

REQUEST FOR PROPOSAL

RFP 2020-02-SHELF

PROFESSIONAL SHELVING AND FIXTURE SERVICES

January 22, 2020

Issued by:



New Hampshire Liquor Commission PO Box 503, 50 Storrs Street Concord, NH 03302 This Page intentionally left blank

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TABLE 1: SCHEDULE

Below is a schedule for this Request for Proposal ("RFP"). The New Hampshire Liquor Commission ("NHLC") may amend this Schedule at its sole discretion at any time by issuing an Addendum. Any Addendum will be posted online at http://www.nh.gov/liquor/public_notices.shtml. Proposers are responsible for checking the website for addenda.

EVENT	DATE	LOCAL TIME
Request for Proposals Issued	January 22, 2020	
Deadline to Submit Inquiries	February 10, 2020	1:00 PM
NHLC Response to Proposer Inquiries	February 21, 2020	2:00 PM
Deadline for Submitting Sealed Proposals ("Closing Date")	March 19, 2020	1:30 PM
Proposal Opening	March 20, 2020	9:00 AM

PART I - GENERAL INFORMATION FOR PROPOSERS

1. PURPOSE

The NHLC seeks professional shelving and fixtures services for its Liquor and Wine Outlets. The NHLC is issuing this RFP to solicit and evaluate proposals from interested companies with the goal of contracting with one selected Contractor ("Contractor" or "Proposer"). This RFP describes the services sought by the NHLC and provides the terms governing this procurement process, including the required content of a Proposal, and the criteria by which Proposers' submissions are evaluated.

2. ISSUING OFFICE/OFFICER

This RFP is issued by the NHLC, which shall serve as the Issuing Office. The Issuing Officer responsible for managing the RFP process is:

Francis Fredericks, Legal Counsel

NH Liquor Commission P.O. Box 503 Concord, NH 03302-0503

Tel: 603-230-7015 Fax: 603-271-1107

Francis.fredericks@liquor.nh.gov

3. CONTRACTING OFFICER

The Contracting Officer will serve as the initial point of contact between the NHLC and the successful Contractor. The Contracting Officer will be identified in any final contract that results from this RFP and will have authority to direct the successful Contractor to deal with a Project Manager(s) in relation to specific projects.

4. CONTRACTING PERIOD

The NHLC seeks to enter into an agreement for a term of three (3) years beginning on or about May 31, 2020, and extending through May 31, 2023. The contract term may, at the sole option of the NHLC, be extended for an additional two (2) year term upon mutual written agreement by the parties.

5. PROPOSED SCOPE OF WORK

A. Minimum Qualifications

- 1) The successful Contractor shall have a minimum of five (5) years' experience providing shelving and fixture services for commercial projects.
- 2) The successful Contractor shall furnish all materials, equipment, labor, and transportation necessary to provide the services described herein.

3) The successful Contractor shall have the technical capability and employ a sufficient number of trained technicians to serve the NHLC Headquarters and <u>all Liquor and Wine Outlets</u>, including new stores that may open during the life of the contract, according to the requirements contained in this RFP.

NHLC Liquor & Wine Outlet locations are set out in Appendix B. Store locations are subject to change as stores may be opened, closed, or relocated.

B. Project Deliverables

Proposers should view these performance requirements as minimum requirements. All shelving, fixtures, and related products must be equal or superior to the standards provided. The NHLC Contracting Officer will be the sole judge of equivalency. The successful Contractor will be expected to provide the following services for various NHLC Liquor and Wine Outlet locations:

PRODUCT OFFERINGS:

- The NHLC operates 77 retail stores, and it must periodically renovate/replace shelving in these stores. Store locations range from small (approximately 3,500 square feet of retail space) to large (approximately 20,000 square feet of retail space). The NHLC may also open new stores that will require entirely new shelving floorplans. As a result, the NHLC requires expediency and versatility in shelving options.
- NHLC's stores predominantly make use of adjustable metal shelving. Photos of the shelving and other units featured at NHLC's stores are located at pages 2 through 8 of Appendix C.
- Contractor must provide adjustable metal shelving in a broad variety of colors and styles.
- Contractor must have sufficient product resources available to it to provide shelving and other units to multiple NHLC retail locations per year.
- Contractor must have the ability to obtain and incorporate beverage coolers and wine vaults (*i.e.* temperature and humidity controlled wine displays) of varying sizes into the shelving layout.
- Contractor must have the ability to obtain and incorporate other shelving materials, (*e.g.* wood, glass display cases, etc.) and to develop or obtain specialty fixtures, including illuminated cases/cabinets.
- Contractor must have the ability to provide store cash wraps/check-out lanes and other specialty counters.

QUOTING A PROJECT:

- All quotes shall include pricing for furnishing necessary shelving and fixtures, materials, products, equipment, as well as transportation for proper delivery.
- Contractor shall carefully review any specifications/drawings that may be part of the project.
- Contractor must provide a written quote that includes the following: store location and number, product description, pricing, transportation cost, and timeframe for delivery.
- Contractor shall verify all quantities and configurations with the drawings and specifications.
- Contractor shall be responsible for the preparation of CAD renderings and conceptual drawings. The CAD renderings provided by the Contractor will be based on initial drawings/ other materials provide by the NHLC.
- The NHLC will not be responsible for freight or re-stocking fees for refused items.
- All quotes must be submitted to the Contracting Officer or Project Manager(s) and approved by the NHLC.
- The NHLC reserves the right to request quotes for installation from Contractor.

DELIVERY:

- Contractor and the Contracting Officer or designated Project Manager(s) will identify a staging area for the delivery of products/materials.
- Contractor will coordinate all arrival dates with the Contracting Officer or Project Manager(s).
- If requested by the NHLC, Contractor will deliver all furniture, shelving components, products, and fixtures to the final building destination and will set all items in place, leveled and properly aligned with adjacent units and in accordance with the specifications provided.

WORKMANSHIP:

Satisfaction of these workmanship requirements is within the sole discretion of the NHLC.

- Only high-quality workmanship shall be acceptable.
- Framing parts shall be straight.
- All parts must be properly aligned and securely fastened.
- All fittings must be neat.

- Any connections requiring bolting, welding, or riveting shall be neatly done.
- Any surface that may be exposed shall be nonabrasive.
- Components with chipped paint are not acceptable.
- Contractor is responsible for immediate minor repairs, paint touch-ups, or replacement of damaged items.
- Upon request, Contractor will instruct the NHLC in the operation, installation, or adjustment of any items, materials, or products provided.

WARRANTIES AND GUARANTEES:

- Contractor will furnish written guarantees for all products and materials.
- Contractor will be responsible for all claims of manufacturing defect or freight damage.
- Contractor shall guarantee all shelving products, fixtures, and other materials furnished for a period of one (1) year against defects in material or workmanship. This guarantee shall start with the date of acceptance by the Contracting Officer.
- Contractor shall replace, free of charge, any material proved to be defective, within the guaranty period covered, provided that the NHLC has, within the guarantee period, given written notice of the defect.

C. Additional Requirements

- 1) Any service required above and beyond normal manufacturer preventative maintenance in an amount over \$500.00 will require a written estimate. Contractor shall provide the written estimate and obtain approval from the Contract Officer, before any work is performed. Contractor shall provide estimates at no cost to the NHLC.
- 2) Contractor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the work in the time specified.
- 3) Contractor shall have readily available and supply all replacement parts, which shall be new and of the same quality and brand as that being replaced. Substitutions will be permitted only with prior authorization of the Contract Officer or his or her designee.
- 4) Contractor shall perform all work according to the best practices and standards of the trade and in accordance with the local, state, and federal codes.
- 5) Contractor shall complete work to the satisfaction of the NHLC and in accordance with the specifications mentioned herein.

- 6) Contractor shall take all responsibility for work under this contract, which includes, but is not limited to, preventing injuries to persons and damage to property/utilities. Contractor shall in no way be relieved of its responsibility by any right of the NHLC to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the NHLC to give such permission or issue such orders.
- 7) Contractor shall bear all losses on account of the amount or character of the work performed or because the nature in which the work performed is different from what was estimated or expected, or on account of the weather, elements, or other causes.
- 8) The NHLC shall require correction of the defective work or damages to any part of the building or its appurtenances when caused by Contractor. Upon failure by Contractor to proceed promptly with the necessary corrections, the NHLC may withhold any monetary amount owed to Contractor that is necessary to correct all defective work or damages.
- 9) The NHLC may require that Contractor represent that any employee of Contractor working at any NHLC location has satisfied a standard criminal background check and carries a credential indicating that they are in fact an employee or representative of Contractor.
- 10) Contractor or its employees shall not represent themselves as employees/agents of the NHLC.
- 11) Contractor and their employees shall perform all work in such a manner as not to inconvenience building occupants. The Contractor shall determine the NHLC's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- 12) Contractor and their employees shall be allowed only in areas approved by the assigned NHLC Project Manager.
- 13) Any contract resulting from this RFP shall not, in whole or in part, be subcontracted, assigned, or otherwise transferred to any other contractor without prior written approval by the NHLC. In the event the NHLC approves the use of a subcontractor, Contractor shall be directly responsible for the subcontractor's performance and work quality. Subcontractors must abide by all terms and conditions under this RFP and any resulting contract.

PART II - RFP TERMS AND INSTRUCTIONS

1. TYPE OF CONTRACT

Any contract resulting from this RFP shall be structured as a not-to-exceed contract. See page 13 of this RFP for further explanation.

2. RFP INQUIRIES AND RESPONSES

A. Inquiry Submission

Proposers must submit all inquiries, exceptions, or additions regarding this RFP, including without limitation, requests for clarifications or modifications to the RFP, **by electronic mail** (with the subject line titled "RFP 2020-02-SHELF Questions") to the Issuing Officer identified in Part 1, Section 2 of this RFP no later than the deadline to submit inquiries specified in Table 1: *Schedule*. Proposers must cite the relevant RFP title, RFP number, page, section, and paragraph in the inquiry submission. **Proposers shall not contact the Issuing Officer by telephone with any inquiries.**

B. NHLC Responses to Inquiries

The NHLC intends to issue official responses to Proposer inquiries submitted on or before the deadline specified in Table 1: *Schedule*. The NHLC may consolidate or paraphrase inquiries for sufficiency and clarity. Oral statements, representations, clarifications, and modifications shall not be binding upon the NHLC. The Issuing Officer anticipates posting official answers to the on the NHLC website at https://www.nh.gov/liquor/public_notices.shtml. It is the Proposer's responsibility to check the NHLC's website for responses to inquiries.

3. AMENDMENT TO THE RFP

The NHLC may amend this RFP at any time. The NHLC will post any amendments to the RFP on the NHLC's website located at https://www.nh.gov.liquor/public_notices.shtml. In the event the NHLC determines it necessary to amend this RFP, the NHLC may extend deadlines and invite submission of additional information from Proposers. **Proposers are responsible for checking the website periodically for any new information or amendments to the RFP**. The NHLC shall not be bound by any verbal information, and any written information that is not contained within this RFP or formally issued as an amendment by the Issuing Officer.

4. PROPOSAL FORMAT

Proposers must submit a complete Proposal using the format specified in Part III of this RFP. An authorized representative of the Proposer shall sign the Proposal to make the Proposal binding. If the authorized representative of the Proposer signs the Proposal Cover Sheet and the Proposal Cover Sheet is attached to the Proposal, the requirement shall be met. **Proof of signatory authorization must be included with the Proposal.**

5. PROPOSALS AND AWARDS

The intent is to award a contract to one Contractor. Notwithstanding the foregoing or any provisions of this RFP to the contrary, the NHLC reserves the right, at any time and in its sole discretion, to reject any or all Proposals, wholly or in part. The NHLC retains complete discretion to cancel this RFP without selecting a Contractor. The NHLC may also award multiple contracts to one or more Contractors, wholly or in part. Should the NHLC cancel this RFP it may subsequently initiate another procurement process for the same services.

Under no circumstance will a Contractor retain any exclusive rights to provide the services described in this RFP during the term of a contract or during any extension. The NHLC may, at its sole discretion, obtain services and related materials from other Contractors.

6. PROPOSAL SUBMISSION

A. Proposal Submission Deadline

Proposals must be clearly marked "New Hampshire Liquor Commission, Response to RFP 2020-02-SHELF." Proposals must be submitted to the Issuing Office no later than the Closing Date and Time in Table 1: *Schedule*. **Any Proposer that elects to mail its Proposal must allow sufficient mail delivery time to ensure timely receipt.** The NHLC accepts no responsibility for mislabeled, damaged, or delayed mail. The receipt of a Proposal by the State's mail system does not qualify as receipt of a Proposal by the Issuing Office. **Proposals will not be accepted via electronic mail or facsimile transmission.**

If, due to inclement weather or any other cause, the location at which Proposals are to be returned is closed on the Closing Date and Time in Table 1: *Schedule*, the deadline for submission shall be automatically extended until the next NHLC business day in which the Issuing Office is open, unless the Proposers are otherwise notified by the Issuing Office.

Proposals not submitted by the Closing Date and Time in Table 1: *Schedule* or otherwise extended pursuant to this RFP shall be rejected.

B. Proposal Receipt

A Proposal will be considered received on the date and time of the NHLC's receipt as officially documented by the NHLC.

C. <u>Proposal Information</u>

Proposal packages must be delivered to the address below and identified on the outside of the envelope as:

Proposals: <u>Hand Delivery</u>:

New Hampshire Liquor Commission 50 Storrs Street Concord, NH 03301

ATTN: Janet Donnelly RFP 2020-02-SHELF

Mail:

New Hampshire Liquor Commission

ATTN: Janet Donnelly RFP 2020-02-SHELF

P.O. Box 503

Concord, NH 03302-0503

From: Company/Proposer's Name

Address

Phone Number Fax Number Email Address

Proposers are advised to carefully read and complete all information requested in this RFP. A proposal that does not comply with the conditions for submittal may be considered unacceptable by the NHLC and may be rejected without further consideration.

7. EVALUATION OF PROPOSALS AND CRITERIA

Proposals will be evaluated to determine whether they conform to the requirements of this RFP. Proposals that fail to meet the requirements, including timeliness, completeness, format and content, may be rejected without further evaluation.

Each conforming proposal shall be evaluated based on Proposer experience, product offerings/quality, capacity to perform as required, and price. The NHLC will select a Proposer based upon the criteria and standards contained in this RFP and from applying the scoring scale as specified in Part IV.

8. PROHIBITED COMMUNICATIONS AND ETHICAL REQUIREMENTS

From the issue date of this RFP until an award is made and announced regarding selection of a Proposer(s), the Issuing Officer shall serve as the sole point of contact concerning this RFP. Proposers are prohibited from contacting or lobbying any NHLC personnel or evaluation committee members regarding this RFP. Proposers are prohibited from distributing any part of their proposals except to the Issuing Officer. Any Proposer's attempt to improperly influence the evaluation and selection of a Proposer may result in the disqualification. If the NHLC later discovers that the Proposer has engaged in any communications prohibited under this RFP, the NHLC may reject the offending proposal or rescind a contract award.

9. VALIDITY OF PROPOSAL

By submitting a proposal, a Proposer acknowledges and agrees that:

- 1) Its proposal shall remain in effect and binding on the Proposer for a period of one hundred and eighty (180) days following the Closing Date as provided in Table 1: *Schedule*, or until the effective date of any resulting contract; and
- 2) A Proposer seeking to withdraw or modify a proposal must submit a written request, signed by an authorized representative of the Proposer to the Issuing Officer prior to the Closing Date and Time in Table 1: *Schedule*. If a Proposer attempts to provide such written notice by facsimile transmission (603-271-1107), the NHLC shall not be responsible or liable for errors in a facsimile transmission.

10. NON-COMMITMENT

This RFP does not commit the NHLC to award a contract. By submitting a proposal, a Proposer acknowledges and agrees that the NHLC may, at any time and in its sole discretion, and without any liability to a Proposer, reject any and all Proposals, or any portions thereof, and cancel this RFP. After cancellation, the NHLC may solicit new proposals.

11. PROPOSER COSTS AND EXPENSES

By submitting a proposal, a Proposer acknowledges and agrees that in no event shall the NHLC be either responsible for, or held liable for, any costs incurred by a Proposer in the preparation of, or in connection with, the proposal for work performed prior to the effective date of a resulting contract.

12. PROPERTY OF STATE

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

13. DISCUSSIONS FOR CLARIFICATION

The NHLC may require Proposers to provide the NHLC with oral or written clarification of their proposal. The Issuing Officer will initiate requests for clarification.

14. PRESENTATIONS

The NHLC may require a Proposer to participate in oral presentations on any aspects of its proposal. Proposers may also be required to demonstrate any product(s) or service(s) proposed at the NHLC site(s).

15. <u>INFORMATION TECHNOLOGY COMPLIANCE REQUIREMENT</u>

In the event that any portion of a Proposer's proposal requires software or hardware connected to, or installed on, the NHLC's network, all such computer products and services must comply with the requirements of the New Hampshire Department of Information Technology, which are available upon request. The Proposer shall stay knowledgeable with and shall abide by these standards for all related work resulting from this RFP.

16. PUBLIC DISCLOSURE

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. On the closing date for responses, the NHLC will post the number of responses received on the NHLC website. No later than five (5) business days prior to submission of a contract to Governor and Executive Council, the NHLC will post the name and the rank or score of each Proposer. In the event that the contract does not require Governor and Executive Council approval, the NHLC will disclose the rank or score of the proposals at least five (5) business days before final approval of the contract. In accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (http://www.nh.gov/transparentnh/).

The content of each proposal shall become public upon the award of any resulting Contract. Any information submitted as part of a response to this RFP may be subject to public disclosure under RSA 91-A. However, business financial information and proprietary information such as trade secrets, business and financial 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 RFP should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the NHLC and must mark or stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL." A designation by the Proposer of information that it believes exempt does not have the effect of making such information exempt. Instead, the NHLC will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The NHLC will endeavor to maintain the confidentiality of appropriate portions of the Proposal that that the Proposer clearly and properly marks confidential.

If a request is made to the NHLC to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the NHLC will notify the Proposer of the request, and of the date the NHLC plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order at its sole expense enjoining the release of the requested information, the NHLC may release the requested information on the date specified in the NHLC's notice clear from any liability to the Proposers.

17. NEWS RELEASES

Proposers shall not issue news releases, internet postings, advertisements, or any other public communications pertaining to this project without prior written approval of the NHLC, and only in coordination with the Issuing Office.

18. PROPOSER'S REPRESENTATIONS AND AUTHORIZATIONS

The act of submitting a proposal shall be considered full acknowledgment that the Contractor is familiar with, or had the opportunity to become familiar with, the conditions and requirements of the specifications set forth in this RFP having ascertained pertinent local conditions, including, but not limited to, store shelving needs, locations, accessibility, and general character of the NHLC's Liquor and Wine Outlet stores.

By submitting a proposal, a Proposer agrees, represents, and acknowledges that:

- **A.** All information provided and representations made by the Proposer in its proposal are material and important and may be relied upon by the NHLC in awarding a contract;
- **B.** Any misstatement, omission, or misrepresentation by a Proposer may constitute fraudulent concealment to the NHLC of the true facts relating to the proposal submission;
- C. The Proposer has arrived at the price(s), amounts, terms and conditions in its proposal independently and without consultation, communication or agreement with any other Proposer or potential Proposer, and without effort to preclude the NHLC from obtaining the best possible competitive proposal. The Proposer has not disclosed the price(s), the amount of the proposal, or any other information that could affect competition to any other firm or person, including but not limited to, a Proposer or potential Proposer for this RFP;
- **D.** The Proposer has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal in response to this RFP or to submit a proposal higher than its proposal or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal; and

19. USE OF VERSIONS OF THIS RFP

This RFP is available in electronic form. If a Proposer accepts the RFP in electronic form, the Proposer acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Proposer's possession or relied upon by the Proposer, and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

20. STANDARD CONTRACT TERMS

The NHLC will require the successful Proposer to execute a not-to-exceed Contract using the Standard Terms and Conditions of the State of New Hampshire (P-37), which is attached as Appendix A. The use of the phrase "not-to-exceed" in this context means that the contractor will agree to a not-to-exceed cap on the total value of the Contract, referred to as a "price limitation." The price limitation is the maximum amount payable to the selected contractor over the life of the contract. That a total, not-to-exceed price limitation exists does not cap pricing on the individual shelving jobs that occur within the contract term, except that the total services rendered (*i.e.* price of all jobs combined) within the contract term cannot exceed the price limitation. As this RFP provides, in most instances the Contractor is required to present the NHLC with a written estimate for a particular job/project before the NHLC accepts the work. Thus, the actual amount payable to the contractor over the life of the Contract may be less than, but not more than, the price limitation, unless the contract is amended by the parties to reflect an increased price limitation.

To the extent that a Proposer believes that exceptions to the State's standard form contract will be necessary for the Proposer to enter into the Agreement, the Proposer should note those issues during the Proposer inquiry period. The NHLC will review requested exceptions and at its sole discretion accept, reject, or note that it is open to negotiation of the proposed exception. If the NHLC accepts a Proposer's exception, the NHLC will, at the conclusion of the inquiry period, provide notice to all potential Proposers of the exceptions that were accepted and indicate that exception is available to all. Notice of such exceptions will be included in the answers to proposer inquiries. Any exceptions, including exceptions to the standard form contract (P-37), that are not raised during the Proposer inquiry period are waived.

In no event is a Proposer to submit their own standard contract terms and conditions as a replacement for the NHLC's terms in response to this RFP. In the event of any conflict between the NHLC's terms and conditions and any portion of a proposal, the NHLC's terms and conditions shall take precedence and supersede any and all such conflicting provisions contained in a proposal.

PART III - INFORMATION REQUIRED FROM THE PROPOSER

Proposals must be submitted in the following format, including heading descriptions:

1. PRODUCT OFFERINGS, EXPERIENCE, AND CAPABILITY

A. Company Capability

Describe in detail the company's background, and its capability with regard to providing shelving and fixture services to the NHLC's numerous retail locations. Include an overview of the company's ability to manage large scale projects and create unique shelving solutions. Within your narrative answer, include the following general background information:

- Full legal company name;
- Year business started;
- If applicable, information on any parent or subsidiary relationships;
- State of formation;
- Location of headquarters;
- Current number of individuals employed; and
- Relevant licenses or certifications held, if any.

B. Company Experience

Provide a detailed summary of your company's experience providing shelving and fixture services to commercial clients, with an emphasis on retail businesses, including wine and liquor stores, if any. Include examples of projects completed for retail businesses where the size and scope are similar to the size of the NHLC and the projects encompassed by this RFP. Also include an explanation that sets forth the reasons that your company's experience with other clients indicates that your company will be successful as a business partner to the NHLC. Provide two (2) detailed references by customers, including the name, current address, and telephone number of the official who may be contacted. The NHLC reserves the right to contact all persons listed by the Proposer concerning past work experience. All contact information must be current. The NHLC shall not be responsible to search for contract information.

C. Product Offerings and Product Quality

The NHLC operates 77 retail stores and must periodically renovate or replace shelving in its retail locations. Typical store locations range from small (approx. 3,500 sq. ft. retail space) to large (approx. 13,000 sq. ft. retail space) and, with regard to certain stores, can contain over 20,000 square feet of retail space. The NHLC may also open new stores that will require entirely new shelving floorplans. As a result, the NHLC requires versatility in shelving options and quick availability of quality products.

With this in mind, provide a detailed explanation of your company's product offerings and the quality of products provided, including but not limited to, product longevity, versatility, aesthetics, and functionality. Additionally, provide a detailed explanation of why your product offerings are superior to that of your competitors and advantageous to the NHLC.

NHLC's stores predominantly make use of adjustable metal shelving. Provide a detailed overview of your adjustable shelving options, including color and style options. Provide a detailed summary that demonstrates that you have sufficient product resources available to timely provide shelving to numerous NHLC retail locations per year.

Provide a summary of your ability to obtain and incorporate other shelving materials (e.g. wood, glass display cases, etc.) into store shelving designs as well as the ability to obtain and incorporate beverage coolers into shelving layout. Also include a detailed overview of your ability to design and obtain specialty fixtures, including checkout lanes, showcases, wine vaults, illuminated cabinets/cases, etc.

For examples of the shelving and specialty features presently in place at the NHLC outlet stores see the photographs included in Appendix C to this RFP.

2. PRICING

As established above, this RFP does not pertain to any specific job or retail store location. Rather, due to the NHLC's consistent shelving needs, the RFP process is intended to result in the selection of a highly capable, skilled, and appropriately priced contractor to meet the NHLC's needs over a period of years.

In order to assess the competitiveness of pricing, attached to this RFP at Appendix C, page 1 is a depiction of a NHLC store layout that contains the shelving elements that are typically found in an NHLC Liquor and Wine Outlet store. This existing store layout, being relatively typical of a job/project that is likely to arise under any contract resulting from this RFP, will serve as a hypothetical project for the Proposers to provide pricing for.

The shelving elements included in the above-referenced hypothetical store layout (Appendix C, page 1) are listed below. Each shelving element is assigned a letter. The assigned letters correspond with the letters that are overlaid on the photographs included at pages 2 through 8 of Appendix C. The photographs shall serve as an example of each shelving element.

A – Cash Wrap/Check-out Lanes

B – Gondola Shelving

C – Wall Mounted Shelving

D – Wine Chillers

E – Nip Racks

F – Pass Through Shelving (Back Fill)

G – Wine Vault

H – Premium Spirits Display

I – Register End-cap

Proposers are to provide pricing for <u>each of the elements individually</u> as well as a "<u>total cost</u>" for the entire store layout. For shelving elements sold by the linear foot, proposers should include their standard price per linear foot for each type. For standalone elements (*i.e.* cash wraps, wine vaults, and beverage chillers), proposers should provide per-unit pricing. If a proposer has varying product quality levels within an element (*e.g.*, multiple types of gondola shelving of varying qualities), the proposer should provide pricing as to each product level.

PART IV – EVALUATION OF PROPOSALS

1. INITIAL SCREENING

The NHLC will conduct an initial screening to verify Proposer compliance with the submission requirements set forth in this RFP. The NHLC 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 NHLC.

2. CRITERIA FOR EVALUATION AND SCORING

The NHLC Evaluation Committee will review and evaluate each responsive proposal according to the criteria outlined below using a scoring scale of 100 points:

CATEGORIES		
	POINTS	
TECHNICAL		80%
Experience – Proposer's company experience	20	
Capability – Proposer's organizational capacity to meet the project needs	20	
Product Offerings and Product Quality – Types of products available and product quality	40	
PRICE		20%
Pricing – Store layout - total cost	20	
TOTAL POTENTIAL POINTS		100

3. PRICE PROPOSAL REVIEW

The Price Proposal will be allocated a maximum potential score of 20 points. The following formula will be used to assign points for scoring:

The "Lowest Proposed" as used in the above formula is defined as the Proposer with the lowest "total cost" for the store layout provided at Appendix C, page 1. For proposers that provide varying levels of product within the element classifications set forth in Part III, Section 2 above, **the Proposer's lowest price product-levels will be used for price scoring.** Proposers that are able to provide multiple product levels will have that product information considered in conjunction with their Product Offering and Product Quality submission—RFP Part III, Section 1, (c).

Proposers are advised that this **is not a lowest bid award**, and that the Price score will be combined with the other categories to determine the highest scoring Proposer.

4. AWARD

The award shall be made to the responsible Proposer meeting the criteria established in this RFP and achieving the highest evaluation scores.

If the NHLC determines to make an award, the NHLC will issue an "intent to negotiate" notice to a Proposer based on these evaluations. Should the NHLC be unable to reach an agreement with the selected Proposer during Contract discussions, the NHLC may then undertake Contract discussions with the second highest Proposer and so on, or the NHLC may reject all proposals, cancel this RFP, or solicit new proposals under a new acquisition process. If the NHLC decides to award a contract as a result of this RFP process, any award is contingent upon continued appropriation of funding for the Contract.

APPENDIX A

State of New Hampshire's Standard Contract Terms (P-37)

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	- 113	7 7 7 7	1171714	TION.

1.1 \$.1 State Agency Name		1.2 State Agency Address		
1.3	3 Contractor Name		1.4 Contractor Address		
	Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
1.9	Contracting Officer for Sta	te Agency	1.10 State Agency Telephone Number		
1.11	Contractor Signature		1.12 Name and Title of Contractor Signatory		
		Date:			
1.13	State Agency Signature		1.14 Name and Title of State A	gency Signatory	
		Date:			
1.15	Approval by the N.H. Dep	partment of Administration, Divisi	ion of Personnel (if applicable)		
	By:		Director, On:		
1.16	.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)				
	By:		On:		
1.17	17 Approval by the Governor and Executive Council (if applicable)				
	G&C Item number:		G&C Meeting Date:		

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

- 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
- 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

- 5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
- 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

- 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
- 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

- 6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
- 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
- 6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

- 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
- 7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
- 8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

- 9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
- 9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
- 11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

- 12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
- 12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.
- 13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- **16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States

- Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- **17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.
- **19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.
- **20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- **21. HEADINGS**. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.
- **23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- **24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

APPENDIX B

Store Locations and Store Hours

Store locations are subject to change as stores may be opened, closed or relocated to meet NHLC business needs.

STORE	LOCATION	ADDRESS	WEEKDAY HOURS
1	Concord	80 Storrs Street, Ames Plaza Concord, NH 03302	9:00 AM – 8:00 PM Friday Close @ 9:00 PM
2	West Chesterfield	100B Route 9, PO Box 177 W. Chesterfield, NH 03466	9:00 AM – 7:00 PM Friday Close @ 8:00 PM
3	Manchester	Manchester-Boston Regional Airport 1 Airport Road, Suite #205 Manchester, NH 03103	6:00 AM – 6:00 PM
4	Hooksett	1271 Hooksett Road Hooksett, NH 03106	10:00 AM – 7:00 PM Friday Close @ 8:00 PM
5	Berlin	IGA Shopping Plaza 17 Pleasant Street Berlin, NH 03570	10:00 AM – 6:00 PM Friday Close @ 7:00 PM
6	Portsmouth	Pick N Pay 738 Islington Street Portsmouth, NH 03801	9:00 AM – 7:00 PM Friday Close @ 8:00 PM
7	Littleton	Globe Shopping Center 568 Meadow Street Littleton, NH 03561	9:00 AM – 7:00 PM Friday Close @ 8:00 PM
8	Claremont	Claremont Market Place 367 Washington St. (Rt 103) Claremont, NH 03743	9:00 AM – 7:00 PM Friday Close @ 8:00 PM
10	Manchester	68 Elm Street Manchester, NH 03103	9:00 AM – 9:00 PM Friday Close @ 10:00 PM
11	Lebanon	12 Centerra Parkway Lebanon, NH 03766	9:00 AM – 7:00 PM Friday Close @ 8:00 PM
12	Center Harbor	Route 25, 12 A Main Street Senter's Marketplace, Unit #1 PO Box 160 Center Harbor, NH 03226	10:00 AM – 6:00 PM Friday Close @ 7:00 PM
13	Tri-Cities	481 High Street Somersworth, NH 03878	9:00 AM – 8:00 PM Friday Close @ 9:00 PM
14	Rochester	Ridge Market Place 170 Market Pl Blvd Unit #1 Rochester, NH 03867	9:00 AM – 8:00 PM Friday Close @ 9:00 PM
15	Keene	6 Ash Brook Court Keene, NH 03431	9:00 AM – 9:00 PM
16	Woodsville	Butson's Complex 1 Forest Street Woodsville, NH 03785	10:00 AM – 6:00 PM Thursday & Friday 9:00 AM – 7:00 PM
17	Franklin	Franklin Shopping Center 880 Central Street Franklin, NH 03235	10:00 AM – 6:00 PM Friday Close @ 7:00 PM
18	Colebrook	16 Metallack Place Colebrook, NH 03576	10:00 AM – 6:00 PM Friday Hours 9:00 AM – 7:00 PM

19	Plymouth	22 Ridge View Lane Plymouth, NH 03264	9:00 AM – 7:00 PM Friday Close @ 8:00 PM
20	Derry	Derry Meadows Shoppes 35 Manchester Road Derry, NH 03038	10:00 AM – 7:00 PM Friday Close @ 8:00 PM
21	Peterborough	Peterborough Plaza, Suite #1 19 Wilton Road Peterborough, NH 03458	9:00 AM – 7:00 PM Friday Close @ 8:00 PM
22	Brookline	44A Route 13 Brookline, NH 03033	10:00 AM – 7:00 PM Friday Close @ 8:00 PM
23	Conway	234 White Mtn Hwy, Suite 9 Conway, NH 03818	9:00 AM – 8:00 PM
24	Newport	Sugar River Shopping Center 52 John Start Highway Newport, NH 03773	10:00 AM – 6:00 PM Friday Close @ 7:00 PM
25	Stratham	Kings Hwy Plz, Kings Hwy 28B Portsmouth Avenue Stratham, NH 03885	9:00 AM – 7:00 PM Friday Close @ 8:00 PM
27	Nashua	Market Place Plaza 300 Main Street Nashua, NH 03060	10:00 AM – 6:00 PM Friday Close @ 8:00 PM
28	Seabrook Beach	186 Ocean Blvd Seabrook, NH 03874	11:00 PM – 6:00 PM Friday Hours 10:00 AM – 6:00 PM
29	Whitefield	100 Lancaster Road PO Box 183 Whitefield, NH 03598	10:00 AM – 6:00 PM Friday Close @ 7:00 PM
30	Milford	Market Basket Plaza 21 Jones Road, Suite #6 Milford, NH 03055	10:00 AM – 7:00 PM Friday Hours 9:00 AM – 8:00 PM
31	Manchester	East Side Plaza 885 Hanover Street Manchester, NH 03104	10:00 AM – 7:00 PM Friday Close @ 8:00 PM
32	Nashua	Westside Plaza 40 Northwest Blvd Nashua, NH 03063	9:00 AM – 8:00 PM Friday Close @ 9:00 PM
33	Manchester	North Side Plaza 1100 Bicentennial Drive Manchester, NH 03104	9:00 AM – 9:00 PM
34	Salem	Rockingham Mall 92 Cluff Crossing #4 Salem, NH 03079	9:00 AM – 9:00 PM Friday Close @ 10:00 PM
35	Hillsboro	15 Antrim Road, Suite #1 Hillsboro, NH 03244	10:00 AM – 6:00 PM Friday Close @ 8:00 PM
36	Jaffrey	Monadnock Plaza 80 Peterborough Street Jaffrey, NH 03452	10:00 AM – 6:00 PM Friday Close @ 7:00 PM

37	Lancaster	Butson's Marketplace 199A Main Street Lancaster, NH 03584	9:00 AM – 6:00 PM Friday Close @ 7:00 PM
38	Portsmouth	605 Route 1 Bypass South Portsmouth, NH 03801	8:00 AM – 9:00 PM Friday Close @ 10:00 PM
39	Wolfeboro	35 Center Street Wolfeboro Falls, NH 03896	10:00 AM – 6:00 PM Friday Close @ 7:00 PM
40	Walpole	32 Ames Plaza Lane, Unit #2 Walpole, NH 03608	10:00 AM – 6:00 PM Friday Close @ 8:00 PM
41	Seabrook	Southgate Plaza 380 Lafayette Rd, Units D&E Seabrook, NH 03874	9:00 AM – 9:00 PM
42	Meredith	Old Province Common 71 Route 104 Meredith, NH 03253	10:00 AM – 6:00 PM Friday Close @ 7:00 PM
44	New Hampton	325 NH Route 104 Suite #11 New Hampton, NH 03256	10:00 AM – 7:00 PM Friday Hours 9:00 AM – 9:00 PM
45	Pittsfield	6 Water Street Pittsfield, NH 03263	10:00 AM – 6:00 PM Friday Close @ 7:00 PM
47	Lincoln	165 Main Street, Unit 6 Lincoln, NH 03251 MAIL ONLY: PO Box 1205	9:00 AM – 7:00 PM Friday Close @ 8:00 PM
48	Hinsdale	849 Brattleboro Road Hinsdale, NH 03451	9:00 AM – 7:00 PM Friday Close @ 8:00 PM
49	Plaistow	Market Basket Plaza 32 Plaistow Road, #2A Plaistow, NH 03865	9:00 AM – 8:00 PM Friday Close @ 9:00 PM
50	Nashua	Willow Springs Plaza 294 DW Highway Nashua, NH 03060	9:00 AM – 9:00 PM Friday Close @ 10:00 PM
51	Pelham	Route 38, PO Box 10 Pelham, NH 03076	10:00 AM – 7:00 PM Thursday & Friday 10:00 AM – 8:00 PM
52	Gorham	Androscoggin Plaza 159 Main Street Gorham, NH 03581	10:00 AM – 6:00 PM Friday Close @ 7:00 PM
53	Hudson	Market Basket Shp Center 212 Lowell Road Hudson, NH 03051	10:00 AM – 7:00 PM Thursday & Friday 10:00 AM – 8:00 PM
54	Glen	65 Route 302 PO Box 166 Glen, NH 03838	10:00 AM – 6:00 PM Friday Hours 9:00 AM – 7:00 PM
55	Bedford	9 Leavy Drive Bedford, NH 03110	9:00 AM – 9:00 PM
56	Gilford	18 Weirs Road Gilford, NH 03246	10:00 AM – 7:00 PM Friday Hours 9:00 AM – 8:00 PM

57	Ossipee	Indian Mound Shp Center 240 Route 16B	10:00 AM – 6:00 PM Friday Close @ 7:00 PM
		Center Ossipee, NH 03814	Triday Close @ 7.00 FWI
58	Goffstown	Shop N Save Plaza	10:00 AM – 7:00 PM
		605 Mast Road	Thursday & Friday
		Goffstown, NH 03102	10:00 AM – 8:00 PM
59	Merrimack	Merrimack Shopping Center	10:00 AM – 7:00 PM
		6 Dobson Way, Suite A	Thursday & Friday
		Merrimack, NH 03054-4131	10:00 AM – 8:00 PM
60	West	Powerhouse Plaza, Unit #150	9:00 AM – 9:00 PM
	Lebanon	10 Benning Street	
		West Lebanon, NH 03784	
61	Londonderry	137 Rockingham Road	10:00 AM – 8:00 PM
		Londonderry, NH 03053	Friday Close @ 9:00 PM
62	Raymond	Raymond Shopping Center	10:00 AM – 6:00 PM
		11 Freetown Road Rte 27	Friday Close @ 8:00 PM
		Raymond, NH 03077	
63	Winchester	30 Warwick Road, Suite 1	10:00 AM – 6:00 PM
		Winchester, NH 03470-2819	Friday Close @ 7:00 PM
64	New	New London Shopping Ctr	10:00 AM - 6:00 PM
	London	277 Newport Road	Friday Close @ 8:00 PM
		PO Box 464	
		New London, NH 03257	
65	Campton	Center at Campton Corners	10:00 AM - 6:00 PM
	•	25 Vintinner Road	Friday Close @ 7:00 PM
		Campton, NH 03223	
66	Hooksett	I-93 North	8:00 AM – 9:00 PM
		Route 3A, PO Box 16296	Friday Close @ 10:00 PM
		Hooksett, NH 03106	
67	Hooksett	I-93 South	8:00 AM – 9:00 PM
		25 Springer Street	Friday Close @ 10:00 PM
		Hooksett, NH 03106	
68	North	Village Shopping Center	9:00 AM – 7:00 PM
	Hampton	69 Lafayette Road	Thursday & Friday
		North Hampton, NH 03862	9:00 AM – 8:00 PM
69	Nashua	25 Coliseum Avenue	9:00 AM – 9:00 PM
		Nashua, NH 03063	Friday Close @ 10:00 PM
70	Swanzey	Wilbur's Market Place	10:00 AM – 6:00 PM
		Rte 12, Troy Road	Friday Close @ 7:00 PM
		37 Monadnock Highway	
		Swanzey, NH 03431	
71	Lee	60 Calef Highway, Unit #4	9:00 AM – 7:00 PM
		Lee, NH 03861	Friday Close @ 9:00 PM
72	Concord	100 Fort Eddy Road	9:00 AM – 7:00 PM
		Concord, NH 03301	Friday Close @ 8:00 PM
73	Hampton –	I-95 South	8:00 AM – 9:00 PM
	S	Hampton, NH 03843	Friday Close @ 10:00 PM

74	Londonderry	Market Basket Plaza	9:00 AM – 8:00 PM
		16 Michele's Way Unit #4	Friday Close @ 9:00 PM
		Londonderry, NH 03053	
75	Belmont	12 Old State Road, Unit 1	10:00 AM – 7:00 PM
		Belmont, NH 03220	Friday Hours
			9:00 AM – 8:00 PM
75	Tilton	TBD	TBD
76	Hampton –	I-95 North	8:00 AM – 9:00 PM
	N	Hampton, NH 03843-2081	Friday Close @ 10:00 PM
77	Rindge	Chesire Marketplace, Unit 7	10:00 AM – 7:00 PM
		497 US Route 202	Friday Close @ 8:00 PM
		Rindge, NH 03461	
78	Hampstead	416 Emerson Ave, Unit #6	10:00 AM – 7:00 PM
		Hampstead, NH 03841	
79	Epping	5 Brickyard Square	10:00 AM – 8:00 PM
		Epping, NH 03042	Friday Close @ 9:00 PM
81	Pembroke	Pembroke Crossing Plaza	9:00 AM – 7:00 PM
		619 Sand Road	Friday Close @ 8:00 PM
		Pembroke, NH 03275	
82	Warner	14 Nichols Mill Lane	9:00 AM – 7:00 PM
		Warner, NH 03278	Friday Close @ 8:00 PM
83	Epsom	TBD	TBD

APPENDIX C

PHOTOGRAPHS OF NHLC SHELVING/OTHER UNITS

















