

NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL



NHDOC RFP 17-01-GFMED

Sex Offender Actuarial Assessment Training Services

ISSUE DATE: October 14, 2016

Table of Contents

SECTION A: Terms, Conditions and Procedures for Submitting Proposals.....	1
1. Brief Description:.....	1
2. Performance Period:.....	1
3. Statement of Purpose:.....	1
4. Outline of Minimum Required Services:.....	2
5. Proposal Inquiries:.....	2
6. NH Department of Corrections Response Date for Vendor Inquiries:.....	3
7. Vendor Conference: (NOT APPLICABLE).....	3
8. Facility Tours: (NOT APPLICABLE).....	3
9. Specifications:.....	3
10. Instructions, RFP Documents, Format and Labeling of Proposal Submissions:.....	3
11. Submission Criteria:.....	5
12. Document Alterations/Changes/Omissions:.....	6
13. Evaluation Criteria/Procedure:.....	6
14. Other Contractual Documents Provided by the NH Department of Corrections:.....	6
15. Cancellation:.....	6
16. Financial Commitment:.....	6
17. Rejection of Proposals:.....	6
18. Remedies for “Technically Non-Compliant” Proposals:.....	7
19. Addendum(s) or Withdrawal of the RFP:.....	7
20. Proposal Submission:.....	7
21. Competition:.....	7
22. Collusion:.....	7
23. Disclosure of Sealed Proposal:.....	8
24. Oral Presentation:.....	8
25. Terms of Submission:.....	8
26. Vendor Responsibility:.....	8
27. Subcontractors:.....	8
28. Change of Ownership:.....	8
29. Evaluation of Proposals and Award of Contract:.....	8
30. Liability:.....	9
31. Licenses, Permits and/or Certifications:.....	9
32. Best Interest of the State:.....	9
33. Proposal Review and Evaluation Criteria:.....	9
34. Scoring of Evaluation Criteria:.....	10
35. Schedule of Events (Timetable):.....	10
36. Procedures for Proposal Selection and Notification:.....	11
37. Special Notes:.....	11
SECTION B: Proposal Cover Sheet.....	12
SECTION C: Proposal Check Sheet.....	13
SECTION D: Scope of Services, Exhibit A.....	16
1. Purpose:.....	16
2. Terms of Contract:.....	16
3. Location of Services:.....	16
4. State of New Hampshire Observed Holidays (Calendar Year 2017):.....	16
5. General Service Provisions:.....	17

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

6.	Other Contract Provisions:	20
7.	Bankruptcy or Insolvency Proceeding Notification:	21
8.	Embodiment of the Contract:	21
9.	Cancellation of Contract:	21
10.	Contractor Transition:	21
11.	Audit Requirement:	22
12.	Additional Items/Locations:	22
13.	Public Records:	22
14.	Special Notes:	22
	SECTION E: Estimated Budget/Method of Payment, Exhibit B	23
1.	Signature Page	23
2.	Budget Sheet (Original Contract Term)	24
3.	Budget Sheet (Optional Renewal Term)	25
4.	Method of Payment:	26
5.	Appropriation of Funding	27
	SECTION F: Special Provisions, Exhibit C	29
1.	Special Provisions:	29
	SECTION G: Glossary of Terms:	30



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
www.nh.gov/nhdoc

William L. Wrenn
Commissioner

Robin H. Maddaus
Director

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

October 14, 2016

RFP Title: Sex Offender Actuarial Assessment Training Services

RFP Number: NHD0C 17-01-GFMED

RFP Due Date: December 9, 2016, **no later than 2:00PM, EST**

RFP Training Site Location: NH Department of Corrections, Headquarters, 105 Pleasant Street, Concord, NH 03301

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

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

SECTION A: Terms, Conditions and Procedures for Submitting Proposals

1. Brief Description:

Attached is a Request for Proposal and contract format for the provision of Sex Offender Actuarial Assessment Training Services for the New Hampshire Department of Corrections (herein known as the "NHD0C," "State," "Corrections" or "Department").

2. Performance Period:

A contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning February 1, 2017 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2018, with an option to renew for an 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. Statement of Purpose:

The purpose of this request for proposal is to seek training services for the NH Department of Corrections Behavioral Health staff on sex offender risk assessment actuarial tools that can quantify long term risk probability of sexual and violent recidivism of the sex offender population within the Departments' correctional system recidivating due to sexual and/or violent behavior.

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

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

4. Outline of Minimum Required Services:

- 4.1. At a minimum the Vendor shall provide one (1) two-day, on-site training session located at the NH Department of Corrections headquarters, 105 Pleasant Street, Concord, NH 03301, for a maximum of six (6) Behavioral Health staff per session per State Fiscal Year (SFY).
- 4.2. The initial one (1), two-day, on-site training session shall be conducted during the period of February 1, 2017, or upon the date the Governor and Executive Council approve a contract, whichever is later, through June 30, 2017.
- 4.3. The subsequent one (1), two-day, on-site training session shall be conducted between the period of July 1, 2017 and June 30, 2018 for a maximum of six (6) Behavioral Health staff per session.
- 4.4. Subject Matter Expert (SME) to provide up to six (6), one-hour telephone consults with the Behavioral Health Staff and/or supervisor(s) of staff to provide an opportunity to ensure the fidelity of post training application per SFY for a total of twelve (12) one-hour telephone consults for the original (initial) contract term. Telephone consults may be conducted in groups or one to one, with mutual agreement between the parties.
- 4.5. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of a contract shall end on June 30, 2017.
- 4.6. Anticipated required training sessions shall be conducted as indicated in the following schedule, below:

Contract Period	Initial Contract		Optional Renewal	
	Year 1	Year 2	Year 3	Year 4
	SFY 17	SFY 18	SFY 19	SFY 20
	2/1/17-6/30/17	7/1/17-6/30/18	7/1/18-6/30/19	7/1/19-6/30/20
Training Session(s)	1	1	1	1
Phone Consultation(s)	6	6	6	6

- 4.7. The Vendor shall provide full Sex Offender Assessment Tool training material to include but not limited to:
 - a. Static 99-R;
 - b. VASOR (Vermont Assessment of Sex Offender Risk);
 - c. SOTIPS (Sex Offender Treatment Intervention and Progress Scale);
 - d. SVR-20 (Sexual Violence Risk);
 - e. Testimony for court preparation;
 - f. Woman's gender specific services;
 - g. Curriculum review of current materials for feedback; and
 - h. Review of post sex offender training application.

5. Proposal Inquiries:

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

- 5.1. Inquires shall be received no later than 2:00PM EST on November 11, 2016.
- 5.2. Inquires received shall be addressed only if they are deemed by the NH Department of Corrections to be critical to the bid process. No inquiries shall be accepted after 2:00PM on November 11, 2016.
- 5.3. All inquiries concerning this Request for Proposal shall be made in writing either by US Mail, fax or e-mail, citing the RFP Title, RFP Number, Page, Section and Paragraph submitted to:

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

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

NH Department of Corrections
Medical & Forensic Operations Administrator
P.O. Box 1806
Concord, NH 03302
Tel: (603) 271-5665
Fax: (603) 271-5639
Joyce.Leeka@doc.nh.gov

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

An official written answer to all written inquiries received meeting the requirements found in Section Five (5), Proposal Inquires, will be posted on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> on or prior to November 18, 2016.

7. Vendor Conference: (NOT APPLICABLE)

8. Facility Tours: (NOT APPLICABLE)

9. Specifications:

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

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

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

10.1. Instructions:

- 10.1.1. Submit **two (2) original** and complete Proposals, to include: Cover Page, Cover Letter, Proposal Cover Sheet, Initialed Terms and Conditions, P-37 (v. 5/8/15), Initialed Exhibit A, B & C, Certificate of Good Standing, Certificate of Authority/Vote and Certificate of Insurance, Comprehensive General Liability Insurance Acknowledgment Form; Administrative Rules, Rules of Conduct and Confidentiality of Information Forms; Professional Licensures and/or Certifications (if applicable); List of Board of Directors, List of Key Personnel and Salaries (requirement for **Non-Profit Organizations, only**) and Resumes; Alternate W-9 Form; Statement of Financial Stability; Qualitative References; Non-Disclosure of Right To Know Letter (if applicable); and any applicable required pages, signed and initialed as appropriate on each page in **blue ink**. The original copies **shall** be typed or clearly printed in **black ink**. The contract signatory must initial all corrections.
- 10.1.2. In addition, submit **one (1) thumb drive** of the proposal.
- 10.1.3. Proposals **must be sealed** or they shall not be accepted.
- 10.1.4. **Do not staple** any part of the proposals. **Do not use three (3) ring binders** for any part of the proposals.
- 10.1.5. Please use only binder clips to secure and/or separate sections of the proposals.
- 10.1.6. **Sealed proposals shall follow the sequence of the Proposal Check Sheet.**
- 10.1.7. Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM EST on **December 9, 2016** to be considered.

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

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

- 10.1.8. **All corrections shall be initialed by the prospective contract signatory; correction tape or white out shall not be used on any Contract documents.**
- 10.2. Technically Non-Compliant:
- 10.2.1. Proposals that are not complete (omission of requested proposal documents) or unsigned shall be considered “technically non-compliant”;
- 10.2.2. Absence of any documentation identified in the Proposal Check Sheet shall be considered “technically non-compliant”;
- 10.2.3. Any alterations to the text or format of the RFP, addendum or attachment to this document; and
- 10.2.4. Proposals that may be deemed ambiguous to the NH Department of Corrections during the evaluation process.
- 10.3. Technically Non-Responsive:
- 10.3.1. Proposals received after the deadline shall be considered “technically non-responsive.” If a proposal is received after the deadline, the NH Department of Corrections may notify the Bidder and send the proposal back to the prospective Vendor unopened and unevaluated.
- 10.3.2. If a partial service proposal is received, it shall be considered “technically non-responsive” and the NH Department of Corrections may notify the Bidder.
- 10.4. Required RFP Documents: All identified documents found on the Proposal Check Sheet are required documents and must be submitted to the NH Department of Corrections in order for a proposal to be considered complete, in addition to the following, but not limited to:
- 10.4.1. **Executive Summary** (not to exceed 2 pages) – Briefly summarize an overview of the organization (including any networks or subcontractors to be involved) to include the type of current Sex Offender Actuarial Assessment Training services the organization offers.
- 10.4.2. **Organizational Capability** (not to exceed 2 pages) – Describe the overall mission and services of the organization and how they relate to the goals and priorities as described in the Exhibit A, Scope of Services of this RFP.
- Describe the agency’s experience and capability to provide the required services as described in Exhibit A, Scope of Services, and meet any or all performance measures proposed. This includes:
 - a.) its overall capability and availability to perform the required services in time frames required; and
 - b.) qualified personnel with demonstrated experience and correlating subject matter certification(s).
- 10.4.3. **Program Structure/Plan of Operation Narrative** (not to exceed 2 pages) – Describe, concisely and completely, exactly how services will be delivered.
- Describe the individuals who will provide the services, to include their qualifications, professional publications and certificates, licenses and current resume (**redact all personal information**).
- 10.4.4. **Financial Statements** – Demonstrate financial stability by providing financial statements, preferably audited, for two (2) consecutive years and copies of any quarterly financial statements prepared since the end of the period reported by your most recent annual report. Acceptable financial verification must include one (1) of the following; please check off one (1) of boxes below submitted with your Proposal:

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

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

10.4.5. **References** – Qualitative references shall be submitted. Please provide a list of all current and former clients, institutions and/or agencies from the past two (2) years providing similar Sex Offender Actuarial Assessment Training services. The Vendor shall grant the NH Department of Corrections permission to contact the references upon submission of reference information. Please provide the following information for each reference:

- Name and address of organization;
- Name, title, e-mail address, telephone and fax number of contact person;
- Website address; and
- Performance period.

10.5. **Order of Required RFP Documents:** Please submit the required RFP documents in the order specified in the Proposal Check Sheet, pages 13-15.

10.6. **Format Requirements:**

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

10.7. **Labeling and Addressing Proposal:** Please clearly mark the outside of your envelope ***RFP 17-01-GFMED Sex Offender Actuarial Assessment Training Services***. Proposals must be received (not simply post-marked) by the NH Department of Corrections, Financial Services, Contract Administrator, P.O. Box 1806, Concord, NH 03302-1806 or hand delivered to Room 322, 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 **December 9, 2016 at 2:00PM EST**, to be considered.

10.7.1. For **overnight carrier deliveries** the Vendor shall address the overnight carrier label as such: NH Department of Corrections, Contract Administrator, 105 Pleasant Street, Room 322, Main Building, Concord, NH 03301, referencing telephone extension 603-271-7602.

10.7.2. A successful Request for Proposal requires much planning. The Main Building at 105 Pleasant Street is a secured facility. Be aware that overnight carrier staff can't enter the facility freely. Please allow sufficient time for shipping. Vendors shall assume all risk for carrier deliveries not meeting the RFP deadline date and time.

11. Submission Criteria:

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

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

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

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

12. Document Alterations/Changes/Omissions:

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

13. Evaluation Criteria/Procedure:

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

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

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

The State Long Form Contract, form P-37 (v. 5/8/15); Certificates of Authority/Vote; Comprehensive General Liability Insurance Acknowledgement Form; 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.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 the Governor and the Executive Council of the State of New Hampshire approve a contract.

17. Rejection of Proposals:

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

- 17.1. Has any interest that shall, in the sole discretion of NH Department of Corrections, conflict with performance of services for the State;
- 17.2. Fails to demonstrate to the satisfaction of NH Department of Corrections that it is in sound financial condition;

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

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

- 17.3. If a non-profit/not-for-profit and fails to furnish the NH Department of Corrections with the names and addresses of the organization's Board of Directors/Members, List of Key Personnel and Salaries and/or Resumes of Key Personnel;
- 17.4. Fails to make an oral presentation if requested by NH Department of Corrections at a time, place and in a manner satisfactory to NH Department of Corrections; and
- 17.5. Fails to reach agreement with NH Department of Corrections on any and all Contract terms.

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

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

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

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

- 19.1. If the NH Department of Corrections decides to amend or clarify any part of this RFP, a written addendum shall be provided to all Vendors on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/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. Vendors should be cautioned that their proposal shall be subject to acceptance by the NH Department of Corrections without further clarification.
- 20.3. All companies, producers, agents or underwriters submitting Proposals are construed to have agreed to all conditions set forth in the RFP.
- 20.4. Verbal agreements or instructions from any source shall not be authorized.

21. Competition:

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

22. Collusion:

The Vendor's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible Vendors and without effort to

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

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

preclude the State of New Hampshire from obtaining the best possible competitive proposal.

23. Disclosure of Sealed Proposal:

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

24. Oral Presentation:

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

25. Terms of Submission:

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

26. Vendor Responsibility:

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

27. Subcontractors:

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

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.

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

30. Liability:

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

31. Licenses, Permits and/or Certifications:

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

32. Best Interest of the State:

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

32.1. The "*BEST AND FINAL OFFER*" would provide Vendors the opportunity to amend or change its original proposal(s) to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

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

33. Proposal Review and Evaluation Criteria:

33.1. The NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP process. The evaluation will be based on the demonstrated capabilities and skills of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP. The NH Department of Corrections shall not review proposals that reduce our current functions.

33.2. The NH Department of Corrections utilizes a consensus scoring methodology to evaluate submitted proposals. Each response will be evaluated through a forum of open discussion/debate by the evaluation committee and scored comparing the Vendor's proposal to the evaluation criteria and specifications defined in the RFP. Only the consensus score sheet will be used to designate the point value assigned to each proposal.

33.3. If an item or area of a Vendor's proposal is deemed ambiguous, the Evaluation Team may warrant the item or area as "Technically Non-Compliant." At the discretion of the NH Department of Corrections, the Department may seek clarification and suspend the evaluation until a response from the Vendor is received.

33.4. The scoring of proposals establishes a reference point from which to make negotiation decisions. It in no way implies that a Contract will be awarded. The NH Department of Corrections reserves the right to award more than one (1) Contract resulting from the evaluation of proposals submitted in response to this RFP, as well as the right to reject all proposals. The NH Department of Correction reserves the right to enter into concurrent negotiations with more than one (1) respondent. If concurrent negotiations with more than one (1) respondent are required, a Contract award may result from those negotiations.

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

- 33.5. The NH Department of Corrections will award a Contract based on the following:
 - 33.5.1. Total Estimated Cost;
 - 33.5.2. Organizational Capability;
 - 33.5.3. Program Structure/Plan of Operation;
 - 33.5.4. Financial Statements; and
 - 33.5.5. References.
- 33.6. The NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.
- 33.7. Points assigned per category in Section 34.1., Table of Scoring Criteria, are listed in no particular weighted order.

34. Scoring of Evaluation Criteria:

- 34.1. Table of Scoring Criteria:

Category	Total Points Per Category
34.1.1. Total Estimated Cost: (30 Points) 34.1.1.1. Cost Effective Service Rates	30
34.1.2. Organizational Capability: (50 Points)	50
34.1.2.1. Capability to Perform Services: (25 points) 34.1.2.2. Availability to Perform Services (10 points) 34.1.2.3. Qualified Personnel with Experience and Credentials: (15 points)	
34.1.3. Program Structure/Plan of Operation: (10 Points)	10
34.1.3.1. Ability to Provide Services: (10 points)	
34.1.4. Financial Statements: (5 Points)	5
34.1.4.1. Financial Statements: (5 points)	
34.1.5. References: (5 Points)	5
Total of all Categories	100

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

35. Schedule of Events (Timetable):

- 35.1. Table of Events and Important Dates:

Event #	Description of Event	Date of Event
1	RFP Issued	October 14, 2016
2	Written Inquiries Due	November 11, 2016
3	NHDOC Posts Answers to Inquiries	November 18, 2016
4	Vendor Conference	N/A
5	Proposals Due	December 9, 2016
6	Presentations of Selected Vendors	TBA, if required
7	Best & Final Offer	TBA, if required
8	Contract Finalization	December 2016 – January, 2017
9	Anticipated Approval by the Governor and Executive Council	February, 2017
10	Expected Services Start Date	February 1, 2017 or upon G&C approval, whichever is later

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

Request for Proposal (RFP) Terms and Conditions

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

36. Procedures for Proposal Selection and Notification:

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

37. Special Notes:

- 37.1. The headings and footings to 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. Financial responsibility for preparation of proposals shall be the sole responsibility of the Vendor.
- 37.5. The successful Vendor, and/or sub vendors, shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, resulting Contract and any renewals thereof.
- 37.6. Vendor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 37.7. Vendor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

The remainder of this page is intentionally blank.

SECTION B: Proposal Cover Sheet

PROPOSAL FOR: Provision of Sex Offender Actuarial Assessment Training for the NH Department of Corrections and to contract with one (1) Vendor for the breadth of the services in this RFP. Partial proposals for services shall not be accepted.

RFP NUMBER: NHDOC 17-01-GFMED

LOCATION OF SERVICES: NH Department of Corrections, Headquarters, 105 Pleasant Street, Concord, NH 03301

PLEASE TYPE OR CLEARLY PRINT IN THE SPACES PROVIDED BELOW.

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

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

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

City or Town State Zip Code

3. SIGNATURE: _____ INITIALS: _____

4. DATE SIGNED: _____

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

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

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

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

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

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

11. URL: _____

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

SECTION C: Proposal Check Sheet

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

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

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

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

Proposal Check Sheet

- Comprehensive General Liability Insurance Acknowledgement Form, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- Administrative Rules, Rules of Conduct and Confidentiality of Information Forms, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- Professional Licenses and/or Certifications;
- List of Board of Directors and Addresses (**only mandatory** for non-profit organizations);
- List of Key Personnel and Salaries (**only mandatory** for non-profit organizations – redact all personal information);
- Resumes (**redact personal information**) or Job Descriptions of all Personnel involved with performing the training services;
- Alternate W-9 Form, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- Statement of Financial Stability;
- Qualitative References; and
- Non-Disclosure of Right to Know Information Letter to State Agency, if applicable (See Scope of Services, Exhibit A, Section 13).

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

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

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

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

Proposal Check Sheet

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

The remainder of this page is intentionally blank.

SECTION D: Scope of Services, Exhibit A

1. Purpose:

The purpose of this request for proposal is to seek training services for the NH Department of Corrections Behavioral Health staff on sex offender risk assessment actuarial tools that can quantify long term risk probability of recidivism due to sexual and/or violent behaviors of the sex offender population that are incarcerated within the State’s correctional system.

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 February 1, 2017 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2018, with an option to renew for an 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 Services:

3.1. Location of Services: Headquarters, NH Department of Corrections and is marked with an “X” below:

NH Department of Corrections, Administrative Location		
X	NHDOC, Headquarters	105 Pleasant Street Concord, NH 03301

3.2. In the event that the State relocates its training venue location, the Contractor shall provide the requested Sex Offender Actuarial Assessment Training services to the NH Department of Corrections Behavioral Health staff at the designated alternative training venue location during the original contract period and any renewals thereof.

4. State of New Hampshire Observed Holidays (Calendar Year 2017):

4.1. For the purpose of coordinating the requested Sex Offender Actuarial Assessment Training services, the NH Department of Correction observes the following State of NH Holiday Schedule, below:

Holidays for Calendar Year 2017		
Holiday	Day of Week	Date of Holiday
New Year’s Day	Monday	January 2, 2017
Martin Luther King Day/Civil Rights Day	Monday	January 16, 2017
President’s Day	Monday	February 20 2017
Memorial Day	Monday	May 29, 2017
Independence Day	Tuesday	July 4, 2017
Labor Day	Monday	September 4, 2017
Veterans’ Day	Friday	November 10, 2017
Thanksgiving Day	Thursday	November 23, 2017
Day After Thanksgiving Day	Friday	November 24, 2017
Christmas Day	Monday	December 25, 2017

Note: Although the following days, Columbus Day and Election Day, are listed in RSA 288:1 as State holidays they are **not paid holidays** for State employees. State Offices will remain open for both Columbus Day and Election Day. State Holiday schedules are located at <http://admin.state.nh.us/hr/index.html>.

5. General Service Provisions:

- 5.1. At a minimum the Contractor shall provide one (1) two-day, on-site training session located at the NH Department of Corrections Headquarters, 105 Pleasant Street, Concord, NH 03301, for a maximum of six (6) Behavioral Health staff per session per State Fiscal Year (SFY).
- 5.2. The initial one (1) two-day, on-site training session shall be conducted during the period of February 1, 2017, or upon the date the Governor and Executive Council approve a contract, whichever is later, through June 30, 2017.
- 5.3. The subsequent one (1) two-day, on-site training session shall be conducted between the period of July 1, 2017 and June 30, 2018 for a maximum of six (6) Behavioral Health staff per session.
- 5.4. Subject Matter Expert (SME) to provide up to six (6), one-hour telephone consults with the Behavioral Health Staff and/or supervisor(s) of staff to provide an opportunity to ensure the fidelity of post training application per SFY for a total of twelve (12) one-hour telephone consults for the original (initial) contract term. Telephone consults may be conducted in groups or one to one, with mutual agreement between the parties. If required, telephone consults shall be initiated by the Department's Sex Offender Treatment Administrator or designee.
- 5.5. The Contractor shall furnish the required materials such as training manuals and/or other adequate training material, scoring sheets, testing documents & etc. necessary to provide the requested services.
 - a. Shipping and handling (S&H) shall be included in the unit price and the Contractor shall itemize the cost of the S&H on the invoice.
- 5.6. Contractor shall use sound business judgments when coordinating travel arrangements and invoice the NH Department of Corrections for travel expenses incurred upon completion of each training session.
 - a. The cost for spouses, other family members and friends are prohibited.
 - b. Air travel should be coach class only, unless the Contractor bears the cost of the difference between coach and first class. If the NH Department of Corrections requires the date of a set training to be changed, a reasonable exchange fee may be claimed for the airfare. Manchester-Boston Regional Airport, Manchester, NH is the nearest airport to Concord, NH and is highly recommended.
 - c. Public transportation is limited to this geographic area and a vehicle (no larger than a mid-size vehicle) rental and gas allowance should be considered. Airport limousine or taxi services may be used in lieu of a vehicle rental. If an airport limousine or taxi is utilized to the hotel from the receiving airport and return, taxicabs can be used as a mode of transportation from the hotel to the training site and restaurant locations. Reimbursement for taxicab fares will be accepted with an appropriate receipt.
 - d. Lodging should be reasonable but not extravagant accommodations.
 - e. Alcohol beverages, entertainment and personnel expenses are non-reimbursable.
 - f. If a private vehicle is used from the contractor's (trainer's) home to a mode of common carrier transportation and return or is used to commute from their home state to the training site and return, the trainer may be reimbursed at the proposed Federal IRS mileage rate identified for that period of travel. At the time of writing this RFP, the Federal IRS mileage rate is .54/mile and for budgeting purposes only, a ten percent (10%) incremental allowance is identified in the schedule below. If the IRS rate shall increase above the allotted allowance of ten percent (or above .59/mile) the Contractor shall be reimbursed only at the .59/mile rate. If the IRS rate shall decrease below the budgeted .59/mile rate, the Contractor shall be reimbursed at the actual and current rate for the corresponding period of travel.

**Scope of Services
Exhibit A**

- g. The General Services Administration (GSA) Advantage is an online government purchasing service administered by the U.S. General Services Administration. At the option of the contractor (trainer), the cost of meals shall be reimbursed by either receipts or by per diem, but not both. The standard meal per diem rates will follow the U.S. GSA per diem rates, which are only published on October 1, on the first day of the new Federal Fiscal Year (FFY). This date crosses the State's Fiscal Year (SFY) which begins on July 1, of each calendar year. Since the Federal and State fiscal years cross this contract will follow the schedule for reimbursement purposes, below:

Contract Period	State Fiscal Year (begins July 1)	Contractual GSA Federal Fiscal Year Per Diem Rate	Federal IRS Mileage Reimbursement Rate
Initial Contract			
February 1, 2017 – June 30, 2017	SFY 17	FFY 17	*.59/mile
July 1, 2017 – June 30, 2018	SFY 18	FFY 17	*.59/mile
Optional Two Year Renewal Contract			
July 1, 2018 – June 30, 2019	SFY 19	FFY 18	*.59/mile
July 1, 2019 – June 30, 2020	SFY 20	FFY 18	*.59/mile
* For budgeting purposes			

- h. As for SFY 2017 & SFY 2018, the rates for reimbursement will be as follows: Breakfast (\$13.00), Lunch (\$15.00) and Dinner (\$26.00) for a total of \$54.00 per day. Reimbursement for meals shall follow the State of New Hampshire's per diem reimbursement policies to include no allowance for breakfast on the first day of travel and no allowance for dinner on the last day of travel, unless the trainer travels past 8:00pm on the last day of travel. The meal rates for reimbursement during the optional renewal period (SFY 2019 & 2020) shall follow the Federal Fiscal Year 2018 rates. Meals should not be overly extravagant.
- i. Customary tips will be allowed within reason.
- j. Reimbursement of tolls and long-term parking shall require a valid receipt.
- k. A valid receipt shall constitute the receipt to be an **original** and **itemized**.
- l. The NH Department of Corrections reserves the right to request a copy of all itemized receipts from the Contractor claimed by the trainer to support the requested reimbursement of the trainers' travel expenses prior to payment to the Contractor. If the Contractor elects to be reimbursed via receipts, original and itemized receipts shall be submitted.
- m. The cost of shipping and handling (S&H) per manual shall be included in the unit price.
- 5.7. The Contractor's training staff must hold the following minimum credentials:
- Masters level or higher degree in the Behavioral Health field;
 - Minimum of five (5) years' experience in the use of the Static 99-R;
 - Demonstrate experience and understanding of the actuarial scales of the instrument;
 - Demonstrate experience and understanding of the use and application of the instrument in psycho-sexual assessments;
 - Be a certified trainer through the Static 99-R Research Group; and

- f. Provide resume(s) or educational and work experience, publications and proof of training certification.
- 5.8. The Contractor shall provide full Sex Offender Assessment Tool training material to include but not limited to:
 - a. Static 99-R;
 - b. VASOR (Vermont Assessment of Sex Offender Risk);
 - c. SOTIPS (Sex Offender Treatment Intervention and Progress Scale);
 - d. SVR-20 (Sexual Violence Risk);
 - e. Testimony for court preparation;
 - f. Woman's gender specific services;
 - g. Curriculum review of current materials for feedback; and
 - h. Review of post sex offender training application.
- 5.9. The Contractor shall perform the following functions:
 - a. Provide, direct, one (1) two-day, on-site training to a maximum of six (6) NH Department of Corrections Behavioral Staff at Headquarters of the Department of Corrections, 105 Pleasant Street, Concord, NH 03301 per SFY;
 - b. Provide a training agenda with an outline of topics and details of associated training materials;
 - c. Ensure a history of the Static 99-R development, explanation of the actuarial tables' proper use and scoring rules of the instrument are included in training as well for VASOR and SVR-20;
 - d. Provide training in testimony for court preparation, assessments for Sex Offender Treatment program entry, women's services/gender specific, curriculum review of current materials with feedback; and
 - e. Ensure participants will be able to interpret the data obtained and integrate the data into a psycho-sexual assessment report.
- 5.10. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 5.11. Licenses, Credentials, Certificates: The Contractor shall ensure that the presenter and any staff members meet the requirements of the State. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the required services.
- 5.12. 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.
- 5.13. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract, submit a written identification and notification to the NH Department of Corrections of the name, title, address, telephone and fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
 - 5.13.1. 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.

- 5.13.2. 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.
- 5.13.4. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Division Director, Medical & Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302
- 5.14. Contractor Liaison's Responsibilities:
 - 5.14.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
 - 5.14.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
 - 5.14.3. 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
 - 5.14.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 5.15. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. Responsibilities of the NH Department of Corrections representative are:
 - 5.15.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;
 - 5.15.2. Monitoring compliance with the terms of the Contract;
 - 5.15.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and within the time frames specified by the Contract;
 - 5.15.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 5.15.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.

6. Other Contract Provisions:

- 6.1. 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.
 - 6.1.1. The Department of Corrections has the right to terminate the Contract, and any renewal Contracts thereof, if the NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract; or
 - b.) As otherwise permitted by law or as stipulated within this Contract.

- 6.2. Coordination of Efforts: The Contractor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, the Contractor shall make advice and information on matters covered by the Contract available to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract and any renewals thereof.

7. Bankruptcy or Insolvency Proceeding Notification:

- 7.1. 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.
- 7.2. 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.

8. Embodiment of the Contract:

- 8.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
- 8.1.1. Request for Proposal (RFP), any addendums and any amendments thereto;
 - 8.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 8.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a “meeting of the minds,” after careful consideration of all of the terms and conditions, and that is approved by the Governor and Executive Council of the State of New Hampshire.
- 8.2. 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 8.1.3. shall govern.
- 8.3. 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.

9. Cancellation of Contract:

- 9.1. 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.
- 9.2. 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.
- 9.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor written notice of such termination at least sixty (60) days prior to the effective termination date.
- 9.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) day notice of said cancellation.

10. Contractor Transition:

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

11. 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.

12. Additional Items/Locations:

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

13. Public Records:

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

14. Special Notes:

- 14.1. The headings and footings to the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 14.2. 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.
- 14.3. The NH Department of Corrections shall not be held liable for relocation expenses associated with the potential possibility of changes to the training site venue and shall survive the life of the Contract and any renewals thereof.
- 14.4. Partial Proposals for the requested Sex Offender Actuarial Assessment Training services for the NH Department of Corrections for the Behavioral Health staff shall not be accepted.
- 14.5. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 14.6. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

The remainder of this page is intentionally blank.

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

1. Signature Page

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

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

AUTHORIZED SIGNATURE _____ DATE _____

NAME AND TITLE OF SIGNOR (Please Type)

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

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

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

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

The remainder of this page is intentionally blank.

2. Budget Sheet (Original Contract Term)

Sex Offender Actuarial Assessment Training Services							
Item	Service	Original Contract Term		Column A	Column B	Column C (multiply column A*B)	
		SFY 17	SFY 18	Extended Quantity	Unit Cost or Session Cost	Extended Cost	
1.	<u>Professional Services</u> : Provide one (1) two-day, on-site training session located at the NH Department of Corrections Headquarters, 105 Pleasant Street, Concord, NH 03301 for a maximum of six (6) Behavioral Health staff per session per State Fiscal Year (SFY) 17 & 18.	2/1/17 – 6/30/17	7/1/17 – 6/30/18				
	<u>Estimated Travel Expenses</u> (actual cost TBD at time of reimbursement):	1 Training Session	1 Training Session	2	\$	\$	
	i. Airfare (roundtrip)			6	\$	\$	
	ii. (3) Night hotel stay			6	\$	\$	
	iii. (3) Day vehicle rental + gas			6	\$	\$	
	iv. Meals:						
	a. Breakfast (Per diem \$13.00/day)			6	\$	\$	
	b. Lunch (Per diem \$15.00/day)			8	\$	\$	
	c. Dinner (Per diem \$26.00/day)			6	\$	\$	
	v. Taxi					\$	\$
	vi. Incidentals (Tolls, Parking, Tips & etc...)					\$	\$
vii. *Private Vehicle Mileage (for budgeting purposes, see Exhibit A & B)				\$ *.59/mile	\$		
2.	<u>Subject Matter Expert (SME) Phone Consults</u> : Provide up to six (6), one-hour telephone consults with Behavioral Health Staff and/or supervisor(s) of staff to provide an opportunity to ensure the fidelity of post training application per SFY for a total of twelve (12) one-hour telephone consults for the original (initial) contract term.	6 Telephone Consults	6 Telephone Consults	12			
3.	<u>Training Materials for Professional Services</u> : Furnish required training materials: agendas, handouts, scoring sheets, testing documents, completion certificates & etc...	1 Training Session	1 Training Session				
4.	<u>Training Manuals for Participants</u> (if applicable, cost of shipping and handling (S&H) per manual shall be included in the unit price).	1 Training Session	1 Training Session				
5.	Original Contract Term Estimated Cost (actual costs TBD at time of reimbursement).					\$	

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

3. Budget Sheet (Optional Renewal Term)

Sex Offender Actuarial Assessment Training Services							
Item	Service	Optional Renewal Term		Column A	Column B	Column C (multiply column A*B)	
		SFY 19	SFY 20	Extended Quantity	Unit Cost or Session Cost	Extended Cost	
1.	<u>Professional Services</u> : Provide one (1) two-day, on-site training session located at the NH Department of Corrections Headquarters, 105 Pleasant Street, Concord, NH 03301 for a maximum of six (6) Behavioral Health staff per session per State Fiscal Year (SFY) 19 & 20.	7/1/18 – 6/30/19	7/1/19 – 6/30/20				
	<u>Estimated Travel Expenses</u> (actual cost TBD at time of reimbursement):	1 Training Session	1 Training Session	2	\$	\$	
	i. Airfare (roundtrip)			6	\$	\$	
	ii. (3) Night hotel stay			6	\$	\$	
	iii. (3) Day vehicle rental + gas			6	\$	\$	
	iv. Meals:						
	a. Breakfast (FFY 18 per diem rate)			6	\$	\$	
	b. Lunch (FFY 18 per diem rate)			8	\$	\$	
	c. Dinner (FFY 18 per diem rate)			6	\$	\$	
	v. Taxi					\$	\$
	vi. Incidentals (Tolls, Parking, Tips & etc...)					\$	\$
vii. *Private Vehicle Mileage (for budgeting purposes, see Exhibit A & B)				\$ *.59/mile	\$		
2.	<u>Subject Matter Expert (SME) Phone Consults</u> : Provide up to six (6), one-hour telephone consults with Behavioral Health Staff and/or supervisor(s) of staff to provide an opportunity to ensure the fidelity of post training application per SFY for a total of twelve (12) one-hour telephone consults for the optional renewal contract term.	6 Telephone Consults	6 Telephone Consults	12			
3.	<u>Training Materials for Professional Services</u> : Furnish required training materials: agendas, handouts, scoring sheets, testing documents, completion certificates & etc...	1 Training Session	1 Training Session				
4.	<u>Training Manuals for Participants</u> (if applicable, cost of shipping and handling (S&H) per manual shall be included in the unit price).	1 Training Session	1 Training Session				
5.	Optional Renewal Term Estimated Cost (actual costs TBD at time of reimbursement).					\$	

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

4. Method of Payment:

- 4.1. Contractor shall provide itemized invoices, commencing thirty (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.
- 4.2. Original invoices shall be sent to the NH Department of Corrections, Division of Medical/Forensic Services, and Attn: Medical & Forensic Operations Administrator, PO Box 1806, Concord, NH 03302-1806 for approval.
- 4.3. Once approved, original invoices shall be forwarded to the Department's Bureau of Financial Services for processing.
- 4.4. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not in accordance with the instructions established by the NH Department of Corrections and Contract Terms and Conditions and Estimated Budget/Method of Payment, Exhibit B.
- 4.5. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility and contain the following information:
 - 4.5.1. Invoice date and number;
 - 4.5.2. Quantity and number of hours for services rendered; and
 - 4.5.3. Itemized invoice by training service and travel expenses.
- 4.6. Contractor errors resulting in service charge shall be at the expense of the Contractor to include:
 - 4.6.1. Assignment of incorrect service type; and
 - 4.6.2. Any related travel expenses for the Contractor's professionals.
- 4.7. Contractor shall use sound business judgments when coordinating travel arrangements and invoice the NH Department of Corrections for travel expenses incurred upon completion of each training session.
 - 4.7.1. If a private vehicle is used from the contractor's (trainer's) home to a mode of common carrier transportation and return or is used to commute from their home state to the training site and return, the trainer may be reimbursed at the proposed Federal IRS mileage rate identified for that period of travel. At the time of writing this RFP, the Federal IRS mileage rate is .54/mile and for budgeting purposes only, a ten percent (10%) incremental allowance is identified in the schedule below. If the IRS rate shall increase above the allotted allowance of ten percent (or above .59/mile) the Contractor shall be reimbursed only at the .59/mile rate. If the IRS rate shall decrease below the budgeted .59/mile rate, the Contractor shall be reimbursed at the actual and current rate for the corresponding period of travel.
 - 4.7.2. The General Services Administration (GSA) Advantage is an online government purchasing service administered by the U.S. General Services Administration. At the option of the contractor (trainer), the cost of meals shall be reimbursed by either receipts or by per diem, but not both. The standard meal per diem rates will follow the U.S. GSA per diem rates, which are only published on October 1, on the first day of the new Federal Fiscal Year (FFY). This date crosses the State's Fiscal Year (SFY) which begins on July 1, of each calendar year. Since the Federal and State fiscal years cross this contract will follow the schedule for reimbursement purposes, below:

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

Contract Period	State Fiscal Year (begins July 1)	Contractual GSA Federal Fiscal Year Per Diem Rate	Federal IRS Mileage Reimbursement Rate
Initial Contract			
February 1, 2017 – June 30, 2017	SFY 17	FFY 17	*.59/mile
July 1, 2017 – June 30, 2018	SFY 18	FFY 17	*.59/mile
Optional Two Year Renewal Contract			
July 1, 2018 – June 30, 2019	SFY 19	FFY 18	*.59/mile
July 1, 2019 – June 30, 2020	SFY 20	FFY 18	*.59/mile
* For budgeting purposes			

- 4.7.3. As for SFY 2017 & SFY 2018, the rates for reimbursement will be as follows: Breakfast (\$13.00), Lunch (\$15.00) and Dinner (\$26.00) for a total of \$54.00 per day. Reimbursement for meals shall follow the State of New Hampshire’s per diem reimbursement policies to include no allowance for breakfast on the first day of travel and no allowance for dinner on the last day of travel, unless the trainer travels past 8:00pm on the last day of travel. The meal rates for reimbursement during the optional renewal period (SFY 2019 & 2020) shall follow the Federal Fiscal Year 2018 rates. Meals should not be overly extravagant.
- 4.7.4. Reimbursement of tolls and long-term parking shall require a valid receipt.
- 4.7.5. A valid receipt shall constitute the receipt to be an **original and itemized**.
- 4.7.6. Department of Corrections reserves the right to request a copy of all itemized receipts from the Contractor claimed by the trainer to support the requested reimbursement of the trainers’ travel expenses prior to payment to the Contractor. If the Contractor elects to be reimbursed via receipts, original and itemized receipts shall be submitted.
- 4.7.7. The cost of shipping and handling (S&H) per manual shall be included in the unit price.
- 4.8. 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.
- 4.9. For contracting purposes, the State’s Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on June 30, 2017.

5. Appropriation of Funding

- 5.1. 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.
- 5.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and

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

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

- 5.1.2. The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

The remainder of this page is intentionally blank.

SECTION F: Special Provisions, Exhibit C

1. Special Provisions:

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

The remainder of this page is intentionally blank.

SECTION G: Glossary of Terms:

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

Term	Acronym	Description/Definition
Alternate W-9 Form	ALT W-9	
Best and Final Offer	BAFO	
Certified Public Accountant	CPA	
Eastern Standard Time	EST	
Estimated	Est	
Federal Fiscal Year	FFY	
Federal Insurance Contributions Act	FICA	
General Services Administration	GSA	
Governor and Executive Council	G&C	
New Hampshire	NH	
NH Department of Corrections	NHDOC	
NH Correctional Facility for Women	NHCF-W	
NH State Prison for Men	NHSP-M	
Northern NH Correctional Facility	NCF	
Not Applicable	N/A	
Post Office Box	PO/P.O.	
Prison Rape Elimination Act	PREA	
Request for Bid	RFB	
Request for Information	RFI	
Request for Proposal	RFP	
Revised Statutes Annotated	RSA	Forms the codified laws of the State subordinate to the New Hampshire State Constitution.
Secure Psychiatric Unit	SPU	
Sex Offender Treatment Intervention and Progress Scale	SOTIPS	
Shipping & Handling	S&H	
State Fiscal Year	SFY	
State of NH Long Form Contract	P-37	
Subject Matter Expert	SME	
Sexual Violence Risk	SVR	
To Be Announced	TBA	
To Be Determined	TBD	
United States	US	
Vermont Assessment of Sex Offender Risk	VASOR	

This Page Intentionally Left Blank