

**Request for Proposals (RFP)  
Terms and Conditions**



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

P.O. BOX 1806  
CONCORD, NH 03302-1806

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William L. Wrenn  
Commissioner

Bob Mullen  
Director

Date Posted: 3/31/2009

**Request for Proposals (RFP)  
Terms and Conditions**

Re: RFP Title: Incarceration of State-Sentenced Female Offenders Services  
RFP Number: NHDOC 09-13-GFCOMM  
RFP Due Date: 4/29/2009, **no later than 2:00pm EST**

**NH Department of Corrections Mission Statement:** *Our Mission is to provide a safe, secure, and humane correctional system through effective supervision and appropriate treatment of offenders, and a continuum of services that promote successful re-entry into society for the safety of our citizens and in support of crime victims.*

This mission is supported through contracts with non-profit corporations; public corporations; public agencies (agency or department of municipal, county or state government); or by private proprietorships, partnerships, or corporations; or a consortium of public, non-profit, and private entities, that are awarded contracts through the State of New Hampshire Request for Proposals (RFP) process.

**A. TERMS, CONDITIONS AND PROCEDURES FOR SUBMITTING PROPOSALS**

**1. Brief Description:**

Attached is a Request for Proposals and contract format for providing Incarceration of State-Sentenced Female Offenders services for the New Hampshire Department of Corrections (herein known as the "NHDOC," "State" or, "Department"). A contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning 7/1/2009, or, upon Governor and Executive Council approval, whichever is later, through 6/30/2010 with an option to renew for two additional periods of up to one (1) year each only after the approval of the Commissioner of Corrections and the Governor and Executive Council of the State of New Hampshire.

The purpose of this RFP is to solicit proposals for the Incarceration of State-Sentenced Female Offenders. Copies of the RFP and accompanying forms can be downloaded from our website at: <http://www.nh.gov/nhdoc/business/rfp.html>. Forms on the website cannot be used for data entry, but may be printed and information manually entered.

## **2. Background Information:**

The NH Department of Corrections is committed to providing safe, secure, and humane correctional custody of all inmates remanded to its care. The NH State Prison for Women is dedicated to providing gender specific opportunities for self-improvement for each inmate.

With an increasing number of women being sentenced to state incarceration, the current physical environment is being taxed. In an effort to maintain the high standard of custody and program service delivery, the NHDOC looks to place appropriate inmates with state sentences in other correctional facilities. The NHDOC is seeking correctional housing for state inmates that shall adhere and uphold the caliber of services related to education, substance abuse, and mental health services that state incarcerated offenders are afforded.

## **3. Vendor Conference and Facility Tours: (THIS SECTION IS NOT APPLICABLE)**

## **4. Proposal Inquiries:**

- 4.1. An individual who is authorized to commit the organization to provide the services necessary to meet the requirements of this RFP must submit all inquiries.
- 4.2. Inquiries must be received no later than 2:00pm, 4/9/2009.
- 4.3. Answers to all written inquiries received will be posted on the NHDOC website: <http://www.nh.gov/nhd/doc/business/rfp.html>, on or prior to 4/13/2009.
- 4.4. All inquiries concerning this Request for Proposals shall be made in writing, citing the RFP Title, RFP Number, Page, Section, and Paragraph, and submitted to:

Attn: Joanne Fortier, Warden  
NH Department of Corrections  
NH State Prison for Women  
317 Mast Road  
Goffstown, NH 03045

Phone Number: (603) 668-6137  
Fax Number: (603) 666-7109  
Email: [jfortier@nhd.doc.state.nh.us](mailto:jfortier@nhd.doc.state.nh.us)

## **5. Last Date of Vendor Inquiries:**

Inquiries must be received no later than 2:00 pm, on 4/9/2009. Inquiries received after this date and time shall be addressed only if they are deemed by the NH Department of Corrections to be critical to the competitive bid process. An official written answer shall be posted on the NHDOC website to all questions meeting these requirements.

## **6. Specifications:**

Vendors must submit proposals as specified. Vendors shall be notified in writing if any changes to proposal specifications are made. Verbal agreements or instructions from any source are not authorized.

## **7. Proposal Submissions:**

- 7.1. Please submit **one (1) original** complete proposal signed in **blue ink**. These original copies must be typed in **black ink**. All corrections must be initialed by the person with official authority to sign the contract.
- 7.2. In addition, submit **three (3) photocopies** of the proposal and **two (2) CD's** (MS Word, MS Excel, format(s) only).
- 7.3. Proposals that are not complete or unsigned shall be considered "technically non-compliant".
- 7.4. Proposal received after the deadline shall be considered "technically non-responsive" and the prospective vendor shall be so notified by the NH Department of Corrections and the proposal shall be sent back to the prospective vendor unevaluated.
- 7.5. Proposals **must be sealed** or they shall not be accepted.

- 7.6. The sealed proposal(s) shall be submitted held together with binder clips or paper clips and shall follow the sequence of the RFP and the RFP Check Sheet. If your organization adds a cover page that page shall state:
- 7.6.1. the title of this RFP;
  - 7.6.2. the Vendor's organizational name; and,
  - 7.6.3. the submission date.

**8. More than One Submission: (NOT APPLICABLE)**

**9. Document Alterations/Changes/Omissions:**

It is unlawful to make any alteration(s) to the text or format of this document, or the text or format of any addendum or attachment to this document. A signature on the Cover Sheet of the person authorized to legally bind the Vendor to the terms of this Request for Proposals signifies that no alterations have been made to the original text or format of this Request for Proposals. Any alterations made to the original text of this document may result in the proposal being considered technically non-compliant.

**10. Evaluation Criteria/Procedural:**

- 10.1. The proposal shall be subject to a procedural review by the Contract Administrator prior to any other evaluation reviews to ensure the Proposal(s) submitted:
  - 10.1.1. conform in form and format to the instructions contained within the RFP;
  - 10.1.2. is complete;
  - 10.1.3. is properly executed; and
  - 10.1.4. contains all required supporting documentation.
- 10.2. The NH Department of Corrections Contract Administrator may reject proposals not meeting every one of the above criteria during the Procedural Evaluation prior to any programmatic content review.

**11. Other Contractual Documents Provided by the NHDOC:**

The State Long Form Contract, form P-37, is located as a separate link on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>

**12. Labeling and Addressing the Proposal for Submission:**

Please clearly mark the outside of your envelope *Incarceration of State-Sentenced Female Offenders (NHD0C 09-13-GFCOMM)*. Proposals must be received by the Contract Administrator, PO Box 1806, Concord, NH 03302-1806 or hand delivered to Room 324, on the third floor of the Main Building in the Governor Gallen State Complex, 105 Pleasant Street, Concord, NH no later than 4/29/2009 at 2:00pm EST. to be considered.

**13. Cancellation:**

The NH Department of Corrections reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.

**14. Financial Commitment:**

Financial commitment by the NH Department of Corrections shall not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a contract.

**15. Rejection of Proposals:**

- 15.1. A Vendor's proposal may be rejected at any time if the Vendor:
  - 15.1.1. has any interest that may, in the sole discretion of NHD0C, conflict with performance of services for the State;
  - 15.1.2. fails to demonstrate to the satisfaction of NHD0C that it is in sound financial condition;

- 15.1.3. fails to make an oral presentation if requested by NHDOC at a time, place, and in a manner satisfactory to NHDOC; and
- 15.1.4. fails to reach agreement with NHDOC on any and all Contract terms.

**16. Other Remedies for Technically Non-Compliant:**

- 16.1. The NHDOC, in its sole discretion, may determine that non-compliance with any RFP requirement is insubstantial. In such cases the NHDOC may:
  - 16.1.1. seek clarification;
  - 16.1.2. allow the Vendor to make corrections; or,
  - 16.1.3. apply a combination of the two remedies.

**17. Addendum(s) and/or Amendment(s) to, or Withdrawal of the RFP:**

- 17.1. If NHDOC decides to amend or clarify any part of this RFP, a written amendment shall be provided to all Vendors on the NHDOC website: <http://www.nh.gov/nhdoc/business/rfp.html>.
- 17.2. NHDOC, at its discretion, may amend the RFP at any time prior to the Proposal Due date and terminate this procurement in whole or in part at any time.
- 17.3. The NH Department of Corrections at its discretion may request clarification from a Vendor of a Proposal submitted.
- 17.4. Whereas the Department may change the RFP up until the Proposals Due date listed in Table 32.1. if as a result of a change to the RFP the Department believes that Vendors will not have enough time to effect changes necessary to their Proposal prior to the Proposal Due date listed in Table 32.1 the Department may postpone the Proposal Due date for a period of up to 30 days in the best interest of the State and/or to allow for fairness in the competitive bidding process. Notice of this postponement shall be posted on the NHDOC website with the RFP prior to the Proposal Due Date listed in this RFP.

**18. Proposal Submission:**

Prospective Vendors shall comply with instructions as specified in the Proposal and ensure **sealed** offers are received by the date, time and location identified herein.

**19. Competition:**

The NH Department of Corrections encourages free and open competition among Vendors. Specifications, proposals, and conditions are designed to accomplish this objective, consistent with the NHDOC's needs and guidelines.

**20. Collusion:**

The Vendor's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive proposal.

**21. Disclosure of Sealed Proposal:**

A Vendor's disclosure or distribution of proposals other than to the NHDOC shall be grounds for disqualification.

**22. Oral Presentation:**

Prior to the determination of the award, Vendor(s) may be required to make an oral presentation to clarify any portion of their response or to describe how the service requirements shall be accomplished. Vendor finalists may be asked to conduct the presentation during the period designated in the Schedule of Events.

**23. Terms of Submission:**

All material received in response to this RFP shall become the property of the NHDOC and shall not be returned to the Vendor. Regardless of the Vendor(s) selected, the NHDOC reserves the right to use any information presented in a proposal. The content of each Vendor's proposal(s) shall become public

information once a contract has been awarded and approved by the Governor and Executive Council of the State of New Hampshire.

#### **24. Vendor Responsibility:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, and any resulting contract.

#### **25. Evaluation and Award of Contract:**

- 25.1. The New Hampshire Department of Corrections has approved this Request for Proposals (RFP) for issuance. The RFP process is a procurement option allowing the NHDOC to award contracts based upon the evaluation criteria established by the NHDOC.
- 25.2. Upon review by New Hampshire Department of Corrections and approval by the Governor and Executive Council, the signed contract shall become valid.
- 25.3. NHDOC, may, upon determining that no satisfactory applications have been received for these services, negotiate with a successful applicant for a related service to include this particular service as part of the service package, and/or issue another Request for Proposals for this particular service.
- 25.4. Evaluation of proposals shall be based on evaluation criteria established by the NHDOC.
- 25.5. Evaluation and Award of Contract  
The NHDOC shall convene a review panel to conduct an objective review of the proposals in response to this RFP process. The NHDOC shall award the contract to a Vendor(s) who, through their proposal, best demonstrates the ability to fulfill the needs of the NHDOC. Contract(s) awards shall be based upon the evaluation criteria listed below in section 28.2.

#### **26. Liability:**

The NHDOC shall not be held liable for any costs incurred by the Vendor in the preparation of their proposal, or, for work performed prior to contract issuance.

#### **27. Best Interest of the State:**

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

#### **28. Proposal Review and Evaluation Criteria:**

- 28.1. NHDOC shall conduct an objective review of proposals received in response to this RFP process. The evaluation shall be based on the demonstrated capabilities of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP.
- 28.2. Evaluation Criteria:
  - 28.2.1. Proposals shall be evaluated based upon the proven ability of the Vendor to satisfy the requirements of this Request in a cost-effective manner. Specific weightings are:
    - Cost – points awarded based upon lowest daily rate (Maximum = 40 points)
    - Proximity to NHDOC – Points awarded based on proximity (Maximum = 20 points)
    - Capacity – Points awarded based on ability to meet the NHDOC’s capacity needs (Maximum = 20 points)
    - Programming – Points awarded based on ability to meet programming needs as outlined by the NHDOC (Maximum = 20 points)
    - Financial Stability – No Points awarded this is a pass/fail indicator of organizational health. This will be graded as either Adequate or Inadequate. Proposals found to be Inadequate may not be reviewed further at the discretion of the NHDOC.

- 28.2.2. To be considered the Vendor **must** provide at a minimum, programs to address substance abuse, mental health and education. See Exhibit A – Scope of Services, section number 3 - General Service Provisions, for further specifications of these required programs.
- 28.3. The NHDOC shall award contract(s) based on the best cost of estimated services to be provided, the ability to provide service, and the organization's financial stability.
- 28.4. Organizations shall be able to provide proof that technicians are eligible, through certification, or, licensure in the State of New Hampshire at any point during the contract procurement process and the contract term.
- 28.5. The Vendor must provide a signed and dated statement of financial stability.
- 28.6. References may be submitted; however they will not be rated with a score.
- 28.7. The NHDOC reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.

**29. Special Notes:**

- 29.1. The headings of the sections of this RFP are for convenience only and shall not affect the interpretation of any section.

**30. Budget Narrative:** Cost Proposal and Funding.

The dollar amount quoted in the Cost Proposal (see Exhibit B - Estimated Budget/Method of Payment) by the Vendor is to be based on a per diem rate per offender. The NH Department of Corrections has the authority make adjustments to reflect the actual period of the contract. The actual term of this contract is expected to be from July 1, 2009, or, upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2010.

**31. Scoring Criteria for Contractor Comparison:**

Category	Total Points Per Category
1. Total Estimated Cost	40
2. Proximity to NHDOC	20
3. Ability to Meet Capacity Demands	20
4. Ability to Provide Services Mental Health, Substance Abuse Treatment, Educational and Work requirements as outlined in the RFP.	20
Financial stability of Contractor:	
1. Statement of Financial Stability	Adequate / Inadequate
<b>Total of all Categories</b>	<b>100</b>

**Note: In the event that in either category (Ability to Provide Services, or, Financial Stability of the Contractor) the Vendor is assessed to be Inadequate the proposal will be returned to the Vendor stating the reason for the Proposal not being assessed further. References are not taken into consideration int his scoring criteria, but should be provided on the behalf of the Vendor even though they are not scored. The Department of Corrections will determine suitability to provide the above services on an individual basis. Final decisions by the NHDOC are final and are not subject to reconsideration unless the Department so chooses.**

**32. Schedule of Events (Timetable):**

32.1. Table of Events and Important Dates:

Event #	Description of Event	Date of Event
1	RFP Issued	March 27, 2009
2	Written Inquiries Due From Vendor	April 9, 2009
3	DOC Posts Inquiries and Answers	April 13, 2009
4	Bidder Proposals Due	April 29, 2009
5	Presentations of Selected Bidders	By Request, If Necessary
6	Best & Final Offer	If Necessary
7	Contract Finalization	May/June 2009
8	Approval by the Governor and Executive Council	June-09
9	Expected Services Start Date	July 1, 2009, or, upon G&C approval, which ever is later.

**Note:** The above Table of Events and Important Dates may be altered at any time by the Department with the exception of No. 4. – Vendor Proposals Due. The Vendor Proposals Due date cannot be changed in order to maintain the integrity of the public contract procurement process of the State of NH except for the reasons as stated in section - 17.4 of the terms and conditions of this RFP.

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**PROPOSAL FOR:**

Providing Incarceration of State-Sentenced Female Offenders for the New Hampshire Department of Corrections (locations listed in Exhibit A). This section is for the purpose of ensuring that the Vendor has included all information on all treatment services. The Vendor must bid on all services No partial treatment service bids shall be accepted.

Responding to RFP Number: NHDOC (09-13-GFCOMM)

**PLEASE TYPE OR CLEARLY PRINT IN THE SPACES PROVIDED BELOW.**

1. **OFFER:** The undersigned hereby proposes to furnish to the STATE OF NEW HAMPSHIRE, the services as described in the PROPOSAL in accordance with the specifications contained herein. The signer of the Vendor below signifies the assent of the Vendor to all of the terms and conditions of this RFP.

(Name of the Organization as Written on the Certificate of Good Standing)

2. VENDOR: \_\_\_\_\_

Name of Corporation or Respondent

(Physical Address of the Organization - NO PO Box #'s)

3. ADDRESS: \_\_\_\_\_

Street Address

\_\_\_\_\_  
City or Town

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

4. SIGNATURE : \_\_\_\_\_ INITIALS: \_\_\_\_\_

5. DATE SIGNED: \_\_\_\_\_

6. TITLE OF SIGNATORY: (title of signatory) \_\_\_\_\_

7. NAME OF SIGNATORY: (name of signatory) \_\_\_\_\_

8: CONTACT PERSON: (contact person if different from signatory) \_\_\_\_\_

9. TELEPHONE: (telephone number of contact person) \_\_\_\_\_

10. E-MAIL: (email of contact person) \_\_\_\_\_

11. FAX: (fax number of contact person) \_\_\_\_\_

Format for Submission:

Please submit **one (1) original** complete proposal signed in **blue ink**. This original copy must be typed or clearly printed in **black ink**. All corrections must be initialed. Submit **three (3) photocopies** of the original Proposals and **two (2) CD's of proposals in MS Word or MS Excel**. Proposals that are not complete or unsigned will be considered "technically non-compliant". Any proposal received after the deadline will be considered "technically non-responsive" and the Vendor will be so notified by the NH Department of Corrections and the proposal will be sent back to the Vendor unopened. Proposals must be **sealed** or they will not be accepted. Do not staple any part of your proposals. Only use paper clips or binder clips to secure and separate your proposals. **Vendor's MUST initial the bottom corner of each page of their Proposal.**

If interested in submitting a proposal for these services, please fully complete, execute and return every page of this RFP and additionally submit the following:

- A thorough narrative describing each and all of the programs, which shall be delivered by the VENDOR. At a minimum, programs to address substance abuse, mental health, and education as listed in Exhibit A section 3.9.inclusive.
- Attachment 1 - Rules of Conduct – ([Attachment 1](#));
- Attachment 2 - Administrative Rules - ([Attachment 2](#));
- Attachment 3 - Confidentiality of Information Agreement ([Attachment 3](#));
- Attachment 4 - Certificate of Authority (execute and submit only the one that applies to your entity) ([Attachment 4 Corp W/Seal](#), [Attachment 4b WO/Seal](#), [Attachment 4d Partnership](#), [Attachment 4c Sole Proprietor](#));
- Attachment 5 - Alternate W-9 Form ([W-9 Document](#));
- Attachment 6 - Contract Form P-37; ([P-37 Document](#)).
  - Please fully execute: Items 1.3, 1.4, 1.11, and 1.12, in front of a Notary Public or Justice of the Peace and have them fill out Items 1.13, 1.13.1, and 1.13.2.

All documentation listed above are necessary for the successful completion and submission of Proposals. They are located on the following webpage: <http://www.nh.gov/nhdoc/business/rfp.html> under the heading "*TOOLS AND RESOURCES FOR BIDDERS.*" (Direct link to above document web page: <http://www.nh.gov/nhdoc/business/RFPBiddingTools.htm>.)

Other necessary forms (**Not included on the above web page, must also be provided by the Vendor**):

- Certificate of Good Standing:  
(NOT INCLUDED HEREIN, **must be provided by vendor**) (This document can be found as a link on this webpage) In order to obtain a Certificate, write directly to the Secretary of State, Corporate Division, State House Room 204, 107 North Main Street, Concord, NH 03301-4989. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check for (CALL FOR FEES) made payable to the State of New Hampshire. In the event that you need to expedite the request, you may fax the request to (603) 271-3247 or go in person to request a copy and you will be billed (CALL FOR FEES) for the expedited service. Include your mailing address, corresponding check number, telephone and fax numbers. You will receive a fax of the Certificate in addition to a mailed copy.
- Certificate of Insurance:  
(NOT INCLUDED HEREIN, **must be provided by vendor**) You must contact your Insurance provider and follow their processes to get this form pursuant to section 14 of the State Long Form Contract (Link: [P-37 Document](#)). The NH Dept. of Corrections, PO Box 1806, Concord, NH, 03302-1806 must be listed at the certificate holder on the document. Once obtained you may include it with your responding Proposal. If necessary you may have your insurance provider fax the Department of Corrections a copy of the form. Faxes are to be sent to: (603) 271-5639, care of the Contract Administrator.

Non-Profit/Not-for-Profit organizations *must* also submit the following information with their Proposals (not necessary for County Correctional Facilities):

- Most Recent Audited Financial Statements (**The most recent financial statements and related footnotes prepared in accordance with generally accepted accounting principles with an unqualified opinion/audited by a certified public accountant.**)
- List of the Board of Directors with addresses
- List of Key Personnel with Salaries
- Resumes or Job Descriptions of All Personnel Involved with the Program

*The remainder of this page is intentionally blank.*

1. Description of Services, Location and Duration:

- 1.1. The VENDOR agrees to provide Incarceration Services as outlined in this section to the State of New Hampshire Department of Corrections, for the period from 7/1/2009, or, upon G&C approval, whichever is later, through 6/30/2010.
- 1.2. This Contract may be renewed for an additional period of up to 2 years, with mutual agreement between the VENDOR and the Commissioner of Corrections and upon approval by the Governor and Executive Council of the State of New Hampshire.
- 1.3. The locations are listed below. Locations requiring this service are marked with an X:

NH DOC Locations Requiring this Service

<input checked="" type="checkbox"/>	NH State Prison for Women	317 Mast Road,	Goffstown, NH. 03045
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2. Total Populations for all relevant NHDOC Facilities: NOT APPLICABLE

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3. General Service Provisions:

- 3.1 The duration of the agreement is for the period from Governor and Executive Council approval through June 30, 2010.
- 3.2 The NH DOC is looking to house at the VENDOR facility state-sentenced female inmates.
  - 3.2.1 The capacity your agency shall provide to NH DOC female inmates in State fiscal year 2010 is: \_\_\_\_\_, and 2011 is: \_\_\_\_\_.  
**(enter maximum capacity designated for NHDOC inmates per each State fiscal year in spaces provided above)**
- 3.3 The NH DOC shall attempt to avoid placing inmates with the VENDOR who are:
  - 3.3.1 scheduled for multiple court appearances in other jurisdictions, or, who are chronic care patients as screened by NHDOC medical staff.
- 3.4 The NH DOC inmates shall receive the same clothing, food, bedding, and personal hygiene items as provided to the VENDOR inmates in the facility at no additional cost to the NH DOC inmates or to the NH DOC.
- 3.5 The following items will be authorized to transfer with the NH State inmates to and from the VENDOR facility: sweatshirts, undergarments, and sneakers. Inmates discharged to any NH DOC facility will retain these items. If the inmate is discharged to the community ALL state issued property will be returned to the NH DOC.
- 3.6 The VENDOR shall offer NH DOC inmates the same access to the canteen (commissary) as available to the VENDOR inmates and the VENDOR shall manage the NH DOC inmates' accounts while they are at the VENDOR facility.
- 3.7 NH DOC inmates in the VENDOR facility shall have access to and be provided with medical and dental care in accordance with the procedures of the VENDOR. Medical or dental services that cannot be provided within the VENDOR facility shall be the financial responsibility of the NH DOC. All NH DOC inmates shall receive inpatient/emergency hospital care at a rate that does not exceed 110% of Medicare and outpatient hospital services. Services shall occur at a hospital with which the NH DOC has a contract, or, with prior approval of NH DOC, a medical facility already under contract by the VENDOR. The VENDOR shall provide the NH DOC copies of all medical contracts for administrative cost comparisons. The VENDOR shall provide transportation when these services are needed at no additional cost to NHDOC.
- 3.8 NH DOC inmates shall arrive at the VENDOR facility with a two-week supply of their prescribed medications. If additional prescriptions and/or refills of existing prescriptions are required, the VENDOR shall provide the prescription, compute the cost of the medications only and shall provide NH DOC with a separate itemized bill by inmate. The Vendor shall abide by NHDOC medication formulary for all NHDOC inmates.

- 3.9 NH DOC inmates shall participate in the programming delivered to all female inmates in accordance with the percentage of the female inmate population they represent. Programs offered at a minimum shall include:
- 3.9.1 Substance Abuse Services (SAS):
    - 3.9.1.1 Evidence based gender specific programs shall be delivered by a licensed Alcohol and Drug Counselor (LADC) or a LADC eligible individual.
    - 3.9.1.2 SAS shall include individual counseling, classroom work, and support groups.
    - 3.9.1.3 SAS shall be made available to NH DOC inmates at a minimum of once each week throughout the year.
    - 3.9.1.4 Impact of crime and anger management will each be offered at a minimum of 4 times per year in accordance with NHDOC curriculum.
  - 3.9.2 Mental Health:
    - 3.9.2.1 Throughout the duration of incarceration at the VENDOR facility, a NH DOC inmate shall have access to a licensed mental health clinician who provides treatment to include but not limit to crisis management, coping skills and women's issues. Psychiatric staff will also be available for maintenance of their psychiatric issues and diagnostic clarification of new cases upon referral from the Vendor's licensed mental health clinician.
  - 3.9.3 Education:
    - 3.9.3.1 NH DOC inmates shall be able to participate in GED or high school credit bearing classes provided by a Department of Education certified instructor on a weekly basis.
- 3.10 Work-Status and Compensation:
- 3.10.1 The VENDOR shall allow NH DOC inmates' access to work and/or skill development opportunities in the VENDOR facility and receive the same compensation rates available to other inmates. This compensation shall be included in the daily rate.
  - 3.10.2 All NH DOC inmates without a paying job will be paid \$1.00 a day, 5 days a week, by the VENDOR.
  - 3.10.3 All NH DOC inmates will be considered employed for visitation purposes.
- 3.11 The VENDOR shall ensure housing units where NH DOC female inmates shall always have at least one female staff member on duty at all times. Male staff shall not conduct clothed or unclothed searches of female inmates absent emergency circumstances as defined by the VENDOR policy.
- 3.12 The VENDOR shall have standards consistent with the requirements of the Federal Prison Rape Elimination Act. The NH DOC shall be notified of any changes to these standards.
- A copy of the VENDOR standards that satisfy this requirement shall be provided and updated when changes are made to this policy.
- 3.13 Transportation of NH DOC inmates shall occur with at least one VENDOR female staff member present at all times.

- 3.14 NH DOC inmates shall be housed at a classification custody level that most closely parallels the NH DOC classification system and shall be afforded the privileges in accordance with the NH DOC classification system. If these privileges are contrary to the procedures of the VENDOR, the VENDOR procedures shall take precedence. NH DOC inmates shall not be housed in a reduced custody setting without the prior written approval of the NH DOC Classification Administrator or designee.
- 3.15 NH DOC inmates shall engage in programming, recreation and visitation in accordance with the rules and policies of the VENDOR, notwithstanding 3.10.3.
- 3.16 NH DOC inmates shall be advised of, and shall adhere to, the rules and policies of the VENDOR and shall be subject to the disciplinary processes and sanctions of the VENDOR.
- 3.17 Transportation between the NH DOC and the VENDOR facility shall be the responsibility of the NH DOC. The VENDOR shall be responsible for all other transportation at no additional charge to the inmate or to the NH DOC for any transportation required for NH DOC inmates while at the VENDOR facility.
- 3.18 The NH DOC shall have a representative available to meet with the NH DOC inmates at the VENDOR facility to facilitate release planning and to address concerns raised by the inmates. The NH DOC shall designate a liaison for the VENDOR to contact to resolve questions and concerns regarding the NH DOC inmates at the VENDOR facility and to monitor contract requirements.
- 3.19 The NH DOC shall pay the daily rate for the first day of delivery of the inmate to the VENDOR facility, but not the last day that the inmate is released back to NH DOC custody.
- 3.20 The inability of the VENDOR to accommodate the total number of inmates for each year listed in their Proposal shall constitute an Event of Default and as such may be remedied in accordance with the provisions set fourth in the State contract form P-37 at the discretion of the NH DOC.

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4. Standard Contractual Requirements:

- 4.1. The Contractor shall adhere to and maintain compliance with the following: consent decrees, state laws and regulations, Departmental policy and procedure directives and accreditation standards as applicable.
- 4.2. The Contractor shall adhere to Department's confidentiality policy and procedure directives.
- 4.3. The Contractor shall ensure that qualified professionals provide the services required.
- 4.4. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 4.5. The Department may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person so removed or denied access are delivered.
- 4.6. Information: (**Note: Sec. 3.21. "Information" shall survive the expiration of the Contract**)
  - 4.6.1. In performing its obligations under the Contract, the Vendor may gain access to information of the inmate/customer, including confidential information. The Vendor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for Vendor's performance under the Contract.
  - 4.6.2. The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all information of the inmate/customer that becomes available to the Vendor in connection with its performance under the Contract.
  - 4.6.3. Any disclosure of the inmate/customer's information shall require prior written approval of the NHDOC. The Vendor shall immediately notify the NHDOC if any request, subpoena or other legal process is served upon the Vendor regarding the inmate/customer's information, and the Vendor shall cooperate with the NHDOC in any effort it undertakes to contest the subpoena or other legal process.
  - 4.6.4. In the event of unauthorized use or disclosure of the inmate/customer's information, the Vendor shall immediately notify the NHDOC, and the NHDOC shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.
  - 4.6.5. Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the NHDOC is subject to the Right to Know law, RSA Chapter 91-A. The NHDOC shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with RSA Chapter 91-A.
  - 4.6.6. In the event the NHDOC receives a request for the information identified by the Vendor as confidential or proprietary, the NHDOC shall notify the Vendor and specify the date the NHDOC will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the NHDOC shall release the information on the date specified in the NHDOC's notice to the Vendor.
- 4.7. Change of Ownership: In the event that the Vendor should change ownership for any reason whatsoever, the NHDOC shall have the option of continuing under the Contract with the Vendor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Vendor or, its successors or, assigns for such period of time as determined necessary by the NHDOC, or immediately terminating the Contract.

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- 4.8. Cancellation of the Contract: The NH Department of Corrections reserves the right to cancel this contract for the convenience of the State with no penalties by giving the Vendor 60 days notice of said cancellation.
- 4.9. Declaration of Liaison: The Vendor shall, within (5) days after the award of the Contract: submit a written identification and notification to NHDOC of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Vendor's performance under the Contract.
  - 4.9.1. Any written notice to the Vendor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid, and addressed to the person designated by the Vendor under this paragraph.
  - 4.9.2. The Vendor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 4.9. Vendor Contract Liaison Responsibilities: The Vendor shall designate a representative to act as liaison between the Vendor and NHDOC for the duration of the Contract. The representative shall be responsible for:
  - 4.9.1. representing the Vendor on all matters pertaining to the Contract. Such a representative shall be authorized and empowered to represent the Vendor regarding all aspects of the Contract;
  - 4.9.2. monitoring the Vendor's compliance with the terms of the Contract;
  - 4.9.3. receiving and responding to all inquiries and requests made by NHDOC in the time frames and format specified by NHDOC in the RFP and in the Contract; and
  - 4.9.4. meeting with representatives of NHDOC on a periodic or as-needed basis to resolve issues which may arise.
- 4.10. NHDOC Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner of Corrections, or designee, shall act as liaison between the Vendor and NHDOC for the duration of the Contract. NHDOC reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Vendor with written notice of such change. NHDOC representative shall be responsible for:
  - 4.10.1. representing NHDOC on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NHDOC regarding all aspects of the Contract subject to Governor and Executive Council approval, where needed;
  - 4.10.2. monitoring compliance with the terms of the Contract;
  - 4.10.3. responding to all inquiries and requests related to the Contract made by the Vendor, under the terms and in the time frames specified by the Contract;
  - 4.10.4. meeting with the Vendor's representative on a periodic or as-needed basis and resolving issues which arise; and,
  - 4.10.5. informing the Vendor of any discretionary action taken by NHDOC pursuant to the provisions of the Contract.
- 4.11. Reporting Requirements: The Vendor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by NHDOC including but not limited to:
  - 4.11.1. monthly summary of the sales of services provided by inmate,
  - 4.11.2. It is the intent of NHDOC to work with any contractor to provide any reporting required that meets our needs.

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- 4.11.3. The NHDOC welcomes suggestions from Vendors that would result in a more efficient administration of any contract.
- 4.11.4. Any information requested would be specific to NHDOC inmates only.
- 4.12. Performance Evaluation: NHDOC shall, at its discretion:
  - 4.12.1. Monitor and evaluate the Vendor's compliance with the terms of the Contract.
  - 4.12.2. Meet with the Vendor at a minimum of twice a year to assess the performance of the Vendor relative to the Vendor's compliance with the contract as set forth in the approved contract document.
  - 4.12.3. Review reports submitted by the Vendor. NHDOC shall determine the acceptability of the reports. If they are not deemed acceptable, NHDOC shall notify the Vendor and explain the deficiencies.
  - 4.12.4. Request Additional Reports the NHDOC deems necessary for the purposes of monitoring and evaluating the performance of the Vendor under the Contract.
- 4.13. Modifications to the Contract: In the event of any dissatisfaction with the Vendor's performance the NH DOC will inform the Vendor of any dissatisfaction and will include requirements for corrective action, the NHDOC has the right to: require that the VENDOR remedy the deficiency within 30 days from submission of the requirements for corrective action to either, correct the issue to the satisfaction of the NH DOC, or, submit a plan with a realistic timeline for when satisfaction will be attained.
  - 4.13.1. The Department of Corrections has the right to terminate the contract, if NHDOC determines that the Vendor is:
    - 4.13.1.1. not in compliance with the terms of the Contract; or,
    - 4.13.1.2. as otherwise permitted by law or as stipulated within this contract.
  - 4.13.2. Any change in the Contract including the Vendor responsibilities and NHDOC responsibilities described herein, whether by modification and or supplementation, if deemed substantial by the NHDOC shall be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Vendor and the Department of Corrections of the State of New Hampshire and approved by the Governor and Executive Council.
  - 4.13.3. Any such amendment shall specify an effective date, any increases or decreases in the amount of the Vendor's compensation if applicable and entitled as an "Amendment", and signed by the parties identified in the preceding sentence.
  - 4.13.4. The Vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the Contract.
  - 4.13.5. All "Amendments" are subject to approval by the Governor and Executive Council.
- 4.14. Coordination of Efforts: The Vendor shall fully coordinate his or her activities in the performance of the Contract with those of the NHDOC. As the work of the Vendor progresses, advice and information on matters covered by the Contract shall be made available by the Vendor to NHDOC as requested by NHDOC throughout the effective period of the contract.
- 4.15. Ownership Rights: All material developed or acquired by the Vendor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Vendor shall be released to the public without the prior written consent of NHDOC.
- 4.16. Transference: The Vendor shall not assign any interest in the Contract and shall not transfer any interest, whatsoever, in the Contract without the prior written consent of the Department of Corrections.

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- 4.17. Antitrust: The Vendor understands and agrees that the Contract shall constitute an assignment by the Vendor to NHDOC of all rights, title and interest in and to all causes of action that the Vendor may have under the antitrust laws of the United States or the state for which causes of action have accrued or will accrue as the result of or in relation to the particular goods or services purchased or procured by the Vendor in the fulfillment of the Contract with NHDOC.

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5. Personal Interest:

- 5.1. No official or employee of NHDOC or its governing body and no other public official of the State who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the scope of work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the Contract or proposed Contract.
- 5.2. The Vendor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Vendor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the Contract.
- 5.3. The Vendor represents itself to be an independent Vendor offering such services to the general public and shall not represent its employees to be employees of the NHDOC. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, et cetera... and agrees to indemnify, save, and hold NHDOC and the State, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Vendor shall further understand that neither NHDOC nor the State can save and hold-harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Vendor or any activity of the Vendor's employees performed in connection with the Contract.

6. Bankruptcy or Insolvency Proceeding Notification:

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

7. Legal Compliance: The Contract shall be construed according to the laws of the State of New Hampshire. The Vendor shall comply with all local, state and federal laws and regulations related to the performance of the Contract to the extent that the same may be applicable.

8. Payments: Payment will be made to the NH Department of Corrections either electronically or at the address to be identified in the Contract. The State's tax-exempt certificate number is 026000618W.

9. Appropriation of Funding:

- 9.1. The Vendor shall agree that the funds expended for the purposes of the Contract must be appropriated by and through the NH Legislative Budgeting Process.
- 9.2. The requirements stated in 9.1 above shall apply to any amendment or the execution of any option to extend the Contract.

10. Embodiment of the Contract:

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

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- 10.1.3. a negotiated document (contract) agreed to by and between the parties that is ratified by a meeting of the minds” after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.
  - 10.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 10.1.3. shall govern.
  - 10.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's proposal.
  - 10.4. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern.
  - 10.5. The Vendor is cautioned that their proposal shall be subject to acceptance by the NH Department of Corrections without further clarification.
11. Right to Remedy: No provision in this document or in the Vendor's proposal shall be construed, expressly or implicitly, as a waiver by NHDOC of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract.
12. Cancellation of Contract:
- 12.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Vendor with a written notice of such cancellation.
  - 12.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.
  - 12.3. The NH Department of Corrections (NHDOC) reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least 60 days prior to the effective termination date.
13. Liability: The Vendor shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the Contract. In addition to the liability imposed upon the Vendor on account of personal injury, bodily injury (including death) or property damage suffered as a result of the Vendor's performance under the Contract, the Vendor assumes the obligation to save the State of New Hampshire including its agencies, employees, and assigns, harmless and to indemnify the State of New Hampshire including its agencies, employees, and assigns, from every expense, liability or payment arising out of such negligent act. The Vendor also agrees to hold the State of New Hampshire, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any sub-contractor or other person employed by or under the supervision of the Vendor under the terms of the Contract.
14. Not Applicable.
15. Legal Amendments:
- 15.1. In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the

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extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

- 15.2. Each and every provision of law and clause required by law to be inserted herein and the Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
16. Errors and Omissions Insurance: The Vendor shall maintain errors and omissions insurance in sufficient amounts to protect the State of New Hampshire and the general public against any loss or damage. The Vendor shall indemnify and hold the State harmless against any and all loss, damage, and expense with respect to the Contract resulting from or arising out of dishonest, fraudulent, or criminal acts of the Vendor's employees acting alone or in collusion with others.
17. Confidentiality: Any Vendor that is awarded a Contract must comply with all state and federal laws and regulations relating to confidentiality and privacy, including, but not limited to, rules or regulations of NHDOC.
18. Vendor Transition: NHDOC, at its discretion, in any Contract resulting from this RFP, may require the Vendor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.
19. Audit Requirement: Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the contract.
20. Additional Items/Locations: Upon agreement of both party's additional equipment and/or other facilities belonging to the Department of Corrections may be added to the contract.
21. Employee Information: The contractor shall be responsible for providing the name, DOB and Social Security number of all employees the contractor plans to assign to work at the NH Department of Corrections facilities. DOC shall do a criminal record check on all prospective workers who might be assigned to any departmental facility. Anyone who is found to have a criminal record may not be allowed to work at these facilities. Names must be submitted to the Administrator of Services at least 7 days before work is scheduled to begin. Any new employees that are assigned to work at any DOC facility, the same rules apply for the duration of the contract.
22. Institutional Rules: The Vendor shall submit and keep on file with the NHDOC their current equivalent to the Rules of Conduct, Administrative Rules and Inmate Handbook of the NHDOC and the Vendor shall abide by their rules, all local, State, and federal laws in the service of this contract and the services required of this contract.
23. Tool Inventory: Any tool the contractor needs to provide to perform the required services must be inventoried before entering and leaving the facility.
24. Force Majeure: Neither the Contractor nor the NH Department of Corrections (Department) acting for the State of New Hampshire (the State) shall be responsible for delays or failures in performance

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resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, block outs, riots, acts of Terrorism or War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

25. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the Department shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or its successors or assigns for such period of time as determined necessary by the Department, or immediately terminating the Contract.

26. Special Notes:

- a. The headings of the sections of this RFP are for convenience only and shall not affect the interpretation of any section.
- b. The NHDOC reserves the right to require use of a third party administrator during the life of the contract.

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1. Program Period: The contract shall begin July 1, 2009, or, upon Governor and Executive Council approval, whichever is later, through June 30, 2010.
2. The VENDOR per diem rate per inmate is: \$ \_\_\_\_\_ (insert per diem rate here)
3. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the NH Department of Corrections shall reimburse the VENDOR on a monthly basis for the per diem rate per inmate, as established in section 2 above, upon receipt of an itemized invoice by inmate.
4. It is understood that the total payments made by the NH Department of Corrections under this agreement shall not exceed the sum listed on the P-37 State long form contract in Box 1.8.
5. The Contractor shall complete and submit signed monthly invoices by inmate for the per diem rate containing the following information:
  - 5.1. inmate name, ID number,
  - 5.2. dates of service(s) provided,
  - 5.3. per diem rate according to the contract,
  - 5.4. total cost for the dates of services provided (number of days per inmate, multiplied by the per diem rate).
6. Due dates for monthly invoices and monthly program reports shall be the 15<sup>th</sup> of the month following the month in which services are provided.
7. Requests for payment and any required reports shall be sent to the attention of the Warden at the NH State Prison for Women located at 317 Mast Road, Goffstown NH 03045. The Warden of the NH State Prison for Women shall be responsible for approving invoices for payment.
8. Within thirty days of receipt of an approved invoice, the NH DOC Bureau of Financial Services shall reimburse the Contractor the amount of the Contractor's approved invoice.
9. The NH Department of Corrections may make adjustments of the payment amount and/or suspension of payments if the following occur: The program reports are not submitted in accordance with the instructions established by the NHDOC, or, the invoice is incorrect.
10. Payments:
  - 10.1. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.

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1. This Contract may be renewed twice for two (2) additional periods of up to one (1) year each, with mutual agreement of the parties and upon approval by the Governor and Executive Council of the State of New Hampshire.

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