STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL

PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES

RFP NHDOC 2027-06

ISSUE DATE: October 23, 2026

CLOSING DATE: November 20, 2026 at 2:00 PM

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Initials: _____
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SECTION A: Overview and Schedule

1. Executive Summary

1.1. Purpose: The purpose of this Request for Proposal (RFP) is to establish a contract(s) with a qualified Vendor(s) to provide pre-employment psychological examinations for candidates seeking employment as Corrections Officers with the New Hampshire Department of Corrections ("NHDOC", "State", or "Department").

1.2. Performance Period: Contract(s) is anticipated to be effective upon approval by Governor and Council (G&C) through June 30, 2030. The Department may extend contracted services for one (1) additional period of up to two (2) years, contingent upon satisfactory Vendor performance, continued appropriation and G&C approval.

1.3. Service Locations: Services shall be provided for candidates seeking employment as Corrections Officers with NHDOC. Pre-employment psychological evaluations shall be conducted remotely through a secure platform, as authorized by NHDOC, regardless of the facility for which the candidate is being considered.

1.4. Candidates receiving pre-employment psychological examinations under this Agreement may be considered for assignment to any NHDOC facility.

1.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

2. Schedule of Events (Timetable)

The following table, below, provides a Schedule of Events for this RFP through contract finalization and approval by G&C. NHDOC reserves the right to amend this schedule at its sole discretion and at any time through a published Addendum.

Event #	Description of Event	Date of Event
1	RFP Issued	October 23, 2026
2	Vendor Written Inquiries Due	November 6, 2026, at 2:00PM
3	NHDOC Posts Answers to Inquiries	November 13, 2026
4	Proposals Due	November 20, 2026, at 2:00PM
5	Evaluation of Proposals	November, 2026
6	Best & Final Offer	TBD, if applicable
7	Contract Finalization	December 2026
8	Anticipated Approval by the Governor and Council	January 2027
9	Expected Services Start Date	January, 2027

Note: NHDOC, with the exception of Event # 4: "Proposals Due", may alter the above Schedule of Events (Timetable) at any time. The Vendor's "Proposals Due" date cannot be changed in order to maintain the integrity of the public contract procurement process of the State of New Hampshire except for the reasons as stated in Section D: Process for Submitting a Proposal, Subpart 5.3., Addendums(s) or Withdrawal to/or this RFP and Section G: Terms and Conditions Related to the RFP Process. Notice of any such changes will be posted on NHDOC website and will be entitled *Addendum* and will serve as a Public Notice.

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SECTION B: Description of Agency/Division/Program

NHDOC is an executive agency of the State of New Hampshire charged with overseeing the State's correctional facilities supervising inmates, patients and probation and parolees by providing a safe, secure and humane correctional system through a continuum of services that promotes successful re-entry into society for the safety of our citizens and in support of crime victims.

SECTION C: General Scope of Services

1. Pre-employment Psychological Evaluation Services

In coordination with NHDOC Vendor shall schedule and conduct remote pre-employment psychological evaluations for candidates participating in the NHDOC hiring and onboarding process.

NHDOC is committed to recruiting and hiring qualified individuals who possess sound judgment, emotional stability, and psychological suitability to safely and effectively perform the essential functions of a Corrections Officer. As part of the hiring and onboarding process, candidates who successfully complete the required phases of the process will undergo a pre-employment psychological evaluation.

The purpose of the pre-employment psychological evaluation is to assess whether a candidate demonstrates the psychological fitness required to perform the duties of a Corrections Officer in a correctional environment. Evaluations shall be conducted by qualified licensed mental health professionals using professionally accepted assessment methods and practices that are job-related with applicable federal and state laws, professional standards, and ethical guidelines.

The vendor shall provide comprehensive psychological evaluations, prepare written reports documenting the results of each evaluation, and render a determination regarding the candidate's psychological suitability for employment at NHDOC. All evaluations shall be conducted remotely through a secure platform approved by NHDOC. The vendor shall maintain the confidentiality of the candidate and comply with all applicable federal and state privacy laws and professional standards governing psychological records.

2. Scope of Services

2.1. The vendor shall provide remote pre-employment psychological evaluation services for an estimated eighty (80) candidates participating in NHDOC hiring and onboarding process annually. This contract does not guarantee a maximum or minimum number of candidates receiving pre-employment psychological evaluations.

2.2. All services shall be performed in accordance with requirements of the New Hampshire Police Standards and Training Council (PSTC) for psychological screening of corrections officers, as set for in NH RSA 106- L:6, VII including:

- Minnesota Multiphasic Personality Inventory-3 (MMPI-3) – *Police Candidate Interpretative Report (PCIR)*
- California Psychological Inventory – *Police & Public Safety Selection Report (CPI)*
- Survey of Ethics in Law Enforcement-2 (SELE-2)
- Personal Experiences Inventory (PEI)

2.3. The vendor shall schedule and conduct all pre-employment psychological evaluations within fifteen (15) calendar days following NHDOC's referral of a candidate, unless an alternative timeframe is approved by NHDOC or necessitated by candidate's availability or other circumstances beyond the

contractor's control.

2.4. NHDOC will not be billed for any scheduled appointments if the candidate does not attend or if the appointment is cancelled by either the Vendor, the candidate or NHDOC prior to the scheduled appointment time.

2.5. The vendor shall prepare and submit a written evaluation report to NHDOC within three (3) business days of the evaluation unless otherwise authorized by NHDOC. The report shall summarize assessment results, identified areas of concern, and suitability for employment at NHDOC.

3. Specific Requirements

3.1. The vendor shall be a licensed psychologist or psychiatrist in the State of New Hampshire and able to detect behavioral traits that could adversely affect the candidate's ability to perform the functions of a Corrections Officer.

3.2. The vendor shall have demonstrated experience conducting pre-employment psychological evaluations for Public Safety personnel, preferably Corrections Officers or other Law Enforcement applicants.

4. General Service Provisions

4.1. Notification of Required Services: The NHDOC Recruitment & Retention Bureau Chief or designee, shall contact Vendor when service is required.

4.2. Rules and Regulations: Vendor agrees to comply with all Policies, Procedure and Directives (PPD's) of NHDOC. Vendor shall adhere to the Department's Administrative Rules, Conduct and Confidentiality of Information policies.

4.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to or associated to NHDOC, for which candidates are being considered may be added to the contract.

4.4. Licenses, Credentials and Certificates: Vendor shall ensure that the staff providing pre-employment psychological evaluation services required under the Contract shall be certified in the State of New Hampshire. Vendor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide such services.

5. Other Agreement Provisions

5.1. 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's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted in and Restricted from Prison Facilities*. Additional information can be located as a separate link: https://www.corrections.nh.gov/resources/bids-contracts.

5.2. 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: https://www.corrections.nh.gov/resources/bids-contracts.

5.3. Protected Health Information (PHI)
Vendor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191 and the Standards for

Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments.

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

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

All financial, statistical, personnel and/or technical data supplied by NHDOC to Vendor are confidential. Vendor 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 Vendor, or any individual or entity in Vendor's charge or employ, shall be considered a violation of this agreement, and may result in termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

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

5.5. Criminal Justice Information Services (CJIS) Security Policy (if applicable)
The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJIS, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual vendor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Vendor shall comply with the CJIS policy and is located as a separate link: https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources.

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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 NHDOC, no later than **2:00 PM** on **November 20, 2026** as specified in the Schedule section, herein. Proposal envelopes, boxes and/or containers must be clearly marked as follows:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
RESPONSE TO:
RFP NHDOC 2027-06
PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES

1.2. Addressing Proposal(s): Proposals may be submitted via: Overnight Delivery Service, In-Person or U.S. Mail with proposals addressed as such:

Overnight Delivery Service or In-Person	**U.S. Mail**
State of New Hampshire NH Department of Corrections Attn: Contract Administrator 64 South Street Concord, NH 03301	State of New Hampshire NH Department of Corrections Attn: Contract Administrator P.O. Box 1806 Concord, NH 03302

NHDOC located at 64 South Street, Concord, NH, is a secure 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.

ELECTRONIC SUBMISSIONS ARE PREFERRED
doc.contracts@doc.nh.gov

2. Hard Copy Submission Criteria

2.1. All hard copy proposals submitted in response to this RFP shall consist of:

2.1.1. Technical Proposal: One (1) original clearly identified, including all required attachments and three (3) copies.

2.1.2. Terms and Conditions/Cost Proposal: One (1) original clearly identified, including all required attachments and three (3) copies.

2.1.3. One (1) clearly identified electronic copy of the proposal in MS Word, including all required attachments contained in email to address noted on 1.2. or on a thumb drive.

2.1.4. If applicable, one (1) copy with any information redacted/proprietary, clearly identified including all required attachments of both Technical and Cost Proposal.

2.2. NHDOC 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. Vendors who are ineligible to bid on proposals, bids or quotes issued by 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.
2.3.1. Vendors will be required to attest that they do not meet any of the statutory conditions for debarment.
2.4. Unless waived as a non-material deviation in accordance with SECTION F: EVALUATION OF PROPOSALS, late submissions shall not be accepted and may be returned to Vendor unopened.
2.5. Delivery of the proposals shall be at Vendor's expense. Any damage that may occur due to shipping shall be Vendor'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 Contracts Administrator, or designee.
2.7. NHDOC 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, Vendor may be notified by NHDOC and shall be considered "technically non-compliant".
2.10. A Vendor 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 was issued.
2.11. NHDOC shall not consider a proposal which remains unsigned on the fourth (4th) 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 Administrator, 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 Administrator
P.O. Box 1806
Concord, NH 03302
Tel: (603) 271-7602
E-Mail: doc.contracts@doc.nh.gov

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 email to the Sole Point of Contact (SPC), identified in Section D: Process for Submitting a Proposal, Paragraph 3, Contact Information – SPC, above, citing the RFP Title, RFP Number, RFP Section/Paragraph and RFP page number.

4.1. Inquiries must be received by NHDOC RFP Point of Contact, no later than the conclusion of Vendor's 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 Vendor's 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 NHDOC to be critical to the bid process. NHDOC 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. NHDOC 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 NHDOC's discretion.

4.4. NHDOC may consolidate and/or paraphrase questions for sufficiency and clarity.

4.5. NHDOC 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 NHDOC.

4.7. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal by self-monitoring NHDOC's website: https://www.correc tions.nh.gov/resources/bids-contracts/rfp-resources and/or NH Department of Administrative Services website: https://apps.das.nh.gov/NHProcurement, that shall serve as public notice.

5. Addendums(s) or Withdrawal of RFP

5.1. If the NHDC 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.corrections.nh.gov/resources/bids-contracts/rfp-resources and/or Department of Administrative Services at: https://apps.das.nh.gov/NHProcurement, that shall serve as public notice.

5.2. NHDOC, 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 NHDC website prior to the Proposal Due Date list in the Schedule of Events, 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 Vendor, 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. NHDOC's 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. Vendors 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 Agreement, whichever is later.

8. Alterations/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. Subcontractors

Proposals utilizing sub-contractors for any portion of the services identified in this RFP shall require subcontractors 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 NHDOC specifically agrees upon the change of such subcontractors. Subcontracting of services shall require prior approval by NHDOC. NHDOC reserves the right to reject subcontractors identified in this RFP and to require the Vendor to replace such subcontractors deemed unacceptable.

10. Rejection of Proposals

Proposals may be rejected at any time at the discretion of Human Resources Bureau Chief or designee if the Contractor:

a. Has any interest that shall, in the sole discretion of NHDOC, conflict with performance of services for the State.
b. If a non-profit/not-for-profit fails to furnish NHDOC with the names and addresses of the organization's Board of Directors/Members, List of Key Personnel and Salaries, Resumes of Key Personnel (redact all personal information pertaining to these requirements) and/or Mission Statement.
c. Fails to make an oral presentation, if requested by NHDOC, at a time, place and in a manner satisfactory to the Department.
d. Fails to reach an agreement with NHDOC on any and all RFP terms.

11. Remedies for "Minor Irregularities" of a Proposal

NHDOC, in its sole discretion, may determine that "Minor Irregularities" of a Proposal may be insubstantial. In such cases, NHDOC may:

a. Seek clarification;
b. Allow the Contractor to make corrections; or
c. Apply a combination of the two (2) remedies.

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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 Vendor's risk and may, at the discretion of NHDOC, 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).

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 and 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 *ONLY*; 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:

a) "Technical Proposal";
b) Name of Organization;
c) RFP Title and Number, Date of Submission; and
d) Marked as "Original".

1.3.2.2. Table of Contents

1.3.2.3. Transmittal Letter, SECTION I: APENDIXES, (Appendix A).

1.3.2.4. Exceptions to Terms and Conditions Letter, SECTION I: APENDIXES, (Appendix B)

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).

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 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 and 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, Vendor shall describe the hiring process, qualifications for the position(s) and provide job description(s). NHDOC 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.

The remainder of this page is intentionally blank.

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 on the following chart:

Check	Description
Option 1 ☐	A copy of the organization's most recent full set of financial statements
Option 2 ☐	A copy of the organization's audited set of financial statements from an independent Certified Public Accountant (CPA) firm
Option 3 ☐	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 services. Vendor shall grant NHDOC 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-contractor(s) 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 2/23/2023);

1.3.3.2. SPECIAL PROVISION, 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. Criminal Justice Information Services (CJIS) Security Policy (see Proposal Check Sheet)
1.3.3.12. Mission Statement (see Proposal Check Sheet for instructions)
1.3.3.13. List of Board of Directors/Trustees and Business Address and Telephone Numbers (see Proposal Check Sheet for instructions)
1.3.3.14. List of Key Personnel and Annual Salaries (see Proposal Check Sheet for instructions)
1.3.3.15. Vendor Alternate W-9 Registration (see Proposal Check Sheet)
1.3.3.16. PROPOSAL CHECK SHEET
1.3.3.17. GLOSSARY OF TERMS

The remainder of this page is intentionally blank.

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. Cost Proposal.

Category	Points Per Category
1.1.3. Technical Proposal: (50 Points)	**50**
1.1.3.1. **Executive Summary**: Overall Experience of Organization/Staff and Demonstrated Results (10 Points) 1.1.3.1.1. Assessment of the history of the organization 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**: (10 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. References:	**Pass/Fail**
1.1.5. Cost Proposal:	**50**
Total of all Categories	**100**

1.2. NHDOC shall use a scale of one hundred (100) points, a maximum of fifty (50) points awarded based on the Technical Proposal and a maximum of fifty (50) points awarded based on the Cost Proposal.
1.3. NHDOC will select a Vendor 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 NHDOC, will be used to refine, and finalize scores.

2. Proposal Review

2.1. NHDOC shall conduct an objective review of the proposal(s) received in response to this RFP. The evaluation shall be based on the demonstrated capabilities and skills of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP.
2.2. NHDOC shall not review proposals that reduce NHDOC current functions.
2.3. NHDOC reserves the right to accept or reject any proposal and to waive any minor irregularities as determined by NHDOC in any proposal.
2.4. NHDOC 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 Vendor and NHDOC shall not be held liable for any such costs.

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

3. Planned Evaluations

NHDOC 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 Proposal;
3.5. Best and Final Offer (BAFO) (if applicable); and
3.6. Final Selection.

4. Initial/Procedural Screening of Technical Proposals

NHDOC will conduct an initial/procedural screening step to verify Vendor 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. NHDOC 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 shall remain sealed during the Initial/Procedural Screening.

5. Preliminary Technical Scoring of Proposals

NHDOC will establish an evaluation team to initially score the Technical Proposals. This evaluation team shall 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 Vendor fail to achieve **thirty (30) points** in the preliminary scoring, it will receive no further consideration from the evaluation team. Cost Proposals within the Standard Terms and Conditions Proposals shall 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 shall determine a final score for each Technical Proposal(s).

NHDOC utilizes a consensus scoring methodology to evaluate submitted proposals. Each final proposal shall be evaluated by an open forum of discussion/debate by the evaluation committee. Proposals will be scored comparing Vendor'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 shall be reviewed upon completion of the final technical scoring of proposals. Vendor's Cost Proposal will be allocated a maximum potential score of **fifty (50) points.** Vendors 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:

Vendor's Price Score = (Lowest Proposed Price/Vendor'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 Vendor who has scored above the minimum necessary for consideration on the preliminary Technical Score.

8. Best and Final Offer (BAFO): *If applicable*

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

8.1. The BAFO is a one (1) time invitation only process for a Vendor to submit its lowest priced offer for NHDOC's consideration.

8.2. NHDOC shall provide a deadline submission date for the BAFO.

8.3. NHDOC may communicate in writing any price/cost targets that NHDOC is seeking in a BAFO. If such target(s) is provided, NHDOC will do so uniformly to all Vendors selected to participate in the BAFO.

8.4. All restrictions on contact with State employees outlined in SECTION D: PROCESS FOR SUBMITTING A PROPOSAL.

8.5. Each invited Vendor shall only make one BAFO. The BAFO shall not alter the substance of the Vendor's Technical Proposal. The BAFO may only amend Vendor's initial price proposal.

8.6. To the extent NHDOC solicits and receives a BAFO pursuant to this section, NHDOC will re-score the price proposals after review of the BAFO in accordance with SECTION F: EVALUATION OF PROPOSALS. NHDOC will not select a Vendor 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 Vendor(s) who were invited to submit a BAFO will be considered for an award.

9. Final Selections

NHDOC 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 Agreement negotiations with the selected Vendor(s). An Agreement may be awarded to more than one (1) vendor. A Vendor may bid on separate location/services either Northern or Southern Correctional Facilities as noted in Section A, Overview and Schedule.

10. Rights of the NH Department of Corrections

NHDOC 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 NHDOC'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 Vendor and so on if NHDOC is unable to reach an agreement of Agreement terms with the higher scoring Vendor(s).

SECTION G: TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

1. RFP Addendum

NHDOC 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

Vendor'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 Vendor(s) and without effort to preclude NHDOC 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 shall not be returned to Vendor. Upon Agreement 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 an Agreement, the substance of a proposal must remain confidential until the Effective Date of any Agreement resulting from this RFP. Vendor's disclosure or distribution of proposals other than to NHDOC 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 an Agreement. At the time of receipt of proposals, NHDOC will post the number of responses received with no further information. No later than five (5) business days prior to submission of an Agreement to the Department of Administrative Services (DAS) pursuant to this RFP, NHDOC will post the name, rank, or score of each Vendor. In the event that the Agreement does not require Governor and Executive Council approval, NHDOC shall disclose the rank or score of the proposals at least five (5) business days before final approval of the Agreement.

The content of each Vendor's proposal shall become public information upon the award of any resulting Agreement. 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 Agreement 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 Vendor of information it believes exempt does not have the effect of making such information exempt. The Agency shall 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, Vendor pricing will be subject to disclosure upon approval of the Agreement. The Agency shall endeavor to maintain the confidentiality of portions of the proposal that are clearly and properly marked confidential.

If a request is made to the Agency to view portions of a proposal that Vendor has properly and clearly marked confidential, the Agency will notify Vendor of the request and of the date the Agency plans to release the records. By submitting a proposal, Vendor(s) agree that unless Vendor 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 Vendor(s).

6. Non-Commitment

Notwithstanding, any other provisions, this RFP does not commit the Agency to award an Agreement. NHDOC 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, Vendor agrees that in no event shall NHDOC be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the proposal, or for work performed prior to the Effective Date of a resulting Agreement.

8. Ethical Requirements

From the time this RFP is published until an Agreement is awarded, no Vendor 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 Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor 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 Vendor shall be disqualified from bidding on any RFP or similar request for submission issued by any State agency. A Vendor 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 NHDOC at least ten (10) business days prior to the proposal submission deadline. By submitting a proposal, Vendor is deemed to have waived any challenges to NHDOC's authority to conduct this procurement and the form and procedures of this RFP.

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SECTION H: AGREEMENT TERMS AND AWARD

1. Non-Exclusive Contract

Any resulting Agreement(s) from this RFP will be a non-exclusive Agreement. The State reserves the right, at its discretion, to retain other vendors 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 NHDOC to award an Agreement(s). If NHDOC decides to award an Agreement(s) as a result of this RFP process, any award is contingent upon approval of the Agreement by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the Agreement.

3. Standard Agreement Terms

NHDOC will require the successful Vendor(s) to execute a firm fixed price **or** 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 this Agreement shall be through June 30, 2030 from the date of approval. Agreement 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 Council approval.

To the extent that a Vendor believes that exceptions to the standard form contract will be necessary for Vendor to enter into the Agreement, Vendor should note those issues during Vendor Inquiry Period. NHDOC shall review requested exceptions and accept, reject, or note that it is open to negotiation of the proposed exception at its sole discretion. If NHDOC accepts a Vendor's exception the Department shall, at the conclusion of the inquiry period, provide notice to all potential Vendor(s) of the exceptions, which have been accepted and indicate that exception is available to all potential Vendor(s). Any exceptions to the standard form contract that are not raised during Vendor inquiry period are waived. In no event is a Vendor 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

NHDOC may consider multiple vendors and entertain partial proposals for the requested services in regard to Pre-employment Psychological audit services.

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SECTION I: APPENDIXES

Appendix A – Transmittal Letter
Appendix B – Exception to Terms and Conditions
Appendix C – Standard Terms and Conditions (documents provided within RFP)
Section 1 – Form Number P-37 (version 2/23/2023), General Provisions
Section 2 – Special Provisions, Exhibit A
Section 3 – Scope of Services, Exhibit B
Section 4 – Estimated Budget/Method of Payment, Exhibit C
Section 5 – Proposal Check Sheet
Section 6 – Glossary of Term

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Appendix A – Proposal Transmittal Letter

Proposal Due Date: November 20, 2026

[Insert name of Signor] _____,on behalf of_____[insert name of entity submitting bid (collectively referred to as "Vendor"] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to bid hereby offers NHDOC, Pre-Employment Psychological Evaluation Services as outlined in RFP NHDOC 2027-06 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.

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 Pre-Employment Psychological Evaluation Services, RFP NHDOC 2027-06 used in the Vendor's Proposal response.
6. In accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
   a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
   b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
   c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
   d. Is currently debarred from performing work on any project of the federal government or the government of any state;
   e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
   f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
   g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
   h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;

i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment: or
j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding Vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding Vendor and that any and all other terms and conditions submitted by the responding Vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding Vendor shall also be subject to State of New Hampshire terms and conditions as stated.

Authorized Signor's Signature:_____ Authorized Signor's Title:_____

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):_____

APPENDIX B – EXCEPTION TO TERMS AND CONDITIONS

A Responder shall be presumed to be in agreement with the Terms and Conditions of RFP NHDOC 2027-06 Pre-Employment Psychological Evaluation 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 NHDOC concerning the Terms and Conditions of RFP NHDOC 2027-06 Pre-Employment Psychological Evaluation 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) acknowledges and accepts, without qualification, all Terms and Conditions of RFP NHDOC 2027-06 Pre-Employment Psychological Evaluation 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

APPENDIX C – STANDARD TERMS AND CONDITIONS

1. FORM NUMBER P-37 (version 2/23/2023), GENERAL PROVISIONS
2. EXHIBIT A – SPECIAL PROVISIONS
3. EXHIBIT B – SCOPE OF SERVICES
4. EXHIBIT C – ESTIMATED BUDGET/METHOD OF PAYMENT
5. Certificate of Good Standing
6. Certificate of Authority/Vote
7. Certificate of Insurance
8. Administrative Rules, Rules of Conduct and Confidentiality of Information
9. Health Insurance Portability and Accountability Act (HIPAA)
10. Protected Health Information (PHI)
11. Prison Rape Elimination Act (PREA) of 2003
12. Criminal Justice Information Services (CJIS) Security Policy
13. Mission Statement (*only applicable to Non-Profit organizations)*
14. List of Board of Directors/Trustees and Business Address/Telephone Numbers (*only applicable to Non-Profit organizations)*
15. List of Key Personnel, Resume, and Annual Salary per Position (*only applicable to Non-Profit organizations)*
16. Vendor Alternate W-9 Registration
17. Proposal Check Sheet
18. Glossary of Terms

The remainder of this page is intentionally blank.

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

<table>
<tr><td colspan="2">1.1 State Agency Name

NH Department of Corrections</td><td colspan="2">1.2 State Agency Address

64 South Street, Concord, NH 03301
P.O. Box 1806, Concord, NH 03302</td></tr>
<tr><td colspan="2">1.3 Contractor Name</td><td colspan="2">1.4 Contractor Address</td></tr>
<tr><td>1.5 Contractor Phone #</td><td>1.6 Account Number
02-46-46-46150-6529-101-500729</td><td>1.7 Completion Date</td><td>1.8 Price Limitation</td></tr>
<tr><td colspan="2">1.9 Contracting Officer for State Agency
Kristin Cowell, Human Resources Bureau
Bureau Chief</td><td colspan="2">1.10 State Agency Telephone Number</td></tr>
<tr><td colspan="2">1.11 Contractor Signature</td><td colspan="2">1.12 Name and Title of Contractor Signatory</td></tr>
<tr><td colspan="2">1.13 State Agency Signature

Date:</td><td colspan="2">1.14 Name and Title of State Agency Signatory
William Ryan Hart, Jr.
Commissioner</td></tr>
<tr><td colspan="4">1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)

By: Director, On:</td></tr>
<tr><td colspan="4">1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)

By: On:</td></tr>
<tr><td colspan="4">1.17 Approval by the Governor and Executive Council (if applicable)

G&C Item number: G&C Meeting Date:</td></tr>
</table>

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.
3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.
6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.
6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take anyone, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days

from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.
10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

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

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

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EXHIBIT B - SCOPE OF WORK

1. Purpose

The purpose of this Agreement is to establish the contract terms with a qualified Contractor(s) to provide pre-employment psychological examinations for candidates seeking employment as Corrections Officers with the New Hampshire Department of Corrections ("NHDOC", "State", or "Department").

2. Performance Period

Contract(s) is anticipated to be effective upon approval by Governor and Council (G&C) through June 30, 2030. The Department may extend contracted services for one (1) additional period of up to two (2) years, contingent upon satisfactory Vendor performance, continued appropriation and G&C approval.

3. Service Locations

3.1. Services shall be provided for candidates seeking employment as Corrections Officers with NHDOC. Pre-employment psychological evaluations shall be conducted remotely through a secure platform, as authorized by NHDOC, regardless of the facility for which the candidate is being considered.

3.2. Candidates receiving pre-employment psychological evaluation examinations under this Agreement may be considered for assignment at any NHDOC facility.

3.3. In the event that NHDOC wishes to add or remove facilities for which candidates may be evaluated under this Agreement, it shall:

3.3.1. Give Contractor fourteen (14) days written notice of the proposed change; and

3.3.2. Secure Contractor's written agreement to the proposed changes.

3.4. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

4. General Scope of Work

Pre-employment Psychological Evaluation Services

In coordination with NHDOC Contractor shall schedule and conduct remote pre-employment psychological evaluations for candidates participating in the NHDOC hiring and onboarding process.

NHDOC is committed to recruiting and hiring qualified individuals who possess sound judgment, emotional stability, and psychological suitability to safely and effectively perform the essential functions of a Corrections Officer. As part of the hiring and onboarding process, candidates who successfully complete the required phases of the process will undergo a pre-employment psychological evaluation.

The purpose of the pre-employment psychological evaluation is to assess whether a candidate demonstrates the psychological fitness required to perform the duties of a Corrections Officer in a correctional environment. Evaluations shall be conducted by qualified licensed mental health professionals using professionally accepted assessment methods and practices that are job-related with applicable federal and state laws, professional standards, and ethical guidelines.

The vendor shall provide comprehensive psychological evaluations, prepare written reports documenting the results of each evaluation, and render a determination regarding the candidate's psychological suitability for employment at the NHDOC. All evaluations shall be conducted remotely through a

secure platform approved by NHDOC. The vendor shall maintain the confidentiality of candidate and comply with all applicable federal and state privacy laws and professional standards governing psychological records.

5. Scope of Services

5.1. The Contractor shall provide remote pre-employment psychological evaluation services for an estimated eighty (80) candidates participating in NHDOC hiring and onboarding process annually This contract does not guarantee a maximum or minimum number of candidates receiving pre-employment psychological evaluations.

5.2. All services shall be performed in accordance with requirements of the New Hampshire Police Standards and Training Council (PSTC) for psychological screening of corrections officers, as set for in NH RSA 106- L:6, VII including:

- Minnesota Multiphasic Personality Inventory-3 (MMPI-3) – *Police Candidate Interpretative Report (PCIR)*
- California Psychological Inventory – *Police & Public Safety Selection Report (CPI)* Survey of Ethics in Law Enforcement-2 (SELE-2)
- Personal Experiences Inventory (PEI)

5.3. The Contractor shall schedule and conduct all pre-employment psychological evaluations within fifteen (15) calendar days following NHDOC's referral of a candidate, unless an alternative timeframe is approved by NHDOC or necessitated by candidate's availability or other circumstances beyond the contractor's control.

5.4. NHDOC will not be billed for any scheduled appointments if the candidate does not attend or if the appointment is cancelled by either the candidate, the Contractor or NHDOC prior to the scheduled appointment time.

5.5. The Contractor shall prepare and submit a written evaluation report to NHDOC within three (3) business days of the evaluation unless otherwise authorized by NHDOC. The report shall summarize assessment results, identified areas of concerns, and suitability for employment at NHDOC.

6. Specific Requirements

6.1. The Contractor shall be a licensed psychologist or psychiatrist in the State of New Hampshire and able to detect behavioral traits that could adversely affect the candidate's ability to perform the functions of a Corrections Officer.

6.2. The Contractor shall have demonstrated experience conducting pre-employment psychological evaluations for Public Safety personnel, preferably Corrections Officers or other Law Enforcement applicants.

7. General Service Provisions

7.1. Notification of Required Services: The NHDOC Recruitment & Retention Bureau Chief or designee, shall contact Contractor when service is required.

7.2. Rules and Regulations: Contractor agrees to comply with all Policies, Procedure and Directives (PPD's) of NHDOC. Contractor shall adhere to the Department's Administrative Rules, Conduct and Confidentiality of Information policies.

7.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to or associated to NHDOC, for which candidates are being considered may be added to the contract.

7.3. Licenses, Credentials and Certificates: Contractor shall ensure that the staff providing pre-employment psychological evaluation services required under the Contract shall be certified in the State

of New Hampshire. Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide such services.

8. Other Agreement Provisions

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

8.2. Prison Rape Elimination Act (PREA) of 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. 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: https://www.corrections.nh.gov/resources/bids-contracts.

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

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

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

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

8.4. Health Insurance Portability and Accountability Act (HIPAA)
Contractor agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean Contractor and sub-contractor(s) and agents of Contractor that receive, use or have access to protected health information under this Agreement, and "Covered Entity" shall mean the State of New

Hampshire, Department of Health and Human Services. Additional information can be located as a separate link: https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources

8.5. Criminal Justice Information Services (CJIS) Security Policy (if applicable)
The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJIS, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual vendor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Vendor shall comply with the CJIS policy and is located as a separate link: https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources.

9. 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.

10. Contractor Designated Liaison:
Contractor shall designate a representative to act as a liaison between the Contractor and NHDOC 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.

10.1. 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.

10.2. 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 NHDOC actually receives notice of this change.

10.3. Changes to the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Recruitment & Retention Bureau Chief, or designee, P.O. Box 1806, Concord, NH 03302.

11. Contractor Liaison's Responsibilities
Contractor's designated liaison shall be responsible for:

11.1. 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.

11.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.

11.3. 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

11.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.

12. 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:

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

12.2. Monitoring compliance with the terms of the Contract.

12.3 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.

12.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.

12.5. Informing the Contractor of any discretionary action taken by the NH Department of Corrections pursuant to the provision of the Contract.

13. Reporting Requirements

NH Department of Corrections shall, at its sole discretion:

13.1. Request the Contractor to provide proof of any and all permits to perform courier services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof.

13.2. 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 the NH Department of Corrections.

13.3 Any reports and/or information requested by the NH Department of Corrections forwarded to NH Department of Corrections, Recruitment & Retention Bureau Chief, or designee, P.O. Box 1806, Concord, NH 03302.

14. 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.

15. Performance Measures

NH Department of Corrections shall, at its sole discretion:

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

15.2 Terminate the Contract as permitted by law, if the NH Department of Corrections determines that the Contractor:

15.2.1. Does not comply with the terms of the Contract.

15.2.2. Has lost or has been notified of intention to lose their certification/licensure/permits.

15.2.3. The Contractor shall fully coordinate the performance activities of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Con-

Contractor Initials: _____
Date: _____

tractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

16. Bankruptcy or Insolvency Proceeding Notifications

16.1. 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.

16.2. Upon learning of the actions herein identified, the NHDOC reserves the right at its sole discretion to either cancel the Contract in whole or in part, or re-affirm the Contract in whole or in part.

17. 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 17.1.1. 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 Vendor's Proposal and/or the result of a Contract.

17.1. Order of Precedence:

17.1.1. State of NH Department of Corrections Contract Agreement NHDOC 2027-06.

17.1.2. State of NH Department of Corrections RFP NHDOC 2027-06.

17.1.3. Vendor's Response to RFP NHDOC 2027-06.

18. 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.

18.1. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.

18.2. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

19. 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.

20. 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.

21. 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.

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

Form Number P-37 (version 5/8/15); Certificate of Good Standing; Certificates of Authority/Vote; Certificate of Insurance; Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; PREA Acknowledgement Form and ALT-W9 Registration shall be applicable for the requested contracted activities and are located as a separate link on the NH Department of Corrections website:https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources with instructions found in the Proposal Check Sheet.

23. Contractor Personnel

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

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

23.2. If a sub-contractor(s) is/are to be used for any portion of the services provided, prior approval from NHDOC shall be required. Notification to the Department shall include the name of the subcontractor, brief company profile and a description of the services/functions being subcontracted.

24. Non-Exclusive Contract

NHDOC reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State Contractors performing services which relate to the work or Deliverables set forth in this Agreement.

24. Rejection of Proposals

Proposals may be rejected at any time at the discretion of the Director of Administration or designee if the Contractor:

24.1. Has any interest that shall, in the sole discretion of the NHDOC, conflict with performance of services for the State.

24.2. If a non-profit/not-for-profit fails to furnish the NHDOC with the names and addresses of the organization's Board of Directors/Members, List of Key Personnel and Salaries and/or Resumes of Key Personnel (redact all personal information pertaining to these requirements.

24.3. Fails to make an oral presentation, if requested by the NHDOC, at a time, place and in a manner satisfactory to the Department.

24.4. Fails to reach an agreement with the NHDOC on any and all Contract terms.

25. Remedies for "Minor Irregularities" of a Proposal

The NH Department of Corrections, in its sole discretion, may determine that non-compliance with any RFP requirement is insubstantial. In such cases, the Department may:

25.1 Seek clarification.
25.2. Allow the Contractor to make corrections, or
25.3. Apply a combination of the two (2) remedies.

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Exhibit C Estimated Budget/Method of Payment

1. Pre-Employment Psychological Evaluation Services Cost Proposal.

1.1. Estimated budget scheduled below to be completed by the Contractor.

Service Period	Contractor Cost Per Evaluation	Estimated Number of Evaluations Per FY	Estimated Total Cost Per FY
Year 1		80	
Year 2		80	
Year 3		80	

1.2. Optional two year renewal contract period yearly cost to be completed by the contractor.

Service Period	Contractor Cost Per Evaluation	Estimated Number of Evaluations per FY	Estimated Total Cost Per FY
Year 1		80	
Year 2		80	

1.2. Contractor shall provide itemized invoices, commencing thirty (30) days after the start of service and submitted by the fifteenth (15th) day of each month following the month in which services are provided. Contractor shall submit all invoices to NHDOC in a timely manner.

1.3. 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. NHDOC will accept invoices in electronic format to expedite payment to: DOC-FinancialServices@doc.nh.gov

1.4. NHDOC may adjust the payment amount identified on the Contractor's invoice if an invoice is not submitted in accordance with the instructions established by NHDOC.

1.5. NHDOC Bureau of Financial Services may issue payment to Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:

1.5.1. Invoice date, invoice number, account number (if applicable), facility;

1.5.2. Quantity and description of services rendered;

1.5.3. Dates of said services; and

1.5.4. Itemized service total charge.

1.6. Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

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PROPOSAL CHECK SHEET

If applicable and/or hard copies are delivered; Vendor(s) shall submit one (1) original hard copy, labeled "Original", three (3) copies of the original labeled "Copy" and one (1) electronic copy (thumb drive of the original or emailed) 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:

1. "Technical Proposal"
2. Name of Organization;
3. RFP Title and Number, Date of Submission; and
4. Marked as "Original".

- ❑ Table of Contents
- ❑ Transmittal Letter (*refer to* SECTION I: APENDIXES, *A)*
- ❑ Exceptions to Terms and Conditions(s) Letter (*refer to* SECTION I: APENDIXES, *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, Paragraph5. 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 2/23/2023)
    - **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.

❑ 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.

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: https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources.

- ❑ 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):

- Source of Authority (must come from the **governing body**, either)
- A **majority voted** at a meeting; or
- The body provided **unanimous consent in writing**; or
- The organization's **policy or governing document**.
- Source of Authority (in effect **on the day the agreement/amendment was signed**)
  1. Authority was **granted the same day** as the day the agreement/amendment was signed.
  2. Authority was **granted after** the day the agreement/amendment was signed, and the governing body ratifies and accepts the earlier execution.

Contractor Initials: _____
Date: _____

3. 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). 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 2/23/2023), 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:** NHDOC. P.O. BOX 1806, CONCORD, NH 03302 MUST BE LISTED AS THE CERTIFICATE HOLER.
  - **Note:** THE STATE OF NH, NHDOC 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 Agreement and any renewals thereof.
  - Shall provide Workers' Compensation and Employer's Liability insurance coverage for the life of the Agreement 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, https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources.;
- ❑ Health Insurance Portability and Accountability Act (HIPAA) Form, https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources.;
- ❑ PREA Acknowledgement Form, https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources.;
- ❑ Criminal Justice Information Services (CJIS) Security Policy, https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources.;
- ❑ 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)*;
- ❑ Vendor Alternate W-9 Registration (Not Included Herein). Vendor shall complete their Vendor Registration process on-line through the following link: https://www.das.nh.gov/purchasing/vendorresources.aspx; which will direct a potential vendor to the State of NH Vendor Registration site. A vendor should submit proof of their submission with their proposal. Please follow the instructions provided.

Contractor Initials: _____
Date: _____

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	
Doing Business As	D/B/A	
Criminal Justice Information Services Security Addendum	CJIS	
Eastern Standard Time	EST	
Federal Fiscal Year	FFY	
Federal Insurance Contribution Act Tax	FICA	
General Services Administration	GSA	
Governor and Executive Council	G&C	
Health Insurance Portability and Accountability Act	HIPAA	
National Prison Rape Elimination Commission	NPREC	
New Hampshire	NH	
NH Department of Corrections	NHDOC	
NH State Prison for Men	NHSP-M	
NH Correctional Facility for Women	NHCF-W	
Northern NH Correctional Facility	NCF	
Not Applicable	N/A	
Policies, Procedures and Directives	PPD's	
Post Office	P.O.	
Post Meridian	PM	
Prison Rape Elimination Act	PREA	**Prison Rape Elimination Act of 2003** (**PREA**) is the first United States federal law passed dealing with the sexual assault of prisoners.
Protected (Patient) Health Information	PHI	
Purchase Order	PO	
Request for Proposal	RFP	
Revised Statutes Annotated	RSA	Forms the codified laws of the State subordinate to the New Hampshire State Constitution.
Secure Psychiatric Unit/Residential Treatment Unit	SPU/RTU	
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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