



REQUEST FOR QUALIFICATIONS

2012-16

Shelving and Fixture Services

June 29, 2012

Issued by:

NH Liquor Commission



New Hampshire

Liquor Commission

PO Box 503, Concord, NH 03302

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Exhibit A - No Response Form

Exhibit B - Contract Terms and Conditions (General Provisions, Form P-37 (v. 1/09))

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TABLE 1: SCHEDULE OF EVENTS

The following table sets forth the Schedule of Events for this RFQ. The Schedule of Events is subject to change at the sole discretion of the N.H. Liquor Commission. Any changes will be posted on the N.H. Liquor Commission official website located at www.nh.gov/liquor. Respondents are responsible for checking the website for any schedule changes.

<u>Events</u>	<u>Responsibility</u>	<u>Date</u>
Request for Qualifications Issued:	Issuing Office	Monday, June 25, 2012
Deadline to Submit Inquiries By Electronic mail to NHLC Issuing Officer (“Closing Date”)	Potential Respondents	Monday, July 9, 2012
NHLC Anticipated Date to Issue Responses to Potential Respondent Inquiries	Issuing Office	Wednesday, July 11, 2012
Deadline for Submission of Letter of Interest & Qualifications (LOIQ) ATTN: Craig Bulkley NH State Liquor Commission 50 Storrs St, PO Box 503 Concord, NH 03302-0503	Respondents	Wednesday, July 25, 2012 by 2:00pm

The Liquor Commission does not guarantee the above Timetable.

The Liquor Commission may change or modify the timetable to best meet the needs of the Commission.

PART I - GENERAL INFORMATION FOR RESPONDENTS

1. PURPOSE

The N.H. Liquor Commission (“NHLC”) seeks to certify vendors to provide and install shelving and fixtures at our retail store outlets located throughout New Hampshire. This RFQ describes the anticipated projects and the NHLC’s requirements. A respondent may submit a proposal for services as further described in Section 22 of this RFQ governing “Method of Award.”

2. ISSUING OFFICE

This Request for Qualifications (“RFQ”) is issued by the N.H. Liquor Commission (“NHLC”) that shall serve as the Issuing Office for this RFQ. The Issuing Officer responsible for managing the RFQ and serving as the sole point of contact is:

Craig Bulkley, Director of Administration
NH State Liquor Commission, P.O. Box 503
Concord, NH, 03302-0503
(tel: 603-271-7010)
(email: cbulkley@liquor.state.nh.us).

All inquiries regarding this RFQ must be submitted electronically to the Issuing Officer.

3. SCOPE

This RFQ contains instructions governing the required content of proposals, terms governing this procurement process, a description of the services sought by the NHLC, requirements that a respondent must satisfy to be eligible for consideration, evaluation criteria, a description of standard contract terms and conditions, and other requirements that must be satisfied in each proposal.

4. QUALIFICATION PROCESS

Firms interested in being considered for selection must submit **four copies** of a Letter of Interest and Qualifications (LOIQ) prior to the indicated deadline. LOIQ's should include a statement of interest for this project and an additional one-to-three page statement of qualifications including applicable experience.

The Selection Committee will then establish a short list of the best-qualified firms in order of preference from the list of interested firms responding based on their qualifications submitted. The selected firms will be notified that they have been short-listed by NHLC.

5. PROJECT NEED & KEY SUCCESS CRITERIA

The intent of this RFQ is to certify multiple vendors for future shelving and fixture services throughout the state, for the next 2 years. Prospective respondents must be capable of providing the timely arrival of shelving and fixtures which serves their requested function and quality requirements. All products must be of satisfactory quality and finish, meet performance standards and fit in the desired location. All proposed shelving and fixtures are to be of equal or

greater quality to the products installed at our retail store outlet located at 25 Coliseum Avenue, Nashua NH.

6. **MINIMUM QUALIFICATIONS**

- a. Proposer must have a minimum of 5 years of experience in the retail shelving industry with the size and scope of this project. Proposer must provide information relative to similar projects and products used.
- b. Proposer must supply 3 references for similar projects.

Note: The above items A through B must be submitted as requested, proving your company meets the minimum qualifications in order to move on to the evaluation process. If these items are not submitted, the Proposal is subject to disqualification.

7. **FUTURE PROJECT DELIVERABLES AND EXPECTATIONS**

- a. When requested to bid a project, it is the responsibility of the Bidder to become fully informed as to the nature and extent of the work required in the future projects and its relation to any other work in the building. Each Bidder shall carefully examine the specifications and any drawings that might be made part of the specifications. It is suggested that each Bidder visit the site(s), because claims of misunderstanding as to either materials to be supplied, or work to be performed, will not receive consideration.
- b. The submission of a bid shall constitute an agreement to all provisions referred to herein and/or indicated on the accompanying drawings. Any variance from the specifications must be submitted in writing with the bid.
- c. It is the Bidder's responsibility to verify all quantities and configurations with the drawings and written specifications.
- d. The NHLC's deliverables for the future engagements shall consist of the following:
 - i. Bidder shall be responsible for providing conceptual drawings, furnishing all materials, equipment, labor and transportation necessary for proper installation of all shelving units, fixtures and accessories.
 - ii. Project estimates must include products, timeframe for installation and any required transportation expenses.
 - iii. Bidder will coordinate with the issuing officer all dates involving arrival of materials at site and a staging area designation, and verify installation date with completion schedule.
 - iv. Bidder will deliver all furniture or shelving components to final building destination including movement to and from staging area.
 - v. Bidder will set all items in place, leveled, aligned properly with adjacent units and in accordance with the layout provided.
 - vi. Bidder will attach all units to the building where required, as part of the installation and provide any bracing as specified which is a part of this contract.

- vii. Bidder shall install all units plumb and aligned properly with adjacent units and in accordance with layout provided.
 - viii. Bidder will leave the premises in clean condition with all packing materials and debris removed and all items free of dust and lint;
 - ix. Bidder will furnish written guarantees from the manufacturers.
 - x. Bidder will be responsible for immediate minor repairs, paint touch up, or replacement of any damaged items.
 - xi. Bidder will be responsible for all claims against manufacturing defects or freight damage.
 - xii. Bidder will instruct the issuing officer in the operation or adjustment of any items installed.
- e. Workmanship
- i. Only top workmanship shall be acceptable
 - ii. Framing parts shall be straight, all parts properly aligned and securely fastened, and all fittings neat in every respect
 - iii. Any connections requiring bolting, welding, or riveting shall be neatly done
 - iv. Any exposed surface of the installation that may be exposed shall be smooth and nonabrasive.
 - v. Components with chipped paint will not be accepted
 - vi. Wood (*end panels*) with excessive graining will not be accepted
 - vii. Other conditions as relate to the specific product.
- f. The entire installation shall be guaranteed for a period of three (3) years against defects in material or workmanship. This guarantee shall start with the date of acceptance of the installation by the Issuing Officer. The Contractor shall replace, free of charge, any materials proved to be defective, within the period covered by the guaranty, providing the Owner has notified the Contractor, in writing, of the defects.
- g. Installation is to be performed as the progress of the job demands, according to the installation floor plan, by experienced and trained mechanics, having a minimum of three (3) years experience doing similar installation.
- h. It is imperative that the Owner receives the finest possible quality. As a result, these performance requirements should be considered a minimum. All equipment must be equal to, or higher than the standard defined. The Architect shall be the sole judge of equivalency. All Bidders must comply so that the Owner is assured that all bids are on the same basis. Any Bidder found to be in default of any of these requirements shall be deemed to be non-responsive to the specifications. An award will not be made to a non-responsive bid. All Bidders must submit with their bid a statement that their proposal complies with all of the requirements set forth in these specifications.

PART II - RFP TERMS AND INSTRUCTIONS

1. **TYPE OF CONTRACT**

- a. **Fixed-Fee Contract:** Any contract resulting from future bids, subsequent to vendor qualifications shall be structured as a fixed-fee contract.

2. **RFQ INQUIRIES AND RESPONSES**

- a. **Inquiry Submission.** Respondents must submit all inquiries, exceptions, or additions regarding this RFQ, including without limitation, requests for clarifications or modifications to the RFQ, by electronic mail (with the subject line titled “RFQ 2012-16 Questions”) to the Issuing Officer identified in RFQ, Part I, Section 2: *Issuing Officer* no later than the deadline to submit inquiries to NHLC Issuing Office specified in Table 1: *Schedule of Events*. Respondents must cite the relevant RFQ title, RFQ number, page, section, and paragraph in the inquiry submission. Respondents must not contact the Issuing Officer by telephone with any inquiries.
- b. **NHLC Responses to Inquiries.** The NHLC intends to issue official responses, in its discretion, to inquiries submitted on or before the deadline specified in Table 1: *Schedule of Events*. The NHLC may consolidate and/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 questions on the NHLC website at www.nh.gov/liquor by the date specified in Table 1: *Schedule of Events*.

3. **AMENDMENT TO THE RFQ**

The NHLC may amend this RFQ at any time and at its sole discretion. The NHLC will post any amendments to the RFQ on the NHLC official website located at www.nh.gov/liquor. In the event the NHLC determines it necessary to amend this RFQ, the NHLC may extend deadlines and/or invite submission of additional information from respondents at any time, as the NHLC deems appropriate and at its sole discretion. Respondents are responsible for checking the website periodically for any new information or amendments to the RFQ. The NHLC shall not be bound by any verbal information, and any written information that is not contained within the RFQ or formally issued as an amendment by the Issuing Officer.

4. **PROPOSAL FORMAT**

Respondents must submit a complete response to this RFQ using the format specified in Part III of this RFQ. An official authorized to bind the respondent to the qualifications must sign the proposal. If the official signs the Proposal and Addendum Acknowledgement and is attached to the proposal, the requirement will be met. Proof of signatory authorization must be included with the proposal submission.

5. **ECONOMY OF PREPARATION**

Proposals should provide a straightforward, concise description of the respondent's ability to meet the requirements of the RFQ.

6. **PROPOSALS AND AWARDS**

The NHLC intends to award a contract(s) based on competitive bidding for individual project needs. Notwithstanding the foregoing or any provision of this RFQ 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, and/or to award to multiple contracts to one or more respondents, wholly or in part.

A contractor will not retain any exclusive rights to provide the services and supplies described in this RFQ process during the term of a contract or any extension thereto. The NHLC may, at its sole discretion, obtain services and related materials from other qualified contractors.

The NHLC has identified the basic approach to meeting its requirements and encourages respondents to be creative and propose their best solution to meeting these requirements.

7. **PROPOSAL SUBMISSION**

- a. **Proposal Submission Deadline:** Proposals must be submitted in hard copy and clearly marked “State of New Hampshire Liquor Commission, Response to RFQ 2012-06” and as specified in Section 7: *Proposals*. Proposals must be submitted to the Issuing Office no later than the Closing Date and Time in Table 1: *Schedule of Events*. Any respondent who elects to mail its proposal must allow sufficient mail delivery time to ensure timely receipt of its proposal. The NHLC accepts no responsibility for mislabeled, damaged or delayed mail. Proposals will not be accepted via electronic mail or facsimile transmission. The receipt of a proposal by the state’s mail system does not qualify as receipt of a proposal by the Issuing Office.
 - i. If due to inclement weather, natural disaster or any other cause, the location to which proposals are to be returned is closed on the Closing Date and Time in Table 1: *Schedule of Events*, the deadline for submission shall be automatically extended until the next NHLC business day on which the Issuing Office is open, unless the respondents are otherwise notified by the Issuing Office. The time for submission of proposals shall remain the same. Proposals not submitted by the Closing Date and Time in Table 1: *Schedule of Events* or as otherwise extended pursuant to this RFQ will 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. Proposal Information
 - i. Proposals from all interested Proposers qualified to provide services’ listed within will be received until 2:00 p.m. on Wednesday, July 25, 2012. Proposal packages will not be accepted after that time. The proposal packages may be delivered to the address below and identified on the outside of the envelope as:

Proposals: Courier Delivery Only
New Hampshire Liquor Commission
50 Storrs Street
Concord NH 03301
ATTN: Craig Bulkley RFQ 2012-16”
By Mail Only
New Hampshire Liquor Commission
ATTN: Craig Bulkley RFQ 2012-16”
Post Office Box 503
Concord NH 03302-0503

From: Company/Proposer Name
Address of Proposer
Phone No. Of Proposer
Fax No. of Proposer
Email Address:

- ii. Proposers are advised to carefully read and complete all information requested in this RFQ. If the Proposer’s response to this RFQ does not comply with the conditions for submittal to this RFQ, **it may be considered unacceptable by the NHLC and may be rejected without further consideration.**
- iii. A draft agreement presented as Exhibit B is attached for informational purposes to inform the Proposer of the type of Agreement that will be used for the prosecution of this work. Proposers are instructed to thoroughly familiarize themselves with the terms, covenants, and conditions of the draft Agreement. The successful Proposer for each requested project will be required to execute a similar agreement with the NHLC.
- iv. It is the NHLC’s intention to award a contract to one short-listed proposer after bids are received for each future project. The NHLC will make the final determination in its sole judgment as to which Proposer(s) and proposal(s) are the most advantageous.
- v. The contents of the proposal of the successful respondent(s) will become contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions, and if a contract is finalized. The finalized and approved contract language shall prevail over the respondent’s proposal in the event of any inconsistency or ambiguity;

- vi. Under the laws of the State of New Hampshire, a proposal may be considered public record, and if determined to be so, must be made available for inspection and copying by any citizen of New Hampshire. Therefore, the NHLC cannot guarantee the confidentiality of any proprietary or otherwise sensitive information. Confidential or Proprietary information must be marked as such on each page and may be submitted in a separate envelope, sealed and marked “**Confidential Information**”. It is understood, however, that the NHLC will have no liability for disclosure of such information contained in or with any proposal. Any proprietary or otherwise sensitive information contained in or with any proposal is subject to disclosure, unless exempted under the New Hampshire Right to Know Act.
- vii. No proposal may be withdrawn after it has been submitted to the NHLC unless the Proposer so requests by letter and such request by letter is received by the NHLC before the deadline for receiving proposals. Any request for withdrawal after the deadline must be made in writing and may be denied in the NHLC’s sole discretion.
- viii. A respondent may modify its proposal by withdrawing its proposal and submitting a new sealed proposal that complies with the requirements of this RFQ, but only if the respondent withdraws and resubmits its proposal prior to the Closing Date and Time in Table 1: *Schedule of Events*.
- ix. In submitting the proposal, the Proposer agrees that the proposal will remain valid for one hundred eighty (180) calendar days after the closing date for submission of proposals and may be extended beyond that by mutual agreement.

d. Interpretation of Proposal Document

- i. If discrepancies or omissions are found by any prospective Proposer or there is doubt as to the true meaning of any part of this RFQ, a written request for clarification or interpretation shall be submitted to Craig Bulkley, Director of Administration, NHLC , prior to 4:00pm, Thursday, July 12, 2012 email to cbulkley@liquor.state.nh.us
- ii. The NHLC is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addendum. All communication will be via cbulkley@liquor.state.nh.us.

8. EVALUATION OF PROPOSALS AND CRITERIA

- a. Each proposal submitted to the NHLC will be evaluated based on experience, and capacity to perform as required for various future projects.

- i. The proposals will be evaluated to determine whether they conform to the requirements of the RFQ. Those proposals failing to meet the requirements, including completeness, format and content, may be rejected without further evaluation, and Proposers will be so informed in writing.
- ii. If, for any reason, the NHLC in its sole discretion is unable to select any of the Proposers, the NHLC reserves the right to negotiate contracts with other service providers outside the RFQ process.

9. PROHIBITED COMMUNICATIONS

From the issue date of this RFQ until the effective date (date of Liquor Commission and Attorney General Approval) of a resulting contract with any respondent, the Issuing Officer shall serve as the sole point of contact concerning this RFQ. Respondents are prohibited from distributing any part of their proposals except to the Issuing Office as required under this RFQ. Except for contacts with the Issuing Officer as permitted by this RFQ, respondents are prohibited from contacting or lobbying any NHLC personnel or evaluation committee members regarding this RFQ. Any respondent's attempt to improperly influence the evaluation of proposals and selection of a respondent may result in the disqualification and elimination of that respondent from this RFQ procurement process. If the NHLC later discovers that the respondent has engaged in any communications prohibited under this RFQ, the NHLC may reject the offending proposal or rescind a contract award, without any liability to the respondent. Respondents are prohibited from distributing any part of their proposals except to the Issuing Office as required under this RFQ.

10. NON-COMMITMENT

Notwithstanding any provision of this RFQ to the contrary, this RFQ does not commit the NHLC to award a contract. By submitting a proposal, a respondent acknowledges and agrees that the NHLC may, at any time and in its sole discretion, and without any liability to a respondent, reject any and all proposals, or any portions thereof; cancel this RFQ; and solicit new proposals under another acquisition process.

11. RESPONDENTS' COSTS AND EXPENSES

By submitting a proposal, a respondent acknowledges and agrees that the NHLC is not responsible or liable for any costs or expenses incurred by a respondent in connection with its participation in this procurement process, including, but not limited to: (1) any costs or expenses incurred by a respondent in relation to the preparation of a proposal or a respondent's participation at the pre-proposal conference or oral presentation and discussions, and other RFQ processes and events; and (2) costs and expenses associated with any work performed by a respondent prior to the effective date (date of N.H. Governor and Council approval) of a contract with the respondent.

12. PROPERTY OF STATE

The proposal and all material received in response to this RFQ shall become the property of the NHLC and will not be returned to respondents. By submitting a proposal, a respondent acknowledges and agrees that the NHLC may, at its sole option, use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any respondent copyright designations contained on proposals, the NHLC shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any the State of New Hampshire or United States statute or regulation, or rule or order of any court of competent jurisdiction.

13. DISCUSSIONS FOR CLARIFICATION

The NHLC may require, at its discretion, respondents who submit proposals to provide the NHLC with oral and/or written clarification of their proposal to the NHLC to ensure thorough mutual understanding and respondent responsiveness to the solicitation requirements. The Issuing Officer will initiate requests for clarification. The NHLC reserves the right to recall any respondents for additional discussions as it deems necessary.

14. PRESENTATIONS

The NHLC may, at its discretion require a respondent to participate in oral and/or written presentations on any aspects of its proposal. Respondents may also be required to demonstrate any product(s) and/or service(s) proposed at the NHLC site.

15. INFORMATION TECHNOLOGY COMPLIANCE REQUIREMENT

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

16. CONTRACT TERMS AND CONDITIONS

The NHLC's standard terms and conditions are set forth in Appendix B of this RFQ. 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 supercede any and all such conflicting provisions contained in a proposal, at the sole discretion of the NHLC. Additionally, any resulting contract may include additional provisions provided that they are agreed to by the NHLC and in a form and substance as prescribed by the NHLC. The failure of a selected respondent to reach agreement with the NHLC on contractual terms, conditions and other provisions may result in cancellation of the selection as described in this RFQ.

17. CONFIDENTIALITY/SENSITIVE INFORMATION

The selected respondent may have access to confidential/sensitive information in the course of performing its obligations under the contract, and may be required to sign a confidentiality agreement.

18. DISCLOSURE OF PROPOSAL

- a. **Respondent Obligation.** A respondent must maintain the confidentiality of its proposal until the effective date (date of N.H. Governor and Council approval) of a resulting with any respondent. A respondent's disclosure or distribution of its proposal to any individual or entity, other than the Issuing Office, prior to the effective date (date of N.H. Governor and Council approval) may be grounds for disqualification at the discretion of the NHLC.
- b. **NHLC Obligation.** The NHLC shall maintain the confidentiality of each proposal until a contract award is made as contemplated under N.H. RSA 21-I:13-a, II. Following an award as contemplated in RSA 21-I:13-a, II, the NHLC will disclose all proposals in accordance with applicable law and regulations, including, but not limited to, N.H. RSA Chapter 91-A, the Right to Know Law. Any respondent who determines that it must divulge any confidential, commercial or financial or other information not subject to public disclosure under applicable laws and regulations, (collectively referred to as "Respondent Confidential Information"), must submit in its proposal a signed written statement describing in detail the nature of the Respondent Confidential Information and the grounds for its position that the Respondent Confidential Information is exempt from public disclosure under applicable law and regulations, including but not limited to, the Right to Know Law, N.H. RSA Chapter 91-A; and submit a redacted version of its proposal that removes only the Respondent Confidential Information along with an unredacted proposal.

19. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding anything in 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, and 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 those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account.

20. NEWS RELEASES

Respondents 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.

21. RESPONDENT'S REPRESENTATIONS AND AUTHORIZATIONS

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

- a. All information provided by, and representations made by, the respondent 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 respondent shall constitute fraudulent concealment from the Issuing Office of the true facts relating to the proposal submission;
- c. The respondent has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal in response to this RFQ or to submit a proposal higher than this proposal or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal; and
- d. The respondent makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

22. METHOD OF AWARD

The NHLC evaluation committee will select a proposal(s) based on criteria set forth in Part IV. The evaluation committee may consist of senior staff member(s) of the NHLC. The evaluation committee will submit a recommendation on its selection of a proposal(s) to the NHLC Commissioners for final approval. The responsible respondent(s) whose proposal(s) the NHLC determines to be the most advantageous to the State of New Hampshire, after taking into consideration all of the evaluation factors, shall be notified in writing of its selection to the short-list. The resulting contract(s) will be based on the standard terms and conditions contained in Attachment B, and modifications and additions to the standard clauses acceptable to the NHLC in its discretion. If the NHLC is unable to reach agreement with a respondent(s) during contract discussions, the NHLC may, at its sole discretion and at any time, reject and cancel the first respondent selection and commence contract discussions with the next highest ranked respondent, and continue on in this manner at its discretion. The NHLC may, at its sole discretion, terminate any contract discussions, as it deems appropriate and at any time.

23. USE OF ELECTRONIC VERSIONS OF THIS RFQ

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

PART III - INFORMATION REQUIRED FROM THE RESPONDENT

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

1. STATEMENT OF INTEREST

2. PRIOR EXPERIENCE

Include a detailed summary of your company's experience with emphasis on the retail environment. Experience shown should be work done by individuals who will be assigned to this project, as well as that of your company. Experience should include projects completed for retail businesses where the size and scope are similar to the size of the NHLC and the size and scope of this project. Experience referred to should be identified by customer, including the name, current address and telephone number of the responsible official who may be contacted. The NHLC reserves the right to contact any and all persons listed by the respondent concerning past work experience.

3. CAPACITY TO PERFORM

Include a detailed summary of the company's organizational structure with emphasis on having the adequate employees and related experience to meet the project needs and potentially aggressive time lines.

4. OBJECTIONS & ADDITIONS TO STANDARD CONTRACT TERMS & CONDITIONS AND/OR AGREEMENT STANDARDS

The respondent must identify which, if any, of the terms and conditions contained in Appendix B of this RFQ it desires to negotiate, and the additional terms and conditions the respondent would like to add to the standard contract terms and conditions. The respondent's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the NHLC may consider late objections and additional requests, if it is in the best interests of the State of New Hampshire and the NHLC. The NHLC may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions and/or agreement standards. The respondent shall not request changes to other provisions of the RFQ; nor shall the respondent request to completely substitute its own terms and conditions for Appendix A. All terms and conditions must appear in one (1) integrated contract. The NHLC will not accept references to the respondents, or any other, online guides or online terms or conditions contained in any proposal.

5. SUBCONTRACTOR

Subcontracting is only permitted with prior approval from the Liquor Commission. If subcontractors are going to be utilized for any portion of the contract they need to be listed within this RFQ along with experience.

PART IV - CRITERIA FOR SELECTION

1. MANDATORY RESPONSIVENESS REQUIREMENTS

To be eligible for selection, a proposal must be:

1. Timely received from a respondent; and
2. Properly signed by the respondent's authorized representative, signature coversheet is provided in Appendix B.

The NHLC reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in a proposal.

2. REVIEW AND EVALUATION

The Issuing Office plans to utilize a committee of qualified personnel to review and evaluate timely submitted proposals. The Issuing Office will notify in writing of its short-list selection discussions regarding whose proposal(s) is determined to be the most advantageous to the State of New Hampshire as determined by the NHLC after taking into consideration all of the evaluation factors.

3. CRITERIA FOR SELECTION

The NHLC has established the weight for the evaluation criteria for this RFQ as specified in the following table:

<u>Criteria</u>	<u>Percent</u>
Experience	50%
Capacity to Perform in a Timely Manner	50%

The following criteria will be used in evaluating each proposal:

Retail Experience – This refers to the respondent's prior experience performing the services listed within.

Capacity – This refers to the respondent's organizational capacity to handle the services including having the adequate employees and related experience to meet the project needs and potentially aggressive time lines.

EXHIBITS

EXHIBIT A
NO RESPONSE FORM

Response to Request for Qualifications for Shelving and Equipment

Responders not responding to this solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above or fax to (603)271-3897

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO RESPONSE:

- Don't handle goods/service
- Unable to respond due to current staff availability and/or business conditions
- Insufficient time
- Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

Other: _____

This *NO* response is authorized by : _____ Date: _____
Signature

Title: _____

- Please check one: Retain our company on the mailing list for future solicitations.
- Please remove our company from the mailing list for this commodity or service

EXHIBIT B

Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS.

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation \$
1.9 Contracting Officer for State Agency George P. Tsiopras, CFO		1.10 State Agency Telephone Number 603-230-7010	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signatory	
1.13 Acknowledgment: State of _____, County of _____ On, _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2 Name and Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature		1.15 Name/Title of State Agency Signatory Joseph W. Mollica , Chairman Mark M. Bodi, Commissioner Michael R. Milligan, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance, and Execution) By: _____ On: _____			
1.18 Approval by Governor and Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement, (“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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 payment 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplement by the regulations of the United State Department of Labor (41 C.F.R. Part 60), and with any rules, regulation and guidelines as the State New Hampshire or the United States issue to implement these regulations. The Contractor further 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 persons, 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.

Contractor Initials _____
Date _____

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 absense 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 remedied, 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. set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Defaults; and/or.

8.2.4. treat the Agreement as breached and pursue any of its remedies at law or in equity, or both

9. DATA/ACCESS/CONFIDENTIALITY/PRESEVATION.

9.1. 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.

9.2. 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 terminaiton of this Agreement for any reason .

9.3. 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

11. CONTRACTOR’S RELATION TO THE STATE.

In the performance of this Agreement the Contractor is in all respects and 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.

The contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitutue a waiver of the sovereign immunity of the State, which immunity is hereby reseved 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage in amounts of not less than \$250,00 per claim and \$2,000,000 per occurrence: and

14.1.2. fire and extended coverage insurance covering all property subject to subparagraph 9.2 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.

Contractor Initials _____
Date _____

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 the 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modified of the policy.

15. WORKER’S 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. 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. WAIVER OF BREACH No failure by the State to enforce any provisions herof 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.

17. NOTICE Any notice by a party hereto to the pther 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C are incorporated herein be 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 relating hereto.

Contractor Initials _____
Date _____

EXHIBIT C
PROPOSAL AND ADDENDUM ACKNOWLEDGEMENT

Response to Request for Qualifications for Shelving and Equipment

The Proposer acknowledges the Proposer has carefully examined the RFQ and draft Agreement.

The Proposers warrants that if Proposal is accepted, Proposer will contract with the NHLC and comply with the requirements of the RFQ and draft Agreement. Proposer agrees to deliver an executed Agreement to the NHLC within two (2) weeks of notification of acceptance of his/her Proposal and receiving agreement from NHLC.

I, the undersigned, guarantee our Proposal meets or exceeds specifications contained in the RFQ document.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFQ. Our firm will comply with all provisions and conditions as specified.

I affirm that I am duly authorized to execute this potential contract; that this company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other Proposer(s); and that the contents of this Proposal as to terms, or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other Proposer(s) or to any other person(s) engaged in this type of business prior to the official opening of the Proposal.

I also affirm that I have received and examined all Addenda that have been issued under this RFQ as listed and initialed below:

Addendum No. _____	Dated: _____	Initialed _____
Addendum No. _____	Dated: _____	Initialed _____
Addendum No. _____	Dated: _____	Initialed _____
Addendum No. _____	Dated: _____	Initialed _____

Company Name and Name of Proposer: _____

Signature of Authorized Person: _____

Title: _____

Business Address of Proposer: _____

Business Phone Number: _____

Date: _____