



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

Date Posted: 2/27/2009

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

Re: RFP Title: Overhead Door Repair and Maintenance Services
RFP Number: NHDOC 09-12-GFMAINT
RFP Due Date: 4/10/2009, **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 (RFP) process.

A. TERMS, CONDITIONS AND PROCEDURES FOR SUBMITTING PROPOSALS

1. Brief Description:

Attached is a Request for Proposals and contract format for providing Overhead Door Repair and Maintenance services for the New Hampshire Department of Corrections (herein known as the "NHDOC," "State" or, "Department"). A contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning 7/1/2009, or, upon Governor and Executive Council approval, whichever is later, through 6/30/2011 with an option to renew for an additional period of up to two (2) years only after the approval of the Commissioner of Corrections and the Governor and Executive Council of the State of New Hampshire.

2. Vendor Conference: (THIS SECTION IS NOT APPLICABLE)

3. Facility Tours: (THIS SECTION IS NOT APPLICABLE)

Vendor Initials: _____

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

RFP: NHDOC 09-12-GFMAINT, closing date 4/10/2009

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4. Proposal Inquiries:

- 4.1. 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.
- 4.2. Inquiries must be received no later 3/20/2009.
- 4.3. Answers to all written inquiries received will be posted on the NHDOC website: <http://www.nh.gov/nhdoc/business/rfp.html>, on or prior to 3/27/2009.
- 4.4. All inquiries concerning this Request for Proposals shall be made in writing, citing the RFP Title, RFP Number, Page, Section, and Paragraph, and submitted to:

Attn: Donald Andrews, Administrator of Services, NH State Prison, PO Box 14, Concord, NH 03301-0014

5. Last Date of Vendor Inquiries:

Inquiries must be received no later than 2:00 pm, on 3/20/2009. Inquiries received after this date and time shall be addressed only if they are deemed by the NH Department of Corrections to be critical to the competitive bid process. An official written answer shall be posted on the NHDOC website to all questions meeting these requirements.

6. Specifications:

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

7. Proposal Submissions:

- 7.1. Please submit **one (1) original** complete proposal signed in **blue ink**. These original copies must be typed in **black ink**. All corrections must be initialed by the person with official authority to sign the contract.
- 7.2. In addition, submit **three (3) photocopies** of the proposal and **two (2) CD's** (MS Word, MS Excel, format(s) only).
- 7.3. Proposals that are not complete or unsigned shall be considered "technically non-compliant".
- 7.4. Proposal received after the deadline shall be considered "technically non-responsive" and the prospective vendor shall be so notified by the NH Department of Corrections and the proposal shall be sent back to the prospective vendor unevaluated.
- 7.5. Proposals **must be sealed** or they shall not be accepted.
- 7.6. The sealed proposal(s) shall be submitted in tabbed three-ring loose-leaf binders and shall follow the sequence of the RFP Check Sheet. The cover and spine of the binders shall state:
 - 7.6.1. the title of this RFP;
 - 7.6.2. the Vendor's organizational name; and,
 - 7.6.3. the submission date.

8. More than One Submission:

If submitting proposals for more than one NHDOC area, submit each different proposal in the same manner as above. Proposals that are not complete or unsigned will not be considered. Any proposal received after the deadline will be considered "technically non-responsive" and the Vendor will be so notified by the NH Department of Corrections.

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9. Document Alterations/Changes/Omissions:

It is unlawful to make any alteration(s) to the text or format of this document, or the text or format of any addendum or attachment to this document. A signature on the Cover Sheet of the person authorized to legally bind the Vendor to the terms of this Request for Proposals signifies that no alterations have been made to the original text or format of this Request for Proposals. Any alterations made to the original text of this document may result in the proposal being considered technically non-compliant.

10. Evaluation Criteria/Procedural:

- 10.1. The proposal shall be subject to a procedural review by the Contract Administrator prior to any other evaluation reviews to ensure the Proposal(s) submitted:
 - 10.1.1. conform in form and format to the instructions contained within the RFP;
 - 10.1.2. is complete;
 - 10.1.3. is properly executed; and
 - 10.1.4. contains all required supporting documentation.

11. Other Contractual Documents Provided by the NHDOC:

The State Long Form Contract, form P-37, is located as a separate link on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>

12. Labeling and Addressing the Proposal for Submission:

Please clearly mark the outside of your envelope *Overhead Door Repair and Maintenance (NHDOC 09-12-GFMAINT)*. Proposals must be received by the Contract Administrator, PO Box 1806, Concord, NH 03302-1806 or hand delivered to Room 324, on the third floor of the Main Building in the Governor Gallen State Complex, 105 Pleasant Street, Concord, NH no later than 4/10/2009 at 2:00pm EST. to be considered.

13. 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 preparation of proposals is the sole responsibility of the Vendor.

14. Financial Commitment:

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

15. Rejection of Proposals:

- 15.1. A Vendor's proposal may be rejected at any time if the Vendor:
 - 15.1.1. has any interest that may, in the sole discretion of NHDOC, conflict with performance of services for the State;
 - 15.1.2. fails to demonstrate to the satisfaction of NHDOC that it is in sound financial condition;
 - 15.1.3. fails to make an oral presentation if requested by NHDOC at a time, place, and in a manner satisfactory to NHDOC; and
 - 15.1.4. fails to reach agreement with NHDOC on any and all Contract terms.

16. Other Remedies for Technically Non-Compliant:

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

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- 16.1.1. seek clarification;
- 16.1.2. allow the Vendor to make corrections; or,
- 16.1.3. apply a combination of the two remedies.

17. Addendum(s) and/or Amendment(s) to, or Withdrawal of the RFP:

- 17.1. If NHDOC decides to amend or clarify any part of this RFP, a written amendment shall be provided to all Vendors on the NHDOC website: <http://www.nh.gov/nhdoc/business/rfp.html>.
- 17.2. NHDOC, at its discretion, may amend the RFP at any time prior to the Proposal Due date and terminate this procurement in whole or in part at any time.
- 17.3. The NH Department of Corrections at its discretion may request clarification from a Vendor of a Proposal submitted.
- 17.4. Whereas the Department may change the RFP up until the Proposals Due date listed in Table 32.1. if as a result of a change to the RFP the Department believes that Vendors will not have enough time to effect changes necessary to their Proposal prior to the Proposal Due date listed in Table 32.1 the Department may postpone the Proposal Due date for a period of up to 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 NHDOC website with the RFP prior to the Proposal Due Date listed in this RFP.

18. Proposal Submission:

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

19. Competition:

The NH Department of Corrections encourages free and open competition among Vendors. Specifications, proposals, and conditions are designed to accomplish this objective, consistent with the NHDOC's needs and guidelines.

20. 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.

21. Disclosure of Sealed Proposal:

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

22. Oral Presentation:

Prior to the determination of the award, Vendor(s) 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 during the period designated in the Schedule of Events.

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23. Terms of Submission:

All material received in response to this RFP shall become the property of the NHDOC and shall not be returned to the Vendor. Regardless of the Vendor(s) selected, the NHDOC reserves the right to use any information presented in a proposal. The content of each Vendor's proposal(s) shall become public information once a contract has been awarded and approved by the Governor and Executive Council of the State of New Hampshire.

24. Vendor Responsibility:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, and any resulting contract.

25. Evaluation and Award of Contract:

- 25.1. The New Hampshire Department of Corrections has approved this Request for Proposals (RFP) for issuance. The RFP process is a procurement option allowing the NHDOC to award contracts based upon the evaluation criteria established by the NHDOC.
- 25.2. Upon review by New Hampshire Department of Corrections and approval by the Governor and Executive Council, the signed contract shall become valid.
- 25.3. NHDOC, may, upon determining that no satisfactory applications 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 Request for Proposals for this particular service.
- 25.4. Evaluation of proposals shall be based on evaluation criteria established by the NHDOC.

26. Liability:

The NHDOC 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.

27. 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*" from Vendors submitting acceptable and /or potentially acceptable proposals. The "*BEST AND FINAL OFFER*" would provide Vendors 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.

28. Proposal Review and Evaluation Criteria:

- 28.1. NHDOC shall conduct an objective review of proposals received in response to this RFP process. The evaluation shall be based on the demonstrated capabilities of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP.
- 28.2. The NHDOC shall award contract(s) based on the best cost of estimated services to be provided, the ability to provide service, and the organization's financial stability.
- 28.3. Organizations shall be able to provide proof that technicians are eligible, through certification, or, licensure in the State of New Hampshire at any point during the contract procurement process and the contract term.
- 28.4. The Vendor must provide a signed and dated statement of financial stability.
- 28.5. References may be submitted; however they will not be rated with a score.
- 28.6. The NHDOC reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.

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29. Special Notes:

29.1. The headings of the sections of this RFP are for convenience only and shall not affect the interpretation of any section.

30. Budget Narrative: (Not Applicable)

31. Scoring Criteria for Contractor Comparison:

Category	Total Points Per Category
Cost:	100
1. Total Estimated Cost (100)	
Ability to Provide Services:	Adequate / Inadequate
1. Immediate availability	
2. Credentials and/or experience	
References: (0)	0
Financial stability of Contractor:	Adequate / Inadequate
1. Statement of Financial Stability	
Total of all Categories	100

Note: In the event that in either category (Ability to Provide Services, or, Financial Stability of the Contractor) the Vendor is assessed to be Inadequate the proposal will be returned to the Vendor stating the reason for the Proposal not being assessed further. References are not taken into consideration on an Adequate/Inadequate basis, but should be provided on the behalf of the Vendor even though they are not scored.

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Vendor Initials: _____

32. Schedule of Events (Timetable):

32.1. Table of Events and Important Dates:

Event #	Description of Event	Date of Event
1	RFP Issued	February 27, 2009
2	Written Inquiries Due From Vendor	March 20, 2009
3	DOC Posts Inquiries and Answers	March 27, 2009
4	Bidder Proposals Due	April 10, 2009
5	Presentations of Selected Bidders	By Request, If Necessary
6	Best & Final Offer	If Necessary
7	Contract Finalization	April/May 2009
8	Approval by the Governor and Executive Council	May/June 2009
9	Expected Services Start Date	July 1, 2009, or, upon G&C approval, which ever is later.

Note: The above Table of Events and Important Dates may be altered at any time by the Department with the exception of No. 4. – Vendor Proposals Due. The Vendor Proposals Due date cannot be changed in order to maintain the integrity of the public contract procurement process of the State of NH except for the reasons as stated in section - 17.4 of the terms and conditions of this RFP.

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Vendor Initials: _____

PROPOSAL FOR:

Providing Overhead Door Repair and Maintenance for the New Hampshire Department of Corrections (locations listed in Exhibit A). This section is for the purpose of ensuring that the Vendor has included all information on all treatment services. The Vendor must bid on all services No partial treatment service bids shall be accepted.

Responding to RFP Number: NHDOC (09-12-GFMAINT)

PLEASE TYPE OR CLEARLY PRINT IN THE SPACES PROVIDED BELOW.

1. **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.

(Name of the Organization as Written on the Certificate of Good Standing)

2. VENDOR: _____

Name of Corporation or Respondent

(Physical Address of the Organization - NO PO Box #'s)

3. ADDRESS: _____

Street Address

City or Town

State

Zip Code

4. SIGNATURE : _____ Initials: _____

5. DATE SIGNED: _____

6. TITLE OF SIGNATORY: (title of signatory) _____

7. NAME OF SIGNATORY: (name of signatory) _____

8: CONTACT PERSON: (contact person if different from signatory) _____

9. TELEPHONE: (telephone number of contact person) _____

10. E-MAIL: (email of contact person) _____

11. FAX: (fax number of contact person) _____

Vendor Initials: _____

Format for Submission:

- Please submit **three (1) original** complete proposal signed in **blue ink**. This original copy must be typed or clearly printed in **black ink**. All corrections must be initialed. Submit **three (3) photocopies** of the original Proposals and **two (2) CD's of proposals in MS Word or MS Excel**. Proposals that are not complete or unsigned will be considered "technically non-compliant". Any proposal received after the deadline will be considered "technically non-responsive" and the Vendor will be so notified by the NH Department of Corrections and the proposal will be sent back to the Vendor unopened. Proposals must be **sealed** or they will not be accepted. Do not staple any part of your proposals. Only use paper clips or binder clips to secure and separate your proposals. **Vendor's MUST initial the bottom corner of each page of their Proposal.**

If interested in submitting a proposal for these services, please fully complete, execute and return every page of this RFP and additionally submit the following:

- Attachment 1 - Rules of Conduct – ([Attachment 1](#));
- Attachment 2 - Administrative Rules - ([Attachment 2](#));
- Attachment 3 - Confidentiality of Information Agreement ([Attachment 3](#));
- Attachment 4 - Certificate of Authority (execute and submit only the one that applies to your entity) ([Attachment 4 Corp W/Seal](#), [Attachment 4b WO/Seal](#), [Attachment 4d Partnership](#), [Attachment 4c Sole Proprietor](#));
- Attachment 5 - Alternate W-9 Form ([W-9 Document](#));
- Attachment 6 - Contract Form P-37; ([P-37 Document](#)).
 - Please fully execute: Items 1.3, 1.4, 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.

All documentation listed above are necessary for the successful completion and submission of Proposals. They are located on the following webpage: <http://www.nh.gov/nhdoc/business/rfp.html> under the heading "*TOOLS AND RESOURCES FOR BIDDERS.*" (Direct link to above document web page: <http://www.nh.gov/nhdoc/business/RFPBiddingTools.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**) (This document can be found as a link on this webpage) In order to obtain a Certificate, write directly to the Secretary of State, Corporate Division, State House Room 204, 107 North Main Street, Concord, NH 03301-4989. 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. In the event that you need to expedite the request, you may fax the request to (603) 271-3247 or go in person to request a copy and you will be billed (CALL FOR FEES) for the expedited service. Include your mailing address, corresponding check number, telephone and fax numbers. You will receive a fax of the Certificate in addition to a mailed copy.
- Certificate of Insurance: (NOT INCLUDED HEREIN, **must be provided by vendor**) You must contact your Insurance provider and follow their processes to get this form pursuant to section 14 of the State Long Form Contract (Link: [P-37 Document](#)). The NH Dept. of Corrections, PO Box 1806, Concord, NH, 03302-1806 must be listed at the certificate holder on the document. Once obtained you may include it with your responding Proposal. If necessary you may have your insurance provider fax the Department of Corrections a copy of the form. Faxes are to be sent to: (603) 271-5639, care of the Contract Administrator.

Vendor Initials: _____

1. Description of Services, Location and Duration:

- 1.1. The Contractor agrees to provide labor, parts and materials to repair Overhead Doors, as needed for the NH Department of Corrections sites listed below, for the period from 7/1/2009, or, upon G&C approval, whichever is later, through 6/30/2011.
- 1.2. This Contract may be renewed for an additional period of up to 2 years, with mutual agreement of the parties and upon approval by the Governor and Executive Council of the State of New Hampshire.
- 1.3. The locations are listed below. Locations requiring this service are marked with an X:

NH DOC Locations Requiring this Service

<input checked="" type="checkbox"/>	NH State Prison for Men	281 North State Street,	Concord, NH. 03301
<input checked="" type="checkbox"/>	Northern NH Correctional Facility	138 East Milan Road,	Berlin, NH. 03570
<input checked="" type="checkbox"/>	Lakes Region Facility	1 Right Way Path,	Laconia, NH. 03246
<input checked="" type="checkbox"/>	NH State Prison Warehouse	295 North State Street,	Concord, NH. 03301

NOTE: Other locations or sites may be added / deleted upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor.

2. Total Populations for all relevant NHDOC Facilities:

2.1.

- 2.1.1. Gender Based Populations: Not Applicable
- 2.1.2. Location Based Populations:

	Facility	Total Inmate Population by Facility as of 2-10-2009:
2.1.2.1.	NH State Prison for Men	1,440
2.1.2.2.	NH State Prison for Women	160
2.1.2.3.	Lakes Region Facility	346
2.1.2.4.	Northern NH Correctional Facility	555
2.1.2.5.	Transitional Work Center	141
2.1.2.6.	Calumet House	64
2.1.2.7.	North End House	48
2.1.2.8.	Shea Farm	42
2.1.2.9.	Total Inmate Population as of 2-10-2009	2,796

Vendor Initials: _____

3. General Service Provisions:

- 3.1. The NHDOC Administrator of Services or designee shall contact the Vendor when service is needed.
- 3.2. Documentation shall be provided by the Vendor for every service call, and shall include the location and time of service, a description of the work completed, a description and model number of the parts used to complete the service call, and total hours worked to complete service call in increments of fifteen minutes.
- 3.3. The Vendor must be able to be contacted by telephone seven (7) days a week, twenty-four (24) hours a day, including holidays. In case of an answering machine, or, recordable message device or service, the Vendor must return the call to NHDOC site where it originated within 60 minutes.
- 3.4. The Vendor must respond to any emergency within four (4) hours from the time the call was made by the NHDOC and complete the repair before leaving for the day.
- 3.5. Should the Vendor be unable to complete the repair that day, the Vendor must notify in writing the reason for the delay, i.e. parts unavailable, repair is ongoing, requires additional time to complete. When the repair is over \$500 the Vendor must submit a written estimate of the total cost of the job and wait for approval before starting the repair.
- 3.6. The Vendor must furnish their own tools that are necessary to complete the repair.
- 3.7. All work performed by the Vendor will be under the supervision of an agency maintenance employee or designee.
- 3.8. The Vendor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 3.9. For all non-emergency calls, the Vendor and the NH DOC will set up a time for the repair.
- 3.10. The Vendor will maintain an adequate supply of all parts to reasonably maintain all equipment.
- 3.11. Contract may be extended for an additional period of up to two-years, upon mutual agreement between the Vendor and the NH Department of Corrections and approval of the Governor and Executive Council of the State of New Hampshire.
- 3.12. Upon agreement of both parties' additional equipment and/or other facilities belonging to the NH Department of Corrections may be added to the contract. If it is necessary to increase the price limitation of the contract this provision will require Governor and Executive Council approval.
- 3.13. The Vendor will be responsible for providing the Name, DOB and Social Security number of all employees the Vendor plans to assign to work at the NH Department of Corrections facilities. The NH DOC will do a criminal record check on all prospective workers who might be assigned to any NH DOC facility. Anyone who is found to have a criminal record may not be allowed to work at these facilities. Names must be submitted to the Administrator of Services at least 7 days before work is scheduled to begin. This rule applies for any new Vendor employees that are assigned to work at any NH DOC facility. This policy applies for the duration of the contract.
- 3.14. If the Vendor needs to hire a subcontractor, authorization by the Administrator of Services or designee must be obtained in advance and the employees of the subcontractor will be subject to a criminal record check as stated in #3.13 above. No mark up to subcontractor invoice will be allowed. Copies of invoices for subcontracted services MUST be submitted with the Vendor's billing.
- 3.15. Any and all tools, containers and vehicles the Vendor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH DOC security staff at any and all times while on NH DOC facility grounds.

Vendor Initials: _____

4. Standard Contractual Requirements:

- 4.1. The Contractor shall adhere to and maintain compliance with the following: consent decrees, state laws and regulations, Departmental policy and procedure directives and accreditation standards as applicable.
- 4.2. The Contractor shall adhere to Department's confidentiality policy and procedure directives.
- 4.3. The Contractor shall ensure that qualified professionals provide the services required.
- 4.4. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 4.5. The Department may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person so removed or denied access are delivered.
- 4.6. Information: (**Note: Sec. 3.21. "Information" shall survive the expiration of the Contract**)
 - 4.6.1. In performing its obligations under the Contract, the Vendor may gain access to information of the inmate/customer, including confidential information. The Vendor 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 Vendor's performance under the Contract.
 - 4.6.2. The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all information of the inmate/customer that becomes available to the Vendor in connection with its performance under the Contract.
 - 4.6.3. Any disclosure of the inmate/customer's information shall require prior written approval of the NHDOC. The Vendor shall immediately notify the NHDOC if any request, subpoena or other legal process is served upon the Vendor regarding the inmate/customer's information, and the Vendor shall cooperate with the NHDOC in any effort it undertakes to contest the subpoena or other legal process.
 - 4.6.4. In the event of unauthorized use or disclosure of the inmate/customer's information, the Vendor shall immediately notify the NHDOC, and the NHDOC shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.
 - 4.6.5. Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the NHDOC is subject to the Right to Know law, RSA Chapter 91-A. The NHDOC shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with RSA Chapter 91-A.
 - 4.6.6. In the event the NHDOC receives a request for the information identified by the Vendor as confidential or proprietary, the NHDOC shall notify the Vendor and specify the date the NHDOC will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the NHDOC shall release the information on the date specified in the NHDOC's notice to the Vendor.
- 4.7. Change of Ownership: In the event that the Vendor should change ownership for any reason whatsoever, the NHDOC shall have the option of continuing under the Contract with the Vendor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Vendor or, its successors or, assigns for such period of time as determined necessary by the NHDOC, or immediately terminating the Contract.

Vendor Initials: _____

- 4.8. Cancellation of the Contract: The NH Department of Corrections reserves the right to cancel this contract for the convenience of the State with no penalties by giving the Vendor 60 days notice of said cancellation.
- 4.9. Declaration of Liaison: The Vendor shall, within (5) days after the award of the Contract: submit a written identification and notification to NHDOC of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Vendor's performance under the Contract.
 - 4.9.1. Any written notice to the Vendor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid, and addressed to the person designated by the Vendor under this paragraph.
 - 4.9.2. The Vendor 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.
- 4.9. Vendor Contract Liaison Responsibilities: The Vendor shall designate a representative to act as liaison between the Vendor and NHDOC for the duration of the Contract. The representative shall be responsible for:
 - 4.9.1. representing the Vendor on all matters pertaining to the Contract. Such a representative shall be authorized and empowered to represent the Vendor regarding all aspects of the Contract;
 - 4.9.2. monitoring the Vendor's compliance with the terms of the Contract;
 - 4.9.3. receiving and responding to all inquiries and requests made by NHDOC in the time frames and format specified by NHDOC in this RFP and in the Contract; and
 - 4.9.4. meeting with representatives of NHDOC on a periodic or as-needed basis to resolve issues which may arise.
- 4.10. NHDOC Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner of Corrections, or designee, shall act as liaison between the Vendor and NHDOC for the duration of the Contract. NHDOC reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Vendor with written notice of such change. NHDOC representative shall be responsible for:
 - 4.10.1. representing NHDOC on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NHDOC regarding all aspects of the Contract subject to Governor and Executive Council approval, where needed;
 - 4.10.2. monitoring compliance with the terms of the Contract;
 - 4.10.3. responding to all inquiries and requests related to the Contract made by the Vendor, under the terms and in the time frames specified by the Contract;
 - 4.10.4. meeting with the Vendor's representative on a periodic or as-needed basis and resolving issues which arise; and,
 - 4.10.5. informing the Vendor of any discretionary action taken by NHDOC pursuant to the provisions of the Contract.
- 4.11. Reporting Requirements: The Vendor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by NHDOC including but not limited to:
 - 4.11.1. monthly summary of the sales of services provided by inmate,
 - 4.11.2. It is the intent of NHDOC to work with any contractor to provide any reporting required that meets our needs.
 - 4.11.3. The NHDOC welcomes suggestions from Vendors that would result in a more efficient administration of any contract resulting from this RFP.

Vendor Initials: _____

- 4.11.4. Any information requested would be specific to NHDOC inmates only.
- 4.12. Performance Evaluation: NHDOC shall, at its discretion:
 - 4.12.1. Monitor and evaluate the Vendor's compliance with the terms of the Contract.
 - 4.12.2. Meet with the Vendor at a minimum of twice a year to assess the performance of the Vendor relative to the Vendor's compliance with the contract as set forth in the approved contract document.
 - 4.12.3. Review reports submitted by the Vendor. NHDOC shall determine the acceptability of the reports. If they are not deemed acceptable, NHDOC shall notify the Vendor and explain the deficiencies.
 - 4.12.4. Request Additional Reports the NHDOC deems necessary for the purposes of monitoring and evaluating the performance of the Vendor under the Contract.
- 4.13. Modifications to the Contract: In the event of any dissatisfaction with the Vendor's performance the NH DOC will inform the Vendor of any dissatisfaction and will include requirements for corrective action;
 - 4.13.1. The Department of Corrections has the right to terminate the contract, if NHDOC determines that the Vendor is:
 - 4.13.1.1. not in compliance with the terms of the Contract; or,
 - 4.13.1.2. as otherwise permitted by law or as stipulated within this contract.
 - 4.13.2. Any change in the Contract including the Vendor responsibilities and NHDOC responsibilities described herein, whether by modification and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Vendor and the Department of Corrections of the State of New Hampshire and approved by the Governor and Executive Council.
 - 4.13.3. Any such amendment shall specify an effective date, any increases or decreases in the amount of the Vendor's compensation if applicable and entitled as an "Amendment", and signed by the parties identified in the preceding sentence.
 - 4.13.4. The Vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the Contract.
 - 4.13.5. All "Amendments" are subject to approval by the Governor and Executive Council.
- 4.14. Coordination of Efforts: The Vendor shall fully coordinate his or her activities in the performance of the Contract with those of the NHDOC. As the work of the Vendor progresses, advice and information on matters covered by the Contract shall be made available by the Vendor to NHDOC as requested by NHDOC throughout the effective period of the contract.
- 4.15. Ownership Rights: All material developed or acquired by the Vendor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Vendor shall be released to the public without the prior written consent of NHDOC.
- 4.16. Transference: The Vendor shall not assign any interest in the Contract and shall not transfer any interest, whatsoever, in the Contract without the prior written consent of the Department of Corrections.
- 4.17. Antitrust: The Vendor understands and agrees that the Contract shall constitute an assignment by the Vendor to NHDOC of all rights, title and interest in and to all causes of action that the Vendor may have under the antitrust laws of the United States or the state for which causes of action have accrued or will accrue as the result of or in relation to the particular goods or services purchased or procured by the Vendor in the fulfillment of the Contract with NHDOC.

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5. Personal Interest:

- 5.1. No official or employee of NHDOC or its governing body and no other public official of the State who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the scope of work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the Contract or proposed Contract.
- 5.2. The Vendor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Vendor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the Contract.
- 5.3. The Vendor represents itself to be an independent Vendor offering such services to the general public and shall not represent its employees to be employees of the NHDOC. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, et cetera... and agrees to indemnify, save, and hold NHDOC and the State, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Vendor shall further understand that neither NHDOC nor the State can save and hold-harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Vendor or any activity of the Vendor's employees performed in connection with the Contract.

6. Bankruptcy or Insolvency Proceeding Notification:

- 6.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Vendor must notify the NH Department of Corrections immediately.
- 6.2. 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.

7. Legal Compliance: The Contract shall be construed according to the laws of the State of New Hampshire. The Vendor shall comply with all local, state and federal laws and regulations related to the performance of the Contract to the extent that the same may be applicable.

8. Payments: Payment will be made to the NH Department of Corrections either electronically or at the address to be identified in the Contract. The State's tax-exempt certificate number is 026000618W.

9. Appropriation of Funding:

- 9.1. The Vendor shall agree that the funds expended for the purposes of the Contract must be appropriated by and through the NH Legislative Budgeting Process.
- 9.2. The requirements stated in 9.1 above shall apply to any amendment or the execution of any option to extend the Contract.

10. Embodiment of the Contract:

- 10.1. The Contract between the NHDOC and the Vendor shall consist of:
 - 10.1.1. the Request for Proposal (RFP) and any amendments thereto;
 - 10.1.2. the proposal submitted by the Vendor in response to the RFP; and/or

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- 10.1.3. a 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 which is approved by the Governor and Executive Council of the State of New Hampshire.
 - 10.2. 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 10.1.3. shall govern.
 - 10.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's proposal.
 - 10.4. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern.
 - 10.5. The Vendor is cautioned that their proposal shall be subject to acceptance by the NH Department of Corrections without further clarification.
11. Right to Remedy: No provision in this document or in the Vendor's proposal shall be construed, expressly or implicitly, as a waiver by NHDOC of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract.
12. Cancellation of Contract:
- 12.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Vendor with a written notice of such cancellation.
 - 12.2. 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 Vendor.
 - 12.3. The NH Department of Corrections (NHDOC) reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least 60 days prior to the effective termination date.
13. Liability: The Vendor shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the Contract. In addition to the liability imposed upon the Vendor on account of personal injury, bodily injury (including death) or property damage suffered as a result of the Vendor's performance under the Contract, the Vendor assumes the obligation to save the State of New Hampshire including its agencies, employees, and assigns, harmless and to indemnify the State of New Hampshire including its agencies, employees, and assigns, from every expense, liability or payment arising out of such negligent act. The Vendor also agrees to hold the State of New Hampshire, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any sub-contractor or other person employed by or under the supervision of the Vendor under the terms of the Contract.
14. Legal Amendments:
- 15.1. In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

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- 15.2. Each and every provision of law and clause required by law to be inserted herein and the Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
16. Errors and Omissions Insurance: The Vendor shall maintain errors and omissions insurance in sufficient amounts to protect the State of New Hampshire and the general public against any loss or damage. The Vendor shall indemnify and hold the State harmless against any and all loss, damage, and expense with respect to the Contract resulting from or arising out of dishonest, fraudulent, or criminal acts of the Vendor's employees acting alone or in collusion with others.
17. Confidentiality: Any Vendor that is awarded a Contract must comply with all state and federal laws and regulations relating to confidentiality and privacy, including, but not limited to, rules or regulations of NHDOC.
18. Vendor Transition: NHDOC, at its discretion, in any Contract resulting from this RFP, may require the Vendor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.
19. 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.
20. Additional Items/Locations: Upon agreement of both party's additional equipment and/or other facilities belonging to the Department of Corrections may be added to the contract.
21. Employee Information: The contractor shall be responsible for providing the name, DOB and Social Security number of all employees the contractor plans to assign to work at the NH Department of Corrections facilities. DOC shall do a criminal record check on all prospective workers who might be assigned to any departmental facility. Anyone who is found to have a criminal record may not be allowed to work at these facilities. Names must be submitted to the Administrator of Services at least 7 days before work is scheduled to begin. Any new employees that are assigned to work at any DOC facility, the same rules apply for the duration of the contract.
22. Institutional Rules: The Vendor shall follow the Department of Corrections Rules of Conduct and the Administrative Rules and any and all rules of the institution which they are servicing.
23. Tool Inventory: Any tool the contractor needs to provide to perform the required services must be inventoried before entering and leaving the facility.
24. Force Majeure: Neither the Contractor nor the NH Department of Corrections (Department) acting for the State of New Hampshire (the State) shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, block outs, riots, acts of Terrorism or War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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25. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the Department 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 Department, or immediately terminating the Contract.

26. Special Notes:

- a. The headings of the sections of this RFP are for convenience only and shall not affect the interpretation of any section.
- b. The NHDOC reserves the right to require use of a third party administrator during the life of the contract.

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The Vendor proposes to provide Overhead Door Repair and Maintenance for New Hampshire Department of Corrections (Department) inmates in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an addendum section labeled "Exhibit B, Addendum 1" for providing such coverage and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor in Exhibit B represents the total price for providing all services according to the provisions and requirements of the RFP/Contract (NHDOC 09-12-GFMAINT), which shall remain in effect until the contract completion date as listed on the State Contract form P/37, section 1.16 - 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 AND CURRENT NHDOC MEDICAL STAFFING INFORMATION 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" from the Vendor(s) submitting acceptable and /or potentially acceptable proposals. The "BEST AND FINAL OFFER" would provide the Vendor(s) 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 Vendors' Proposal (Request for Proposals) shall not commit the Department to award a contract.

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

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1. Method of Payment:

- 1.1. Services are to be invoiced monthly commencing 30 days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.
- 1.2. Invoices shall be sent to the Administrator of Services (Attn: Donald Andrews, Administrator of Services, NH State Prison, PO Box 14, Concord, NH 03301) for approval.
- 1.3. The NH Department of Corrections may make adjustments of the payment amount and/or suspension of payments if the following occur: The monthly invoice is not submitted in accordance with the instructions established by the NHDOC.
- 1.4. The NHDOC Bureau of Financial Services shall issue payment to the Contractor within 30 days of receipt of an approved invoice.
- 1.5. Payments:
 - 1.5.1. 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 026000618W.
- 1.6. Appropriation of Funding:
 - 1.6.1. 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.
 - 1.6.2. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit the Department the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
 - 1.6.3. 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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1. All labor costs for maintenance is in accordance with the terms of the contract pricing will be as follows:
2. Hourly rate for service calls are as follows. Rate must indicate one price per team. A team is two or more people. Prior approval by the Plant Engineer or designee is required whenever a team is needed.
3. The vendors normal work schedule is:
 - 3.1 Monday through Friday _____ a.m. to _____ p.m.
4. Vendors hourly rate is:

	Cost/Hour
4.1 Charge per hour per person	_____
4.2 Charge per hour per- person for overtime	_____
4.3 Charge per hour - per -team for overtime	_____
4.4 Charge per hour per team for overtime	_____
5. Contract may be awarded to 4 separate vendors. A vendor may bid on any location or all locations separately. The facilities to bid on are; Concord, Laconia and Berlin. Contract will be awarded to the lowest bid for each location.

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Vendor Initials: _____

6. Concord Area

Location	# of Hrs/ Person	Cost	# of Hrs/ Team	Cost	# of Hrs/ Person OT	Cost	# of Hrs/ Team OT	Cost
6.1 NH State Prison/Men	78	\$	4	\$	10	\$	4	\$
6.2 NH State Prison/Wse	24	\$		\$	4	\$		\$
6.3 Add lines 6.1 – 6.2 Total Cost	102	\$	4	\$	14	\$	4	\$
6.4 Total cost for one year	1 Year for Facilities In the Concord Area Add Line 6.4 "Cost"							\$

7. Laconia

Location	# of Hrs/ Person	Cost	# of Hrs/ Team	Cost	# of Hrs/ Person OT	Cost	# of Hrs/ Team OT	Cost
7.1 Lakes Region Facility	24	\$	2	\$	4	\$	2	\$
7.2 Add line 7.1 total cost	24		2		4		2	
7.3 Total Cost for one year	1 Year for Laconia Area Add Line 7.2 "Cost"							\$

8. Berlin

Location	# of Hrs/ Person	Cost	# of Hrs/ Team	Cost	# of Hrs/ Person OT	Cost	# of Hrs/ Team OT	Cost
8.1 Northern NH Corrections Facility	24	\$	2	\$	4	\$	2	\$
8.2 Add line 8.1 total cost	24		2		4		2	
8.3 Total cost for one year	1 Year for the Berlin Area Add Line 8.2 "Cost"							\$

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9. Charge for travel time tolls and mileage per round trip for service calls. Travel time will not be included in the hourly rate.

		<u>Cost/Trip</u>	<u># of Trips</u>	<u>Total Cost/Trip</u>
9.1	Concord	_____	X 20	_____
9.2	Berlin	_____	X 6	_____
9.3	Laconia	_____	X 6	_____

9.4 The NH Department of Corrections will pay from vendor's place of business to NHDOC facilities for service calls. State will pay for actual time worked at 15-minute increments.

10. Total cost for one (1) year for the Concord Area (add lines 6.4 & 9.1) \$ _____

10.1 Total cost for two (2) year for the Concord Area (multiply line 10 X 2) \$ _____

11. Total cost for one (1) year for the Laconia Area (add lines 7.3 & 9.3) \$ _____

11.1 Total cost for two (2) year for the Laconia Area (multiply line 11 X 2) \$ _____

12. Total cost for one (1) year for Berlin Area (add lines 8.3 & 9.2) \$ _____

12.1 Total cost for two (2) year for Berlin Area (multiply line 12 X 2) \$ _____

13. The vendor will supply the cost and percentage for all materials that are required to maintain and repair Overhead Doors. (Fill out the following schedule –use the dollar amount in the “Vendors Cost for Parts (estimated)” column for your calculations.

	Vendor's Cost Range Categories for Parts	Vendor's Cost for Parts (estimated)	Percentage Over Vendor's Cost for Parts	Total Cost Plus Percentage Over Vendor's Cost
13.1	\$0 - \$499.99	Parts @ \$450.00		
13.2	\$500.00 - \$999.99	Parts @ \$900.00		
13.3	\$1,000 and over	Parts @ \$3,500.00		

13.4 Cost for one (1) year add lines 13.1 through 13.3 \$ _____

13.5 Total cost for two (2) years multiply 13.4 X 2 \$ _____

13.6 Vendor's invoice to the State shall contain both their cost. Mark up, and be accompanied by their cost, mark up, and be accompanied by their Vendor's Cost Invoice, except for items under \$25.

14. This is a two (2) year contract, which begins July 1, 2009, or, upon the date of approval by the Governor and Executive Council, whichever is later, through June 30, 2011.

14.1 Total cost the two (2) year contract add lines 10.1, 11.1, 12.1, & 13.5 \$ _____

Vendor Initials: _____

1. This Contract may be renewed for an additional period of up to 2 years, with mutual agreement of the parties and upon approval by the Governor and Executive Council of the State of New Hampshire.

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Vendor Initials: _____