

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS**

REQUEST FOR PROPOSAL



In-State Courier Services

RFP NHDOC 23-01-GFNCF

ISSUE DATE: October 25, 2022

CLOSING DATE: December 16, 2022

Table of Contents

SECTION A: OVERVIEW AND SCHEDULE	4
1. Executive Summary	4
2. Schedule of Events (Timetable)	5
SECTION B: DESCRIPTION OF AGENCY/DIVISION/PROGRAM	6
SECTION C: GENERAL SCOPE OF SERVICES	6
1. Description of In-State Courier Services	6
2. Outline of Minimum Required Services	6
3. Administrative Rules, Policies, Regulations and Policy and Procedure Directives	7
4. Protected Health Information (PHI)	7
5. Health Insurance Portability and Accountability Act (HIPAA)	7
6. Prison Rape Elimination Act (PREA) of 2003	8
SECTION D: PROCESS FOR SUBMITTING A PROPOSAL	9
1. Proposal Submission Deadline, Labeling, Addressing Instructions	9
2. Submission Criteria	9
3. Contact Information – Sole Point of Contact	10
4. Proposal Inquiries	10
5. Addendum(s) or Withdrawal of RFP	11
6. Restriction of Contact with Agency Employees	11
7. Validity of Proposal	11
8. Alternations/Changes to RFP and Associated Documents	11
9. Sub-contractors	11
SECTION E: CONTENT AND REQUIREMENTS FOR A PROPOSAL	12
1. Proposal Organization	12
SECTION F: EVALUATION OF PROPOSALS	15
1. Evaluation Criteria and Scoring	15
2. Proposal Review	15
3. Planned Evaluations	16
4. Initial/Procedural Screening of Technical Proposals	16
5. Preliminary Technical Scoring of Proposals	16
6. Final Technical Scoring of Proposals	16
7. Cost Proposal Review	16
8. Best and Final Offer (BAFO)	17
9. Final Selections	17
10. Rights of the NH Department of Corrections	17
SECTION G: TERMS AND CONDITIONS RELATED TO THE RFP PROCESS	18
1. RFP Addendum	18
2. Non-Collusion	18
3. Property of the State	18
4. Confidentiality of a Proposal	18
5. Public Disclosure	18
6. Non-Commitment	19
7. Proposal Preparation Cost	19
8. Ethical Requirements	19
9. Challenges on Form or Process of the RFP	19
SECTION H: CONTRACT TERMS AND AWARD	20
1. Non-Exclusive Contract	20
2. Award	20
3. Standard Contract Terms	20
4. Special Terms (Not Applicable)	20

SECTION I: APPENDIXES	21
Appendix A – Transmittal Letter	22
Appendix B – Exception to Terms and Conditions	24
Appendix C – Standard Terms and Conditions	26
FORM NUMBER P-37 (version 12/11/2019)	27
SPECIAL PROVISIONS, EXHIBIT A	31
1. Form Number P-37 (version 12/11/2019)	31
SCOPE OF SERVICES, EXHIBIT B.....	32
1. Purpose	32
2. Performance Period	32
3. Location of Services	32
4. Description of In-State Courier Services	33
5. Courier Service Schedule	34
6. General Service Provisions	36
7. Administrative Rules, Policies, Regulations and Policy Procedure Directives	37
8. Protected Health Information (PHI)	37
9. Health Insurance Portability and Accountability Act (HIPAA)	37
10. Prison Rape Elimination Act (PREA) 2003	37
11. Change of Ownership	38
12. Contractor Designated Liaison	38
13. Contractor’s Liaison’s Responsibilities	38
14. NH Department of Corrections Contract Liaison Responsibilities	38
15. Reporting Requirements	39
16. Performance Evaluation	39
17. Performance Measures	39
18. Bankruptcy or Insolvency Proceeding Notifications	40
19. Embodiment of the Contract	40
20. Cancellation of Contract	40
21. Contractor Transition	40
22. Audit Requirement	40
23. Notification to the Contractor	40
24. Information	41
25. Contractor Personnel	41
26. Other Contractual Documents Required by the NH Department of Corrections	41
ESTIMATED BUDGET/METHOD OF PAYMENT, EXHIBIT C.....	42
1. Estimated Budget (Cost Proposal)	42
2. Method of Payment	43
PROPOSAL CHECK SHEET	44
GLOSSARY OF TERMS	47

*State of NH, Department of Corrections
In-State Courier Services
RFP NHD0C 23-01-GFNCF*

SECTION A: OVERVIEW AND SCHEDULE

1. Executive Summary

- 1.1. **Purpose:** The purpose of this Request for Proposal (RFP) is to seek same day In-State Courier Services for the NH Department of Corrections (herein known as the “NHD0C,” “State,” or “Department”) to transport medications (medication bags), interdepartmental communications (mail bags), lock bags, urine specimens and supplies, blood draws, coolers and/or other State owned property between the NH State Prison for Men (NHSP-M), Concord, NH, the Northern NH Correctional Facility (NCF), Berlin, NH and other State agency locations during designated business hours.
- 1.2. **Performance Period:** Contract(s) awarded as a result of this Request for Proposal (RFP) is anticipated to be effective upon Governor and Executive Council (G&C) approval for the period beginning upon July 1, 2023 through June 30, 2025. The Department may extend contracted services for one (1) additional period of up to two (2) years, contingent upon satisfactory Vendor performance, Commissioner approval, continued appropriation, and G&C approval.
- 1.3. **Location of Services:**
 - 1.3.1. In-State Courier Services shall require a Vendor to transport medications (medication bags), interdepartmental communications (mail bags), and lock bags to be performed as a same day service during a designated schedule excluding weekends and official State of NH designated holidays but, to include non-State of NH holidays on a daily basis, five (5) days a week (Monday through Friday) starting at the NHSP-M, Concord, NH to the Northern NH Correctional Facility, Berlin, NH and return to the NHSP-M, Concord, NH.
 - 1.3.2. Locations of services for the following NH Department of Corrections facility locations are marked with an “X” below:

NH Department of Corrections Facility Locations			
X	NH State Prison for Men (NHSP-M)	281 North State Street	Concord, NH 03301
X	Northern Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03750

- 1.3.3. In-State Courier Services shall require a Vendor to transport urine specimens and supplies, blood draws, coolers and/or other State owned property to be performed as a same day service during a designated schedule excluding weekends and official State of NH designated holidays but, to include non-State of NH holidays on the second Tuesday of each month starting at the Northern NH Correctional Facility, Berlin, NH, to the other State agencies locations and return to the Northern NH Correctional Facility, Berlin, NH.
- 1.3.4. Location of services for the following other State agency locations are marked with an “X” below:

Other State Agency Locations			
X	Department of Safety, Forensic Laboratory	33 Hazen Drive, 3 rd Floor	Concord, NH 03301
X	Department of Health & Human Services, Public Health Laboratory	29 Hazen Drive, 1 st Floor	Concord, NH 03301

- 1.4. **Brief Description of Services:**
 - 1.4.1. Partial route Proposals for requested In-State Courier Services for the NH Department of Corrections shall not be accepted.
 - 1.4.2. No premium (overtime) rates for non-State of NH holidays shall be charged.

**State of NH, Department of Corrections
In-State Courier Services
RFP NHDOC 23-01-GFNCF**

- 1.4.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the NH Department of Corrections and the Vendor. The Vendor shall be obligated to continue to provide services to facilities of the NH Department of Corrections even in the event that their geographic location changes.

2. Schedule of Events (Timetable)

The following table, below, provides a Schedule of Events for this RFP through contract finalization and approval by the Governor and Executive Council. The NH Department of Corrections reserves the right to amend this schedule at its sole discretion and at any time through a published Addendum that will serve as a Public Notice.

Event #	Description of Event	Date of Event
1	RFP Issued	October 25, 2022
2	Vendor Conference	TBD, if required
3	Vendor (Proposer) Written Inquiries Due	November 11, 2022 at 2:00PM
4	NHDOC Posts Answers to Inquiries	November 18, 2022
5	Proposals Due	December 16, 2022 at 2:00PM
6	Initial/Procedural Screening of Technical Proposals	December 23, 2022
7	Preliminary/Final Technical Evaluation of Proposals	January 6, 2023
8	Best & Final Offer	TBD, if applicable
9	Anticipated Contract Finalization	January - February, 2023
10	Anticipated Approval by the Governor and Executive Council	March, 2023
11	Expected Services Start Date	July 1, 2023

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*State of NH, Department of Corrections
In-State Courier Services
RFP NHD0C 23-01-GFNCF*

SECTION B: DESCRIPTION OF AGENCY/DIVISION/PROGRAM

The NH Department of Corrections is an executive agency of the State of New Hampshire charged with overseeing the State's correctional facilities supervising residents, patients and probation and parolees by providing safe, secure, humane supervision and evidence-based rehabilitation to enhance public safety in New Hampshire.

SECTION C: GENERAL SCOPE OF SERVICES

1. Description of In-State Courier Services

- 1.1. In-State Courier Services for the NH Department of Corrections Facility Locations shall require the Vendor (herein known as the "Proposer or Bidder") to transport medications (medication bags), interdepartmental communications (mail bags) and lock bags to be performed as a same day service during a designated schedule excluding weekends and official State of NH designated holidays but, to include non-State holidays on a daily basis, five (5) days a week (Monday through Friday) starting at the NHSP-M, Concord, NH to the Northern NH Correctional Facility, Berlin, NH and return to the NHSP-M, Concord, NH.
- 1.2. In-State Courier Services for the NH Department of Corrections Facility Locations and Other State Agencies Locations shall require the Vendor to transport urine specimens and supplies, blood draws, coolers and/or other State owned property to be performed as a same day service during a designated schedule excluding weekends and official State of NH designated holidays but, to include non-State holidays on the second Tuesday, of each month starting at the Northern NH Correctional Facility, Berlin, NH, to the Other State Agencies Locations and return to the Northern NH Correctional Facility, Berlin, NH.

2. Outline of Minimum Required Services

- 2.1. Property of the State: Under no circumstances shall the Vendor retain any State property at third (3rd) party locations to include but not limited to medications (medication bags), interdepartmental communications (mail bags), lock bags, urine specimens and supplies, blood draws, coolers and/or other State owned property in Vendor owned off-site or off-route locations for next day delivery. All services shall be performed as same day services.
- 2.2. Location Pick-up/Drop-off Times: Courier service locations, routes and pick-up/drop-off times are subject to change for the life of a Contract and any renewals thereof.
- 2.3. 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 Juneteenth National Independence Day and Columbus Day are not official State of NH holidays.
- 2.4. Vendor Vehicles:
 - 2.4.1. Vendor shall provide their own vehicles in order to meet the requirements of the scope of services. Transportation costs shall be inclusive of fuel surcharges, vehicle maintenance, registration, and vehicle insurance to be included in the fixed daily rate.
 - 2.4.2. Daily rate shall be inclusive of transportation costs and labor costs (inclusive of salary, holiday, overtime, FICA, social security taxes, health insurance, and any employee offered benefits).
 - 2.4.3. All vehicles supplied by the Vendor and used to provide In-State Courier Services for the State shall be insured for the duration of the Contract and any renewals thereof.
 - 2.4.4. Vendor vehicles shall be subject to the Department's Policy and Procedures relative to searches and inspections and all other Department policies that apply.
 - 2.4.5. Drivers/Courier Staff: Drivers of the Vendor shall be bonded. Vendor shall provide a list of all bonded drivers that will be entering any NH Department of Corrections Facility Locations. Any driver that is not on such a list shall not be allowed to enter the locations.

*State of NH, Department of Corrections
In-State Courier Services
RFP NHD0C 23-01-GFNCF*

- 2.4.6. Drivers must have a clean driving record and shall possess a valid NH driver's license issued by the NH Department of Safety (NHDOS), Division of Motor Vehicles for the duration of a Contract and any renewals thereof.
 - 2.4.7. Vendor shall provide staffing to administer uninterrupted, timely and reliable service and furnish drivers dedicated to the required services.
 - 2.4.8. Vendor 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.
 - 2.4.9. All courier staff providing services shall have a security clearance to include a background check and fingerprinting.
 - 2.4.10. Drivers will wear visible picture identification noting them as the courier company employee.
- 2.5. Vendor Employee Information: The Vendor shall be responsible for providing the name, date of birth (DOB) and social security number of all bonded drivers the Vendor plans to assign for In-State Courier Services. A criminal record check will be completed by the NH Department of Corrections on all prospective Vendor employees who might be assigned to provide services for the NH Department of Corrections. Anyone who is found to have a criminal record shall not be allowed to provide courier services. Vendor employee names must be submitted to the NH Department of Corrections, Contracting Officer for State Agency, or designee, 138 East Milan Road, Berlin, NH 03570, at least seven (7) days before the person(s) are to provide services. This rule applies for any current and new Vendor employees that are assigned to perform In-State Courier Services for the Department and applies for the duration of the Contract and any renewals thereof.
- 2.6. Vendor Sign-In Sheet: Vendor staff shall be expected to show company identification, and sign-in and out of the corresponding facility receiving services. At a minimum, Vendor 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.

3. Administrative Rules, Policies, Regulations and Policy and Procedure Directives

Vendor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD) 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:
http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm.

4. Protected Health Information (PHI)

Vendor 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.

5. Health Insurance Portability and Accountability Act (HIPAA)

Vendor 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 Vendor and sub-vendor(s) and agents of the Vendor that receive, use, or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services. Additional information can be located as a separate link:
http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm

*State of NH, Department of Corrections
In-State Courier Services
RFP NHDOC 23-01-GFNCF*

6. Prison Rape Elimination Act (PREA) of 2003

Vendor 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. Vendor 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:

http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

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*State of NH, Department of Corrections
In-State Courier Services
RFP NHD0C 23-01-GFNCF*

SECTION D: PROCESS FOR SUBMITTING A PROPOSAL

1. Proposal Submission Deadline, Labeling, Addressing Instructions

- 1.1. Submission Deadline and Labeling Proposal(s): *Sealed* Proposals submitted in response to this RFP must be received by the NH Department of Corrections, no later than **2:00 PM on December 16, 2022, EST** as specified in the Schedule of Events section, herein. Proposal envelopes, boxes and/or containers must be clearly marked as follows:

<p>STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS RESPONSE TO: RFP NHD0C 23-01-GFNCF In-State Courier Services</p>

- 1.2. Addressing Proposal(s): Proposals may be submitted via overnight delivery service or in-person with proposals addressed as such:

<p>Overnight Delivery Service or In-Person</p> <p>State of New Hampshire NH Department of Corrections Attn: Contract Specialist, Rm 321 105 Pleasant Street Concord, NH 03301</p>
--

The Main Building at 105 Pleasant Street is a secured facility. Please allow sufficient time for shipping. Vendors shall assume all risk for overnight delivery services and U.S. Mail not meeting the RFP deadline and date.

Fax or e-mail copies shall not be accepted.

2. Submission Criteria

- 2.1. All Proposals submitted in response to this RFP shall consist of:
- 2.1.1. One (1) original and three (3) clearly identified copies of the Proposal, including all required attachments.
 - 2.1.2. One (1) clearly identified electronic copy of the Proposal in MS Word, including all required attachments contained on a thumb drive.
- 2.2. The NH Department of Corrections reserves the right to reject any and all Proposals, to waive informalities and minor irregularities in Proposals received, and to accept any portion of a Proposal or all items of the proposal if deemed in the best interest of the State.
- 2.3. Proposers who are ineligible to bid on proposals, bids or quotes issued by the NH Department of Administrative Services (DAS), Division of Procurement and Support Services, pursuant to the provisions of [RSA 21-I:11-c](#) shall not be considered eligible for an award under this proposal.
- 2.4. Unless waived as a non-material deviation in accordance with and [SECTION F: EVALUATION OF PROPOSALS](#), late submissions shall not be accepted and may be returned to the proposers unopened.
- 2.5. Delivery of the Proposals shall be at the Proposer's expense. Any damage that may occur due to shipping shall be the Proposer's responsibility.
- 2.6. For overnight delivery service, the time of receipt shall be when a Proposal is received at the location designated above. For in-person delivery, the time of receipt shall be when the Proposal is delivered to the Contract Specialist or designee.

**State of NH, Department of Corrections
In-State Courier Services
RFP NHD0C 23-01-GFNCF**

- 2.7. The NH Department of Corrections accepts no responsibility for mislabeled mail or mail that is not delivered or undelivered for whatever reason.
- 2.8. Partial proposals shall not be accepted. All proposals shall be submitted for the full scope of services being requested within the RFP.
- 2.9. If an unsigned proposal is received in response to the RFP, the Proposer may be notified by the NH Department of Corrections and shall be considered “technically non-compliant”.
- 2.10. A Proposer who has failed to sign a Proposal may file a signed version of the RFP response within three (3) business days of the day the notice is issued.
- 2.11. The NH Department of Corrections shall not consider a Proposal which remains unsigned on the fourth (4) business day after issuing notification of the unsigned Proposal.
- 2.12. Vendors are permitted to submit one (1) Proposal in response to this RFP.

3. Contact Information – Sole Point of Contact

The sole point of contact, the Contract Specialist, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Vendor, and approval of the resulting Contract by G&C is:

NH Department of Corrections Contract Specialist P.O. Box 1806 Concord, NH 03302 Tel: (603) 271-7468 Fax: (888) 908-6609 Barbara.A.Mitera@doc.nh.gov
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Other personnel are not authorized to discuss this RFP with Vendors before the proposal submission deadline. Contact regarding this RFP with any other State personnel could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

4. Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to this RFP or standard contract terms, shall be submitted via e-mail to the sole point of contact, identified in [SECTION D: PROCESS FOR SUBMITTING A PROPOSAL](#) Paragraph 3, Contact Information – Sole Point of Contact, above, citing the RFP Title, RFP Number, RFP Section/Paragraph and RFP page number.

- 4.1. Inquiries must be received by the NH Department of Corrections RFP Point of Contact, above, no later than the conclusion of the Vendor Written Inquiry Period as specified in [SECTION A: OVERVIEW AND SCHEDULE](#), Paragraph 2: Schedule of Events (Timetable), herein. Inquiries received later than the conclusion of the Vendor Proposer Written Inquiry Period shall not be considered properly submitted and may not be considered.
- 4.2. Inquiries received shall be addressed only if they are deemed by the NH Department of Corrections to be critical to the bid process. The NH Department of Corrections at its discretion may request clarification of an inquiry submitted by a Vendor. Inquiries and/or questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 4.3. The NH Department of Corrections intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events (Timetable), herein; however, this date is subject to change at the Department’s discretion.
- 4.4. The NH Department of Corrections may consolidate and/or paraphrase questions for sufficiency and clarity.

*State of NH, Department of Corrections
In-State Courier Services
RFP NHDOC 23-01-GFNCF*

- 4.5. The NH Department of Corrections may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate.
- 4.6. Oral/verbal statements, representations, agreements, instructions, clarifications, or modifications concerning the RFP shall not be binding upon the NH Department of Corrections.
- 4.7. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a Proposal by self-monitoring the NH Department of Correction's website: [NHDOC, Doing Business, RFP's](#) that will serve as a Public Notice.

5. Addendum(s) or Withdrawal of RFP

- 5.1. If the NH Department of Corrections decides to amend or clarify any part of this RFP, a written addendum shall be provided to all Vendors on the Department's website: <https://www.nh.gov/nhdoc/business/rfp.html>. This notification will serve as the Public Notice.
- 5.2. The NH Department of Corrections, at its discretion, may amend the RFP at any time prior to the closing of the RFP and/or terminate this procurement in whole or in part at any time.
- 5.3. Whereas the Department may modify the RFP and as a result of the modification determine that Vendors will not have enough time to effect changes to their Proposals, the Department may postpone the Proposal Due Date for a period of up to thirty (30) days in the best interest of the State to allow fairness in the competitive bidding process. Notice of this postponement shall be posted on the NH Department of Corrections website prior to the Proposal Due Date list in the Schedule of Events (Timetable), herein.

6. Restriction of Contact with Agency Employees

From the date of release of the RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the NH Department of Corrections regarding the RFP is forbidden unless first approved by the RFP Point(s) of Contact listed in the Proposal Inquiries section, herein.

- 6.1. NH Department of Corrections' employees have been directed not to hold conferences and/or discussions concerning the RFP with any potential Vendor during the selection process, unless otherwise authorized by the Point(s) of Contact.
- 6.2. Proposers may be disqualified for violating this restriction on communications.

7. Validity of Proposal

Proposals must be valid for **one hundred and eighty (180) days** following the deadline for submission of Proposals in the Schedule of Events or until the Effective Date of any resulting Contract, whichever is later.

8. Alternations/Changes to RFP and Associated Documents

Any alternation to the text or format of this RFP, or the text or format of any addendum or any file associated with this RFP is prohibited. Any such alterations shall result in the Proposal being rejected.

9. Sub-contractors

Proposals utilizing sub-contractors for any portion of the services identified in this RFP shall require sub-contractors to meet all requirements described in this RFP, the Proposal, any resulting contract, and any renewal thereof. Subcontractors shall commit to the entire contract period stated within the RFP, unless the NH Department Corrections specifically agrees upon the change of such sub-contractors. Sub-contracting of services shall require prior approval by the NH Department of Corrections. The NH Department of Corrections reserves the right to reject sub-contractors identified in this RFP and to require the Vendor to replace such sub-contractors deemed unacceptable.

*State of NH, Department of Corrections
In-State Courier Services
RFP NHD0C 23-01-GFNCF*

SECTION E: CONTENT AND REQUIREMENTS FOR A PROPOSAL

1. Proposal Organization

1.1. Overview:

- 1.1.1. Vendors are expected to examine all documentation and requirements of the RFP. Failure to observe the terms and conditions in completion of the Proposal are at the Vendors' risk and may, at the discretion of the NH Department of Corrections, result in disqualification.
- 1.1.2. Proposal must conform to all instructions, conditions, and requirements included in the RFP.
- 1.1.3. Partial Proposals shall not be accepted. All Proposals shall be submitted for the full scope of services being requested within the RFP.
- 1.1.4. Proposals should be received by the deadline set forth in the Schedule of Events (Timetable), [SECTION A: OVERVIEW AND SCHEDULE](#).
- 1.1.5. Vendors shall submit a Technical Proposal and Standard Terms and Conditions Proposal and other supporting documents as outlined in the RFP.

1.2. Proposal Format:

- 1.2.1. Proposals should follow the following format:

Font Style	12 Point, Times New Roman
Line Spacing	One and a half
Text Justification	Flush left
Margins	One inch all around
Tabs	Do not include section tabs
Binding	Do not bind, staple or 3-hole punch
Separation of Sections	Use binder clips
Header/Footer	Do not alter current headers & footers
Signatures/Initials	ORIGINAL (handwritten) and in BLUE ink; No computer-generated initials
Executed forms by Vendor	ORIGINAL Forms (no photocopies) executed in BLUE ink
Single Sided	Do not double side pages
Vendor Text	Do not alter the format of the RFP, Form Number P-37, and Appendixes to add Vendor specific information
Black Ink/Graphics	Responses shall use BLACK ink <i>ONLY</i> ; NO COLOR graphics
Sealed Bids	Bids shall be sealed

1.3. RFP Presentation Response:

- 1.3.1. RFP Response shall consist of a **sealed** Technical Proposal and a **sealed** Standard Terms and Conditions Proposal.
- 1.3.2. Presentation of **sealed** Technical Proposal
 - 1.3.2.1. Technical Proposal Cover Sheet, labeled:
 - “Technical Proposal”;
 - Name of Organization;
 - RFP Title and Number, Date of Submission; and
 - Marked as “Original”.
 - 1.3.2.2. Table of Contents
 - 1.3.2.3. Transmittal Letter, [SECTION I: APPENDIXES](#), (Appendix A), p. 22-23
 - 1.3.2.4. Exceptions to Terms and Condition(s) Letter, [SECTION I: APPENDIXES](#), (Appendix B), p. 24-25

*State of NH, Department of Corrections
In-State Courier Services
RFP NHD0C 23-01-GFNCF*

- 1.3.2.5. Non-Disclosure of Right to Know of Information Letter to State Agency, [SECTION G: TERMS AND CONDITIONS RELATED TO THE RFP PROCESS](#), (Paragraph 5. Public Disclosure, herein).
- 1.3.2.6. **Executive Summary** – Not to exceed **eight (8)** pages; briefly summarize an overview of the organization (including any networks or sub-contractors to be involved) to include:
- Overall Experience of Company/Staff to include:
 - ❖ Number of years the business has been in operation;
 - ❖ Educational background and relevant experience;
 - ❖ Demonstrated results; and
 - ❖ Organizational chart of key personnel.
- 1.3.2.7. **Organizational Capability** – **Unlimited** pages; describe the overall mission and services of the organization and how it relates to the objectives of the [SECTION C: GENERAL SCOPE OF SERVICES](#) and [SCOPE OF SERVICES, EXHIBIT B](#) of this RFP through the following:
- Organization’s capability and immediate availability to effectively manage the requirements of the RFP and Scope of Services; and
 - Demonstrated correctional experience.
- 1.3.2.8. **Organizational Approach** – **Unlimited** pages; describe the organization’s approach to provide the required services as specified in the [SECTION C: GENERAL SCOPE OF SERVICES](#) and [SCOPE OF SERVICES, EXHIBIT B](#) of this RFP through the following:
- Description of plan of operation and resources;
 - Credentialed and experienced personnel; and
 - Organizational Chart (Staffing Pattern).
- 1.3.2.9. **Personnel** – Complements the organizational chart to include persons currently on staff that will provide direct programmatic services. For staff to be hired, the Vendor shall describe the hiring process, qualifications for the position(s) and provide job description(s). The NH Department of Corrections reserves the right to accept or reject dedicated staff personnel. Title all resumes and job descriptions within header of document as:
- Name of personnel/title of position.
 - Vendor’s business address and business telephone number.
- 1.3.2.10. **Financial Statements** – Provide, preferably audited, two (2) consecutive years, and copies of any quarterly financial statements prepared since the end of the period reported by your most recent annual report. Acceptable financial verification **shall** include one (1) of the following checking off one (1) of the boxes below:

Check	Description
Option 1 <input type="checkbox"/>	a copy of the organization’s most recent full set of financial statements
Option 2 <input type="checkbox"/>	a copy of the organization’s audited set of financial statements from an independent Certified Public Accountant (CPA) firm
Option 3 <input type="checkbox"/>	a copy of the sole proprietorship’s most recent set of Income Statements, Statement or Owner’s Capital and Balance Sheets or federal income tax returns

- 1.3.2.11. **References** – Minimum of **three (3) references, unlimited pages** of qualitative references consisting of a list of current/former clients providing similar In-State Courier Services. The Vendor shall grant the NH Department

**State of NH, Department of Corrections
In-State Courier Services
RFP NHD0C 23-01-GFNCF**

of Corrections permission to contact references. State of NH personnel should not be used to meet the minimum number of references. Provide the following information to include:

- Name and address of organization;
 - Name and title of contact person;
 - Title, e-mail address, business telephone number of contact person;
 - Website address; and
 - Performance period.
- 1.3.2.12. **Sub-contractor Letters of Commitment** (if applicable) – If sub-contractors are part of this proposal, signed letters of commitment from the sub-contractor are required.
- 1.3.2.13. **Licenses/Certifications** (if applicable - redact personal information).
- 1.3.2.14. Presentation of **sealed** Standard Terms and Conditions Proposal.
- 1.3.3. Standard Terms and Conditions Proposal Cover Sheet, labeled:
- “Standard Terms and Conditions Proposal”;
 - Name of Organization;
 - RFP Title and Number, Date of Submission; and
 - Marked as “Original”.
- 1.3.3.1. General Provisions, [FORM NUMBER P-37 \(version 12/11/2019\)](#);
- 1.3.3.2. [SPECIAL PROVISIONS, EXHIBIT A](#);
- 1.3.3.3. [SCOPE OF SERVICES, EXHIBIT B](#);
- 1.3.3.4. [ESTIMATED BUDGET/METHOD OF PAYMENT, EXHIBIT C](#) and
- Estimated Budget (Cost Proposal)
 - Method of Payment
- 1.3.3.5. Certificate of Good Standing (COGS) (*see Proposal Check Sheet*)
- 1.3.3.6. Certificate of Authority/Vote (COA/COV) (*see Proposal Check Sheet*)
- 1.3.3.7. Certificate of Insurance (COI) (*see Proposal Check Sheet*)
- 1.3.3.8. Administrative Rules, Rules of Conduct and Confidentiality of Information Form (*see Proposal Check Sheet*)
- 1.3.3.9. Health Insurance Portability and Accountability Act (HIPAA) Form (*see Proposal Check Sheet*)
- 1.3.3.10. PREA Acknowledgement Form (*see Proposal Check Sheet*)
- 1.3.3.11. Mission Statement (*see Proposal Check Sheet for instructions*)
- 1.3.3.12. List of Board of Directors/Trustees and Business Address and Telephone Numbers (*see Proposal Check Sheet for instructions*)
- 1.3.3.13. List of Key Personnel and Annual Salaries (*see Proposal Check Sheet for instructions*)
- 1.3.3.14. Contractor Alternate W-9 Registration (*see Proposal Check Sheet*)
- 1.3.3.15. [PROPOSAL CHECK SHEET](#)
- 1.3.3.16. [GLOSSARY OF TERMS](#)

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*State of NH, Department of Corrections
In-State Courier Services
RFP NHD0C 23-01-GFNCF*

SECTION F: EVALUATION OF PROPOSALS

1. Evaluation Criteria and Scoring

- 1.1. Each responsive Proposal will be evaluated and considered with regard to the following criteria:
 1.1.1. Technical Proposal; and
 1.1.2. Standard Terms and Conditions Proposal (Cost Proposal).

Category	Points Per Category
1.1.3. Technical Proposal: (60 Points)	60
1.1.3.1. Executive Summary: Overall Experience of Organization/Staff and Demonstrated Results (15 Points) 1.1.3.1.1. History of the organization, education, and experience as it relates to the requirements of the RFP. 1.1.3.1.2. Evidence of past and relevant quality performance.	
1.1.3.2. Organizational Capability: (15 Points) 1.1.3.2.1. Organization’s capability and immediate availability to effectively manage the requirements of the RFP and Scope of Services. 1.1.3.2.2. Demonstrated correctional experience.	
1.1.3.3. Organizational Approach: (30 Points) 1.1.3.3.1. Description of plan of operation and resources. 1.1.3.3.2. Credentialed and experienced personnel. 1.1.3.3.3. Org Chart (Staffing Pattern).	
1.1.4. Cost Proposal: (40 Points)	40
Total of all Categories	100

- 1.2. The NH Department of Corrections will use a scoring scale of 100 points, a maximum of 60 points awarded based on the Technical Proposal and a maximum of 40 points awarded based on the Cost Proposal.
- 1.3. The NH Department of Corrections will select a Proposer based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Reference checks, to the extent they are utilized by the NH Department of Corrections, will be used to refine, and finalize scores.

2. Proposal Review

- 2.1. NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP. The evaluation will be based on the demonstrated capabilities and skill of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP.
- 2.2. NH Department of Corrections shall not review proposals that reduce the Department’s current functions.
- 2.3. NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities as determined by the NH Department of Corrections in any proposal.
- 2.4. NH Department of Corrections reserves the right to cancel this RFP in whole or in part upon written or published notice of intent to do so or solicit new Proposals under a new acquisition process. Financial responsibility for the preparation, work performed, and submission of proposals shall be the sole responsibility of the Proposer and the NH Department of Corrections shall not be held liable for any such costs.

*State of NH, Department of Corrections
In-State Courier Services
RFP NHDOC 23-01-GFNCF*

2.5. If the NH Department of Corrections determines to make an award based on the above criteria, the Department may notify the selected Proposer(s). Should the NH Department of Corrections be unable to reach an agreement with a selected Proposer(s) during Contract discussions, the NH Department of Corrections may then undertake Contract discussions with the next preferred Proposer and so on, or the NH Department of Corrections may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

3. Planned Evaluations

NH Department of Corrections plans to use the following process:

- 3.1. Initial/Procedural Screening of Technical Proposal;
- 3.2. Preliminary Technical Scoring of Proposal;
- 3.3. Final Technical Scoring of Proposal;
- 3.4. Cost (Standard Terms and Conditions Proposal) Proposal;
- 3.5. Best and Final Offer (BAFO) (if applicable); and
- 3.6. Final Selection.

4. Initial/Procedural Screening of Technical Proposals

NH Department of Corrections will conduct an initial/procedural screening step to verify Proposer compliance with the submission requirements set forth in this RFP and to confirm that the Technical Proposal satisfies the conditions defined in [SECTION E: CONTENT AND REQUIREMENTS FOR A PROPOSAL](#).

- 4.1. The NH Department of Corrections may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.
- 4.2. Cost Proposals will remain sealed during the Initial/Procedural Screening.

5. Preliminary Technical Scoring of Proposals

NH Department of Corrections will establish an evaluation team to initially score the Technical Proposals. This evaluation team will review the technical proposals and give a preliminary score to the Technical Proposals under the guidelines set forth in [SECTION F: EVALUATION OF PROPOSALS](#). Should a Proposer fail to achieve **40 points** in the preliminary scoring, it will receive no further consideration from the evaluation team. Cost Proposals within the Standard Terms and Conditions Proposals will remain sealed during the Technical Scoring of Proposals.

6. Final Technical Scoring of Proposals

Following Reference Checks and review of written clarifications of Proposal(s), if applicable, the evaluation team will determine a final score for each Technical Proposal(s).

The NH Department of Corrections utilizes a consensus scoring methodology to evaluate submitted proposals. Each final proposal will be evaluated by an open forum of discussion/debate by the evaluation committee. The proposals will be scored comparing the Proposer's proposal to the evaluation criteria and specifications defined in this RFP. Only the consensus score sheet will be used to designate the point value assigned to each proposal.

7. Cost Proposal Review

Cost Proposals will be reviewed upon completion of the final technical scoring of proposals. The Proposer's Cost Proposal will be allocated a maximum potential score of **40 points**. Proposers are advised that this is **not** a low bid award and that the scoring of the cost proposal **will** be combined with the scoring of the technical proposal to determine the overall highest scoring proposal. The following formula will be used for costs:

*State of NH, Department of Corrections
In-State Courier Services
RFP NHD0C 23-01-GFNCF*

Proposer's Price Score = (Lowest Proposed Price/Proposer's Price) X Points Assigned

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Proposer who has scored above the minimum necessary for consideration on the preliminary Technical Score.

8. Best and Final Offer (BAFO)

NH Department of Corrections may, at its sole option, invite the highest scoring Proposer(s) to submit a "Best and Final Offer" for the Department's consideration. The NH Department of Corrections reserves the right to select the Proposer based solely on the initial proposal(s) and is under no obligation to solicit or accept a BAFO from any proposer(s). As the Department may not request a BAFO, Proposers are encouraged to provide their most competitive prices in their initial proposals.

- 8.1. The BAFO is a one-time invitation only process for a Proposer to submit its lowest priced offer for the Department's consideration.
- 8.2. NH Department of Corrections will provide a deadline submission date for the BAFO.
- 8.3. NH Department of Corrections may communicate in writing any price/cost targets that the Department is seeking in a BAFO. If such target(s) is provided, the Department will do so uniformly to all Proposers selected to participate in the BAFO.
- 8.4. All restriction on contact with State employees outlined in [SECTION D: PROCESS FOR SUBMITTING A PROPOSAL](#).
- 8.5. Each invited Proposer shall only make one BAFO. The BAFO shall not alter the substance of the Proposer's Technical Proposal. The BAFO may only amend the Proposer's initial price proposal.
- 8.6. To the extent the NH Department of Corrections solicits and receives a BAFO pursuant to this section, the Department will re-score the price proposals after review of the BAFO in accordance with [SECTION F: EVALUATION OF PROPOSALS](#). The NH Department of Corrections will not select a Proposer based on the lowest priced BAFO proposal. A final selection, if any, shall be based on the combined score of the technical proposal and BAFO cost proposal. Only those Proposers who were invited to submit a BAFO will be considered for an award.

9. Final Selections

NH Department of Corrections will conduct a final selection based on the final evaluation of the initial proposals or, if requested, as a result of the BAFO and begin contract negotiations with the selected Proposer(s).

10. Rights of the NH Department of Corrections

NH Department of Corrections reserves the right to:

- 10.1. Make independent investigations in evaluating Proposals;
- 10.2. Request additional information to clarify elements of a Proposal;
- 10.3. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- 10.4. Omit any planned evaluation step if, in the Department's view, the step is not needed;
- 10.5. At its sole discretion, reject any and all Proposals at any time; and
- 10.6. Open contract discussion with the second highest scoring Proposer and so on if the Department is unable to reach an agreement of Contract terms with the higher scoring Proposer(s).

*State of NH, Department of Corrections
In-State Courier Services
RFP NHD0C 23-01-GFNCF*

SECTION G: TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

1. RFP Addendum

The NH Department of Corrections reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Department, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

2. Non-Collusion

The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other Proposers and without effort to preclude the NH Department of Corrections from obtaining the best possible competitive Proposal.

3. Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the Proposer. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

4. Confidentiality of a Proposal

Unless necessary for the approval of a contract, the substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the Agency will be grounds for disqualification.

5. Public Disclosure

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services (DAS) pursuant to this RFP, the Agency will post the name, rank, or score of each proposer. In the event that the contract does not require Governor & Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least five (5) business days before final approval of the Contract.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). However, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempt from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g., pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

*State of NH, Department of Corrections
In-State Courier Services
RFP NHD0C 23-01-GFNCF*

If a request is made to the Agency to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Agency will notify the Proposer of the request and of the date the Agency plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the Agency may release the requested information on the date specified in the Agency's notice without any liability to the Proposers.

6. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

7. Proposal Preparation Cost

By submitting a Proposal, a Proposer agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

8. Ethical Requirements

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services (DAS), which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

9. Challenges on Form or Process of the RFP

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Agency at least ten (10) business days prior to the Proposal submission deadline. By submitting a proposal, the Proposer is deemed to have waived any challenges to the agency's authority to conduct this procurement and the form and procedures of this RFP.

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*State of NH, Department of Corrections
In-State Courier Services
RFP NHDOC 23-01-GFNCF*

SECTION H: CONTRACT TERMS AND AWARD

1. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

2. Award

The solicitation of this RFP shall not commit the NH Department of Corrections to award a contract. If the NH Department of Corrections decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

3. Standard Contract Terms

The NH Department of Corrections will require the successful Bidders to execute a Firm Fixed Price/Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire, which is attached as [Appendix C – Standard Terms and Conditions](#).

The Term of the Contract will be for **two (2)** years from the date of approval. The contract term may be extended one (1) time by an additional term of up to **two (2)** years at the sole option of the State, subject to the parties' prior written agreement on terms and applicable fees for each extended term contingent upon satisfactory Vendor performance, continued funding and Governor and Executive Council approval.

To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. The NH Department of Corrections will review requested exceptions and accept, reject, or note that it is open to negotiation of the proposed exception at its sole discretion. If the NH Department of Corrections accepts a Proposer's exception the Department will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions, which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

4. Special Terms (Not Applicable)

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*State of NH, Department of Corrections
In-State Courier Services
RFP NHDOC 23-01-GFNCF*

SECTION I: APPENDIXES

- 1. Appendix A – Transmittal Letter**
- 2. Appendix B – Exception to Terms and Conditions**
- 3. Appendix C – Standard Terms and Conditions (documents provided within RFP)**
 - 3.1. Section 1 – Form Number P-37 (version 12/11/2019), General Provisions
 - 3.2. Section 2 – Special Provisions, Exhibit A
 - 3.3. Section 3 – Scope of Services, Exhibit B
 - 3.4. Section 4 – Estimated Budget/Method of Payment, Exhibit C
 - 3.5. Section 5 – Proposal Check Sheet
 - 3.6. Section 6 – Glossary of Term

*State of NH, Department of Corrections
In-State Courier Services
RFP NHDOC 23-01-GFNCF*

Appendix A – Transmittal Letter

Proposal Due Date: December 16, 2022

[Insert name of Organization] _____
hereby offers the NH Department of Corrections In-State Courier Services as outlined in RFP NHDOC 23-01-GFNCF at the price(s) quoted in the Vendor response in complete accordance with all conditions of this RFP and the Standard Terms and Conditions outlined in [Appendix C – Standard Terms and Conditions](#).

[Insert Name of Contract Signatory of P-37] _____
has reviewed and agreed to be bound by the Proposal and attests to the following:

The Vendor attests to the fact that:

1. The Vendor has not altered any of the language or other provisions contained in the Proposal document.
2. The Proposal is effective for a period of 180 days from the Proposal due date.
3. The Proposal was established without collusion with other parties.
4. The Vendor has read and fully understands this Proposal, Addendums to the RFP, and the terms and conditions including but not limited to the Standard Terms and Conditions in [Appendix C – Standard Terms and Conditions](#), which shall form the basis of any Contract resulting from this RFP.
5. Vendor attests that no new terms and conditions have been added and no existing terms and conditions have been deleted or modified from the NHDOC 23-01-GFNCF In-State Courier Services RFP used in the Vendor's Proposal response.

Vendor's Official Point of Contact Information

Title of Contract Signatory (above): _____

Contract Signatory Telephone Number: _____

Contract Signatory E-Mail: _____

Address of Contract Signatory: _____

Contact Person (if different from Contract Signatory): _____

Contact Person E-Mail: _____

URL: _____

Contract Signatory Signature (above): _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

County: _____ State: _____

On this ____ day of _____, 20____ personally appeared before me, the above named _____, in his/her capacity as an authorized representative of

[Contract Signatory]

_____, known to me or satisfactorily proven, and took oath

[Organization]

that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official hand and official seal.

(Notary Public/Justice of the Peace)

(My Commission Expires)

*State of NH, Department of Corrections
In-State Courier Services
RFP NHDOC 23-01-GFNCF*

Appendix B – Exception to Terms and Conditions

Exception to Terms and Conditions

A Responder shall be presumed to be in agreement with the Terms and Conditions of RFP NHDOC 23-01-GFNCF In-State Courier Services and the Standard Terms and Conditions in [Appendix C – Standard Terms and Conditions](#) unless the Responder takes specific exception to one or more of the conditions on this form. Responders are cautioned that by taking any exception they may be materially deviating from the RFP specifications. If a Responder materially deviates from an RFP specification, its Proposal may be rejected.

A material deviation is an exception to a specification, which 1) affords the Responder taking the exception a competitive advantage over other Responders or 2) gives the State something significantly different than the NH Department of Corrections requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to the NH Department of Corrections concerning the Terms and Conditions of RFP NHDOC 23-01-GFNCF In-State Courier Services and the Standard Terms and Conditions in [Appendix C – Standard Terms and Conditions](#). Reference the actual number of the Terms and Conditions for which an exception(s) is being taken. If no exceptions exist, state “**NONE**” specifically on the form below. Whether or not exceptions are taken, the Responder must **SIGN** this form and submit it as part of organization’s Proposal response. *(Add additional pages if necessary).*

Term & Condition Number	Explanation of Exception

By signing this form, I (Contract Signatory) acknowledge and accept, without qualification, all Terms and Conditions of RFP NHDOC 23-01-GFNCF In-State Courier Services and terms and conditions of the [Appendix C – Standard Terms and Conditions](#) and other required documents stated in the RFP except those clearly outlined as exceptions above.

Contract Signatory Signature and Title

*State of NH, Department of Corrections
In-State Courier Services
RFP NHDOC 23-01-GFNCF*

Appendix C – Standard Terms and Conditions

Form Number P-37 (version 12/11/2019), General Provisions
Special Provisions, Exhibit A
Scope of Services, Exhibit B
Estimated Budget/Method of Payment, Exhibit C
Certificate of Good Standing
Certificate of Authority/Vote
Certificate of Insurance
Administrative Rules, Rules of Conduct and Confidentiality of Information
Health Insurance Portability and Accountability Act (HIPAA)
Protected Health Information (PHI)
Prison Rape Elimination Act (PREA) of 2003
Mission Statement (*only applicable to Non-Profit organizations*)
List of Board of Directors/Trustees and Business Address and Telephone Numbers (*only applicable to Non-Profit organizations*)
List of Key Personnel, Resumes, and Annual Salary per Position (*only applicable to Non-Profit organizations*)
Vendor Alternate W-9 Registration
Proposal Check Sheet
Glossary of Terms

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 105 Pleasant Street, Concord, NH 03301 P.O. Box 1806, Concord, NH 03302	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date June 30, 2025	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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 as indicated in block 1.17, 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. 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 affected 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 of Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that

all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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.

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

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) 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) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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 to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

*State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHD0C 23-01-GFNCF*

SPECIAL PROVISIONS, EXHIBIT A

1. Form Number P-37 (version 12/11/2019)

“To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the second to last sentence of the clause to read: “Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.”

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**State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHD0C 23-01-GFNCF**

SCOPE OF SERVICES, EXHIBIT B

1. Purpose

The NH Department of Corrections (herein known as the “NHDOC,” “State,” or “Department”) seeks experienced Contractor(s) to provide **same day** In-State Courier Services to transport medications (medication bags), interdepartmental communications (mail bags), lock bags, urine specimens and supplies, blood draws, coolers and/or other State owned property between the NH State Prison for Men (NHSP-M), Concord, NH, the Northern NH Correctional Facility (NCF), Berlin, NH and other State agency locations during designated business hours.

2. Performance Period

Contract(s) awarded is anticipated to be effective upon Governor and Executive Council (G&C) approval for the period beginning upon July 1, 2023 through June 30, 2025. The Department may extend contracted services for one (1) additional period of up to two (2) years, contingent upon satisfactory Contractor performance, Commissioner approval, continued appropriation, and G&C approval.

3. Location of Services

3.1. In-State courier services shall require the Contactor to transport medications (medication bags), interdepartmental communications (mail bags) and lock bags to be performed as a **same day** service during a designated schedule excluding weekends and official State of NH designated Holidays but, to include non-State of NH holidays on a daily basis, five (5) days a week (Monday through Friday) starting at the NHSP-M, Concord, NH to the Northern NH Correctional Facility, Berlin, NH and return to the NHSP-M, Concord, NH.

3.2. Location of services for the following NH Department of Corrections facility locations are marked with an “X” below:

NH Department of Corrections Facility Locations			
X	NH State Prison for Men (NHSP-M)	281 North State Street	Concord, NH 03301
X	Northern Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03750

3.3. In-State Courier Services shall require the Contractor to transport urine specimens and supplies, blood draws, coolers and/or other State owned property to be performed as a **same day** service during a designated schedule excluding weekends and official State of NH designated Holidays but, to include non-State of NH holidays on the second Tuesday of each month starting at the Northern NH Correctional Facility, Berlin, NH, to the other State agencies locations and return to the Northern NH Correctional Facility, Berlin, NH.

3.4. Location of services shall be performed for the following other State of agency locations are marked with an “X” below:

Other State Agency Locations			
X	Department of Safety, Forensic Laboratory	33 Hazen Drive, 3 rd Floor	Concord, NH 03301
X	Department of Health & Human Services, Public Health Laboratory	29 Hazen Drive, 1 st Floor	Concord, NH 03301

3.5. The Contractor shall provide requested courier services to alternative locations for the life of the Contract and any renewals thereof.

3.6. Partial route Proposals for requested In-State Courier Services for the NH Department of Corrections Facility Locations and Other State Agency Locations shall not be accepted.

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*State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHD0C 23-01-GFNCF*

- 3.7. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor. The Contractor shall be obligated to continue to provide services to facilities of the NH Department of Corrections even in the event that their geographic location changes.

4. Description of In-State Courier Services

- 4.1. Property of the State: Under no circumstances shall the Contractor retain any State property at third (3rd) party locations to include but not limited to medications (medication bags), interdepartmental communications (mail bags), lock bags, urine specimens and supplies, blood draws, coolers and/or other State owned property in Contractor owned off-site or off-route locations for next day delivery. All services shall be performed as same day services.
- 4.2. Location Pick-up/Drop-off Times: Courier service locations, routes and pick-up/drop-off times are subject to change for the life of a Contract and any renewals thereof.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. Contractor Vehicles: Contractor shall provide their own vehicles in order to meet the requirements of the scope of services. Transportation costs shall be inclusive of fuel surcharges, vehicle maintenance, registration, and vehicle insurance to be included in the fixed daily rate.
- 4.6.1. Daily rate shall be inclusive of transportation costs and labor costs (inclusive of salary, holiday, overtime, FICA, social security taxes, health insurance, and any employee offered benefits).
- 4.6.2. All vehicles supplied by the Contractor and used to provide In-State Courier Services for the State shall be insured for the duration of the Contract and any renewals thereof.
- 4.6.3. Contractor vehicles shall be subject to the Department's Policy and Procedures (PPD) relative to searches and inspections and all other Department policies that apply.
- 4.7. Drivers/Courier Staff:
- 4.7.1. Drivers of the Contractor shall be bonded. Contractor shall provide a list of all bonded drivers that will be entering any NH Department of Corrections Correctional Facilities locations. Any driver that is not on such a list shall not be allowed to enter the locations.
- 4.7.2. Drivers must have a clean driving record and shall possess a valid NH driver's license issued by the NH Department of Safety (NHDOS), Division of Motor Vehicles for the duration of a Contract and any renewals thereof.
- 4.7.3. Contractor shall provide the staffing to provide uninterrupted, timely and reliable service and furnish drivers dedicated to the required services.
- 4.7.4. 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.
- 4.7.5. All courier staff providing services shall have a security clearance to include a background check and fingerprinting.
- 4.7.6. Drivers will wear visible picture identification noting them as the courier company employee.

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**State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHD0C 23-01-GFNCF**

- 4.8. **Contractor Employee Information:** The Contractor shall be responsible for providing the name, date of birth (DOB) and social security number of all bonded drivers the Contractor plans to assign for in-courier services. The NH Department of Corrections will do a criminal record check on all prospective Contractor employees who might be assigned to provide services for the NH Department of Corrections. Anyone who is found to have a criminal record shall not be allowed to provide courier services. Contractor employee names must be submitted to the NH Department of Corrections, Contracting Officer for State Agency, or designee, 138 East Milan Road, Berlin, NH 03570, at least seven (7) days before the person(s) are to provide services. This rule applies for any current and new Contractor employee that is assigned to perform In-State Courier Services for the Department and applies for the duration of the Contract and any renewals thereof.
- 4.9. **Contractor Sign-In Sheet:** Contractor’s 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 type, date of services, corresponding facility and may be required to provide vehicle make, model and license plate number.
- 4.10. **Permits:** Any and all permits, as required by authorities having local, state and/or federal jurisdiction shall be the responsibility of the Contractor and shall be obtained prior to commencement of any services. Any and all financial expense/cost related to obtaining required permits shall be the sole responsibility of the Contractor.
- 4.11. **Location:** Each NH Department of Corrections Facility Location will have a designated pick-up/drop-off location.

Correctional Facility	Pick-up/Drop-off Location	Service Type
NHSP-M	Mailroom	Intercommunications (mail bags) and lock bags
NHSP-M	Pharmacy – Control Point 5	Medications (medication bags)
NCF	Lobby or other location deemed by the Department	Intercommunications (mail bags) and lock bags, medications (medication bags)

5. Courier Service Schedule

- 5.1. **Daily Schedule for the NH Department of Corrections Facility Locations:**
 5.1.1. Contractor shall provide the following courier services as described below to each Correctional Facility listed below:

Daily Schedule: Monday – Friday	Courier Service Locations:
4:00 PM	NHSP-M, Concord, NH (MAILROOM): 1. Pick-up full and/or empty NCF Mail Bags; and 2. Pick-up full and/or empty NCF District Office (DO) Mail Bags.
4:30 PM	NHSP-M, Concord, NH (PHARMACY): 1. Pick-up full and/or empty NCF Medical Bags.

**State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHD0C 23-01-GFNCF**

8:00 PM	Northern Correctional Facility (NCF), Berlin, NH: 1. Drop-off full and/or empty NCF Mail Bags; 2. Drop off full and/or empty NCF District Office (DO) Mail Bags; 3. Drop off full and/or empty NCF Medical Bags; 4. Pick-up empty and/or full NCF Mail Bags; 5. Pick-up empty and/or full NCF District Office (DO) Mail Bags; and 6. Pick-up full/and or empty NCF Medical Bags.
10:45 PM	NHSP-M, Concord, NH (MAILROOM): 1. Drop-off empty and/or full NCF Mail Bags; and 2. Drop-off empty and/or full NCF District Office (DO) Mail Bags.
11:00 PM	NHSP-M, Concord, NH (PHARMACY): 1. Drop-off full and/or empty NCF Medical Bags.

5.1.2. The NH State Prison for Men (NHSP-M), Concord, NH drop-off/pick-up services for must be performed **after 4:00 PM.**

5.2. Monthly (every 2nd Tuesday) Schedule for the Other State Agency Locations:

5.2.1. Contractor shall provide the following courier services as described below to each Correctional Facility listed below.

Monthly Schedule: 2nd Tuesday	Courier Service Locations:
12:00 PM	Northern NH Correctional Facility (Lobby): 1. Pick-up full Urine Cooler to State Forensic Laboratory 2. Pick-up full Blood Draw Container to Public Health Laboratory
2:45 PM	Department of Safety, Forensic Laboratory: 1. Drop-off full Cooler(s) 2. Pick-up empty Cooler(s) 3. Pick up Urine Testing Supplies
3:00 PM	Department of Health & Human Services, Public Health Laboratory 1. Drop-off full Blood Draw Container(s) 2. Pick-up empty Blood Draw Container(s)
5:45 PM	Northern NH Correctional Facility (Lobby): 1. Drop-off empty Cooler(s) 2. Drop-off empty Blood Draw Container(s) 3. Drop-off Urine Testing Supplies

5.2.2. If the Monthly (every 2nd Tuesday) Schedule for the Other State Agency Locations falls on an official State of NH designated Holiday, the Contractor shall conduct the scheduled route on the next business day.

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*State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHD0C 23-01-GFNCF*

6. General Service Provisions

- 6.1. Rules and Regulations: The Contractor agrees to comply with all Policy and Procedure Directives of the NH Department of Corrections. The Contractor shall adhere to the Department's Administrative Rules, conduct and Confidentiality of Information policies.
- 6.2. Contract Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or sub-contractors to provide services for the NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections Contracting Officer for State Agency or designee will notify the selected Contractor the procedures to obtain background checks and fingerprinting. The Contractor and/or sub-contractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s) from the NH Department of Safety to the NH Department of Corrections and a procedural review of said reports by the Department.
- 6.2.1. The NH Department of Corrections 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.
- 6.2.2. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or sub-contractor(s) employee who does not comply with the criteria identified below.
- 6.2.3. In addition, the Contractor and/or sub-contractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provide services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by Contracting Officer for State Agency, or designee, of the NH Department of Corrections;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other states and/or the State of NH;
 - Individuals with a history of drug diversion;
 - Individuals on the National Offender Database;
 - 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;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - 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 the NH Department of Corrections.
- 6.3. Licenses, Credentials and Certificates: The Contractor shall ensure NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide such services.
- 6.4. Admittance: The NH Department of Corrections may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under a contract without

*State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHD0C 23-01-GFNCF*

incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person(s) so removed or denied access are delivered.

7. Administrative Rules, Policies, Regulations and Policy Procedure Directives

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD) 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:
http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm.

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

The 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 the Contractor in connection with its performance under the Contract. In the event of unauthorized use of or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.

All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The 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 the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract, and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

9. Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and sub-contractor(s) and agents of the Contractor that receive, use, or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services. Additional information can be located as a separate link: http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm

10. 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

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*State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHD0C 23-01-GFNCF*

monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link:

http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm.

11. Change of Ownership

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

12. Contractor Designated Liaison

Contractor shall designate a representative to act as a liaison between the Contractor and the Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

- 12.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 12.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 12.3. Changes to the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Contracting Officer for State Agency, or designee, P.O. Box 1806, Concord, NH 03302.

13. Contractor's Liaison's Responsibilities

Contractor's designated liaison shall be responsible for:

- 13.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof.
- 13.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.
- 13.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 13.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues, which may arise.

14. NH Department of Corrections Contract Liaison Responsibilities

NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. The NH Department of Corrections representative shall be responsible for:

- 14.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The

*State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHD0C 23-01-GFNCF*

representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed.

- 14.2. Monitoring compliance with the terms of the Contract.
- 14.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the timeframes specified by the Contract.
- 14.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 14.5. Informing the Contractor of any discretionary action taken by the NH Department of Corrections pursuant to the provision of the Contract.

15. Reporting Requirements

- 15.1. Contractor shall provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by the NH Department of Corrections.
- 15.2. Reports and/or information requests shall be forwarded to the NH Department of Corrections' Contracting Officer for State Agency, or designee, and mailed to P.O. Box 1806, Concord, NH 03302.

16. Performance Evaluation

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

- 16.1. The NH Department of Corrections, Contracting Officer for State Agency or designee, at a minimum of four times a year will assess the performance of the In-State Courier Service relative to the Contractor's compliance with the Contract as set forth in the approved Contract. Examples of performance include but not limited to:
 - 16.1.1. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract; and
 - 16.1.2. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.

17. Performance Measures

NH Department of Corrections shall, at its sole discretion:

- 17.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 17.2. Terminate the Contract as permitted by law, if the NH Department of Corrections determines that the Contractor:
 - 17.2.1. Does not comply with the terms of the Contract.
 - 17.2.2. The Contractor shall fully coordinate the performance activities of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

*State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHD0C 23-01-GFNCF*

18. Bankruptcy or Insolvency Proceeding Notifications

- 18.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 18.2. 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.

19. Embodiment of the Contract

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 19.1.1. shall govern. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Proposer's Proposal and/or the result of a Contract.

19.1. Order of Precedence:

- 19.1.1. NH Department of Corrections Contract Agreement NHD0C 23-01-GFNCF.
- 19.1.2. NH Department of Corrections RFP NHD0C 23-01-GFNCF.
- 19.1.3. Proposer's Response to RFP NHD0C 23-01-GFNCF.
- 19.1.4. Negotiated Exceptions to Terms and Conditions to RFP NHD0C 23-01-GFNCF, if applicable

20. Cancellation of Contract

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

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

21. Contractor Transition

NH Department of Corrections, at its discretion, in any Contract or renewals thereof, resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Contractor to assure the orderly and uninterrupted transition from one Contractor to another.

22. Audit Requirement

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

23. Notification to the Contractor

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

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*State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHD0C 23-01-GFNCF*

24. Information

- 24.1. In performing its obligations under the Contract, the Contractor may gain access to information of the residents/patients/non-adjudicated residents including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- 24.2. Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the inmate/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.
- 24.3. In the event of unauthorized use or disclosure of the residents/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH Department of Corrections.
- 24.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 24.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The 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 the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the contract, and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

25. Contractor Personnel

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

26. Other Contractual Documents Required by the NH Department of Corrections

Form Number P-37 (version 12/11/19); Certificate of Good Standing (COGS); Certificates of Authority/Vote (COA/COV); Certificate of Insurance (COI); Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; Health Insurance Portability and Accountability Act - Business Associate Agreement (HIPAA); PREA Acknowledgement Form; Mission Statement, Board of Directors/Trustees and Business Address and Telephone Numbers, List of Key Personnel, Resumes, and Annual Salary per Position, if applicable and ALT-W9 Registration shall be applicable for the requested contracted activities and, for the exception of the Certificate of Good Standing (COGS), are located as a separate link on the NH Department of Corrections website: http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm with instructions found in the Proposal Check Sheet.

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*State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHD0C 23-01-GFNCF*

ESTIMATED BUDGET/METHOD OF PAYMENT, EXHIBIT C

1. Estimated Budget (Cost Proposal)

1.1. Service Fee Schedule Period: July 1, 2023 through June 30, 2025

Cost by Route Per Day	State Fiscal Year (FY)			
	Original Contract Period by FY		Optional Renewal Contract Period by FY	
	FY 2024	FY 2025	FY 2026	FY 2027
	7/1/2023-6/30/2024	7/1/2024-6/30/2025	7/1/2025-6/30/2026	7/1/2026-6/30/2027
Route # 1 Number of Days In FY	250	252	251	251
Route # 1 Cost per Day per FY Monday – Friday (Daily): Concord, NH to Berlin, NH to Concord, NH	\$	\$	\$	\$
Subtotal Cost for Route #1 per FY (multiply Number of Days in FY by Cost per Day per FY for Monday – Friday (Daily) route).	\$	\$	\$	\$
Route # 2 Number of Days In FY	12	12	12	12
Route # 2: Cost per Day per FY Tuesday (2nd Tuesday of each Month): Berlin, NH to Other State Agencies to Berlin, NH	\$	\$	\$	\$
Subtotal Cost for Route # 2 per FY (multiply Number of Days in FY by Cost per Day per FY for 2 nd Tuesday of each Month route).	\$	\$	\$	\$
Estimated Budget per FY (add Subtotal Cost per for Route # 1 per FY: Monday - Friday and Cost for Route # 2 per FY: 2 nd Tuesday of each Month per FY)	\$	\$	\$	\$
Total Contract Price: (add Estimated Budget per FY Column Totals for Original Contract Period SFY 2025 and FY 2026)			\$	

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*State of NH, Department of Corrections
In-State Courier Services
CONTRACT NHD0C 23-01-GFNCF*

2. Method of Payment

- 2.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Prior monthly invoices shall be received by the 15th of the following month.
- 2.2. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
- 2.3. The NH Department of Corrections may adjust the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 2.4. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
 - 2.4.1. Invoice date, number and facility;
 - 2.4.2. Quantity, description of services rendered;
 - 2.4.3. Dates of said service(s); and
 - 2.4.4. Itemized service total charge.
- 2.5. The Contractor shall submit to the NH Department of Corrections any invoices for In-State Courier Services in a timely manner.
- 2.6. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

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State of NH, Department of Corrections
In-State Courier Services
PROPOSAL CHECK SHEET NHD0C 23-01-GFNCF

PROPOSAL CHECK SHEET

Contractors shall submit one (1) original hard copy, labeled "Original", three (3) copies of the original labeled "Copy" and one (1) thumb drive of the original completed proposal in response to this RFP. The originals shall be signed in blue ink. These originals must be typed or clearly printed in **black ink**. Proposals that are not completed or unsigned shall be considered “technically non-compliant.” Any proposal(s) received after the deadline shall not be considered. Proposals must be sealed, or they shall not be accepted. Proposals shall not be stapled, or three-hole punched. Use only binder clips to secure and separate sections to the Technical and Cost Proposal. Contract Signatory shall initial and date the bottom right-hand corner of each page to the Appendix C documents and any other required documents for their Proposal.

If interested in submitting a proposal for these services, please fully complete, execute and return the following documentation in the sequence below:

Part A (**sealed** in separate envelope)

- Technical Proposal Cover Sheet, labeled:
 - “Technical Proposal”
 - Name of Organization;
 - RFP Title and Number, Date of Submission; and
 - Marked as “Original”.
- Table of Contents
- Transmittal Letter (*refer to* [SECTION I: APPENDIXES, A](#))
- Exceptions to Terms and Conditions(s) Letter (*refer to* [SECTION I: APPENDIXES, B](#))
- Non-Disclosure of Right to Know of Information Letter to State Agency (*refer to* [SECTION G: TERMS AND CONDITIONS RELATED TO THE RFP PROCESS](#), Paragraph 5. Public Disclosure)
- Technical Proposal Contents
 - Executive Summary
 - Organizational Capability
 - Organizational Approach
 - Personnel (*redact all **personal** information, use Organization’s business address, and contact information*)
 - Financial Statements
 - References
 - Sub-contractor Letter(s) of Commitment, (*if applicable*)
 - Licenses/Certifications, (*if applicable*)

Part B (**sealed** in separate envelope)

- Standard Terms and Conditions Proposal Cover Sheet, labeled:
 - “Standard Terms and Conditions Proposal”
 - Name of Organization;
 - RFP Title and Number, Date of Submission; and
 - Marked as “Original”.
- Standard Terms and conditions Contents:
 - General Provisions, [FORM NUMBER P-37 \(version 12/11/2019\)](#) p. 27-30
 - ✓ **Please fully execute:** Items 1.3, 1.4, 1.5, 1.11 and 1.12; and
 - ✓ **Note:** THE NAME OF THE CONTRACTOR’S ORGANIZATION SHALL BE WRITTEN ON THE P-37 AS FOUND ON THE CERTIFICATE OF GOOD STANDING (ISSUED BY THE NH SECRETARY OF STATES OFFICE) TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.

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State of NH, Department of Corrections
In-State Courier Services
PROPOSAL CHECK SHEET NHD0C 23-01-GFNCF

- [SPECIAL PROVISIONS, EXHIBIT A](#), p. 31.
- [SCOPE OF SERVICES, EXHIBIT B](#), p. 32-41.
 - ✓ Estimated Budget (Cost Proposal), p. 42;
 - ✓ Method of Payment, p. 43.
- Certificate of Good Standing (COGS) (NOT INCLUDED HEREIN).

In order to obtain a Certificate, a potential Contractor can contact, in writing, the NH Secretary of State's Office, Corporate Division, State House Annex, Room 317, 25 Capital Street, 3rd Floor, Concord, NH 03301; call the Corporate Division at 603-271-3246; visit the Secretary of State's Office in person; or utilize their website <https://quickstart.sos.nh.gov/online/Account/LandingPage>. 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. **If you wish to visit the Secretary of State's Office in person and pay in cash, you must bring exact change for each Certificate of Good Standing document(s) and or filings requested, or you may use either Visa or MasterCard as a method of payment.** In the event that you need to expedite the request, you may fax the request to (603) 271-3246 (CALL FOR FEES) for the expedited service.
- Certificate of Authority/Vote (COA/COV) (NOT INCLUDED HEREIN).

The COA/COV authorizes, by position, a representative(s) of the organization to enter into an agreement/amendment with the State of NH and ensures that the person signing the agreement/amendment with the State of NH is authorized as of the date he/she signed.

The officer's (contract signatory) signature should either be notarized or include a corporate seal that confirms the title of the person(s) authorized to sign the agreement. Preferably, the date of the officer signing the COA/COV must be on the date that the agreement/amendment and other required documents is signed attesting that the officer on behalf of the organization had authority to enter into an agreement/amendment with the State of NH when it was signed.

Use the following link, execute, and submit only the one that applies to your organization:

http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm:

- ✓ [2015 Certificate of Authority Vote #1 - Corp or LLC \(Non-specific\)](#);
 - ✓ [2015 Certificate of Authority Vote #2 - Corp or LLC \(Specific\)](#);
 - ✓ [2015 Certificate of Authority Vote #3 - Corp General or Limited Partnership](#);
 - ✓ [2015 Certificate of Authority Vote #4 - Limited Partnership or LLC with Manager](#);
 - ✓ [2015 Certificate of Authority Vote #5 - Sole Proprietor](#); and
 - ✓ [Limited Liability Company \(LLC\) with Member or Manager](#).
 - ✓ **Note:** THE NAME OF THE CONTRACTOR'S ORGANIZATION MUST BE WRITTEN ON THE CERTIFICATE OF AUTHORITY/VOTE AS FOUND ON THE CERTIFICATE OF GOOD STANDING TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
- Other sources of authority (if not using the above generic forms):
 1. Source of Authority (must come from the **governing body**, either)
 - a. A **majority voted** at a meeting; or
 - b. The body provided **unanimous consent in writing**; or
 - c. The organization's **policy or governing document**.
 2. Source of Authority (in effect **on the day the agreement/amendment was signed**)
 - a. Authority was **granted the same day** as the day the agreement/amendment was signed.

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State of NH, Department of Corrections
In-State Courier Services
PROPOSAL CHECK SHEET NHD0C 23-01-GFNCF

- b. Authority was **granted after** the day the agreement/amendment was signed and the governing body ratifies and accepts the earlier execution.
- c. Authority was **granted prior** to the day the agreement/amendment was signed and it has not been amended or repealed as of the day the agreement/amendment was signed.
- Certificate of Insurance (COI) (NOT INCLUDED HEREIN). The Contractor must contact their Insurance provider and follow their process to get a certificate **pursuant to the General Provisions of FORM NUMBER P-37 (version 12/11/2019)**, Paragraph 14 and 15. The NH Department of Corrections, P.O. Box 1806, Concord, NH, 03302-1806 **must** be listed at the Certificate Holder on the document.
 - ✓ **Note:** THE NAME OF THE CONTRACTOR'S ORGANIZATION TO INCLUDE DBA NAMES, IF APPLICABLE, AND ADDRESS AS FOUND ON THE CERTIFICATE OF GOOD STANDING, MUST BE IDENTIFIED IN THE INSURED SECTION OF THE CERTIFICATE OF LIABILITY INSURANCE DOCUMENT.
 - ✓ **Note:** THE NH DEPARTMENT OF CORRECTIONS. P.O. BOX 1806, CONCORD, NH 03302 MUST BE LISTED AS THE CERTIFICATE HOLER.
 - ✓ **Note:** THE STATE OF NH, NH DEPARTMENT OF CORRECTIONS MUST BE LISTED AS ADDITIONALLY INSURED.
 - ✓ Shall provide the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate for the life of the Contract and any renewals thereof.
 - ✓ Shall provide Workers' Compensation and Employer's Liability insurance coverage for the life of the Contract and any renewals thereof.
 - ✓ Shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employer's Liability, and Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).
- Administrative Rules, Rules of Conduct and Confidentiality of Information Form, http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm;
- Health Insurance Portability and Accountability Act (HIPAA) Form, http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm;
- PREA Acknowledgement Form, http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm;
- Mission Statement (*only applicable to Non-Profit organizations*);
- List of Board of Directors and or Trustees and Business Addresses and Telephone Numbers (*only applicable to Non-Profit organizations and redact all personal information*);
- List of Key Personnel, Resumes, and Annual Salary per Position (*only applicable to Non-Profit organizations and redact all personal information*);
- Contractor Alternate W-9 Registration (NOT INCLUDED HEREIN). The Contractor shall complete their Contractor Registration process on-line through the following link: <https://das.nh.gov/purchasing/vendorregistration>; which will direct a potential Contractor to the State of NH Vendor Registration site. A Contractor should submit proof of their submission with their proposal. Please follow the instructions provided.
- **PROPOSAL CHECK SHEET**, p. 44-46.
- **GLOSSARY OF TERMS**, p. 47.

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*State of NH, Department of Corrections
In-State Courier Services
GLOSSARY OF TERMS NHDOC 23-01-GFNCF*

GLOSSARY OF TERMS

Various terms and abbreviations are used within the RFP that may not be familiar to all readers. This glossary term and acronym list is an attempt to help make reading these documents easier and more understandable.

Term	Acronym	Description/Definition
Alternate W-9 Form	ALT W-9	
Best and Final Offer	BAFO	
Certificate of Authority/Vote	COA/COV	
Certificate of Good Standing	COGS	
Certificate of Insurance	COI	
Certified Public Accountant	CPA	
Department of Administrative Services	DAS	
Department of Safety	NHDOS	
Doing Business As	D/B/A	
Eastern Standard Time	EST	
Estimated	Est.	
Federal Insurance Contributions Act	FICA	
Governor and Executive Council	G&C	
Limited Liability Company	LLC	
Health Insurance Portability and Accountability Act	HIPAA	
Hour	Hr.	
Microsoft Word	MS	
New Hampshire	NH	
NH Department of Corrections	NHDOC	
NH Department of Safety	NHDOS	
NH State Prison for Men	NHSP-M	
Northern NH Correctional Facility	NCF	
Not Applicable	N/A	
Policy, Procedure and Directives	PPD's	
Post Meridian	PM	
Post Office	P.O.	
Prison Rape Elimination Act	PREA	
Protected (Patient) Health Information	PHI	
Request for Bid	RFB	
Request for Information	RFI	
Request for Proposal	RFP	
Revised Statutes Annotated	RSA	Forms the codified laws of the State subordinate to the New Hampshire State Constitution.
State Fiscal Year	SFY	
State of NH Long Form Contract	P-37	
To Be Determined	TBD	
Uniform Resource Locator	URL	
United States	U.S./US	

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