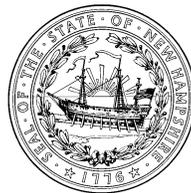


NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL



NHDOC 12-06-IFPRGMS

Inmate Retail Store Services

ISSUE DATE: March 30, 2012

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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CONCORD, NH 03302-1806

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William L. Wrenn
Commissioner

Bob Mullen
Director

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

March 30, 2012

RFP Title: Inmate Retail Store Services
RFP Number: NHDOC 12-06-IFPRGMS
RFP Due Date: May 11, 2012, no later than 2:00PM, EST
RFP Service Region: NH State Prison for Men and NH Department of Corrections Warehouse,
Concord, NH.

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 Proposals and Contract format to provide Inmate Retail Store Services for the New Hampshire Department of Corrections (herein known as the "NHDOC," "State," "Corrections," 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 7/1/2012 or upon approval of the Governor and Executive Council (G&C) whichever is later through 6/30/2014.

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 7/1/2012 or upon approval of the Governor and Executive Council of the State of New Hampshire whichever is later through 6/30/2014 with an option to renew for one (1) additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

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**Request for Proposals (RFP)
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3. Statement of Purpose:

The purpose of this Request for Proposal is for the provision of retail store space, sales staff, advertising and pickup/transit services of crafts/products free of charge to the NH Department of Corrections. The retail store space will provide inmates of the NH Department of Corrections that participate in the Hobbycraft Program an open forum to display and sell artistic crafts/products on consignment and provide a venue which an inmate could send crafts/products to a location to be sold or picked up by family and/or friends. It is the Department's vision that the value of the retail store space, labor of the Vendor's sales staff, advertising and pickup/transit services by the Vendor shall be free of charge in lieu of a commission to the Vendor for each craft/product sold by the Vendor, or picked up by inmate family and/or friends.

4. Vendor Conference: (NOT APPLICABLE)

5. Facility Tours: (NOT APPLICABLE)

6. 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.

6.1. Inquiries shall be received no later than 2:00PM EST, on April 13, 2012.

6.2. Inquiries 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 April 13, 2012.

6.3. 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:

<p>NH Department of Corrections Attn: Recreation Department, Hobbycraft Foreman P.O. Box 14 Concord, NH 03302-1806 Tel: (603) 271-1852 Fax: (603) 271-0411 nhspmrecstaff@nhdoc.state.nh.us</p>

7. NH Department of Corrections Response Date for Vendor Inquiries:

An official written answer to all written inquiries received meeting the requirements found in Section Six (6), Proposal Inquiries, will be posted on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> on or prior to April 27, 2012.

8. Last Date for Letter of Intent: (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.

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

- 10.1. Instructions:
- 10.1.1. Please submit **two (2) complete original** proposals, to include the Terms and Conditions pages, signed and initialed as appropriate on each page in **blue ink**. The original copies must be typed or clearly printed in **black ink**. All corrections **must be initialed** by the contract signatory.
 - 10.1.2. In addition, submit **two (2) photocopies**, fully executed, and a fully executed PDF file of the proposal on **one (1) Thumb drive**.
 - 10.1.3. Proposals that are not complete (omission of requested proposal documents) or unsigned shall be considered "technically non-compliant."
 - 10.1.4. Proposals received after the deadline shall be considered "technically non-responsive." The prospective Vendor shall be so notified by the NH Department of Corrections and the proposal shall be sent back to the prospective Vendor unopened and unevaluated.
 - 10.1.5. Proposals **must be sealed** or they shall not be accepted.
 - 10.1.6. **Do not staple** any part of the proposals. **Do not use three (3) ring binders** for any part of the proposals.
 - 10.1.7. Please use only binder clips to secure and/or separate sections of the proposals.
 - 10.1.8. **Sealed proposals shall follow the sequence of the Proposal Check Sheet.**
 - 10.1.9. Absence of any documentation identified in the Proposal Check Sheet may be considered "technically non-compliant."
 - 10.1.10. Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM, EST on **May 11, 2012** to be considered.
 - 10.1.11. **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. Required RFP Documents: All identified documents found on the Proposal Check Sheet are required documents and shall 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:
- 10.2.1. **Executive Summary** (not to exceed 2 pages) – Briefly summarize to provide an overview of the organization's (including any networks or subcontractors to be involved) experience and success operating a retail business.
 - 10.2.2. **Organizational Capability** (not to exceed 5 pages) – Describe the overall mission, program 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 organization's experience and capability to provide the required services as described in Exhibit A, Scope of Services, and meet any or all performance measures required. This includes but not limited to: a) its overall ability to effectively manage the requirements of the RFP; b) the availability of qualified and experienced personnel; and c) resources offered and required for the proposed services: retail space, staffing, advertisement and transportation.
 - 10.2.3. **Technical Capability** (not to exceed 2 pages) – Describe, concisely how the organization will provide the required technical services as described in Exhibit A, Scope of Services, to include but not limited to:
 - Describe the organization's ability to provide and adhere to the reporting requirements. Please provide the following samples: (1) Weekly Sales Log (2) Itemized Monthly Sales Report;
 - Describe the organization's ability to provide a thirty (30) day transition period upon award of the contract. This narrative shall describe operationally how the program is set up to achieve the stated objectives as identified in the RFP;

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- Please provide pictures and diagrams of the retail store space as described in Section 4, Scope of Services, Exhibit A.
- 10.2.4. **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 and submit with your Proposal one of the following:

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 CPA firm

- 10.2.5. **References** – Qualitative references shall be submitted. The Vendor shall grant the NH Department of Corrections permission to contact the reference upon submission of reference information. The Vendor shall provide the following information for each reference:
- Name and address of organization or person;
 - Contact name, title, e-mail address, telephone and fax number of contact person; and
 - Website address.

10.3. **Order of Required RFP Documents:** Please submit the required RFP documents in the order specified on the Proposal Check Sheet.

10.4. **Format Requirements:**

10.4.1. Font Style12 Point, Times New Roman

10.4.2. Line SpacingOne and a half

10.4.3. Headers & FootersEach page shall have the organization’s name, the Department of Corrections program title and location, in the upper right hand corner. Pages shall be numbered. Footers may be used for numbering pages and identifying sections.

10.4.4. TabsDo not include section tabs

10.4.5. BindingDo not bind, staple or 3-hole punch.

10.5. **Labeling and Addressing Proposal:** Please clearly mark the outside of your envelope ***RFP 12-06-IFPRGMS: Inmate Retail Store Services***. Proposals shall be received (not simply post-marked) by the NH Department of Corrections, Grants Program Coordinator, P.O. Box 1806, Concord, NH 03302-1806 or hand delivered to Room 321, South, on the third (3rd) 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 **May 11, 2012 at 2:00PM EST**, to be considered.

11. Submission Criteria:

Proposals that are not complete or unsigned will not be considered. Any proposal received after the deadline shall be considered "technically non-responsive" and the Vendor will be notified by the NH Department of Corrections.

11.1. Partial service proposals shall not be accepted. All proposals shall be submitted for the full scope of services being requested within the RFP.

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- 11.2. If a partial service proposal is received, it shall be considered “technically non-responsive” and the Bidder will be notified by the NH Department of Corrections.
- 11.3. If an unsigned proposal is received in response to the RFP, the Vendor will be notified by the NH Department of Corrections.
- 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 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. A signature on the 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-compliant.”

13. Evaluation Criteria/Procedure:

Proposals shall be subject to a procedural review by the Grants Program Coordinator prior to any other evaluation review to ensure the proposals submitted:

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

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

The State Long Form Contract, form P-37, version 1/09, Certificates of Authority/Vote, Comprehensive General Liability Insurance Acknowledgement Form, Alternate W-9 Form, and Administrative Rules, Rules of Conduct and Confidentiality of Information Agreement are located as a separate link on the New Hampshire Department of Corrections website: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.html.

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 such time as 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 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;

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- 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;
- 17.5. Fails to reach agreement with NH Department of Corrections on any and all Contract terms; and
- 17.6. Fails to provide proof of licenses, permits and/or certifications for the life of the Contract and any renewals thereof.

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 remedies.

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

- 19.1. If NH Department of Corrections decides to amend or clarify any part of this RFP, a written amendment shall be provided to all Vendors on the NH Department of Corrections website: <http://www.nh.gov/nhd/doc/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.

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. The Vendor is 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.

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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 proposal and 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.

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 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 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*” 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 New Hampshire 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.

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 Team and scored comparing the Vendor’s proposal to the evaluation criteria and specifications defined in the RFP.

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. Only the consensus score sheet will be used to designate the point value assigned to each proposal.

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. NH Department of Corrections reserves the right to award more than one Contract resulting from evaluation of proposals submitted in response to this RFP, as well as the right to reject all proposals. The NH Department of Correction’s reserves the right to enter into concurrent negotiations with more than one respondent. If the NH Department of Corrections enters into concurrent

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- negotiations with more than one respondent, the Contract award may be determined as a result of those negotiations.
- 33.5. The NH Department of Corrections will award a Contract based on the following criteria:
- 33.5.1. Ability to Provide Services;
 - 33.5.2. Organizational Resources and Capability;
 - 33.5.3. Acceptability of Pricing and Commission;
 - 33.5.4. Financial Stability; 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. Ability to Provide Services: (35 Points)	35
34.1.1.1. Ability to provide, meet and effectively manage the requirements and Scope of Services: (15 points) 34.1.1.2. Experience in operating retail establishment: (10 points) 34.1.1.3. Immediate availability: (10 points)	
34.1.2. Organizational Resources and Capability: (40 Points)	40
34.1.2.1. Qualified Personnel: (10 points) 34.1.2.2. Retail Space: (15 points) 34.1.2.3. Advertising: (5 points) 34.1.2.4. Transportation: (10 points)	
34.1.3. Acceptability of Pricing and Commission: (10 Points)	10
34.1.4. Financial Stability: (10 Points)	10
34.1.5. References: (5 Points)	5
Total of all Categories	100

Note: The Financial Stability, Organizational Resources & Capability of contracted Vendor(s) is of great importance to New Hampshire Department of Corrections. A Vendor that does not score at least 7 out of 10 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.

The remainder of this page is intentionally blank.

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35. Schedule of Events (Timetable):

35.1. Table of Events and Important Dates:

1	RFP Issued	March 30, 2012
2	Written Inquiries Due	April 13, 2012
3	NHDOC Posts Answers to Inquiries	April 27, 2012
4	RSVP: Attend Vendor Conference	N/A
5	Vendor Conference	N/A
6	Proposals Due	May 11, 2012
7	Presentations of Selected Vendors	TBA, if required
8	Best & Final Offer	TBA, if required
9	Contract Finalization	May-June, 2012
10	Anticipated Approval by the Governor and Executive Council	June, 2012
11	Expected Services Start Date	July 1, 2012 or upon G&C approval, whichever 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. 6: "Proposals Due." 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 Dates*.

36. Procedures for Proposal Selection and Notification:

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

37. Special Notes:

- 37.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 37.2. 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.
- 37.3. The solicitation of the Request for Proposal shall not commit the NH Department of Corrections to award a Contract.
- 37.4. The State and/or NH Department of Corrections shall not be responsible for expenses incurred by the Vendor to maintain current licenses, certificates and/or Federal requirements, if applicable.
- 37.5. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.
- 37.6. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, resulting Contract and any renewals thereof.

Proposal Cover Sheet

PROPOSAL FOR: The provision of Inmate Retail Store Services for the NH Department of Correction’s (locations listed in Terms & Conditions and Exhibit A) to contract with one Vendor for the breadth of the services in this RFP. Partial proposals for services of any regional area shall not be accepted.

RFP NUMBER: NHD0C 12-06-IFPRGMS

NH State Prison for Men
Concord, NH

NH Department of
Corrections Warehouse
Concord, NH

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) _____

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Proposal Check Sheet

FORMAT FOR SUBMISSION: Vendors shall submit two (2) original 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 two (2) copies of the original Proposal and one (1) Thumb drive. Proposals that are not completed or unsigned may be considered "technically non-compliant." Any proposal(s) received after the deadline may be considered "technically non-responsive" and the Vendor shall be notified by the NH Department of Corrections 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;
 - Vendors Organizational Name; and
 - Submission Date.
- Proposal Cover Sheet (please use the previous page for this document);
- Cover Letter (see criteria, section 10.2 Required RFP Documents within the RFP);
 - Executive Summary;
 - Organizational Capability;
 - Technical Capability.
- Initialed Request for Proposal, Terms and Conditions;
- Contract Form P-37, version 1/09 ([P-37 Document](#)):
 - 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;
 - 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): ([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 VENDORS ORGANIZATION MUST BE IDENTIFIED IN THE INSURED SECTION OF THE CERTIFICATE OF LIABILITY INSURANCE DOCUMENT.
- Comprehensive General Liability Insurance Acknowledgement Form – ([Comprehensive General Liability Insurance Acknowledgement Form](#));

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Proposal Check Sheet

- Administrative Rules, Rules of Conduct and Confidentiality of Information Forms;
- List of Board of Directors and Addresses (NON-PROFIT ORGANIZATIONS ONLY);
- List of Key Personnel and Salaries (NON-PROFIT ORGANIZATIONS ONLY);
- Resumes or Job Descriptions of all Personnel involved with administering programs (NON-PROFIT ORGANIZATIONS ONLY);
- Alternate W-9 Form ([W-9 Form Document](#));
- Statement of Financial Stability; and
- References.

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 “TOOLS AND RESOURCES FOR BIDDERS.” (Direct link to above document web page: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.html).

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 Fl, Concord, NH 03301 or visit the Secretary of States 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 States 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 a 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** (Link: [P-37 Document](#)). 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. Faxes are to be sent to: (603) 271-5639, care of the Contract Administrator.
- The Certificate of Insurance must provide the following:
 - Shall designate the NH Department of Corrections as the Certificate Holder;
 - Shall designate the Certificate Holders address as: P.O. Box 1806, Concord, NH 03302;
 - 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 \$2,000,000.00 per each occurrence and \$2,000,000.00 general aggregate;
 - Shall provide proof and identify limits and expiration dates of 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: Scope of Services, Exhibit A

1. Purpose:

The purpose of this Request for Proposal is for the provision of retail store space, sales staff, advertising, and pickup/transit services of crafts/products free of charge to the NH Department of Corrections. The retail store space will provide inmates of the NH Department of Corrections that participate in the Hobbycraft Program an open forum to display and sell artistic crafts/products on consignment and provide a venue which an inmate could send crafts/products at a location to be sold or picked up by family and/or friends. It is the Department’s vision that the value of the retail store space, labor of the Vendor’s sales staff, advertising and pickup/transit services by the Vendor shall be free of charge in lieu of a commission to the Vendor for each craft/product sold by the Vendor, or picked up by inmate family and/or friends.

The NH Department of Corrections’ Hobbycraft Program affords an inmate the opportunity to learn new skills, enhance existing skills and allow inmates to use their leisure time productively to make a variety of artistic crafts, such as woodworking, basket-weaving, ceramic/pottery, painting, leatherworking, wood-burning, jewelry, knitting, crocheting, quilting and other various crafts for sale to the general public or gifts for family and/or friends.

2. 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 7/1/2012 or upon approval of the Governor and Executive Council of the State of New Hampshire whichever is later through 6/30/2014 with an option to renew for one (1) additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Location of Facilities:

3.1. Location of Facilities: The NH State Prison for Men (NHSP-M), Concord, NH and the NH Department of Corrections Warehouse, Concord, NH is marked with an “X” below:

NH Correctional Facility Locations		
X	NH State Prison for Men (NHSP-M)	281 North State Street Concord, NH 03301
X	NH Department of Corrections Warehouse	3 McGuire Street Concord, NH 03301

3.2. The requested services shall be provided by the Contractor to inmates of alternative locations in the event that the State relocates its facilities within the State of New Hampshire.

3.3. Locations may be added and/or deleted or reassigned to alternate facilities 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 Vendor. The Contractor shall be obligated to continue to provide services of the NH Department of Corrections even in the event that their geographic location changes.

3.4. Partial proposals for services of any regional area shall not be accepted.

4. Floor Space Requirements:

The NH Department of Corrections envisions the retail/floor space to be approximately 2,800-3,000 square feet of space and must be suitable for retail store space. Pictures and a diagram of the retail store space must accompany the bid.

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5. Scope of Hobbycraft Program:

5.1. The scope of the Department’s Hobbycraft Program is to provide performance based, rehabilitative opportunities and training to inmates of the Northern Correctional Facility, the NH State Prison for Men and the NH State Prison for Women. Inmates who participate in the Hobbycraft Program initiative develop a sense of self-esteem and self-worth, responsibility and discipline, and develop social management and transferrable skill sets that can contribute to successful community reentry.

6. Provision of Retail Space Services:

6.1. Retail/Showroom Space: The Vendor shall provide retail/showroom space free of charge to the NH Department of Corrections to display and sell artistic crafts/products on consignment that are produced by inmates participating in the Hobbycraft Program.

6.2. Sales Staff Labor: The Vendor shall provide sales staff labor free of charge to the NH Department of Corrections to aid in the process of inmate crafts/products to be sold.

6.3. Inmate Crafts/Products: Inmate crafts/products shall be sold by the Vendor on a consignment basis utilizing the Vendor’s retail/showroom space and sales staff.

6.4. Sales Prices and Surcharges: The sales price for any craft/product delivered to a Vendor’s retail store/showroom shall be determined by the inmate who produced the craft/product. Two surcharges shall be deducted from the inmate’s original sales price: (1) Vendor commission for each craft/product sold (2) NH Department of Corrections Recreation Fund commission.

6.5. Commissions:

6.5.1. Vendor’s Commission: The commission from each craft/product sold by the Vendor shall be set at a maximum of twenty percent (20%) of the inmate’s original sales price.

6.5.2. NH Department of Corrections Recreation Fund Commission: The Recreation Fund commission from each craft/product sold by the Vendor shall be at a minimum of ten percent (10%) of the inmate’s original sales price.

6.5.3. Commission Structure Example: The following example, below, is for illustration purposes only. An end table is produced & delivered to the retail store with an original sales price set by the inmate of one hundred dollars (\$100.00).

End Table: Original Sale Price of \$100.00		
	Percentage	Commission/Profit
Retail Store	20%	\$20.00 Commission
NHDOC	10%	\$10.00 Commission
Inmate	70%	\$70.00 Profit

6.6. Advertising: It is the Department’s vision that the cost for any advertising by the Vendor shall be free of charge in lieu of a commission to the Vendor for each craft/product sold by the Vendor.

6.7. Transfer of Inmate Crafts/Products to NH Department of Corrections Central Location: It shall be the responsibility of the NH Department of Corrections to transfer/deliver crafts/products produced by inmates from the NH Correctional Facility, Berlin, NH and the NHSP-W, Goffstown, NH to the NH Department of Corrections Warehouse, Concord, NH.

6.8. Pick Up Crafts/Products by Vendor and Delivery to Vendor Retail Store/Showroom:

6.8.1. It shall be the responsibility of the Vendor to pick up crafts/products produced by inmates at the following NH Department of Corrections locations:

6.8.1.1. NH State Prison for Men, 281 North State Street, Concord, NH; and

**Scope of Services
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- 6.8.1.2. NH Department of Corrections Warehouse, 3 McGuire Street, Concord, NH.
- 6.8.2. It shall be the responsibility of the Vendor to pick up crafts/products produced by inmates from the locations found in Section 6.8.1., above, and transport the items to the Vendor's retail store/showroom.
- 6.8.3. The Vendor shall use their own vehicle and personnel to transport crafts/products from the locations found in Section 6.8.1. to the Vendor's retail store/showroom location.
- 6.8.4. Services provided by the Vendor at locations found in Section 6.8.1. shall be subject to all NH Department of Corrections security policies, procedures and directives (PPD's) to include but not limited to: (1) direct supervision by a Department's security staff or designee (2) inspection of Vendor's vehicle upon entry and exit of the Department's facilities/grounds.
- 6.9. Inspection of Crafts/Products:
- 6.9.1. It shall be the responsibility of the NH Department of Corrections to inspect all crafts/products for damage prior to transportation of items from the Northern Correctional Facility and the NH State Prison for Women to the NH Department of Corrections Warehouse for storage.
- 6.9.2. Upon arrival at the NH Department of Corrections Warehouse, it shall be the responsibility of the NH Department of Corrections to inspect all crafts/products for damage that may have occurred during transit to the NH Department of Corrections Warehouse.
- 6.9.3. It shall be the responsibility of the NH Department of Corrections to inspect all crafts/products for damage prior to pickup by the Vendor at the NH State Prison for Men location.
- 6.9.4. It shall be the responsibility of the Vendor to inspect all crafts/products for damage prior to pickup by the Vendor at the NH State Prison for Men and the NH Department of Corrections Warehouse locations for delivery to the Vendor's retail store/showroom location.
- 6.9.5. Upon arrival at the Vendor's retail store/showroom location, it shall be the responsibility of the Vendor to inspect all crafts/products for damage that may have occurred during transit and report any such damage to the NH Department of Corrections Hobbycraft Foreman.
- 6.10. Damage During Vendor Transit and/or Possession: If crafts/products are damaged during transit or in possession of the Vendor, it shall be the responsibility of the Vendor to report the damage of any craft/product to the NH Department of Corrections Hobbycraft Foreman. The Hobbycraft Foreman, or designee, will determine the severity of the damage.
- 6.10.1. If the damage is deemed minor, it shall be the responsibility of the Vendor to return the damaged crafts/products to the NH Department of Corrections' Warehouse location identified in 6.8.1.1.
- 6.10.2. If the damage is deemed major, it shall be the responsibility of the Vendor to reimburse the inmate for the cost of the materials to produce the craft/product, as determined by the Hobbycraft Foreman.
- 6.11. Lost/Stolen Crafts/Products During Vendor Possession: If crafts/products are lost or stolen during the Vendor's possession, it shall be the responsibility of the Vendor to reimburse the inmate for the cost of the materials to produce the craft/product, as determined by the Hobbycraft Foreman.
- 6.12. Gifts for Family and Friends: Inmates are permitted to produce crafts/products as "gifts" for their family and friends to be picked up at the Vendor's retail store/showroom location. The acquisition of these items will follow the same pick up and delivery procedures to the

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Vendor's retail store/showroom as identified in section 6.8., above, of this RFP. These gifts shall be designated to specific individuals and it shall be the Vendor's responsibility to:

- 6.12.1. Verify the recipient's identification to ensure that the crafts/products are released to the appropriate individual;
 - 6.12.2. Obtain a release signature from the appropriate individual that shall verify the receipt of the crafts/products;
 - 6.12.3. Provide a thirty (30) day limit for family and friends to pick-up the "gifts"; and
 - 6.12.4. Notify the NH Department of Corrections Hobbycraft Foreman if any "gifts" were not picked up by family and friends after the thirty (30) day limit which the Hobbycraft Foreman will determine a charity for donation of the "gift" and make arrangements for the charity to pick up the "gift" at the Vendor's retail store/showroom location.
- 6.13. Custom/Special Orders: Inmates are permitted to accept custom/special orders for crafts/products via the Vendor. The same Commission Structure identified in 6.5.3 of this RFP shall apply to Custom/Special orders. To fulfill these requests, the Vendor shall be provided designated NH Department of Corrections order forms to initiate these requests. Upon completion of the form, the form shall be forwarded to the Department's Hobbycraft Foreman for approval of production. If approval is granted then the following shall apply:
- 6.13.1. It shall be the responsibility of the NH Department of Corrections Hobbycraft Foreman to communicate with the customer to determine the specifications, type of materials, estimated completion date, final sales price and pickup date;
 - 6.13.2. The delivery of any Custom/Special Order shall follow the same pick up and delivery procedures to the Vendor's retail store/showroom as identified in section 6.8., above, of this RFP;
 - 6.13.3. It shall be the responsibility of the Vendor to verify the customer's identity prior to payment and receipt of the Custom/Special Order;
 - 6.13.4. If the Custom/Special order is not picked up after thirty (30) days of the Vendor taking receipt of craft/product, the Vendor shall contact the NH Department of Corrections Hobbycraft Foreman who will determine the disposition of the item.
- 6.14. Craft/Product Inventory Management: The Vendor shall be responsible for the management and inventory control of the crafts/products delivered to the Vendor's retail/showroom.
- 6.14.1. On a weekly basis the Vendor shall forward, e-mail or fax, a sales log for the crafts/products sold by the Vendor on behalf of the inmates to the Hobbycraft Foreman;
 - 6.14.1.1. Weekly sales log shall consist of the following information:
 - Date of Sale;
 - Craft/Product Description;
 - Inventory Control Number; and
 - Retail Price Sold.
 - 6.14.2. The Vendor shall notify the NH Department of Corrections Hobbycraft Foreman of any craft/product of inventory (excluding "gifts" and/or custom/special orders) that is deemed slow moving and not sold after one hundred eighty (180) days of receipt of the craft/product. The Vendor will remove the craft/product from the sales floor.
 - 6.14.3. It shall be the responsibility of the Hobbycraft Foreman to notify the inmate that produced the slow moving craft/product and instruct the inmate to have a family/friend pick up the item at the Vendor's store/showroom location within fourteen (14) days of the inmate notice. If the slow moving craft/product is not picked up within the allotted fourteen (14) days, it will be the responsibility of the Hobbycraft Foremen to make arrangements for the craft/product to be donated and

picked up at the Vendor's store/showroom by a charity to be determined by the Hobbycraft Foreman.

- 6.15. Inmate Information: The Vendor shall ensure that all personal information relative to an inmate's identity remain confidential.

7. General Service Provisions:

- 7.1. Tools and Equipment: The Contractor will be provided with the tools and equipment as deemed necessary by the NH Department of Corrections, Hobbycraft Foreman, to provide the requested services. Any and all tools and containers shall be inventoried before entering and exiting the facility and are subject to search by the NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 7.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 7.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the contract. If it is necessary to change the contract, this provision will require Governor and Executive Council approval.
- 7.4. Contractor Employee Information: The Contractor shall be responsible for providing the Name, Date of Birth (DOB), and Social Security number of all drivers the Vendor plans to assign for delivery services. The NH Department of Corrections will do a criminal record check on all prospective workers 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 delivery services. Vendor employee names must be submitted to the NH Department of Corrections, Hobbycraft Foreman or designee, P.O. Box 14, Concord, NH 03302, at least seven (7) days before the person(s) are to provide services. This rule applies for any new Vendor employee that is assigned to perform delivery services. This policy applies for the duration of the Contract and any renewals thereof.
- 7.5. Licenses, Credential and Certificates: The contractor shall ensure all Vendor employees meet the requirements of the State and shall possess the credentials, licenses and/or certificates required by law and regulation to provide the services required.
- 7.6. 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.
- 7.7. 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 NH Department of Corrections 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 Contractor's performance under the Contract.
- 7.7.1. 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.
- 7.7.2. 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.

Scope of Services
Exhibit A

- 7.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Attention: Recreation Department Hobbycraft Foreman, or designee, P.O. Box 14, Concord, NH 03302.
- 7.8. Contractor Liaison's Responsibilities: The Contractor's designated liaison shall be responsible for:
- 7.8.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 7.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 7.8.3. 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
- 7.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 7.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, 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. The NH Department of Corrections representative shall be responsible for:
- 7.9.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the approval of the New Hampshire Governor and Executive Council, where needed;
- 7.9.2. Monitoring compliance with the terms of the Contract;
- 7.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
- 7.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
- 7.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 7.10. 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. The Contractor, at a minimum, shall provide the following reports:
- 7.10.1 Weekly Sales Log;
- 7.10.2. Itemized Monthly Sales Report of products sold to include the following information:
- Date of Sale for each product sold;
 - Inventory Control Number for each product sold;
 - Description of each product sold;
 - Retail Price for each product sold;
 - Amount due to Contractor (Contractor's Commission) for each product sold;
 - Amount due to NH Department of Corrections Recreation Fund (Commission) for each product sold;
 - Amount due to each Inmate for each product sold; and
 - Subtotal Contractor's Commission, Recreation Fund Commission and amount due to Inmates.

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- 7.10.3. The Itemized Monthly Sales Report shall reconcile with the appropriate Weekly Sales Logs.
- 7.11. **Performance Evaluation:** NH Department of Corrections shall, at its sole discretion:
 - 7.11.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof;
 - 7.11.2. The Hobbycraft Foreman of the NH Department of Corrections may meet with the Contractor at a minimum of twice (2) a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;
 - 7.11.3. Request additional reports and/or reviews the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
 - 7.11.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for the Contractor to complete corrective actions within fourteen (14) days;
 - 7.11.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - 7.11.5.1. Not in compliance with the terms of the Contract;
 - 7.11.5.2. If satisfactory corrective action in 7.11.4 is not achieved; and
 - 7.11.5.3 Terminate the Contract as otherwise permitted by law.

8. Other Contract Provisions:

- 8.1. **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.
 - 8.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
 - 8.1.1.1. Not in compliance with the terms of the Contract, or;
 - 8.1.1.2. As otherwise permitted by law or as stipulated within this Contract.
- 8.2. **Coordination of Efforts:** The Contractor shall fully coordinate the activities to the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

9. Bankruptcy or Insolvency Proceeding Notification:

- 9.1. 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.
- 9.2. 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.

10. Embodiment of the Contract:

- 10.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
 - 10.1.1. Request for Proposal (RFP) and any amendments thereto;
 - 10.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 10.1.3. 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 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 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.

11. Cancellation of Contract:

- 11.1. 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.
- 11.2. 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.
- 11.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 11.4. 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) days notice of said cancellation.

12. Contractor Transition:

NH Department of Corrections, at its discretion, in 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.

13. 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.

14. Additional Items/Locations:

Upon agreement of both parties, additional equipment, if applicable, and/or other facilities 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.

15. Information:

- 15.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates, 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.
- 15.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate that becomes available to the Contractor in connection with its performance under the Contract.
- 15.3. In the event of unauthorized use or disclosure of the inmate information, the Contractor shall immediately notify the NH Department of Corrections.

- 15.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 15.5. All financial, statistical, personnel and/or technical data supplied by the 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 this contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

16. Public Records:

NH RSA 99-1:A, guarantees every person access to all public records. This RSA provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

17. Special Notes:

- 17.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 17.2. 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.
- 17.3. Locations may be added and/or deleted or reassigned to alternate facilities 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.
- 17.4. 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:
 - 17.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 17.4.2. Secure the contractor's written agreement to the proposed changes.
- 17.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

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

1. Signature Page

The Vendor proposes to provide Inmate Retail Store Services for the New Hampshire Department of Corrections (NHDOC) inmates 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, 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*” 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).

2. Fee Structure for Inmate Retail Store Services:

- 2.1. Retail/Showroom Space: The Vendor shall provide retail/showroom space free of charge to the NH Department of Corrections to display and sell artistic crafts/products on consignment that are produced by inmates participating in the Hobbycraft Program.
- 2.2. Sales Staff Labor: The Vendor shall provide sales staff labor free of charge to the NH Department of Corrections to aid in the process of inmate crafts/products to be sold.
- 2.3. Inmate Crafts/Products: Inmate crafts/products shall be sold by the Vendor on a consignment basis utilizing the Vendor's retail/showroom space and sales staff.
- 2.4. Sales Prices and Surcharges: The sales price for any craft/product delivered to a Vendor's retail store/showroom shall be determined by the inmate who produced the craft/product. Two surcharges shall be deducted from the inmate's original sales price: (1) Vendor commission for each craft/product sold (2) NH Department of Corrections Recreation Fund commission.
- 2.5. Commissions:
 - 2.5.1. Vendor's Commission: The commission from each craft/product sold by the Vendor shall be set at a maximum of twenty percent (20%) of the inmate's original sales price.
 - 2.5.2. NH Department of Corrections Recreation Fund Commission: The Recreation Fund commission from each craft/product sold by the Vendor shall be at a minimum of ten percent (10%) of the inmate's original sales price.
 - 2.5.3. Inmate Percentage of Sales (NH Department of Corrections Inmate Trust Fund): For each product sold, the inmate shall receive the difference between the inmate's original sales price less the Vendor's Commission and the Recreation Fund Commission.
 - 2.5.4. Commission Structure Example: The following example, below, is for illustration purposes only. An end table is produced & delivered to the retail store with an original sales price set by the inmate of one hundred dollars (\$100.00).

End Table: Original Sale Price of \$100.00		
	Percentage	Commission/Profit
Retail Store	20%	\$20.00 Commission
NHDOC	10%	\$10.00 Commission
Inmate	70%	\$70.00 Profit

- 2.6. Advertising: It is the Department's vision that the cost for any advertising by the Vendor shall be free of charge in lieu of a commission to the Vendor for each craft/product sold by the Vendor.
- 2.7. Terms of Customer Payment: Acceptance of payment of inmate crafts/products shall be determined by the Vendor's payment policies and procedures. The Vendor shall assume and bear the cost all merchant card fees, charge backs and/or banks fees.

3. Method of Payment:

- 3.1. On a monthly basis the Contractor shall provide separate payments (checks) to the NH Department of Corrections Recreation Fund and the NH Department of Corrections Inmate Trust Fund.
- 3.2. The monthly NH Department of Corrections Recreation Fund payment shall reconcile to the NH Department of Corrections Recreation Fund (Commission) subtotal amount identified on the Itemized Monthly Sales Report.

- 3.3. The monthly NH Department of Corrections Inmate Trust Fund payment shall reconcile to the NH Department of Corrections Inmate Trust Fund subtotal amount identified on the Itemized Monthly Sales Report.
- 3.4. The monthly NH Department of Corrections Recreation Fund and Inmate Trust Fund payments shall be sent to: NH Department of Corrections, Attention: Inmate Accounts, P.O. Box 14, Concord, NH 03302.

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Section D: 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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