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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
OFFICE OF THE COMMISSIONER
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5603 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdoc

HELEN E. HANKS
COMMISSIONER

PAUL D. RAYMOND, JR.
ASSISTANT COMMISSIONER

23

April 15, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a two (2) year contract with Diplomatic Security, LLC. (VC #273512), 344 Commerce Way, Pembroke, NH 03275 in the amount of \$140,660.00, for the provision of In-State Courier services, with the option to renew for one (1) additional period of up to two (2) years, effective upon Governor and Executive Council beginning July 1, 2025 through June 30, 2027. 100% General Funds.

Funds are anticipated to be available in FY 2026 and FY 2027, upon the continued appropriation of funds in the future operating budget(s) with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Diplomatic Security, LLC.

Account	Description	FY 2026	FY 2027	Total
02-46-46-464010-83020000-102-500731	Contracts for Program Services	\$ 51,675.00	\$ 53,820.00	\$ 105,495.00
02-46-46-465010-82340000-102-500731	Contracts for Program Services	\$ 17,225.00	\$ 17,940.00	\$ 35,165.00
Total Contract Amount		\$ 68,900.00	\$ 71,760.00	\$ 140,660.00

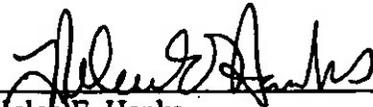
EXPLANATION

This contract is for the provision of pick-up/drop off delivery services for the transportation of medication (medical bags), interdepartmental communications (mail bags), lock bags, urine specimens, urine testing supplies and blood draw samples for the Southern NH Correctional Facilities consisting of the NH State Prison for Men (NHSP-M), NH Correctional Facility for Women (NHCF-W), Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU), Shea Farm, Concord, NH, Calumet House, Manchester, NH and the Division of Field Services, District Offices. Courier services shall also be performed at the Department of Safety, Forensic Laboratory and the Department of Health and Human Services Public Health Laboratory located in Concord, NH. In-State courier services shall be performed on a daily basis, five (5) days a week, during designated business hours.

The New Hampshire Department of Corrections issued a Request for Proposal (RFP) for In-State Courier Services. The RFP was posted on the Department of Administrative Services website and the New Hampshire Department of Corrections website for four (4) consecutive weeks and notified eight (8) potential Vendors of the RFP posting. As a result of the publication, four (4) potential vendors responded by submitting a proposal. After the review and evaluation of the proposals and in accordance with the RFP terms and conditions, Diplomatic Security, LLC was selected as the vendor, in the amount of \$140,660.00.

This RFP was scored utilizing a consensus methodology by a two (2) person evaluation committee. The evaluation committee consisted of NH Department of Corrections employees: Jeffrey White, Director, Division of Field Services and David Cady, Deputy Director, Division of Field Services.

Respectfully Submitted,



Helen E. Hanks
Commissioner



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Division of Administration
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LISA M. STONE
DIRECTOR

Bidders List
In-State Courier Services-South
NHDOC RFP 2025-04

Diplomatic Security, LLC
Earl Gage
Owner
344 Commerce Way
Pembroke, NH 03275
(o) 603-491-1883
(e) earlpg@hotmail.com

General Courier
385 Main Street
South Portland, ME 04106
(o) 207-767-6004
(o) 1-800-698-5035
(f) 207-767-7159
(e) info2@generalcourier.com
(w) www.generalcourier.com

Green Mountain Messenger
54 Echo Place, Suite #1
Williston, VT 05495
(o) 802-862-7662
(o) 1-800-648-2855
(f) 802-862-5513
(e) matt@shipgmm.com
(w) www.shipgmm.com

**Johnstone Enterprises, LTD d/b/a
Granite State Shuttle Service (GSSS)** (o)
Mark Johnstone, President
760 Central Avenue
Dover, NH 03280
(o) 603-516-9222
(f) 603-516-5015
(e) mjohnstone@granitestateshuttle.com
(w) www.granitestateshuttle.com

New England Courier, LLC
19 Martins Ferry Road
Hooksett, NH 03106
(o) 603-669-0407
(e) info@necourier.com
(w) www.necourier.com

North Country Medical Courier Service, Inc.
85 Mechanic Street
Rivernill Suite 270B
Lebanon, NH 03766
(o) 603-448-1149
(o) 1-800-639-3121
(e) dave@medcourier.com
(w) www.medcourier.com

St. Jean Courier
P.O. Box 4056
Manchester, NH 03108
(o) 603-759-1051
(e) stjeancourier@comcast.net
(w) www.stjeancourier.com

ProCourier
200 Dexter Avenue
Suite 150
Watertown, MA 02472
(o) 617-482-0831
(e) tylerg@pro-courier.com
(w) www.pro-courier.com



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**Lisa M. Stone
Director**

**Vendors Responded
In-State Courier Services - South
NHDOC 2025-04**

Respondents:

1. **GRANITE STATE SHUTTLE SERVICE**
760 Central Ave.
Dover, NH 03820
2. **DIPLOMATIC SECURITY, LLC.**
344 Commerce Way
Pembroke, NH 03275
3. **VITAL DELIVERY SOLUTIONS, LLC.**
57 Harvest Rd.
Londonderry, NH 03053
4. **24/7 ENTERPRISES, LLC.**
50 Milltown Rd., Building B
Union, NJ 03083



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**RFP Scoring Matrix
In-State Courier Services-South
NHDOC 2025-04**

Respondents Name & Address:

- GRANITE STATE SHUTTLE SERVICE
760 Central Ave.
Dover, NH 03820
- DIPLOMATIC SECURITY, LLC.
344 Commerce Way
Pembroke, NH 03275
- VITAL DELIVERY SOLUTIONS, LLC.
57 Harvest Rd.
Londonderry, NH 03053
- 24/7 ENTERPRISES, LLC.
50 Milltown Rd., Building B
Union, NJ 07083

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 – 55 points
 2. Cost Proposal – 45 points

NHDOC 2025-04 RFP Scoring Matrix					
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	Granite State Shuttle Service, LLC.	Diplomatic Security, LLC.	Vital Delivery Solutions, LLC.	24/7 Enterprises, LLC.
<i>Technical Proposal</i>					
<i>Organizational Capability</i>	35	26	33.5	27	29
<i>Organizational Approach</i>	20	14	17.5	14.5	15.5
<i>Cost Proposal</i>	45	45	42.33	26.25	15.10
Total	100	85	93.33	67.75	59.60

Contract Award:

Diplomatice Security

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**RFP Bidder's Evaluation Scoring
In-State Courier Services-South
NHDOC RFP 2025-04**

Rank	Vendor Name	Address	Score
1.	Granite State Shuttle Service	760 Central Ave., Dover, NH 03820	85
2.	Diplomatic Security, LLC.	344 Commerce Way, Pembroke, NH 03275	93.33
3.	Vital Delivery Solutions, LLC.	57 Harvest Rd., Londonderry, NH 03053	67.75
4.	24/7 Enterprises, LLC.	50 Milltown Rd., Building B, Union, NJ 07083	59.60

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**RFP Bid Evaluation and Summary
In-State Courier Service-South
NHDOC 2025-04**

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 – Diplomatic Security, LLC.
 - i. Technical Proposal – 51 points
 - ii. Cost Proposal – 42.33 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 NHDOC 2025-04.
 - 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. Jeffrey White, Director, Division of Field Service
- b. David Cady, Deputy Director, Division of Field Service

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Biographies

**In-State Courier - South
NHDOC 2025-04**

Jeffrey White, Director, Division of Field Services

Mr. White has served as the Director of the Division of Field Services since December 2022. In this role, he oversees Probation and Parole, Collections and the Victim Services Unit for the State of NH, Department of Corrections. Prior to that, he retired after twenty-six (26) years with the United States Marshals Service as the supervisor of the NH Joint Fugitive Task Force. Throughout his career, he has demonstrated his ability to be a successful leader, supervisor, instructor and has managed a wide variety of resources to maintain fiscal responsibility.

David Cady, Deputy Director, Division of Field Services

Mr. Cady has served as the Deputy Director of the Division of Field Services since July 2020. In this role, he serves and directs all central office activities in the areas of collections, Interstate Compact, Fugitives and all related records. Serves as acting Director for the Division to fulfill all responsibilities in the absence of the Director. Leads and maintains and develops the Division's training programs. Assists in monitoring and preparing budget expenditures as well as developing legislation and participating in legislative hearings. Prior to this role Mr. Cady was a Chief Probation/Parole Officer for eighteen (18) years and a Probation/Parole Officer for five (5) years before that serving the Department of Corrections for twenty-five (25) years. Mr. Cady was awarded, a BS in Psychology in Human Services from Lyndon State College.

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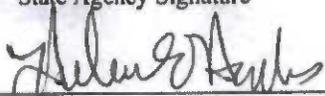
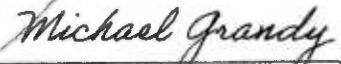
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O Box 1806 64 South Street Concord, NH 03302	
1.3 Contractor Name Earl Gage		1.4 Contractor Address 344 Commerce Way Pembroke NH 03275	
1.5 Contractor Phone # 603-717-1403	1.6 Account Number 02-46-46-464010-83020000-102-500731 02-46-46-465010-82340000-102-500731	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$140,660.00
1.9 Contracting Officer for State Agency Jeffrey F. White, Director of Field Services		1.10 State Agency Telephone Number 603-271-5652	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Earl Gage owner	
1.13 State Agency Signature 		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: N/A		Director, On: N/A	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: 		On: April 15, 2025	
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number:		G&C Meeting Date:	

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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.

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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.

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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.

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CONTRACT NHD0C 2025-04*

EXHIBIT A - SPECIAL PROVISIONS

1. Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Social Security Numbers (SSN), Family Educational Rights and Privacy Act (FERPA) and/or other sensitive and confidential information. Contractor shall not use the confidential information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication and reproduction (collectively "release"), all confidential information.

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EXHIBIT B - SCOPE OF SERVICES

1. Purpose

This Agreement is for the provision of same day In-State Courier services for the transportation of medications (medication bags), interdepartmental communications (mail bags), lock bags, urine specimens, urine testing supplies and blood draw samples for the NH Department of Corrections (NHDOC). In-State Courier services shall be between the Department’s Correctional Facilities, District Office (DO) locations and other State of NH Agencies during designated business hours.

2. Term of Agreement

Agreement is expected to be effective upon Governor and Executive Council (G&C) approval for the period beginning upon July 1, 2025 through June 30, 2027. NHDOC shall have the option to extend the term of Agreement services for one (1) additional term not to exceed two (2) years, subject to the Parties’ prior written agreement on terms and applicable fees for the additional term, satisfactory Contractor performance, continued funding and G&C approval.

3. Location of Services

3.1. In-State Courier services shall be performed at the following NHDOC locations.

NH Department of Corrections District Offices		
Concord District Office	314 North State Street	Concord, NH 03301
Dover District Office	259 County Farm Road, Suite 104 Strafford County Courthouse	Dover, NH 03820
Exeter District Office	8A Continental Drive	Exeter, NH 03833
Keene District Office	28 Mechanic Steet	Keene, NH 03431
Laconia District Office	64 Court Street	Laconia, NH 03246
Manchester District Office	60 Rogers Street, Suite 208	Manchester, NH 03101
Nashua District Office	3 Pine Street Extension, 1 st Floor	Nashua, NH 03060
Newport District Office	17 Main Street	Newport, NH 03773
North Haverhill District Office	3865 Dartmouth College Highway, 2 nd Floor Suite	North Haverhill, NH 03774
Wolfeboro District Office	10 Center Street	Wolfeboro, NH 03894
NH Department of Corrections Correctional Facilities		
NH State Prison-Men (NHSP-M)	281 North State Street	Concord, NH 03301
NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road	Concord, NH 03301
Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
Shea Farm, Transitional Housing Unit (THU)	60 Iron Works Road	Concord, NH 03301
Calumet House, Transitional Housing Unit (THU)	126 Lowell Street	Manchester, NH 03104
Other State of NH Agency Locations		
Department of Safety, Forensic Laboratory	33 Hazen Drive, 3 rd Floor	Concord, NH 03301
Department of Health & Human Services Public Health Laboratory	29 Hazen Drive, 1 st Floor	Concord, NH 03301

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- 3.2. Locations may be added and/or deleted after the awarding of a contract at the discretion of NHD0C and upon mutual agreement of the Commissioner of NHD0C and Contractor.
 - 3.3. In the event that NHD0C wishes to add or remove facilities at which Contractor is to provide services, it shall:
 - 3.3.1. Give Contractor fourteen (14) days written notice of the proposed change; and
 - 3.3.2. Secure Contractor's written agreement to the proposed changes.
 - 3.4. 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.
 - 3.5. Vendor Vehicles and Drivers: Vendor(s) shall provide their own vehicles in order to meet the requirements of the required scope of services. Vendor transportation costs shall be based on a fixed daily rate inclusive of labor costs, fuel surcharges, vehicle maintenance, tolls, registration and required vehicle insurance.

4. Description of In-State Courier Services

This Agreement is for the provision of same day In-State Courier services for the transportation of medications (medication bags), interdepartmental communications (mail bags/boxes), lock bags, urine specimens, urine testing supplies and blood draw samples for NHD0C.

In-State Courier services shall be between NHD0C's facilities, District Office locations and other State of NH agencies during designated business hours.

In-State Courier services for the correctional facilities shall be performed on a daily basis, five (5) days a week.

5. Scope of Services

5.1. District Office Courier Services:

Schedule shall require Vendor to transport interdepartmental communications (mail bags/boxes), urine specimens and urine testing supplies using appropriate containers provided by the State to be performed as a same day service during normal business office hours from 8:00am - 4:00pm, excluding weekends and official State of NH designated Holidays, but to include non-State of NH Holidays. Such services shall be performed for two (2) District Office locations of like geographic areas, each day of the week.

- 5.1.1. The District Office Courier Route shall begin Monday in Concord, NH at NHSP-M (mailroom) traveling to the State Forensic Laboratory, to Dover and Exeter, NH District Offices, NH Department of Safety (Forensic Laboratory) and end at the NHSP-M (mailroom), Concord, NH.
- 5.1.2. The District Office Courier Route shall begin Tuesday in Concord, NH at NHSP-M (mailroom) traveling to the State Forensic Laboratory, to Concord and Manchester, NH District Offices, State Forensic Laboratory and end at the NHSP-M (mailroom), Concord, NH.
- 5.1.3. The District Office Courier Route shall begin Wednesday in Concord, NH at NHSP-M (mailroom) traveling to the State Forensic Laboratory, to Nashua and Keene, NH District Offices, to the State Forensic Laboratory and end at the NHSP-M, Concord, NH (mailroom).
- 5.1.4. The District Office Courier Route shall begin Thursday in Concord, NH at NHSP-M (mailroom) traveling to the State Forensic Laboratory, to Newport and North Haverhill, NH District Offices and end at the NHSP-M, Concord, NH (mailroom).

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5.1.5. The District Office Courier Route shall begin Friday in Concord, NH at NHSP-M (mailroom) traveling to the State Forensic Laboratory, to Laconia and Wolfeboro, NH District Offices and end at the NHSP-M, Concord, NH (mailroom).

5.2. NHDOC Correctional Facilities Courier Services:

Route shall require Contractor to transport interdepartmental communications (mail bags/boxes), urine specimens and urine testing supplies using appropriate containers provided by the State. The route shall begin in Manchester, NH at the Calumet House traveling to Concord, NH to Shea Farm NHSP-M, NHCF-W, NH Department of Safety (Forensic Laboratory) and then to the NH Department of Health and Human Services (Public Health Laboratory, Concord, NH and return to the NHSP-M, NHCF-W, Shea Farm, Concord, NH and end at the Calumet House, Manchester, NH.

6. Pick-up/Drop-off Locations

Each NHDOC correctional facility location will have a designated pick-up/drop-off location. Medications shall be stored in a lock box at the NHSP-M before given to a driver.

Correctional Facility	Pick-up/Drop-off Location	Service Type
NHSP-M	Mailroom	Intercommunications (mail bags/boxes); lock bags; urine specimens (coolers); urine testing supplies
NHSP-M	Pharmacy - Control Point CP 5	Medications (medication bags)
NHSP-M	Health Services - Control Point CP 5	Blood draw samples
NHSP-M	SPU/RTU - Zone 7	Blood draw samples
Shea Farm	Officer's Station	All Service Types, above
NHCF-W	Lobby/Control Room (call prior to entrance of lobby)	All Service Types, above
Calumet House	Officer's Station	All Service Types, above

7. Property of the NH Department of Corrections

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

8. Service Schedules

Weekly schedule for NHDOC District Office locations and the daily schedule for NHDOC correctional facilities shall be considered two (2) separate and distinct service schedules.

9. Courier Vehicles

9.1. Contractor shall provide their own vehicles in order to meet the conditions and requirements of the Scope of Services. Contractor transportation costs shall be based on a fixed daily rate inclusive of labor costs, fuel surcharges, vehicle maintenance, tolls, registration and required insurance.

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- 9.2. Daily rate shall be inclusive of labor costs (salary, benefits, Holiday & overtime pay, FICA, Social Security taxes, health insurance and any benefits offered to employee by Contractor).
- 9.3. All vehicles supplied by Contractor and used to provide the requested services for NHD0C shall be insured for the duration of this Agreement and any renewals thereof.

10. Drivers/Courier Staff

- 10.1. Drivers of Contractor shall be bonded. Contractor shall provide a list of all bonded drivers that will be entering any NHD0C correctional facilities. Any driver that is not on such list shall not be allowed to enter the locations.
- 10.2. Drivers must have a clean driving record and shall possess a valid NH driver's license issued by the NH Department of Safety, Division of Motor Vehicles for the duration of an Agreement and any renewals thereof.
- 10.3. Contractor shall provide staffing to deliver uninterrupted, timely and reliable service and furnish drivers dedicated to the required routes.
- 10.4. Contractor must ensure that their courier staff is Health Insurance Portability and Accountability Act (HIPAA), Protected Health Information (PHI) and Prison Rape Elimination Act (PREA) compliant.
- 10.5. All courier staff providing services shall have a security clearance to include a background check and fingerprinting.
- 10.6. Drivers shall wear visible picture identification noting them as the courier company employee.

11. Licenses, Certifications and/or Permits

All permits as required by authorities having Municipal, County, State and/or Federal jurisdiction shall be the responsibility of Contractor and shall be obtained prior to commencement of any Agreement, duration of this Agreement and any renewal thereof. All financial expenses related to obtaining required permits shall be the sole responsibility of Contractor. Contractor shall notify NHD0C immediately of loss or suspension. Failure to maintain required licenses, certifications and/or permits may result in immediate termination of an Agreement.

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12. Courier Schedules

12.1. Weekly schedule for NHD0C District Office locations:

12.1.1. Contractor shall provide the following pick-up/drop-off same day courier services, below, for two (2) like geographic locations once a week during normal business office hours (8:00am - 4:00pm) excluding weekends and official State of NH designated Holidays, but to include non-State of NH Holidays.

Weekly Schedule Monday - Friday	District Office Courier Service Route
Dover and Exeter District Office	<p><u>Start Location:</u> NHSP-M, Concord, NH (MAILROOM)</p> <p>1. Pick-up full/empty mail bags/boxes; 2. Pick-up empty urine cooler and testing supplies at the State Forensic Laboratory; 3. Drop-off full/empty mail bags/boxes, empty urine coolers and testing supplies at Dover and Exeter, NH District Offices; 4. Pick-up empty/full mail bags/boxes and full urine coolers and testing supplies at Dover and Exeter, NH District Offices; 5. Drop-off full urine cooler from District Offices to State Forensic Laboratory; and 6. Drop-off empty/full mail bag/boxes at the NHSP-M Mailroom. <u>End Location:</u> NHSP-M, Concord, NH (MAILROOM)</p>
8:00am - 4:00pm	
Monday	
Concord and Manchester District Office	<p>1. Pick-up full/empty mail bags/boxes; 2. Pick-up empty urine cooler and testing supplies at the State Forensic Laboratory; 3. Drop-off full/empty mail bags/boxes, empty urine coolers and testing supplies at Concord and Manchester, NH District Offices; 4. Pick-up full urine cooler at Concord and Manchester District Offices; 5. Drop-off full urine cooler from District Offices to State Forensic Laboratory; and 6. Drop-off empty/full mail bags/boxes at the NHSP-M mailroom. <u>End Location:</u> NHSP-M, Concord, NH (MAILROOM)</p>
8:00am - 4:00pm	
Tuesday	

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Nashua and Keene District Office	<p>Start Location: NHSP-M, Concord, NH (MAILROOM)</p> <ol style="list-style-type: none"> 1. Pick-up full/empty mail bags/boxes; 2. Pick-up empty urine cooler and testing supplies at the State Forensic Laboratory; 3. Drop-off full/empty mail bags/boxes, empty urine coolers and testing supplies at Nashua and Keene, NH District Offices; 4. Pick-up empty/full mail bags/boxes and full urine coolers at Nashua and Keene, NH District Offices; 5. Drop-off full urine cooler from District Offices to State Forensic Laboratory; and 6. Drop-off empty/full mail bags/boxes at the NHSP-M Mailroom. <p>End Location: NHSP-M, Concord, NH (MAILROOM)</p>
8:00am - 4:00pm	
Wednesday	
Newport and North Haverhill District Office	<p>Start Location: NHSP-M, Concord, NH (MAILROOM)</p> <ol style="list-style-type: none"> 1. Pick-up full/empty mail bags/boxes; 2. Pick-up empty urine cooler and testing supplies at the State Forensic Laboratory; 3. Drop-off full/empty mail bags/boxes, empty urine coolers and testing supplies at the Newport and North Haverhill, NH District Offices; 4. Pick-up empty/full mail bags/boxes and full urine coolers at Newport and North Haverhill, NH District Offices; 5. Drop-off full urine cooler from District Offices to State Forensic Laboratory; and 6. Drop-off empty/full mail bags/boxes at the NHSP-M mailroom. <p>End Location: NHSP-M, Concord, NH (MAILROOM)</p>
8:00am - 4:00pm	
Thursday	
Laconia and Wolfeboro District Office	<p>Start Location: NHSP-M, Concord, NH (MAILROOM)</p> <ol style="list-style-type: none"> 1. Pick-up full/empty mail bags/boxes; 2. Pick-up empty urine cooler and testing supplies at the State Forensic Laboratory; 3. Drop-off full/empty mail bags/boxes empty urine coolers and testing supplies at Laconia and Wolfeboro, NH District Offices; 4. Pick-up empty/full mail bags/boxes and full urine coolers at Laconia and Wolfeboro, NH District Offices; 5. Drop-off full urine cooler from District Offices to State Forensic Laboratory; and 6. Drop-off empty/full mail bags/boxes at the NHSP-M mailroom. <p>End Location: NHSP-M, Concord, NH (MAILROOM)</p>
8:00am - 4:00pm	
Friday	

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

Daily Schedule: Monday - Friday	Courier Service Route
12:45 PM	<p>Start Location: Calumet House, 126 Lowell Street, Manchester, NH</p> <ol style="list-style-type: none"> 1. Pick-up Calumet House medical bag(s), mail bags, lock bags and/or boxes; and 2. Pick-up full Calumet House urine cooler for State Forensic Laboratory.

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1:20 PM	<p>Shea Farm, 60 Iron Works Road, Concord, NH: 1. Pick-up Shea Farm medical bag(s), mail bags/boxes and lock bag(s); and 2. Pick-up full Shea Farm urine cooler for State Forensic Laboratory</p>
1:50 PM	<p>NHCF-W, 42 Perimeter Road, Concord, NH: 1. Pick-up NHCF-W medical bag(s) and mail bags/boxes; 2. Pick-up full NHCF-W urine cooler for State Forensic Laboratory; and 3. Pick-up blood samples for Public Health Laboratory</p>
2:10 PM	<p>NHSP-M, 281 N. State Street, Concord, NH (MAILROOM) 1. Drop-off Calumet House, Shea Farm and Shea Farm medical bag(s), mail bags/boxes and lock bag(s) (not accepted after 2:30 PM); 2. Pick-up full NHCF-W, Shea Farm and Calumet House mail bags/boxes and lock bag(s); 3. Pick-up full NHSP-M urine coolers for State Forensic Laboratory; and 4. Pick-up blood samples (CP-5 and Zone 7) for Public Health Laboratory.</p>
2:30 PM	<p>NH Department of Safety (Forensic Laboratory), 33 Hazen Drive, 3rd Floor, Concord, NH: 1. Drop-off full Calumet House, NHCF-W, Shea Farm & NHSP-M urine coolers; 2. Pick-up empty NHSP-M, NHCF-W, Shea Farm and Calumet House urine coolers and urine testing supplies.</p>
2:45 PM	<p>NH Department of Health and Human Services (Public Health Laboratory), 29 Hazen Drive, 1st Floor, Concord, NH: 1. Drop-off blood samples at NHCF-W and NHSP-M.</p>
3:00 PM	<p>NHSP-M, 281 N. State Street, Concord, NH (MAILROOM/PHARMACY) 1. Drop-off empty NHSP-M urine cooler and testing supplies at the NH Department of Safety (Forensic Laboratory) to the MAILROOM; and 2. Pick-up full NHCF-W, Shea Farm and Calumet House medical bag(s) at the PHARMACY. (Cannot be picked up until 3:00 PM).</p>
3:30 PM	<p>Shea Farm, 60 Iron Works Road, Concord, NH: 1. Drop-off full Shea Farm medical and mail bags/boxes; and 2. Drop-off empty Shea Farm urine cooler and testing supplies.</p>

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4:10 PM	<p>NHCF-W, 42 Perimeter Road, Concord, NH: 1. Drop-off full NHCF-W medical bag(s) and mail bags/boxes; and 2. Drop-off empty NHCF-W urine cooler and testing supplies.</p>
4:45 PM	<p>Calumet House, 126 Lowell Street, Manchester, NH: 1. Drop-off full Calumet House medical bag(s), mail bags/boxes, lock bags(s) and/or boxes; and 2. Drop-off empty Calumet House urine cooler and testing supplies. End Location: Calumet House, 126 Lowell Street, Manchester, NH</p>

- 12.3. Vendor 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.
- 12.4. Official State of NH Holidays: The following link: [State of NH Official Holidays](#) is for reference only with the understanding that Holidays do not fall on the same day per calendar year. Please note that Columbus Day and Juneteenth National Independence Day are not official State of NH Holidays.
- 12.5. Federal Holidays: Services scheduled for delivery on a Federal Holiday shall not be charged a premium rate and will be charged at the regular rate.
- 12.6. State Holidays: If a same day courier service schedule is interrupted, by an official State of NH designated Holiday, then the service shall be assimilated into the business day before or next business day after the interruption for that week at no extra cost to the State.
- 12.7. Supplies: Contractor will be provided with supplies (medical bags, mailbags, boxes, lock bags, coolers and/or containers) as deemed necessary by NHD0C to provide the requested services. Any Contractor supplies shall be inventoried before entering and leaving the facility and are subject to search by NHD0C security staff at any and all times while on NHD0C facility grounds.

13. General Service Provisions

- 13.1. Rules and Regulations: Contractor agrees to comply with all Policy and Procedure Directives of NHD0C. Contractor shall adhere to NHD0C Administrative Rules, Conduct and Confidentiality of Information polices.
- 13.2. Additional Facilities: Upon agreement of both parties, additional facilities belonging or associated to NHD0C may be added to this Agreement.
- 13.3. Licenses, Credentials and Certificates: Contractor shall ensure NH State licensed professionals provide the services required. Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide such services.
- 13.4. Admittance: NHD0C may, at its sole discretion, remove from or refuse admittance to any NHD0C facility any person providing services under an Agreement without incurring penalty or cost for exercising this right. Contractor shall be responsible for assuring that the services that the person(s) so removed or denied access are delivered.
- 13.5. Tool Inventory: Any tools to include equipment that Contractor/sub-contractor needs to perform the required services shall be inspected and inventoried before entering and leaving the facility.

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14. Change of Ownership

In the event that Contractor should change ownership for any reason whatsoever, NHD0C shall have the option of continuing under this Agreement with Contractor or its successors or assigns for the full remaining term of this Agreement, continuing under this Agreement with Contractor or, its successors or, assigns for such period of time as determined necessary by NHD0C, or terminating this Agreement.

15. Contractor Designated Liaison

Contractor shall designate a representative to act as a liaison between Contractor and NHD0C for the duration of this Agreement and any renewals thereof.

- 15.1. Any written notice to Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by Contractor under this paragraph.
- 15.2. 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 NHD0C actually receives notice of this change.
- 15.3. Changes to the named Liaison by Contractor must be made in writing and forwarded to NH Department of Corrections, Contracting Officer for State Agency, or designee, PO Box 1806, Concord NH 03302.

16. Contractor Liaison's Responsibilities

Contractor's designated liaison shall be responsible for:

- 16.1. Representing Contractor on all matters pertaining to this Agreement and any renewals thereof. Such a representative shall be authorized and empowered to represent an Agreement or regarding all aspects of this Agreement and any renewals thereof.
- 16.2. Monitoring Contractor's compliance with the terms of this Agreement and any renewals thereof.
- 16.3. Receiving and responding to all inquiries and requests made by NHD0C in the time frames and format specified by NHD0C in this RFP and in this Agreement and any renewals thereof; and
- 16.4. Meeting with representatives of NHD0C on a periodic or as-needed basis to resolve issues, which may arise.

17. NH Department of Corrections Agreement Liaison Responsibilities

NHD0C Director of Field Services, or designee, shall act as liaison between Contractor and NHD0C for the duration of this Agreement and any renewals thereof. NHD0C reserves the right to change its representative, at its sole discretion, during the term of this Agreement, and shall provide Contractor with written notice of such change. NHD0C representative shall be responsible for:

- 17.1. Representing NHD0C on all matters pertaining to this Agreement. The representative shall be authorized and empowered to represent NHD0C regarding all aspects of this Agreement, subject to the approval of the Governor and Executive Council of the State of New Hampshire, as required.
- 17.2. Monitoring compliance with the terms of this Agreement.
- 17.3. Responding to all inquiries and requests related to this Agreement made by Contractor, under the terms and in the timeframes specified by this Agreement.
- 17.4. Meeting with Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 17.5. Informing Contractor of any discretionary action taken by NHD0C pursuant to the provision of this Agreement.

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18. Reporting Requirements

- 18.1. Contractor shall provide any and all reports as requested on an as-needed basis and in a format to be determined by NHDOC.
- 18.2. Reports and/or information requests shall be forwarded to the NH Department of Corrections, Director of Field Services, or designee, and mailed to P.O. Box 1806, Concord, NH 03302.

19. Performance Evaluation

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

- 19.1. NHDOC, Director of Field Services, or designee, at a minimum of four (4) times a year will assess the performance of the In-State Courier services relative to Contractor's compliance with this Agreement as set forth in the approved Contract Agreement. Examples of performance include but not limited to:
- 19.2. Request additional reports NHDOC deems necessary for the purposes of monitoring and evaluating the performance of Contractor under this Agreement; and
- 19.3. Review reports submitted by Contractor. NHDOC shall determine the acceptability of the reports. If they are not deemed acceptable, NHDOC shall notify Contractor and explain the deficiencies and the Parties shall work together to determine a mutually agreeable solution.

20. Performance Measures

NHDOC shall, at its sole discretion:

- 20.1. Inform Contractor of any dissatisfaction with Contractor's performance and include requirements for corrective action.
- 20.2. Terminate this Agreement as permitted by law, if NHDOC determines that Contractor:
 - 20.2.1. Does not comply with the terms of this Agreement.
 - 20.2.2. Contractor shall fully coordinate the performance activities of this Agreement with those of NHDOC. As the work of Contractor progresses, advice and information on matters covered by this Agreement shall be made available by Contractor to NHDOC as requested by NHDOC throughout the effective period of this Agreement.

21. Bankruptcy or Insolvency Proceeding Notifications

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

22. Embodiment of the Agreement

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 22.1.1. shall govern. NHDOC reserves the right to clarify any contractual relationship in writing with the concurrence of Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or Contractor's proposal and/or the result of an Agreement.

22.1. Order of Precedence:

- 22.1.1. NH Department of Corrections Contract Agreement NHDOC 2025-04.
- 22.1.2. NH Department of Corrections RFP NHDOC 2025-04.
- 22.1.3. Proposer's Response to RFP NHDOC 2025-04.
- 22.1.4. Negotiated Exceptions to Terms and Conditions to RFP NHDOC 2025-04, if applicable

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23. Cancellation of Agreement

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

23.1. NHDOC reserves the right to terminate this Agreement without penalty or recourse by giving Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.

23.2. Either Party reserves the right to cancel this Agreement for the convenience of the State with no penalties by giving Contractor sixty (60) days' notice of said cancellation.

24. Contractor Transition

NHDOC, at its discretion, in any Agreement or renewals thereof, may require Contractor to work cooperatively with any predecessor and/or successor Contractor to assure the orderly and uninterrupted transition from one Contractor to another.

25. Audit Requirement

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

26. Notification to Contractor

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

27. Additional Information

27.1. In performing its obligations under this Agreement, Contractor may gain access to information of the residents including confidential information. Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of this Agreement, except as is directly connected to and necessary for Contractor's performance under this Agreement.

27.2. Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the residents that becomes available to Contractor in connection with its performance under this Agreement.

27.3. In the event of unauthorized use or disclosure of the residents information, Contractor shall immediately notify NHDOC.

27.4. All material developed or acquired by Contractor, as a result of work under this Agreement shall become the property of the State of New Hampshire. No material or reports prepared by Contractor shall be released to the public without the prior written consent of NHDOC.

27.5. All financial, statistical, personnel and/or technical data supplied by NHDOC to Contractor are confidential. Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by Contractor, or any individual or entity in Contractor's charge or employ, will be considered a violation of this Agreement, and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

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In-State Courier Services – South
CONTRACT NHD0C 2025-04*

28. Contractor Personnel

Contractor shall agree that employees of Contractor shall perform all services required by this Agreement. Contractor shall guarantee that all personnel providing the services required by this Agreement are qualified to perform their assigned tasks.

28.1. NHD0C 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 Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under this Agreement.

28.2. If a sub-contractor(s) is/are to be used for any portion of the services provided, prior approval from NHD0C 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.

29. Other Agreement Provisions

29.1. Administrative Rules, Policies, Regulations and Policy and Procedure 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>.

29.2. Protected Health Information (PHI)

Contractor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments.

In performing its obligations under this Agreement, Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of this Agreement, except as is directly connected to and necessary for Contractor's performance under this Agreement.

Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the patient that becomes available to Contractor in connection with its performance under this Agreement. In the event of unauthorized use of or disclosure of the patient's information, Contractor shall immediately notify NHD0C.

All financial, statistical, personnel and/or technical data supplied by NHD0C to Contractor are confidential. Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by Contractor, or any individual or entity in Contractor's charge or employ, will be considered a violation of this Agreement, and may result in contract Agreement termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

29.3. 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 Contractor and sub-contractor(s) and agents of Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of

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- 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>
- 29.4. 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](https://www.Corrections.nh.gov/Resources/bids-contracts/rfp-resources)
- 29.5. Criminal Justice Information Services (CJIS) Security Policy, if applicable
The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Contractor shall comply with the CJIS policy and is located as a separate link: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.
- 29.6. Contract Employee Information Information/Background Checks:
Contractor shall be responsible for obtaining a criminal background check from NHDOC to include fingerprinting on all potential employees assigned by Contractor and/or sub-contractors to provide services to NHDOC. Upon award of an Agreement, NHDOC Director of Field Services, or designee, will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or sub-contractor employee's hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s) from the NH Department of Safety to NHDOC and a procedural review of said reports by NHDOC.
- 29.6.1. NHDOC reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or sub-contractor(s) employees to determine eligibility status.
- 29.6.2. NHDOC will notify Contractor of any potential Contractor and/or sub-contractor(s) employee who does not comply with the criteria identified below.
- 29.6.3. In addition, Contractor and/or sub-contractor shall not be able to hire employees meeting the following criteria:
- a. Individuals convicted of a felony shall not be permitted to provide services;
 - b. Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - c. 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 NHDOC;
 - d. Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - e. Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - f. Individuals with a history of drug diversion;
 - g. Individual staff on the National Offender Database;

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- h. Individuals who were a former State of NH employee and/or former contracted employee that were dismissed for cause or resigned or retired pending investigation;
- i. Individuals previously employed with NHDOC without prior approval of NHDOC;
- j. Relatives or associates of people currently incarcerated or under Departmental supervision (probation or parole) may not be permitted to provide services without prior approval by NHDOC; and
- k. NHDOC reserves the right to conduct further review of any candidate and decline clearance.

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EXHIBIT C - ESTIMATED BUDGET/METHOD OF PAYMENT

1. Estimated Budget (Cost Proposal)

1.1. Service Fee Schedule Period: July 1, 2025, through June 30, 2027.

Fiscal Year				
Service Day	Original Contract Period		Optional Renewal Contract Period	
	FY 2026	FY 2027	FY 2028	FY 2029
	7/1/25-6/30/2026	7/1/26-6/30/27	7/1/27-6/30/28	7/1/28-6/30/29
Monday	\$ 265 ⁰⁰	\$ 276 ⁰⁰	\$ 283 ⁰⁰	\$ 290 ⁰⁰
Tuesday	\$ 265 ⁰⁰	\$ 276 ⁰⁰	\$ 283 ⁰⁰	\$ 290 ⁰⁰
Wednesday	\$ 265 ⁰⁰	\$ 276 ⁰⁰	\$ 283 ⁰⁰	\$ 290 ⁰⁰
Thursday	\$ 265 ⁰⁰	\$ 276 ⁰⁰	\$ 283 ⁰⁰	\$ 290 ⁰⁰
Friday	\$ 265 ⁰⁰	\$ 276 ⁰⁰	\$ 283 ⁰⁰	\$ 290 ⁰⁰
Weekly Totals: (Add: Monday - Friday per Fiscal Year column).	\$ 1,325 ⁰⁰	\$ 1,380 ⁰⁰	\$ 1,415 ⁰⁰	\$ 1,450 ⁰⁰
Service Weeks: (Service weeks per Fiscal Year).	52	52	52	52
Estimated Budget: (Multiply weekly total row per fiscal Year column by 52).	\$ 68,900 ⁰⁰	\$ 71,760 ⁰⁰	\$ 73,580 ⁰⁰	\$ 75,400 ⁰⁰
Total Contract Price: *Add Estimated Budget Column for FY 26 and FY 27 *Totals Add FY 28 and FY 29 Totals)	\$ 140,660 ⁰⁰		\$ 148,980 ⁰⁰	

2. Method of Payment

- 2.1. Transportation costs shall be inclusive of fuel surcharges, vehicle maintenance, registration and required vehicle insurance.
- 2.2. Daily rate for required services shall be inclusive of transportation costs, as stated in 2.1. above, and labor costs (inclusive of salary, holiday, overtime, FICA, Social Security taxes, health insurance and any employee offered benefits).
- 2.3. Services are to be invoiced monthly commencing thirty (30) days after the start of service and be received the fifteenth (15) following the month in which services are provided.
- 2.4. Invoices shall be sent to the NH Department of Corrections, Director of Field Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302. NHD0C will accept invoices in electronic format to expedite payment to: DOC-Financial services

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- @DOC.NH.gov.
- 2.5. NHDOC may adjust the payment amount identified on a Contractor's monthly invoice. NHDOC shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by NHDOC.
 - 2.6. NHDOC Bureau of Financial Services may issue payment to Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
 - 2.6.1. Organization name and address;
 - 2.6.2. Invoice number, date and account number (if applicable);
 - 2.6.3. NHDOC purchase order (PO) number (if applicable);
 - 2.6.4. Descriptor: In-State Courier Services NHDOC 2025-04;
 - 2.6.5. Month of Service;
 - 2.6.6. Item Code and/or Quantity;
 - 2.6.7. Extended amount (if applicable); and
 - 2.6.8. Total.
 - 2.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) 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. Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.
 - 2.8. Contractor shall follow the State's Fiscal Year Calendar for budgeting purposes. Original Contract Period shall commence on July 1, 2025.

The remainder of this page is intentionally blank.

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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 DIPLOMATIC SECURITY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 09, 2008. 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: 594541

Certificate Number: 0007153668



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 April A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 4

(Limited partnership or LLC with Manager)

Limited Partnership or LLC Certification of Authority

I, Earl Gage, hereby certify that I am a Partner, Member or Manager
(Name)
of Diplomat Security LLC a limited liability partnership under RSA 304-B or a
(Name of Partnership or LLC)
limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not expired.

DATED: 2/26/25

ATTEST:

Earl Gage Owner
(Name and Title)

EG



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2024

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

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

PRODUCER Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Nicole Baer PHONE (AC, Hk, Ext): (603) 669-3218 FAX (AC, No): (603) 645-4331 EMAIL ADDRESS: manch.certs@crossagency.com
	INSURER(S) AFFORDING COVERAGE: INSURER A: CSU Producer Resources, Inc. INSURER B: Arbeta Mutual Ins Co INSURER C: Travelers Property Casualty Co of America INSURER D: INSURER E: INSURER F:

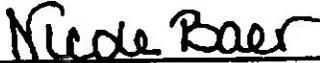
COVERAGES **CERTIFICATE NUMBER:** 24-25 All Lines **REVISION NUMBER:**

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

LINE LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CSU0187438	05/13/2024	05/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Errors & Omissions \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1020056524	06/20/2024	06/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		6JUB0W538399 (3a.) NH	06/18/2024	06/18/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Earl Gage is excluded from workers compensation coverage						

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

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

CERTIFICATE HOLDER State of NH, NH Department of Corrections PO Box 1806 Concord NH 03302	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 

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EB

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.

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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.

Earl Gage
Name


Signature

2/26/25
Date

ER

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.

Carl Gage
Name


Signature

2/26/25
Date

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

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

(1) Definitions

a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) Obligations and Activities of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

NH Department of Corrections
State of New Hampshire Agency Name

Helen E. Hanks
Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

4/8/2025
Date

Diplomatic Security LLC
Contractor Name

Earl Gage
Contractor Representative Signature

Earl Gage
Authorized Contractor Representative Name

Owner
Authorized Contractor Representative Title

2/26/25
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
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CONCORD, NH 03302-1806
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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): Earl Gage Date: 2/26/15
(Name of Contract Signatory)
Signature: [Signature]
(Signature of Contract Signatory)

EAR