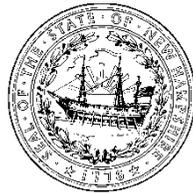


NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL



NHDOC RFP 17-03-GFCOM

Prison Rape Elimination Act (PREA) Audit Services

ISSUE DATE: November 10, 2016

DUE DATE: January 6, 2017

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
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William L. Wrenn
Commissioner

Robin H. Maddaus
Director

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

November 10, 2016

RFP Title: PREA Audit Services
RFP Number: NHDOC 17-03-GFCOM
RFP Due Date: January 6, 2017, **no later than 2:00PM, EST**

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

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

SECTION A: Terms, Conditions and Procedures for Submitting Proposals

1. Brief Description:

Attached is a Request for Proposal and contract format for the provision of PREA Audit Services for the NH Department of Corrections (herein known as the "NHDOC," "State," "Corrections" or "Department").

2. Performance Period:

A contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning April 1, 2017 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2018, with an option to renew for two (2) additional periods of up to one (1) year each, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Statement of Purpose:

The purpose of this request for proposal is to seek auditing services required under the Prison Rape Elimination Act (PREA) for the NH Department of Corrections. Requested services shall include audits pursuant to PREA National Standard 115.401 for three (3) NH Department of Corrections' facilities: Northern NH Correctional Facility (NCF) located in Berlin, NH, the Transitional Work Center (TWC) in Concord, NH and the Calumet Transitional Housing Unit (Calumet House THU) in Manchester, NH.

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4. Outline of Minimum Required Services:

At a minimum audits shall be conducted at three (3) NHDOC facilities in accordance with PREA standard 115.402 by a certified PREA Auditor per original contract period and any renewals thereof.

5. Proposal Inquiries:

An individual who is authorized to commit the organization to provide the services necessary to meet the requirements of this RFP must submit all inquiries or questions.

5.1. Inquires shall be received no later than 2:00PM EST on December 9, 2016.

5.2. Inquires received shall be addressed only if they are deemed by the NH Department of Corrections to be critical to the bid process. No inquiries shall be accepted after 2:00PM on December 9, 2016.

5.3. All inquiries concerning this Request for Proposal shall be made in writing either by US Mail, fax or e-mail, citing the RFP Title, RFP Number, Page, Section and Paragraph submitted to:

NH Department of Corrections Director of Professional Standards P.O. Box 1806 Concord, NH 03302 Tel: (603) 271-5601 Fax: (603) 271-5643 Colon.Forbes@doc.nh.gov
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6. NH Department of Corrections Response Date for Vendor Inquiries:

An official written answer to all written inquiries received meeting the requirements found in Section Five (5), Proposal Inquires, will be posted on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> on or prior to December 16, 2016.

7. Vendor Conference: (NOT APPLICABLE)

8. Facility Tours: (NOT APPLICABLE)

9. Specifications:

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

10. Instructions, RFP Documents, Format and Labeling of Proposal Submissions:

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

10.1. Instructions:

10.1.1. Submit **two (2) original** and complete Proposals, to include: Cover Page, Cover Letter, Proposal Cover Sheet, Initialed Terms and Conditions, P-37 (v. 5/8/15), Initialed Exhibit A, B & C, Certificate of Good Standing, Certificate of Authority/Vote and Certificate of Insurance, Comprehensive General Liability Insurance Acknowledgment Form; Administrative Rules, Rules of Conduct and Confidentiality of Information Forms; PREA Acknowledgement Form; Professional Licensures and/or Certifications (if applicable); List of Board of Directors, List of

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Key Personnel and Salaries (requirement for **Non-Profit Organizations, only**) and Resumes; Alternate W-9 Form; Statement of Financial Stability; Qualitative References; Non-Disclosure of Right To Know Letter (if applicable); and any applicable required pages, signed and initialed as appropriate on each page in **blue ink**. The original copies **shall** be typed or clearly printed in **black ink**. The contract signatory must initial all corrections.

- 10.1.2. In addition, submit **one (1) thumb drive** of the proposal.
- 10.1.3. Proposals **must be sealed** or they shall not be accepted.
- 10.1.4. **Do not staple** any part of the proposals. **Do not use three (3) ring binders** for any part of the proposals.
- 10.1.5. Please use only binder clips to secure and/or separate sections of the proposals.
- 10.1.6. **Sealed proposals shall follow the sequence of the Proposal Check Sheet.**
- 10.1.7. Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM EST on **January 6, 2017** to be considered.
- 10.1.8. **All corrections shall be initialed by the prospective contract signatory; correction tape or white out shall not be used on any Contract documents.**
- 10.2. Technically Non-Compliant:
 - 10.2.1. Proposals that are not complete (omission of requested proposal documents) or unsigned shall be considered “technically non-compliant”;
 - 10.2.2. Absence of any documentation identified in the Proposal Check Sheet shall be considered “technically non-compliant”; and
 - 10.2.3. Proposals that may be deemed ambiguous to the NH Department of Corrections during the evaluation process.
- 10.3. Technically Non-Responsive:
 - 10.3.1. Proposals received after the deadline shall be considered “technically non-responsive” and unevaluated. If a proposal is received after the deadline, the NH Department of Corrections may notify the Bidder and send the proposal back to the prospective Vendor unopened and unevaluated.
 - 10.3.2. If a partial service proposal is received, it shall be considered “technically non-responsive” and the NH Department of Corrections may notify the Bidder.
 - 10.3.3. Any alterations to the text or format of the RFP, addendum or attachment to this document.
- 10.4. Required RFP Documents: All identified documents found on the Proposal Check Sheet are required documents and must be submitted to the NH Department of Corrections in order for a proposal to be considered complete, in addition to the following, but not limited to:
 - 10.4.1. **Executive Summary** (not to exceed 3 pages) – Briefly summarize an overview of the organization (including any networks or subcontractors to be involved), length of time the organization has been in operation, educational background, relevant experience and certifications.
 - 10.4.2. **Organizational Capability** (not to exceed 5 pages) – Describe the overall mission and services of the organization and how they relate to the goals and priorities as described in the Exhibit A, Scope of Services of this RFP.
 - Describe the agency’s experience and capability to provide the required services as described in Exhibit A, Scope of Services, and meet any or all performance measures proposed. This shall include:
 - a.) ability to perform the required services;
 - b.) qualified credentials and prior PREA auditing experience;

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- c.) demonstration of Prisons, Jails and Community Confinement Facility auditing experience.
- 10.4.3. **Organization’s Approach to Performance of Scope of Services** (not to exceed 5 pages) – Describe, concisely and completely, exactly how services will be delivered.
- The respondent shall address all areas of requested services pertaining to the [SECTION D: Scope of Services, Exhibit A](#), to demonstrate a thorough understanding and insight to the project and immediate availability.
- 10.4.4. **Financial Statements** – Demonstrate financial stability by providing financial statements, preferably audited, for two (2) consecutive years and copies of any quarterly financial statements prepared since the end of the period reported by your most recent annual report. Acceptable financial verification must include one (1) of the following; please check off one (1) of boxes below submitted with your Proposal:

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

- 10.4.5. **References** – Qualitative references shall be submitted. Please provide a list of all current and former clients, institutions and/or agencies from the past two (2) years providing PREA Audit Services. The Vendor shall grant the NH Department of Corrections permission to contact the references upon submission of reference information. Please provide the following information for each reference:
- Name and address of organization;
 - Name, title, e-mail address, telephone and fax number of contact person;
 - Website address; and
 - Performance period.

10.5. **Order of Required RFP Documents:** Please submit the required RFP documents in the order specified in the Proposal Check Sheet, [SECTION C: Proposal Check Sheet](#).

10.6. **Format Requirements:**

10.6.1.	Front Style	.....	12 Point, Times New Roman
10.6.2.	Line Spacing	.....	One and a half
10.6.3.	Text Justification	.....	Flush left
10.6.4.	Margins	.....	One inch all around
10.6.5.	Tabs	.....	Do not include section tabs
10.6.6.	Binding	.....	Do not bind, staple or 3-hole punch
10.6.7.	Header/Footer	.....	Do not alter current headers & footers

10.7. **Labeling and Addressing Proposal:** Please clearly mark the outside of your envelope ***RFP 17-03-GFCOM PREA Audit Services***. Proposals must be received (not simply post-marked) by the NH Department of Corrections, Contract Administrator, P.O. Box 1806, Concord, NH 03302-1806 or hand delivered to Room 322, on the Third (3rd)

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Floor of the Main Building of the Governor Hugh J. Gallen State Office Park South Complex, 105 Pleasant Street, Concord, NH, 03301 no later than **January 6, 2017 at 2:00PM EST**, to be considered.

- 10.7.1. For **overnight carrier deliveries** the Vendor shall address the overnight carrier label as such: NH Department of Corrections, Contract Administrator, 105 Pleasant Street, Room 322, Main Building, Concord, NH 03301, referencing telephone extension 603-271-7602.
- 10.7.2. A successful Request for Proposal requires much planning. The Main Building at 105 Pleasant Street is a secured facility. Be aware that overnight carrier staff can't enter the facility freely. Please allow sufficient time for shipping. Vendors shall assume all risk for carrier deliveries not meeting the RFP deadline date and time.

11. Submission Criteria:

Proposals that are not complete or unsigned shall be considered "technically non-compliant." Any proposal received after the deadline shall be considered "technically non-responsive" and not evaluated.

- 11.1. Partial proposals shall not be accepted. All proposals shall be submitted for the full scope of services being requested within the RFP.
- 11.2. If a partial service proposal is received, it shall be considered "technically non-responsive" and the Bidder may be notified by the NH Department of Corrections.
- 11.3. If an unsigned proposal is received in response to the RFP, the Bidder will be notified by the NH Department of Corrections and shall be considered "technically non-compliant".
- 11.4. A Bidder who has failed to sign a proposal may file a signed version of the RFP response within three (3) business days of the day the notice is issued.
- 11.5. The NH Department of Corrections shall not consider a proposal which remains unsigned and not received on the fourth (4) business day after issuing notification of the unsigned proposal.

12. Document Alterations/Changes/Omissions:

It is unlawful to make any alterations to the text or format of this document, or the text or format of any addendum or attachment to this document to include headers and footers or modifying the original order of the RFP page numbers. A signature on the Proposal Cover Sheet of the person authorized to legally bind the Vendor to the terms of this RFP signifies that no alterations have been made to the original text or format of this RFP. Any alterations made to the original text of this document may result in the proposal being considered "technically non-responsive."

13. Evaluation Criteria/Procedure:

Proposals shall be subject to a procedural review by the Contract Administrator prior to any other evaluation review to ensure the proposals submitted:

- 13.1. Conform to instructions and format contained within the RFP;
- 13.2. Is properly executed and complete; and
- 13.3. Contains all required supporting documentation.

14. Other Contractual Documents Provided by the NH Department of Corrections:

The State Long Form Contract, form P-37 (v. 5/8/15); Certificates of Authority/Vote; Comprehensive General Liability Insurance Acknowledgement Form; Administrative Rules, Rules of Conduct and Confidentiality of Information, Agreement PREA Acknowledgement Form and Alternate W-9 Form; are located as a separate link on the New Hampshire Department of Corrections website: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

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15. Cancellation:

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

16. Financial Commitment:

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

17. Rejection of Proposals:

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

- 17.1. Has any interest that shall, in the sole discretion of NH Department of Corrections, conflict with performance of services for the State;
- 17.2. Fails to demonstrate to the satisfaction of NH Department of Corrections that it is in sound financial condition;
- 17.3. Is a non-profit/not-for-profit and fails to furnish the NH Department of Corrections with the names and addresses of the organization's Board of Directors/Members, List of Key Personnel and Salaries and/or Resumes of Key Personnel;
- 17.4. Fails to make an oral presentation if requested by NH Department of Corrections at a time, place and in a manner satisfactory to NH Department of Corrections; and
- 17.5. Fails to reach agreement with NH Department of Corrections on any and all Contract terms.

18. Remedies for "Technically Non-Compliant" Proposals:

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

- 18.1. Seek clarification;
- 18.2. Allow the Vendor to make corrections; or
- 18.3. Apply a combination of the two (2) remedies.

19. Addendum(s) or Withdrawal of the RFP:

- 19.1. If the NH Department of Corrections decides to amend or clarify any part of this RFP, a written addendum shall be provided to all Vendors on the NH Department of Corrections website: <http://www.nh.gov/nhdcc/business/rfp.html>. This notification will also serve as a Public Notice.
- 19.2. The NH Department of Corrections, at its discretion, may amend the RFP at any time prior to the award of a Contract and/or terminate this procurement in whole or in part at any time.
- 19.3. The NH Department of Corrections at its discretion may request clarification from a Vendor of a proposal submitted.
- 19.4. Whereas the Department may modify the RFP and as a result of a modification the Department believes that Vendors will not have enough time to effect changes necessary to their proposal(s) prior to the Proposal Due date listed in Table 35.1., the Department may postpone the Proposal Due Date for a period of up to thirty (30) days in the best interest of the State and/or to allow for fairness in the competitive bidding process. Notice of this postponement shall be posted on the NH Department of Corrections website with the RFP prior to the Proposal Due Date listed in this RFP.

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20. Proposal Submission:

- 20.1. Prospective Vendors shall comply with instructions as specified in the Terms and Conditions of the RFP, submit all documents with the Proposal as identified in the Proposal Check Sheet and ensure **sealed** offers are received by the date, time and location identified herein.
- 20.2. Vendors should be cautioned that their proposal shall be subject to acceptance by the NH Department of Corrections without further clarification.
- 20.3. All companies, producers, agents or underwriters submitting Proposals are construed to have agreed to all conditions set forth in the RFP.
- 20.4. Verbal agreements or instructions from any source shall not be authorized.

21. Competition:

The NH Department of Corrections encourages free and open competition among Vendors. Proposal specifications and conditions are designed to accomplish this objective, consistent with the NH Department of Corrections needs and guidelines.

22. Collusion:

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

23. Disclosure of Sealed Proposal:

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

24. Oral Presentation:

Prior to the determination of the award, a Vendor may be required to make an oral presentation to clarify any portion of their response or to describe how the service requirements shall be accomplished. Vendor finalists may be asked to conduct the presentation at a time period designated by the NH Department of Corrections.

25. Terms of Submission:

All material received in response to this RFP shall become the property of the NH Department of Corrections and shall not be returned to the Vendor. Regardless of the Vendor selected, the NH Department of Corrections reserves the right to use any information presented in a proposal. The proposal content that makes up the Vendors' awarded Contract shall become public information upon approval of the Governor and Executive Council of the State of New Hampshire.

26. Vendor Responsibility:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their submitted proposal, any resulting Contract and any renewal Contracts thereof.

27. Subcontractors:

If your organization plans to utilize subcontractors for any portion of the services identified in this RFP, please include the subcontractor information, to include the types of services or functions in which you would plan to subcontract, and a brief company profile. Said subcontractors shall meet all requirements described in this RFP. Subcontracting of services shall require prior approval by the NH Department of Corrections.

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28. Change of Ownership:

In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Vendor, its successors or assign.

29. Evaluation of Proposals and Award of Contract:

- 29.1. The NH Department of Corrections has approved this RFP for issuance. The RFP process is a procurement option allowing the NH Department of Corrections to award a Contract based upon the evaluation criteria established by the NH Department of Corrections.
- 29.2. Evaluation of proposals shall be based on evaluation criteria established by the NH Department of Corrections.
- 29.3. The NH Department of Corrections, may, upon determining that no satisfactory responses to this RFP have been received for these services, negotiate with a successful applicant for a related service to include this particular service as part of the service package and/or issue another RFP for this particular service.
- 29.4. Upon review by the NH Department of Corrections and approval by the Governor and Executive Council, the signed Contract shall become valid.

30. Liability:

The NH Department of Corrections shall not be held liable for any costs incurred by the Vendor in the preparation of their proposal or for work performed prior to Contract issuance.

31. Licenses, Permits and/or Certifications:

Vendor shall ensure and maintain all the necessary licenses, permits and/or certifications required by Federal, State, County and Municipal laws, ordinances, rules and regulations at the inception of the Contract and for the life of the Contract and any renewals thereof. The Vendor shall notify the NH Department of Corrections immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits and/or certifications may result in immediate termination of a Contract.

32. Best Interest of the State:

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a *BEST AND FINAL OFFER* (BAFO) from Vendors submitting acceptable and/or potentially acceptable proposals.

- 32.1. The “*BEST AND FINAL OFFER*” would provide Vendors the opportunity to amend or change its original proposal(s) to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.
- 32.2. The “*BEST AND FINAL OFFER*” shall provide the NH Department of Corrections the opportunity to modify volume indicators and cost categories, if applicable, identified in Exhibit B of the RFP. Such request of the NH Department of Corrections would provide the Vendor(s) the opportunity to amend or change its original proposal to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

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33. Proposal Review and Evaluation Criteria:

- 33.1. The NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP process. The evaluation will be based on the demonstrated capabilities and skills of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP. The NH Department of Corrections shall not review proposals that reduce our current functions.
- 33.2. The NH Department of Corrections utilizes a consensus scoring methodology to evaluate submitted proposals. Each response will be evaluated through a forum of open discussion/debate by the evaluation committee and scored comparing the Vendor’s proposal to the evaluation criteria and specifications defined in the RFP. Only the consensus score sheet will be used to designate the point value assigned to each proposal.
- 33.3. If an item or area of a Vendor’s proposal is deemed ambiguous, the Evaluation Team may warrant the item or area as “Technically Non-Compliant.” At the discretion of the NH Department of Corrections, the Department may seek clarification and suspend the evaluation until a response from the Vendor is received.
- 33.4. The scoring of proposals establishes a reference point from which to make negotiation decisions. It in no way implies that a Contract will be awarded. The NH Department of Corrections reserves the right to award more than one (1) Contract resulting from the evaluation of proposals submitted in response to this RFP, as well as the right to reject all proposals. The NH Department of Correction reserves the right to enter into concurrent negotiations with more than one (1) respondent. If concurrent negotiations with more than one (1) respondent are required, a Contract award may result from those negotiations.
- 33.5. The NH Department of Corrections will award a Contract based on the following:
 - 33.5.1. Total Estimated Cost;
 - 33.5.2. Organizational Capability;
 - 33.5.3. Organization's Approach to Perform Scope of Services;
 - 33.5.4. Financial Statements; and
 - 33.5.5. References.
- 33.6. The NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.
- 33.7. Points assigned per category in Section 34.1., Table of Scoring Criteria, are listed in no particular weighted order.

34. Scoring of Evaluation Criteria:

- 34.1. Table of Scoring Criteria:

Category	Total Points Per Category
34.1.1. Total Estimated Cost: (30 Points)	30
34.1.2. Organizational Capability: (45 Points)	45
34.1.2.1. Ability to Perform Services: (15 points)	
34.1.2.2. Qualified Credentials and Prior PREA Auditing Experience: (15 points)	
34.1.2.3. Demonstration of Prisons, Jails and Community Confinement Facility Auditing Experience: (15 points)	
34.1.3. Organization’s Approach to Perform Scope of Services: (15 Points)	15
34.1.3.1. Technical Approach to Performance: (10 points)	
34.1.3.2. Immediate Availability: (5 points)	
34.1.4. Financial Statements: (5 Points)	5
34.1.5. References: (5 Points)	5
Total of all Categories	100

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Note: The Organizational Capability and Financial Stability of contracted Vendor(s) are of great importance to the NH Department of Corrections. A Vendor that does not score at least 3 out of 5 points, upon evaluation, in the Financial Stability category may be required to provide further financial information for the possibility of making their score satisfactory. In the event that the information provided does not satisfy the Department, the NH Department of Corrections shall, at its own discretion, remove the Vendor from the RFP and contract procurement process in the best interest of the State.

35. Schedule of Events (Timetable):

35.1. Table of Events and Important Dates:

Event #	Description of Event	Date of Event
1	RFP Issued	November 10, 2016
2	Written Inquiries Due	December 9, 2016
3	NHDOC Posts Answers to Inquiries	December 16, 2016
4	Vendor Conference	N/A
5	Proposals Due	January 6, 2017
6	Presentations of Selected Vendors	TBA, if required
7	Best & Final Offer	TBA, if required
8	Contract Finalization	January – February, 2017
9	Anticipated Approval by the Governor and Executive Council	February – March, 2017
10	Expected Services Start Date	April 1, 2017 or upon G&C approval, whichever is later

Note: The NH Department of Corrections, with the exception of Event # 5: “Proposals Due”, may alter the above Table of Events and Important Dates at any time. The Vendor’s “Proposals Due” date cannot be changed in order to maintain the integrity of the public contract procurement process of the State of New Hampshire except for the reasons as stated in section – 19.4., Terms and Conditions of this RFP. Notice of any such changes will be posted on the NH Department of Corrections website and will be entitled *Table of Events and Important Date*.

36. Procedures for Proposal Selection and Notification:

- 36.1. A letter of selection may be sent to the Vendor(s) who submitted proposals that may be selected. The Scope of Services and Budget for a proposed contract may be negotiated based upon the merit of the proposal, as evaluated by the proposal evaluation committee, availability of funding and conditions of the award.
- 36.2. The NH Department of Corrections expects to contract with one (1) Vendor to provide the needed services. The NH Department of Corrections may also require a Vendor to make appropriate linkages, or, collaborate with other agencies or providers in order to provide the necessary level of services required by this proposal.

37. Prison Rape Elimination Act (PREA) of 2003:

Vendor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Vendor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

38. Administrative Rules, Policies, Regulations and Policy and Procedure Directives:

Vendor must comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD’s) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

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

39. Special Notes:

- 39.1. The headings and footings to the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 39.2. The NH Department of Corrections reserves the right to accept or reject any or all proposals, to waive any minor irregularities in any proposal and to cancel this RFP in whole or in part upon written or published notice of intent to do so.
- 39.3. The solicitation of the Request for Proposal shall not commit the NH Department of Corrections to award a Contract.
- 39.4. The State and/or NH Department of Corrections shall not be responsible for expenses incurred by the Vendor or sub-vendor to maintain current licensures and/or certifications.
- 39.5. Financial responsibility for preparation of proposals shall be the sole responsibility of the Vendor.
- 39.6. The successful Vendor, and/or sub-vendors, shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, resulting Contract and any renewals thereof.
- 39.6. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 39.7. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 39.7.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 39.7.2. Secure the Contractor's written agreement to the proposed changes.
- 39.8. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 39.9. Vendor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 39.10. Vendor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.
- 39.11. Vendor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employers' Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

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SECTION B: Proposal Cover Sheet

PROPOSAL FOR: Provision of PREA Audit Services for the NH Department of Corrections and to contract with one (1) Vendor for the breadth of the services in this RFP. Partial proposals for services shall not be accepted.

RFP NUMBER: NHD0C 17-03-GFCOM

PLEASE TYPE OR CLEARLY PRINT IN THE SPACES PROVIDED BELOW.

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

1. VENDOR: _____
Name of Organization (As written on the Certificate of Good Standing)

2. ADDRESS: _____
Street Address (Physical address of the organization - no PO Boxes)

City or Town State Zip Code

3. SIGNATURE: _____ INITIALS: _____

4. DATE SIGNED: _____

5. TITLE OF SIGNATORY: (Title of signatory) _____

6. NAME OF SIGNATORY: (Name of signatory) _____

7. CONTACT PERSON: (Contact person if different from signatory) _____

8. TELEPHONE: (Telephone number of contact person) _____

9. E-MAIL: (E-mail of contact person) _____

10. FAX: (Fax number of contact person) _____

11. URL: _____

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SECTION C: Proposal Check Sheet

FORMAT FOR SUBMISSION: Vendors shall submit two (2) original and completed proposals in response to this RFP. The originals shall be signed in blue ink. These originals must be typed or clearly printed in black ink. All corrections shall be initialed by the contract signatory. Submit one (1) thumb drive of the completed original Proposal. Proposals that are not completed or unsigned shall be considered "technically non-compliant." Any proposal(s) received after the deadline shall be considered "technically non-responsive" and the NH Department of Corrections may notify the Vendor with the Proposal sent back to the Vendor unopened and unevaluated. Proposals must be sealed or they shall not be accepted. Proposals shall not be stapled or three-hole punched. Use only binder clips to secure and separate your proposals. Vendors **MUST** initial the bottom right hand corner of each page of their Proposal.

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

- Cover Page:
 - Title of RFP;
 - RFP Number;
 - Vendor's Organizational Name; and
 - Submission Date.
- Cover Letter (see criteria, section 10. Instructions, RFP Documents, Format and Labeling of Proposal Submissions within the RFP);
 - Executive Summary;
 - Organizational Capability; and
 - Organization's Approach to Perform Scope of Services.
- Proposal Cover Sheet (please use the previous page for this document);
- Initialed Terms and Conditions;
- Contract Form P-37 (v. 5/8/15) http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm:
 - Please fully execute Items 1.3, 1.4, 1.5, 1.11, and 1.12, in front of a Notary Public or Justice of the Peace and have them fill out Items 1.13, 1.13.1, and 1.13.2; and
 - Note: THE NAME OF THE VENDOR'S ORGANIZATION SHALL BE WRITTEN ON THE P-37 AS FOUND ON THE CERTIFICATE OF GOOD STANDING (ISSUED BY THE NH SECRETARY OF STATES OFFICE) TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
- Initialed Exhibit A – Scope of Services;
- Initialed Exhibit B – Signature Page;
- Initialed Exhibit B – Estimated Budget/Method of Payment;
- Initialed Exhibit C – Special Provisions;
- Certificate of Good Standing (**not included herein; see instructions on next page**);
- Certificate of Authority (execute and submit only the one that applies to your entity), http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm: (Corporation Certificate of Authority Vote w/ Corporate Seal, Corporation Certificate of Authority Vote with Notary Seal, Partnership Certificate of Authority Vote, Sole Proprietor Certificate of Authority Vote, Limited Liability Company Certificate of Authority Vote).
 - Note: THE NAME OF THE VENDOR'S ORGANIZATION MUST BE WRITTEN ON THE CERTIFICATE OF AUTHORITY AS FOUND ON THE CERTIFICATE OF GOOD STANDING TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
- Certificate of Insurance (**not included herein; see instructions on next page**):
 - Note: THE NAME OF THE VENDOR'S ORGANIZATION TO INCLUDE DBA NAMES, IF APPLICABLE, AS FOUND ON THE CERTIFICATE OF GOOD STANDING, AND ADDRESS OF THE VENDOR'S ORGANIZATION MUST BE IDENTIFIED IN THE INSURED SECTION OF THE CERTIFICATE OF LIABILITY INSURANCE DOCUMENT.

Proposal Check Sheet

- Comprehensive General Liability Insurance Acknowledgement Form, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- NHDOC Administrative Rules, Rules of Conduct and Confidentiality of Information Forms, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- PREA Acknowledgement Form, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- Professional Licenses and/or Certifications;
- List of Board of Directors and Addresses (**only mandatory** for non-profit organizations);
- List of Key Personnel and Salaries (**only mandatory** for non-profit organizations – redact all personal information);
- Resumes (**redact personal information**) or Job Descriptions of all Personnel involved with performing PREA Audit Services;
- Alternate W-9 Form, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- Statement of Financial Stability;
- Qualitative References; and
- Non-Disclosure of Right to Know Information Letter to State Agency, if applicable **SECTION D: Scope of Services, Exhibit A**, Section 19.

All documentation listed above is necessary for the successful completion and submission of Proposals. All attachments are located on the following webpage: <http://www.nh.gov/nhdoc/business/rfp.html> under the heading “*DOING BUSINESS, RFP RESOURCES.*” (Direct link to above document web page: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm).

OTHER NECESSARY FORMS (Not included on the above web page, must also be provided by the Vendor):

- Certificate of Good Standing (NOT INCLUDED HEREIN, **must be provided by Vendor**): In order to obtain a Certificate, write directly to the Secretary of State, Corporate Division, State House Annex, Room 341, 25 Capital Street, 3rd Floor, Concord, NH 03301 or visit the Secretary of State’s Office in person. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check for (CALL FOR FEES) made payable to the State of New Hampshire. **If you wish to visit the Secretary of State’s Office in person and pay in cash, you must bring exact change for each Certificate of Good Standing document(s) requested.** In the event that you need to expedite the request, you may fax the request to (603) 271-3246 (CALL FOR FEES) for the expedited service. Include your mailing address, corresponding check number, telephone and fax number. You will receive a fax of the Certificate in addition to an original mailed copy.
- Certificate of Insurance (NOT INCLUDED HEREIN, **must be provided by Vendor**): You must contact your Insurance provider and follow their process to get this form **pursuant to section 14 and 15 of the State Long Form Contract (P-37, v. 5/8/15).** The NH Department of Corrections, PO Box 1806, Concord, NH, 03302-1806 must be listed at the Certificate Holder on the document. Once obtained, if necessary, you may have your insurance provider fax the NH Department of Corrections a copy of the form to (603) 271-5639, care of the Contract Administrator.
- The Certificate of Insurance must provide the following:
 - Shall designate the State of New Hampshire, NH Department of Corrections as the Certificate Holder;
 - Shall designate the Certificate Holders address as: P.O. Box 1806, Concord, NH 03302;

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Proposal Check Sheet

- Shall designate your organizations name (to include d/b/a names if applicable) and address in the Insured section of the Certificate of Liability Insurance document.
- Shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate;
- Shall Vendor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance; and
- Shall provide proof and identify limits and expiration dates of General Liability Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employers' Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

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SECTION D: Scope of Services, Exhibit A

1. Purpose:

The purpose of this request for proposal is to seek PREA Audit Services for the NH Department of Corrections (NHDOC). The Prison Rape Elimination Act (PREA) is a federal law enacted in 2003 and was created to eliminate sexual abuse in confinement. Federal funds were provided for research, programs, training and technical assistance to address sexual abuse.

In addition, the legislation mandated the development of national standards. The National Prison Rape Elimination Commission (NPREC) developed recommended national standards for reducing prison rape. The final standards became effective on June 20, 2012, when they were published by the US Department of Justice (USDOJ). PREA standards were developed to help confinement facilities prevent, detect, and respond to sexual abuse and harassment of inmates and are intended to:

- *Assist agencies in establishing a zero tolerance policy of inmate sexual abuse or harassment;*
- *Increase accountability for sexual safety of those in contact with inmates; and*
- *Afford agencies discretion and flexibility, to the extent feasible, in a way that meets the standards.*

The final PREA Standards include provisions that are specific to Audit and State Compliance: (1) Prison Rape Elimination Act National Standard 115.93 indicates that the agency shall conduct audits pursuant to Standard 115.401 (2) Standard 115.401 indicates that the frequency and scope of audits are as follows:

- *During the three year time period starting August 20, 2013, and during each three year period thereafter, the agency shall ensure that each facility operated by the agency is audited at least once; and*
- *During each one year period starting on August 20, 2013, the agency shall ensure that at least one third of each facility type operated by the agency is audited.*

2. Location of Services:

Pursuant to the standards, three (3) facilities to be audited prior to August 20, 2017, during the original contract period shall be the Northern NH Correctional Facility (NCF), Berlin, NH; the Transition Work Center (TWC), Concord, NH; and the Calumet Transitional Housing Unit (Calumet House) located in Manchester, NH.

- NCF is a medium custody men's facility housing approximately 660 inmates.
- TWC is a men's minimum custody facility housing approximately 160 inmates who are assigned work duties at the NH State Prison for Men (NHSP-M).
- The Calumet House is a supervised community residence for men where the residents are expected to obtain employment in the community.

3. Specific Requirements:

PREA standard 115.402 specifies that audits shall be conducted by a member of a correctional monitoring body that is not part of or under the authority of the agency; a member of an auditing entity such as an inspector general or ombudsman office that is external to the agency; or other outside individuals with relevant experience. Specific requirements shall include:

- 3.1. Contractor to be a Certified PREA Auditor, by demonstrating that they were accepted and enrolled in the PREA Certified Auditor Training;
- 3.2. Completed the forty (40) hour training session; and
- 3.3. Contractor shall show proof of passing an examination at the end of the forty (40) hour training session.

4. Certified PREA Auditor Qualifications:

Preference will be to those Certified PREA Auditors who have completed training specific to Prisons, Jails and Community Confinement Facilities. Beyond these requirements, qualifications in terms of preference include:

- 4.1. At least three (3) years of auditing, monitoring, quality assurance, investigations, or subsequent similar experience with the facility type or set of standards in which certification is sought;
- 4.2. A bachelor's degree from an accredited college or university and equivalent career related experience defined as five (5) years of contemporary full time public safety experience;
- 4.3. At least two (2) references from professionals in the field; and
- 4.4. Passing a criminal background record check.

5. General Scope of Work:

The federal standard requires the PREA Audit to be completed by August 20, 2017. The NH Department of Corrections seeks PREA Auditing services to be performed no later than June 1, 2017 with the final audit report completed by June 30, 2017. The facilities to be audited during the original contract period will be the NCF, TWC and Calumet House Facilities.

6. Specific Activities/Tasks:

The Prison Rape Elimination Act Audit process consists of three (3) phases: Pre Audit, Audit and Post Audit.

6.1. Pre Audit:

- a.) Initial audit review of the NHDOC Pre Audit Questionnaire: Adult Prisons and Jails. The Pre Audit Questionnaire will be forwarded by the NHDOC PREA Coordinator no less than six (6) weeks prior to the first facility audit. The Auditor will review the NHDOC responses to the Pre Audit Questionnaire and conduct follow up calls with PREA Coordinator as well as designated PREA Compliance Managers to gain clarification and explain the audit process.
- b.) Auditor shall review the submitted NHDOC Questionnaire, Facility Specific Questionnaire, and relevant policies and procedures specific to the audit.
- c.) Based on review of Pre Audit Questionnaire, the Auditor shall begin the Auditor Compliance Tool.

6.2. Audit:

- a.) Auditor shall conduct facility tours, specific to PREA Audit. Each area of the facility should be observed as the PREA standards require. The Auditor shall pay attention to:
 - o How well the inmates are supervised;
 - o How cameras and/or other monitoring technologies are used;
 - o Blind spots and other indicators that an area of the facility is not monitored in a way that keeps inmates safe from sexual abuse; and
 - o It may be necessary to go back and look at areas of the facility after the tour if a review of investigative files, other documentation, and/or interviews lead the auditor to have questions about safety and/or supervision.
- b.) Auditor shall review additional documents as necessary;
- c.) Auditor shall conduct staff interviews utilizing PREA Interview Questions specific to the following positions:
 - o Commissioner;
 - o PREA Coordinator;
 - o PREA Compliance Managers;
 - o Warden;

- Random selection of staff; and
 - Specialized staff
 - Example: Investigators, Medical/Mental Health, Training.
 - d.) Auditor shall interview a minimum of 10 (ten) inmates during the audit visit. The inmates will be randomly chosen by the Auditor from a list of all the inmates in the facility.
- 6.3. Post Audit:
- a.) Auditor will complete and submit the Auditor Compliance Tool. Response for each measure shall be based upon:
 - Review of policy and procedure;
 - Review of documentation;
 - Review of data;
 - Interviews with staff and inmates; and
 - Tour of facility.
 - b.) Auditor will upload additional documentation gathered from the outside;
 - c.) Auditor shall determine the level of compliance for each standard and provide commentary with justification for decisions;
 - d.) Auditor shall complete the PREA Audit Report and shall submit the report to the NHDOC within thirty (30) days of the completion of the audit. If the NHDOC is found to have not met one or more PREA standards, a one hundred-eighty (180) day Corrective Action Period (CAP) begins. The Auditor and the NHDOC will work together to develop a plan to achieve compliance with those standards that were not met. The Auditor is responsible for verifying the implementation of the Corrective Action Plan, such as reviewing updated policies and procedures and/or re-inspecting portions of the facility. After the one hundred-eighty (180) day period, the Auditor will issue a final determination as to whether the facility has achieved compliance.

7. Deliverables:

The Auditor shall complete the PREA Audit: Auditor's Summary Report Adult Prisons and Jails.

8. NH Department of Corrections Responsibilities:

- 1.8.1. The NHDOC PREA Coordinator shall forward the PREA Pre Audit Questionnaire Adult Prisons and Jails to the PREA Auditor no less than six (6) weeks prior to the first audit;
- 1.8.2. The NHDOC PREA Coordinator and PREA Compliance Managers shall be available for any follow up calls during the pre-audit phase to provide clarification and explanation of the audit process by the PREA Auditor;
- 1.8.3. The NHDOC PREA Coordinator shall provide any additional documents relevant to the audit process;
- 1.8.4. The NHDOC PREA Coordinator and PREA Compliance Managers will coordinate with the PREA Auditor the NHDOC site visit and facility tour; and
- 1.8.5. The NHDOC PREA Coordinator shall provide a list of inmates so that the PREA Auditor may randomly select inmates to be interviewed.

9. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning April 1, 2017 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2018, with an option to renew for two (2) additional periods of up to one (1) year each, only after the approval of

the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

10. General Service Provisions:

- 10.1. Contractor Tools and Equipment: (NOT APPLICABLE)
- 10.2. Administrative Rule, Policy and Regulations: The Contractor agrees to comply with all administrative rule, policy and regulation and applicable Policy and Procedure Directives (PPD's) of the NH Department of Corrections.
- 10.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision may require Governor and Executive Council approval.
- 10.4. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or subcontractors to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
 - 10.4.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
 - 10.4.2. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 10.4.3., below.
 - 10.4.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
 - a.) Individuals convicted of a felony shall not be permitted to provided services;
 - b.) Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - c.) Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Professional Standards and/or designee of the NH Department of Corrections;
 - d.) Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - e.) Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - f.) Individuals with a history of drug diversion;
 - g.) Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;
 - h.) Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - i.) Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 10.5. Licenses, Credentials and Certificates: The Contractor shall ensure that the PREA Auditor selected to perform the required services under this Contract shall be certified audits for Prisons, Jails and Community Confinement Facilities. The Contractor and its staff shall

- possess the credentials, licenses and/or certificates required by law and regulations to provide the required services.
- 10.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 10.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract, submit a written identification and notification to the NH Department of Corrections of the name, title, address, telephone and fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 10.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 10.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 10.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Director of Professional Standards, or designee, P.O. Box 1806, Concord, NH 03302
- 10.8. Contractor Liaison's Responsibilities:
- 10.8.1 Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 10.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 10.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 10.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 10.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. Responsibilities of the NH Department of Corrections representative are:
- 10.9.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;

- 10.9.2. Monitoring compliance with the terms of the Contract;
- 10.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and within the time frames specified by the Contract;
- 10.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
- 10.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 10.10. Reporting Requirements: The Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
 - 10.10.1. Copy of the Auditor's Summary Report Adult Prisons and Jails;
 - 10.10.2. Copy of the Correctional Action Plan (if applicable);
 - 10.10.3. Breakdowns of billings; and
 - 10.10.4. It is the intent of the NH Department of Corrections to work with the Contractor so that the Contractor can provide any reporting requirements that meets our needs.
- 10.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
 - 10.11.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract;
 - 10.11.2. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract; and
 - 10.11.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.
- 10.12. Performance Measures: The NH Department of Corrections shall, at its sole discretion:
 - 10.12.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
 - 10.12.2. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract;
 - b.) Has lost or has been notified of intention to lose their intention to lose their certification; and
 - c.) Terminate the Contract as otherwise permitted by law.

11. Other Contract Provisions:

- 11.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
 - 11.1.1. The Department of Corrections has the right to terminate the Contract, and any renewal Contracts thereof, if the NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract; or
 - b.) As otherwise permitted by law or as stipulated within this Contract.
- 11.2. Coordination of Efforts: The Contractor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, the Contractor shall make advice and information on matters covered by the Contract available to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract and any renewals thereof.

12. Bankruptcy or Insolvency Proceeding Notification:

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

13. Embodiment of the Contract:

- 13.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
 - 13.1.1. Request for Proposal (RFP) and any addendums thereto;
 - 13.1.2. Proposal submitted by the Vendor in response to the RFP;
 - 13.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a “meeting of the minds,” after careful consideration of all of the terms and conditions, and that is approved by the Governor and Executive Council of the State of New Hampshire; and/or
 - 13.1.4. Negotiated Amendments to the original Contract Agreement approved by the Governor and Executive Council.
- 13.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 13.1.3. shall govern.
- 13.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor’s Proposal and/or the result of a Contract.

14. Cancellation of Contract:

- 14.1. The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation.
- 14.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 14.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor written notice of such termination at least sixty (60) days prior to the effective termination date.
- 14.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) day notice of said cancellation.

15. Contractor Transition:

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

16. Information:

- 16.1 In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or

- developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.
- 16.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Contractor in connection with its performance under the Contract.
 - 16.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Contractor shall immediately notify the NH Department of Corrections.
 - 16.4. All material developed or acquired by the Contractor, due to work performed under the Contract, shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
 - 16.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

17. Audit Requirement:

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

18. Additional Items/Locations:

Upon agreement of both party's additional equipment and/or other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

19. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm>, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, 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, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm>. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

Marking the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision in this RFP to the contrary, Contract pricing shall be subject to disclosure upon approval of a contract by the Governor and Executive Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

20. Prison Rape Elimination Act (PREA) of 2003:

Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

21. Criminal Background Check:

The Contractor shall be responsible for providing the Name, Date of Birth (DOB) and Social Security number of all auditors the Contractor plans to assign for PREA Audit Services. The NH Department of Corrections will do a criminal record check on all prospective Contractor employees who might be assigned to provide services for the NH Department of Corrections. Anyone who is found to have a criminal record shall not be allowed to provide PREA Audit Services. Contractor employee names must be submitted to the NH Department of Corrections, Director of Professional Standards, or designee, P.O. Box 1806, Concord, NH 03302, at least seven (7) days before the person(s) are to provide services. This rule applies for any current and new Contractor employee that is assigned to perform PREA Audit Services for the Department and applies for the duration of the Contract and any renewals thereof.

22. Special Notes:

- 22.1. The headings and footings to the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 22.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 22.3. Partial Proposals for the requested PREA Audit services for the NH Department of Corrections shall not be accepted.

Scope of Services
Exhibit A

- 22.4. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 22.5. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 22.5.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 22.5.2. Secure the Contractor's written agreement to the proposed changes.
- 22.6. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 22.7. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 22.8. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.
- 22.9. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employers' Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

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SECTION E: Estimated Budget/Method of Payment, Exhibit B

1. Signature Page

The Vendor proposes to provide PREA Audit Services for the New Hampshire Department of Corrections (NHDOC) in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P-37 (v. 5/8/15), section 1.7 - Completion Date.

AUTHORIZED SIGNATURE

DATE

NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

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

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

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2. Estimated Costs/Fee Schedule:

- 2.1. Service Fee Schedule Period: April 1, 2017 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2018 with the option to renew for two (2) additional periods of up to one (1) year each, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.
- 2.2. Fee Schedule for services shall include but not limited to all pre-audit, audit and post-audit work.
 - 2.2.1. If a Corrective Action Plan (CAP) period is initiated, please identify the cost of the CAP services separately from the cost of all pre-audit, audit and post-audit services.

3. Method of Payment:

- 3.1. Contractor shall provide itemized invoices, submitted no later than sixty (60) days post-date of services rendered.
- 3.2. Original invoices shall be sent to the NH Department of Corrections, Director of Professional Standards, PO Box 1806, Concord, NH 03302-1806.
- 3.3. Once approved, original invoices shall be forwarded to the Department's Bureau of Financial Services for processing.
- 3.4. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not in accordance with the instructions established by the NH Department of Corrections and Contract Terms and Conditions and Estimated Budget/Method of Payment, Exhibit B.
- 3.5. The NH Department of Administrative Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility and contain the following information:
 - Invoice date & number;
 - 3.5.1 Invoice date & number;
 - 3.5.2. Description of services rendered;
 - 3.5.3. Dates & location of said services(s) performed; and
 - 3.5.4. Cost of service.
- 3.6. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.
- 3.7. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on June 30, 2018.

4. Appropriation of Funding:

- 4.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
 - 4.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and

**Estimated Budget/Method of Payment
Exhibit B**

contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.

- 4.1.2. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the Contract.

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SECTION F: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

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SECTION G: Glossary of Terms:

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

Term	Acronym	Description/Definition
Alternate W-9 Form	ALT W-9	
Best and Final Offer	BAFO	
Certified Public Accountant	CPA	
Corrective Action Plan	CAP	
Eastern Standard Time	EST	
Estimated	Est	
Federal Fiscal Year	FFY	
Federal Insurance Contributions Act	FICA	
General Services Administration	GSA	
Governor and Executive Council	G&C	
National Prison Rape Elimination Commission	NPREC	
New Hampshire	NH	
NH Department of Corrections	NHDOC	
NH Correctional Facility for Women	NHCF-W	
NH State Prison for Men	NHSP-M	
Northern NH Correctional Facility	NCF	
Not Applicable	N/A	
Post Office Box	PO/P.O.	
Policy, and Procedure Directive	PPD	
Prison Rape Elimination Act	PREA	
Request for Bid	RFB	
Request for Information	RFI	
Request for Proposal	RFP	
Revised Statutes Annotated	RSA	Forms the codified laws of the State subordinate to the New Hampshire State Constitution.
Secure Psychiatric Unit	SPU	
Shipping & Handling	S&H	
State Fiscal Year	SFY	
State of NH Long Form Contract	P-37	
To Be Announced	TBA	
To Be Determined	TBD	
United States	US	
US Department of Justice	USDOJ	

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