CITY/STATE/ZIP .....  
NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

To be signed by an officer, director, or any other person authorized by the board of directors.  
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.  
Sign here: Scott Davis  
Please print name and title of signer: Scott Davis / PRESIDENT  
NAME TITLE

FEE DUE: \$100.00 E-MAIL ADDRESS (OPTIONAL):



069656720141007

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

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

**CERTIFICATE OF AUTHORITY/VOTE**  
(Corporation with Notary Seal)

I, Matthew Bistany, do hereby certify that:  
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of Academy Computer Services, Inc.  
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 28, 2014.  
(Date given authority)

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

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of June 23<sup>rd</sup>, 2014 and as they were at the time of the original signature of  
(Today's Date)  
February 28, 2014.

4. Scott Davis (is/are) the duly elected of President  
(Name of Contact Signatory) (Title of Contract Signatory)

of the Corporation.

Matthew Bistany  
(Signature of the Clerk of the Corporation)

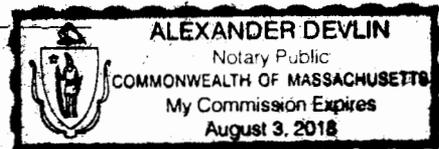
STATE OF Massachusetts  
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 23 day of  
June, 2014, by Matthew Bistany  
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)

Alexander Devlin  
Notary Public / Justice of the Peace

Commission Expires: 08/03/2018



**CERTIFICATE OF AUTHORITY/VOTE**

(Corporation with Notary Seal)

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

1. I am a duly elected Clerk of Academy Computer Services, Inc.  
(The Corporation)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 2/28/2014.  
(Date given authority)

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

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 2/28/2014.  
(Date Contract Signed)

4. Scott Davis (is/are) the duly elected of President.  
(Name of Contact Signatory) (Title of Contract Signatory)

of the Corporation.

Matthew Bistany  
(Signature of the Clerk of the Corporation)

STATE OF Massachusetts

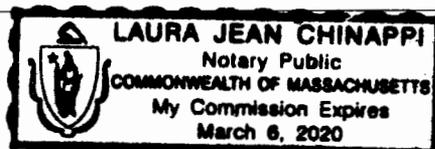
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 20 14, by MATTHEW BISTANY.  
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)

Laura Jean Chinappi  
Notary Public / Justice of the Peace

Commission Expires: \_\_\_\_\_



## Resolution

RESOLVED, that the Corporation enter into a contract with the New Hampshire Department of Corrections for the general purposes of servicing the inmate law library equipment and all upon such terms and conditions as are set forth in an agreement between the parties as annexed hereto.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of Academy Computer Services, a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the board and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on February 28, 2014 and that said resolution is now in full force and effect without modification or rescission.

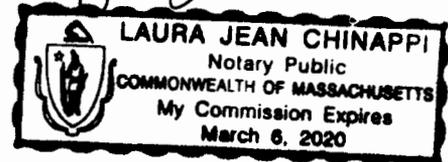
IN WITNESS WHEREOF, I have executed my name as Secretary and have had this Resolution duly notarized. this 28, day of February 2014.

*Matthew Blynn*

---

Secretary

*Laura Jean Chinappi*  
NOTARY





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/9/2013

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> LoPriore Insurance Agency 426 Main Street Suite 2  Stoneham MA 02180	<b>CONTACT NAME:</b> House Account <b>PHONE (A/C No. Ext):</b> (781) 438-1375 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C No.):</b> (781) 438-6790													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Penn America Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Penn America Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:															
<b>INSURED</b> Academy Computer Services 290 Main Street Suite 4  Stoneham MA 02180															

**COVERAGES**      **CERTIFICATE NUMBER:** CL139904249      **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.

NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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			PAC6962853	10/05/2013	10/05/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<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			N/A			WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

New Hampshire Dept. of Correctins  
Division of Administration  
Contract/Grant Unit  
105 Pleasant Street  
PO Box 1806  
Concord, NH 03302-1806

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Diana Ritchie/DIANA



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2013

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> LoPriore Ins Agency 426 Main St 2 Stoneham, MA 02180	<b>CONTACT NAME:</b> Berkley Assigned Risk Services	
	<b>PHONE:</b> (AG No. Ext.) 800 634-4589	<b>FAX:</b> (AG No.) (966) 215-8118
<b>E-MAIL ADDRESS:</b> PolicyServices@berkleyrisk.com		
<b>INSURER AFFORDING COVERAGE</b>		<b>NAIC#</b>
<b>INSURER A:</b> Acadia Insurance Co		31325
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 Academy Computer Services  
 290 Main Street Suite 4  
 Stoneham, MA 02180

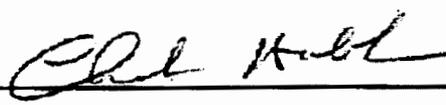
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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.

NR LTR	TYPE OF INSURANCE	ADDL INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	AUTOMOBILE LIABILITY						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC-20-20-005011-00	08/30/2013	08/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 2,000,000 EL DISEASE -EA EMPLOYEE \$ 2,000,000 EL DISEASE -POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

Election Category	Elect. Status	Name	Coverage State(s)	All Entities/Locations

<b>CERTIFICATE HOLDER</b>  NH Department of Corrections PO Box 1806 Concord, NH 03302	<b>CANCELLATION</b> 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  Signature: 

**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.

\$250,000 Per Claim.    \$2,000,000 Per Incident/Occurrence.    \$2,000,000 General Aggregate

Scott Junio, President  
Signature & Title

2/28/2014  
Date

This acknowledgement must be returned with your proposal.

N.H. DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

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

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

COR 307.03 Searches and Inspections Authorized.

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

<u>Scott Davis</u> Name	<u><i>Scott Davis</i></u> Signature	<u>2/28/2014</u> Date
<u><i>Matthew Bistany</i></u> Witness Name	<u><i>Matthew Bistany</i></u> Signature	<u>2/28/2014</u> Date

N.H. 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.

Scott Davis  
Name

*Scott Davis*  
Signature

2/28/2014  
Date

*Matthew Bistany*  
Witness Name

*Matthew Bistany*  
Signature

2/28/2014  
Date

N.H. 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.

Scott Davis  
Name

*Scott Davis*  
Signature

2/28/2014  
Date

Matthew Bistany  
Witness Name

*Matthew Bistany*  
Signature

2/28/2014  
Date

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

**1.00 Definitions**

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

**2.00 Responsibilities of the Contracting Government Agency.**

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

**3.00 Responsibilities of the Contractor.**

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

**4.00 Security Violations.**

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

#### 5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

#### 6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

*Matthew Bistany* *Matthew Bistany*

Printed Name/Signature of Contractor Employee

*2/28/2014*

Date

*Scott Davis* *Scott Davis*

Printed Name/Signature of Contractor Representative

*2/28/2014*

Date

*Academy Computer Services, Inc. President*

Organization and Title of Contractor Representative



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF CORRECTIONS**  
**DIVISION OF ADMINISTRATION**  
 P.O. BOX 1806  
 CONCORD, NH 03302-1806  
 603-271-5610 FAX: 603-271-5639  
 TDD Access: 1-800-735-2964

William L. Wrenn  
 Commissioner  
 Bob Mullen  
 Director

**PRISON RAPE ELIMINATION ACT**  
**ACKNOWLEDGEMENT FORM**

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

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

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

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

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 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): Scott Davis Date: February 28, 2014  
 (Name of Contract Signatory)

Signature: Scott Davis  
 (Signature of Contract Signatory)