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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: 888-908-6609  
 TDD ACCESS: 1-800-735-2964  
 www.nh.gov/nhdoc

43A

HELEN E. HANKS  
 COMMISSIONER

PAUL D. RAYMOND, JR.  
 ASSISTANT COMMISSIONER

March 15, 2024

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

**REQUESTED ACTION**

Authorize the NH Department of Corrections (NHDOC) to enter into a contract with Pro City Facilities Inc. (VC #226114), 8030 S. Willow Street, Manchester NH 03103 in the amount of \$142,000.00, for the provision of professional kitchen cleaning services, with the option to renew for one (1) additional period of up to two (2) years, effective upon Governor and Executive Council approval for the period beginning April 1, 2024 through March 31, 2025. 100% General Funds.

Funds are available in FY 2024 and FY 2025, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Funding is available in account, *NH Correctional Facility/Women*: 02-46-46-463510-33740000-102-500731 as follows:

Pro City Facilities Inc				
Account	Description	FY 2024	FY 2025	Total
02-46-46-463510-33740000-102-500731	Contract for Program Svs	\$35,500.00	\$106,500.00	\$142,000.00
<b>Total Contract Amount</b>				<b>\$142,000.00</b>

**EXPLANATION**

This contract is for the provision of industrial kitchen cleaning services for the NH State Prison for Men (NHSP-M) and NH Correctional Facility for Women (NHCF-W). Professional cleaning services include quarterly deep cleaning of all floors, walls, hallways, equipment and serving areas at NHSP-M and NHCF-W.

In Correctional Settings, as cited by the Centers for Disease Control and Prevention (CDC), people who are incarcerated are at increased risk for foodborne disease outbreaks. A study published in the American Journal of Public Health June 7<sup>th</sup>, 2017 analyzed data from the CDC associated with outbreak surveillance systems to describe correctional institution outbreaks from 1998 to 2014 and compared them with other foodborne outbreaks. This study found that people incarcerated experienced six times more outbreak-associated foodborne illnesses (per 100,000 people) during 1998-2014 than people who are not incarcerated. The NHDOC Division of Medical & Forensic Services provides healthcare oversight and recommends this contract as a prevention measure as aligned with taking a proactive public health approach

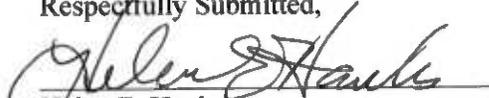
to the management of our food services. In addition, this contract aligns the NHDOC Division of Medical & Forensic Services in affirming our department's standard compliance to our comprehensive institutional program that includes surveillance, prevention, and control of communicable diseases as outlined in the 2018 National Commission on Correctional Health Care: Standards for Health Services in Prisons [P-B-02:essential; P-D-05: essential]. Due to the significance of maintaining proper sanitation of food services areas to prevent a public health outbreak of foodborne disease outbreaks, the American Corrections Association also has a standard [5-ACI-2E-06] including assuring sanitation of food preparation services. Maintaining appropriate health in our correctional facilities for those in our custody is enhanced through the award of this contract.

The NH Department of Administrative Services (DAS) will be soliciting a bid for a statewide service contract for industrial cleanings in the next six (6) months. This request is for a one (1) year period with option to extend for two (2) additional years, if needed, while the bid is solicited and awarded by DAS.

The Request for Proposal (RFP) was posted on the NHDOC website: <https://www.corrections.nh.gov> and the DAS website: <https://apps.das.nh.gov/bidscontracts/bids.aspx> for three (3) consecutive weeks and fourteen (14) potential vendors were notified of the RFP posting. As a result of the issuance of the RFP, one (1) vendor responded by submitting their proposal in accordance with the RFP Terms and Conditions in the amount of \$142,000.00.

This RFP was scored utilizing a consensus methodology by a two (2) person evaluation committee. The evaluation committee consisted of the following NHDOC employees: Heidi Laramie, Administrator of Logistical Services and Jason Newton, Assistant Administrator of Logistical Services.

Respectfully Submitted,



Helen E. Hanks  
Commissioner



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OFFICE OF ADMINISTRATION

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Helen M. Hanks  
Commissioner

Lisa M. Stone  
Director

**RFP Bid Evaluation and Summary**  
**Industrial Cleaning of DOC Kitchens**  
**NHDOC 2024-08**

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 personnel to act as an evaluation team. Proposals will not be publicly opened. Upon receipt, the proposal information will be disclosed to the evaluation committee members only.
- The Department uses a consensus scoring methodology to evaluate submitted Proposals. The Department reserves the right to waive any irregularities, minor deficiencies, and informalities that it considers not material to the proposal.
- The RFP does not commit the Department to award a contract. The Department reserves the right to reject any and all proposals; to cancel the RFP; and to solicit new proposals under a new acquisition process.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the evaluation criteria. Specific criteria are:
  - a. Evaluation Scoring – **Pro City Facilities Services, Inc.**
    - i. Technical Proposal – 50 points
    - ii. Cost Proposal – 50 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 F of NHDOC 2024-08 RFP.
  - a. Contract(s) may be awarded to a Bidder submitting a response that demonstrates the required capabilities and approach as identified in the RFP and does not reduce the current functions of the Department.

Evaluation Team Members:

- a. Heidi Laramie, Administrator IV, Logistical Services
- b. Jason Newton, Assistant Administrator I, Logistical Services

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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team



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HELEN E. HANKS  
COMMISSIONER

LISA M. STONE  
DIRECTOR

**RFP Scoring Matrix**  
**Industrial Cleaning of DOC Kitchens**  
**NHDOC 2024-08**

Respondents Name & Address:

- *Pro City Facilities Services Inc*  
8030 S. Willow Street  
Unit 3-1  
Manchester NH 03103

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
  1. Technical Proposal – 50 points
  2. Cost Proposal – 50 points

<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>Pro City Facilities</i>
<i>Technical Proposal</i>	40	
<i>Capability to Perform</i>		20
<i>Availability to Perform</i>		10
<i>Demonstration</i>		10
<i>Financial Statements</i>	5	5
<i>References</i>	5	5
<i>Cost Proposal</i>	50	50
<b>Total</b>	<b>100</b>	<b>100</b>

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS

NEW HAMPSHIRE CORRECTIONAL FACILITY  
281 North State Street  
Concord, NH 03301  
603-271-1888

Helen E. Hanks  
Commissioner

Lisa Stone  
Director

Heidi H. Laramie  
Administrator IV

**Heidi H. Laramie, Administrator IV, Logistical Services**

Heidi H. Laramie is the Administrator of Logistics. In this capacity she oversees all maintenance, warehousing, laundry services, food services, and fleet management for all NH Department of Corrections facilities. Ms. Laramie has two years of experience with the NH Department of Corrections. Prior to her tenure with Corrections, she worked as a Safety Inspector with the NH Department of Labor, and in the private sector in facilities and operations management in the retail and construction industries.

**Jason Newton, Assistant Administrator I, Logistical Services**

Jason Newton is the Assistant Administrator of Logistics. In this capacity he assists in oversight of all maintenance, warehouse, laundry and food service for the Concord Men's and Women's facilities. Mr. Newton has 11 years of experience with the NH Department of Corrections. Prior to Corrections, he had 11 years at the NHDOT Traffic bureau as a sign shop and building manager.

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HELEN E. HANKS  
COMMISSIONER

LISA M. STONE  
DIRECTOR

RFP BIDDERS LIST  
Industrial Cleaning of DOC Kitchen Services  
NHDOC024-08

All Bright Janitorial Service  
290 W. River Road, Unit 5  
Hooksett NH  
603-518-5329  
[info@allbrightjs.com](mailto:info@allbrightjs.com)

SJ Services  
235 Newbury Street  
Danvers MA 01923  
[ovega@sj-services.com](mailto:ovega@sj-services.com)

ServiceMaster Clean  
11 Mark Drive  
Allentown NH  
603-369-6131  
[patty@servicemaster-da.com](mailto:patty@servicemaster-da.com)

Jani Solutions of New Hampshire LLC  
50 Northwestern Drive, Suite 9A  
Salem, NH 03079 978-799-4627  
[radolka@janisolutions.com](mailto:radolka@janisolutions.com)

ServPro of Concord  
6 Tallwood Drive  
Bow NH  
603-225-2825  
[pcataldo@servproconcord.net](mailto:pcataldo@servproconcord.net)

Care America Property Services, Inc.  
P.O. Box 148  
Dover, NH 03821  
603-742-0555  
[Katie@caream.com](mailto:Katie@caream.com)

Jay McKenna Cleaning  
10 Surrey Lane  
Merrimack, NH 03054 603-345-5187  
[jmcke52403@aol.com](mailto:jmcke52403@aol.com)

Coll's Cleaning & Carpet Care  
67 California Street, Suite 2 PO Box 10203  
Swanzy, NH 03446  
603-357-5533  
[pcoll@collscleaningservice.com](mailto:pcoll@collscleaningservice.com)

Mójo Corp DBA GFS Building Maint.  
5 Priscilla Lane  
Auburn, NH 03032  
603-404-2106  
[mgoin@gfsservices.com](mailto:mgoin@gfsservices.com)

Newfound Cleaning LLC  
204 Pinnacle Hill Rd  
New Hampton, NH 03256  
603-680-0506  
[Newfoundcleaning@icloud.com](mailto:Newfoundcleaning@icloud.com)



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HELEN E. HANKS  
COMMISSIONER

LISA M. STONE  
DIRECTOR

EDSCO Property Services  
PO Box 3524  
Concord NH, 03301  
603-369-6184  
[Ed@EDSCOPropertyServices.com](mailto:Ed@EDSCOPropertyServices.com)

Pro City Facilities Inc  
100 Willow Street, Suite 9  
Manchester, NH 03103  
603-854-0641  
[caugosto@procityfacilitieservices.com](mailto:caugosto@procityfacilitieservices.com)

Richen Management, LLC  
135 East Main Street Dover  
Foxcroft ME, 04426  
207-270-3141  
[richenmanagement@aol.com](mailto:richenmanagement@aol.com)

Steri Clean, LLC  
PO Box 1115  
Londonderry, NH 03053  
603-505-7456  
[sniemaszyk@stericleanonline.com](mailto:sniemaszyk@stericleanonline.com)

FORM NUMBER P-37 (version 2/23/2023)

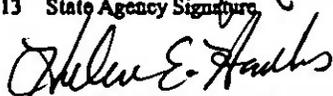
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806 Concord, NH 03302	
1.3 Contractor Name Pro City Facilities Inc (VC 226114)		1.4 Contractor Address 8030 S. Willow Street, Unit 3-1 Manchester NH 03102	
1.5 Contractor Phone # 603-518-5869	1.6 Account Unit and Class 02-46-46-465010-82430000- 101-500729	1.7 Completion Date March 31, 2025	1.8 Price Limitation \$142,000.00
1.9 Contracting Officer for State Agency Jason Newton		1.10 State Agency Telephone Number 603-271-1858	
1.11 Contractor Signature  Date: 3/7/24		1.12 Name and Title of Contractor Signatory Christian Augusto, President	
1.13 State Agency Signature  Date: 3/13/2024		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, Or: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: March 12, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *OA*  
Date *3/7/24*

**2. 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 B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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 with respect to the subject matter hereof.

**INDUSTRIAL CLEANING FOR  
DOC KITCHENS SERVICE AGREEMENT**

**NH Correctional Facility for Women and NH State Prison for Men**

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("NHDOC" or "Department"), and Pro City Facilities Inc. ("Contractor") (VC #226114), 8030 S. Willow Street, Unit 3-1, Manchester NH 03103.

WHEREAS, the State and the Contractor have agreed for the Contractor to provide professional industrial cleaning of two (2) kitchen facilities for the NH Department of Corrections in Concord NH.

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

**EXHIBIT A**

**SPECIAL PROVISIONS**

There are no special provisions of this contract.

**EXHIBIT B**

**SCOPE OF SERVICES**

The following is a description of services to be provided by the Contractor for the provision of industrial cleaning of kitchens for NHDOC, NH Correctional Facility for Women (NHCF-W), 42 Perimeter Road, Concord NH 03301 and NH State Prison for Men (NHSP-M), 281 North State Street, Concord NH 03301, as outlined in RFP NHDOC 2024-08.

1. **PURPOSE:** To provide quarterly industrial cleaning of kitchen service areas for NHDOC.
2. **TERM OF CONTRACT:** The term of the contract will be for one (1) year from the date of approval and is anticipated to be effective upon Governor and Executive Council (G&C) approval for the period beginning April 1, 2024 through March 31, 2025. The Department may extend contracted services for one (1) additional period of up to two (2) years, at the sole option of the State, subject to the parties' prior written agreement on terms and applicable fees for each extended term contingent upon satisfactory Contractor performance, continued funding and Governor and Executive Council approval.
3. **SERVICE LOCATIONS:** Professional cleaning services shall be performed at the following NHDOC locations.

NH Department of Corrections Correctional Facilities		
<input checked="" type="checkbox"/>	NH State Prison for Men (NHSP-M)	281 North State Street, Concord NH 03301
<input checked="" type="checkbox"/>	NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road, Concord NH 03301

4. **SCOPE OF WORK:**

The following is a description of the industrial cleaning for NHDOC kitchens with Pro City Facilities Inc.

  - 4.1. Professional cleaning services to include but not limited to, after hours deep cleaning on a quarterly basis.
  - 4.2. Includes all labor, material, tools/equipment and supplies.
  - 4.3. Cleaning of all high impact and hard-to-reach areas.

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- 4.4. Use of compliant cleaning solutions resulting in clean and ready-to-go use of kitchen and equipment.
- 4.5. NHSP-M
- a. 1<sup>st</sup> Floor Kitchen including one (1) back dry storage area, one (1) front dry storage area, hallways and one (1) bakery (bakery area will be relocated to 2<sup>nd</sup> floor in future).
  - b. 2<sup>nd</sup> Floor, two (2) dining halls, two (2) serving line areas, special diets prep area, dishwashing area, and stairs.
  - c. Estimated Square Footage: 19,049
- 4.6. NHCF-W
- a. 1<sup>st</sup> Floor Kitchen and two (2) dining areas including one (1) dry storage area.
  - b. Estimated Square Footage: 4,884
- 4.7 Minimum Required:
- a. Machine scrub or pressure wash tile and concrete floors which would include moving any equipment that is not attached to clean underneath.
  - b. Hand scrub base boards which would include moving any equipment that is not attached to access.
  - c. Hand wash walls which would include moving any equipment that is not attached to clean behind.
  - d. Cleaning of lower portions of all stainless-steel tables, prep tables, equipment, and machines in all areas of the kitchens, which would include moving any equipment that is not attached.
  - e. Surface cleaning of ovens, refrigerators, dishwashers, sinks, floor stands/equipment, and exterior of exhaust hood system.
  - f. Cleaning schedule will be mutually agreed upon between NHDOC and Contractor, after hours with security clearance. NHSP-M facility may require up to three (3) nights of service per visit; NHCF-W facility will require one (1) night of service per visit.
  - g. Contractor Sign-In Sheet: Contractor staff shall be expected to show company identification, and sign-in and out of the corresponding facility receiving services. At a minimum, Contractor staff shall provide their company name, personal first and last name, time-in and time-out, date of service and may be required to provide vehicle make, model and license plate number.
  - h. Commercial and industrial cleaning must comply with National Fire Protection Association Standard-96 (NFPA) and Association for Healthcare Environment (AHE).
  - i. Contractor shall be licensed, bonded, and insured for hazardous chemicals and industrial equipment.
  - j. Reporting: Contractor shall provide an end-of-service summary report detailing all areas that were cleaned and noting any problems encountered which prevented any areas/items listed in paragraphs 1 and 2 above from being cleaned. Summary report shall be emailed to the Administrator of Logistical Services.

## 5. GENERAL SERVICE PROVISIONS

- 5.1 Rules and Regulations: The Contractor agrees to comply with all Policy and Procedure Directives of the NH Department of Corrections. The Contractor shall adhere to the Department's Administrative Rules, Conduct and Confidentiality of Information policies.
- 5.2 Additional Facilities: Upon agreement of both parties, additional facilities belonging or associated to the NHDOC may be added to the contract.
- 5.3 Contractor (to include each employee and any approved subcontractor working in a NHDOC facility) will be required to sign the State of New Hampshire's Confidentiality Form and Criminal Record Authorization Form, prior to placing an individual in a state facility, all prospective personnel must receive clearance from the NHDOC. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and subcontractor to the NHDOC.
- 5.4 NHDOC reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or sub-contractor employees to determine eligibility status.
- 5.5 The NHDOC will notify the Contractor of any potential contractor and/or sub-contractor employee who does not comply with the criteria identified below.
- 5.6 In addition, the Contractor and/or sub-contractor shall not be able to hire employees to service this contract, meeting the following criteria.
- Individuals convicted of a felony shall not be permitted to provided services.

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- 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 Commissioner or designee of the NHDOC.
  - 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 were former State of NH employees and/or former contract employees that were dismissed for cause.
  - Individuals previously employed with the NHDOC without prior approval of the NHDOC; and
- 5.7 Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NHDOC.
- 5.8 Licenses, Credentials and Certificates: The Contractor shall ensure NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide such services.
- 5.9 Admittance: The NHDOC may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under a contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person(s) so removed or denied access are delivered.

## 6. OTHER CONTRACT PROVISIONS

### 6.1 Administrative Rules, Policies, Regulations and Policy and Procedures Directives

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.

### 6.2 Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractor(s) and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services. Additional information can be located as a separate link: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.

### 6.3 Prison Rape Elimination Act (PREA) 2003

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.

### 6.4 Change of Ownership

In the event that the Contractor should change ownership for any reason whatsoever, the NHDOC 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 NHDOC, or terminating the contract.

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## 6.5 Reporting Requirements

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 NHDOC. It is the intent of the NHDOC to work with the Contractor so that the Contractor can provide any reporting requirements that meets the Department's needs.

Reports and/or information requests shall be forwarded to the NH Department of Corrections' Assistant Administrator of Logistical Services, or designee, and mailed to P.O. Box 1806, Concord, NH 03302.

## 6.6 Performance Evaluation

NHDOC shall, at its sole discretion, monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the contract for the life of the contract and any renewals thereof.

## 6.7 Performance Measures

6.7.1 NHDOC shall, at its sole discretion:

Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.

6.7.2 Terminate the contract as permitted by law, if the NHDOC determines that the Contractor:

- Does not comply with the terms of the contract.
- The Contractor shall fully coordinate the performance activities of the contract with those of the NHDOC. As the work of the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the NHDOC as requested by the Department throughout the effective period of the contract.

6.7.3 The Contractor shall fully coordinate the performance activities 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 the NHDOC as requested by the Department throughout the effective period of the contract.

## 7. BANKRUPTCY OR INSOLVENCY PROCEEDING NOTIFICATION

7.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NHDOC immediately.

7.2. Upon learning of the actions herein identified, the NHDOC 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.

## 8. EMBODIMENT OF CONTRACT

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 9.1 shall govern. The NHDOC reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Form P-37 (v. 2/23/2023) and/or Exhibit A, B & C.

8.1 Order of Precedence:

8.1.1. NH Department of Corrections Contract Agreement NHDOC 2024-08.

8.1.2. NH Department of Corrections RFP NHDOC 2024-08.

8.1.3. Proposer's Response to RFP NHDOC 2024-08.

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NH Department of Corrections

Contractor Initials CA  
Date 3/7/24

**9. CANCELATION OF CONTRACT**

NHDOC may cancel the contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the NHDOC exercise its right to cancel the contract, the cancellation shall become effective on the date specified in the Notice of Cancellation sent to the Contractor.

9.1. The NHDOC reserves the right to terminate the 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.

9.2. The NHDOC reserves the right to cancel this contractor for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

**10. NOTIFICATION TO THE CONTRACTOR**

NHDOC 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.

**11. CONTRACTOR PERSONNEL**

11.1. 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.

11.2. 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 of the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the contract.

11.3. Sub-contractors: If a sub-contractor(s) is/are to be used for any portion of the services provided, prior approval from the NHDOC shall be required. Notification to the Department shall include the name of the sub-contractor, brief company profile and a description of the services/functions being sub-contracted. Said sub-contractor shall meet all requirements described in the contract and may require G&C approval.

**12. OTHER CONTRACTUAL DOCUMENTS REQUIRED BY THE NH DEPARTMENT OF CORRECTIONS:**

Form Number P-37 (version 2/23/2023); Certificate of Good Standing (COGS); Certificates of Authority/Vote (COA/COV); Certificate of Insurance (COI); Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; PREA Acknowledgement Form; Mission Statement, Recent Audit Financial Statements, Board of Directors/Trustees and Business Address and Telephone Numbers, List of Key Personnel, Resumes, and Annual Salary per Position, (if applicable) and ALT-W9 Registration shall be applicable for the requested contracted activities and, for the exception of the Certificate of Good Standing (COGS), are located as a separate link on the NH Department of Corrections website: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>, with instructions found in the Proposal Check Sheet.

**13. NON-EXCLUSIVE CONTRACT:**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing services which relate to the work or deliverables set forth in the Agreement. The State intends to use, whenever possible, existing software and hardware contracts to acquire supporting software and hardware.

EXHIBIT C

METHOD OF PAYMENT AND CONTRACT PRICE

The following is a description of the Method of Payment and Contract Price for Pro City Facilities Inc.

1. **Contract Price:** shall not exceed One Hundred, Forty-Two Thousand Dollars and No Cents (\$142,000.00).

	FY 2024	FY 2025	Total
NH State Prison for Men (NHSP-M)	\$20,000.00	\$60,000.00	\$80,000.00
NH Correctional Facility for Women (NHCF-W)	\$15,500.00	\$46,500.00	\$62,000.00
	<b>Grand Total</b>		<b>\$ 142,000.00</b>

2. **Method of Payment:**

- a. The Contractor, Pro City Facilities, shall provide itemized invoices, 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. The Contractor shall submit to the NHDOC any invoices in a timely manner.
- b. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
- c. The NHDOC may adjust the payment amount identified on a Contractor's monthly invoice. The NHDOC shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- d. The Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
  - Invoice date, number and facility;
  - Quantity, description of services rendered;
  - Dates of said service(s); and
  - Itemized service total charge.
- e. 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.
- f. The NHDOC will accept invoices in electronic format to expedite payment.

Promoting Public Safety through Respect, Dedication and Courage as One Team

NH Department of Corrections

Contractor Initials CA  
Date 3/7/24

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PRO CITY FACILITIES SERVICES INC is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 20, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 668477

Certificate Number: 0006343673



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of November A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

**Corporate Resolution**

I, Paula Augusto, hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name)*  
Pro City Facilities Services Inc. I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation)*

a meeting of the Board of Directors/shareholders, duly called and held on March 20<sup>th</sup>, 2012  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Christian Augusto (may list more than one person) is  
*(Name and Title)*

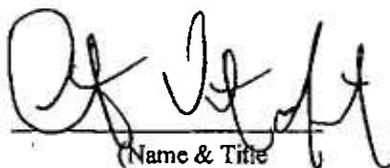
duly authorized to enter into contracts or agreements on behalf of

Pro City Facilities Services Inc. with the State of New Hampshire and any of  
*(Name of Corporation)*

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

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

DATED: 01/23/24

ATTEST:   
*(Name & Title)*

Christian Augusto - President



NH DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

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

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

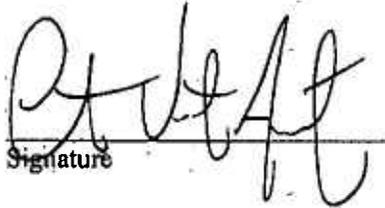
COR 307.03 Searches and Inspections Authorized.

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

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

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

Christian Augusto  
Name

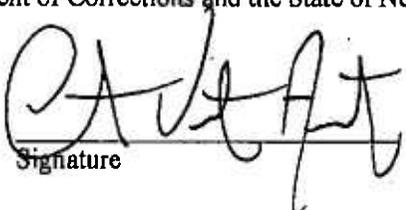
  
Signature

01/31/24  
Date

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

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

Christian Augusto  
Name

  
Signature

01/31/24  
Date

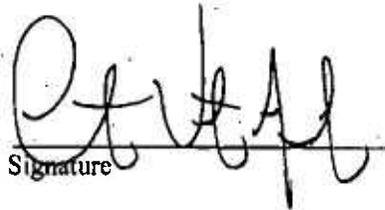
NH DEPARTMENT OF CORRECTIONS  
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

Christian Augusto  
Name

  
Signature

01/31/24  
Date

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 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.

Christian Augusto  
Printed Name/Signature of Contractor Employee

01/31/24  
Date

[Signature]  
Printed Name/Signature of Contractor Representative

01/31/24  
Date

Pro City Facilities Services Inc  
Organization and Title of Contractor Representative

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

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

**(1) Definitions**

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

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

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

b. Business Associate may use or disclose PHI:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **(4) Obligations of Covered Entity**

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

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

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

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

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

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

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

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

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

State of NH-Department of Corrections  
State of New Hampshire Agency Name

Helen E. Hanks  
Signature of Authorized Representative

Helen E. Hanks  
Authorized DOC Representative Name

Commissioner  
Authorized DOC Representative Title

3/13/2024  
Date

Pro City Facilities Services Inc  
Contractor Name

[Signature]  
Contractor Representative Signature

CHRISTIAN AUGUSTO  
Authorized Contractor Representative Name

President  
Authorized Contractor Representative Title

01/31/24  
Date



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION  
P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5610 FAX: 888-908-6609  
TDD ACCESS: 1-800-735-2964  
www.nh.gov/nhdoc

HELEN E. HANKS  
COMMISSIONER

JONATHAN K. HANSON  
DIRECTOR

## PRISON RAPE ELIMINATION ACT ACKNOWLEDGEMENT FORM

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

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

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

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

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

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC 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, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print):

Christian Augusto  
(Name of Contract Signatory)

Date:

01/31/24

Signature:

[Handwritten Signature]  
(Signature of Contract Signatory)