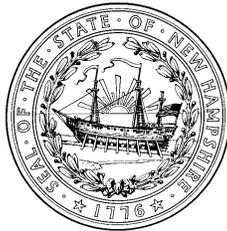


NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL



NHDOC RFP 14-03-OFIP

Correctional Law Library Services

ISSUE DATE: September 27, 2013

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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William L. Wrenn
Commissioner

Bob Mullen
Director

September 27, 2013

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

RFP Title: Correctional Law Library Services

RFP Number: NHDOC RFP 14-03-OFIP

RFP Due Date: November 8, 2013 no later than 2:00PM, EST

RFP Service Regions: Northern NH Correctional Facility (NCF), Berlin, NH; Southern NH Correctional Facility locations: NH State Prison for Men (NHSP-M) Main Library, Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU), Special Housing Unit (SHU), Closed Custody Unit (CCU) and Health Services, Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, 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 Proposal process. These entities are herein after known as the "Vendor," "Contractor" or "Bidder."

SECTION A: Terms, Conditions and Procedures for Submitting Proposals

1. Brief Description:

Attached is a Request for Proposal and Contract format to provide correctional law library services to include all hardware, installation, maintenance and monitoring of the electronic law library for the NH Department of Corrections (herein known as the "NHDOC," "State of New Hampshire," "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 January 1, 2014 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire, whichever is later, through December 31, 2015 with an option to renew for two (2) additional periods of up to one (1) year only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

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3. Outline of Minimum Required Services:

- 3.1. To provide a computer based solution for the maintenance and security of an electronic legal on-line reference material law library system to service an inmate population within the three State of New Hampshire Correctional facilities: Northern NH Correctional Facility (NCF), Berlin, NH; Southern NH Correctional Facility locations: NH State Prison for Men (NHSP-M) Main Library, Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU), Special Housing Unit (SHU), Closed Custody Unit (CCU) and Health Services, Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH to include but not limited to:
- 3.1.1. Provide all necessary hardware and installation of hardware;
 - 3.1.2. Stand alone networking system with security features;
 - 3.1.3. Maintenance of electronic legal reference material law library;
 - 3.1.4. Perform all electronic updates and enhancements; and
 - 3.1.5. Monitoring and reporting of inmate activity.

4. Vendor Conference: (NOT APPLICABLE)

5. Facility Tours: (TBD, IF REQUIRED)

6. Proposal Inquiries:

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

- 6.1. Inquires shall be received no later than 2:00PM EST, on October 18, 2013. However, inquires received will be addressed only if they are deemed by the NH Department of Corrections to be critical to the bid process. No inquiries will be accepted after 2:00PM on October 18, 2013.
- 6.2. All inquiries concerning this Request for Proposal shall be made in writing, citing the RFP Title, RFP Number, Page, Section and Paragraph submitted to:

<p>NH Department of Corrections Education Director 281 North State Street Concord, NH 03301 Tel: (603) 271-1855 Fax: (603) 271-0401 daniel.t.tanguay@nhdoc.state.nh.us</p>
--

- 6.3. Vendors are encouraged to submit inquires via US mail, fax or e-mail prior to October 18, 2013 in order to enable the NH Department of Corrections time to respond.

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 Inquires, will be posted on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> on or prior to October 25, 2013.

8. Last Date to RSVP for Vendor Conference: (NOT APPLICABLE)

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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 are not authorized.

10. Instructions, RFP Documents, Order, 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. Please submit **three (3) originals** and complete Proposals, to include the Cover Page, Proposal Check & Cover Sheet, Cover Letter, Terms and Conditions, P-37 and Exhibit A, B & C, Certificate of Good Standing, Authority/Vote and Insurance, Comprehensive General Liability Insurance Acknowledgment Form, Administrative Rules, Rules of Conduct and Confidentiality of Information Form, Alternate W-9 Form, Statement of Financial Stability, Qualitative References, Non-Disclosure of Right to Know Information Letter to State Agency (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**. All corrections **must be initialed** by the contract signatory;
 - 10.1.2. In addition, submit **two (2) photocopies**, fully executed, and **one (1) 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 November 8, 2013 to be considered; and
 - 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 or bid response documents.**
- 10.2. 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:
- 10.2.1. **Executive Summary:** (not to exceed 2 pages) - Briefly summarize your Proposal following the RFP outline. Provide an overview of the organization (including any networks or subcontractors to be involved).

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- 10.2.2. **Organizational Capacity** (not to exceed 5 pages) - Describe the overall mission and services that the organization provides and how they relate to the goals and priorities as described in the Exhibit A, Scope of Services of this RFP.
 - a.) Describe the organization’s experience and capacity to meet the goals, objectives and priorities of the required services as described in Exhibit A, Scope of Services and to meet any and all performance measures proposed. This includes: 1) its overall ability to perform the technical aspects of the required services 2) the availability of qualified and experienced technicians 3) resources for the proposed services and 4) adequacy of plans for the administration of the services to be provided (include an organizational chart).
- 10.2.3. **Program Structure/Plan of Operation Narrative** (not to exceed 5 pages) – This narrative should describe, concisely and completely, exactly how the services will operate and how the organization will carry out the required scope of services as described in the Exhibit A, Scope of Services to include: (1) project plan for implementation and installation (2) hardware for each facility location (3) maintenance, technician response time and system up time (4) security enhancements (5) monitoring procedures, system performance and usage and (6) service fee plan.
- 10.2.4. **Financial Statements** – Financial stability shall be demonstrated 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 **shall** include one (1) of the following, please check off below one of the two options, to be submitted with your Proposal.

Check	Description
<input type="checkbox"/>	a copy of the organization’s most recent full set of financial statements
<input type="checkbox"/>	a copy of the organization’s audited set of financial statements from an independent CPA firm

- 10.2.5. **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 using similar products and 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. Contact name and address of the organization or person:
 - a.) Name, title, business e-mail address, telephone and fax number of contact person; and
 - b.) Business website address and performance period.
- 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 Style:11 Point, Times New Roman
 - 10.4.2. Line Spacing:One and a half
 - 10.4.3. Text Justification:Flush left
 - 10.4.4. Margins:One inch all around
 - 10.4.5. Tabs:Do not include section tabs
 - 10.4.6. Binding:Do not bind, staple or 3-hole punch.

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- 10.5. Labeling and Addressing Proposal: Please clearly mark the outside of your envelope ***NHDOC RFP 14-03-OFIP Correctional Law Library Services***. Proposals must be received (not simply post-marked) by the NH Department of Corrections, Contract Administrator, P.O. Box 1806, Concord, NH 03302-1806 or hand delivered to Room 322, on the third (3rd) floor of the Main Building of the Governor Gallen State Complex, 105 Pleasant Street, Concord, NH, 03301 no later than **November 8, 2013 at 2:00PM EST**, to be considered.

11. Submission Criteria:

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

- 11.1. Partial service Proposals for a region 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 will 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.
- 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:

- 13.1. Proposals shall be subject to a procedural review by the Contract Administrator prior to any other evaluation review to ensure the Proposals submitted:
- 13.1.1. Conform to instructions and format contained within the RFP;
- 13.1.2. Are properly executed and complete; and
- 13.1.3. Contain all required supporting documentation.

14. Location of Posted RFP and Other Contract & RFP Documents:

- 14.1. RFP: Copies of the RFP can be downloaded from the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>; and
- 14.2. Other Contract & RFP Documents: P-37, version 1/09, Certificates of Authority/Vote, Comprehensive General Liability Insurance Acknowledgement Form, Health Insurance Portability and Accountability Act (HIPAA), Administrative Rules, Rules of Conduct and Confidentiality of Information Agreement, Alternate W-9 Form, Criminal Justice Information Services (CJIS) Security Addendum Certification Form, Public Law 104-91 and with the Standards for Privacy of Individual Identifiable Health Information, 45 CFR Parts 160 and 164, if applicable to contracted activities, are located as a separate link on the Department's website: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

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15. Cancellation:

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

16. Financial Commitment:

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

17. Rejection of Proposals:

- 17.1. Proposals may be rejected at any time at the discretion of the Director of Administration if the Vendor:
 - 17.1.1. Has any interest that shall, in the sole discretion of NH Department of Corrections, conflict with performance of services for the State;
 - 17.1.2. Fails to demonstrate to the satisfaction of NH Department of Corrections that it is in sound financial condition;
 - 17.1.3. 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 (Resumes **shall** not contain **any** personal information);
 - 17.1.4. 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;
 - 17.1.5. Fails to reach an agreement with NH Department of Corrections on any and all Contract terms;
 - 17.1.6. Fails to provide proof of licenses, permits and/or certifications for the life of the Contract and any renewals thereof (redact license, permit and certification numbers from documents); and
 - 17.1.7. Proposals that reduce the NH Department of Corrections current functions.

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

- 18.1. 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:
 - 18.1.1. Seek clarification;
 - 18.1.2. Allow the Vendor to make corrections; or
 - 18.1.3. Apply a combination of the two (2) 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/nhdod/business/rfp.html>. This notification will also serve as a Public Notice.
- 19.2. It is the Vendor's sole responsibility to monitor the NH Department of Corrections website for RFP related publications to include, but not limited to: Public Notices, RFP Cancellations, Addendums, Amendments, Questions & Answers, RSAs, Court Decrees and/or ancillary documents.
- 19.3. 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.

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- 19.4. The NH Department of Corrections at its discretion may request clarification from a Vendor of a Proposal submitted.
- 19.5. 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 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 sub-contractors, 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 are not authorized.

21. Competition:

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

22. Collusion:

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

23. Disclosure of Sealed Proposal:

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

24. Oral Presentation:

Prior to the determination of the award, a Vendor may be required to make an oral presentation to clarify any portion of their response or to describe how the service requirements shall be accomplished. Vendor finalists may be asked to conduct the presentation at a time period and location 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 posting of the Contract item to the Secretary of States Office, Governor and Executive Council Agenda and Minutes, website <http://www.sos.nh.gov/g&c%20minutes-New.htm> prior to the

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Contract's scheduled Governor and Executive Council meeting and upon the 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, any resulting Contract and any renewal Contracts thereof. The Vendor shall be responsible for and agree to be bound by the provisions, to include but not limited to, as set forth to any NH Department of Corrections Administrative Rules, Rules of Conduct and Confidentiality of Information policies, Federal Laws, State RSAs and Criminal Justice Information Services regulations.

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 and approval.

31. Licenses, Permits and/or Certifications:

The 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.

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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. 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 Corrections reserves the right to enter into concurrent negotiations with more than one (1) Bidder. If the NH Department of Corrections enters into concurrent negotiations with more than one (1) Bidder, 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:

- 33.5.1. Total Estimated Cost;
- 33.5.2. Organizational Resources and Capability;
- 33.5.3. Financial Stability; and
- 33.5.4. Qualitative 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.

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34. Scoring of Evaluation Criteria:

34.1. Table of Scoring Criteria:

Category	Points Per Category
34.1.1. Total Estimated Cost: (60 Points)	60
34.1.2. Organizational Resources and Capability: (30 Points)	30
34.1.2.1. Ability to provide, meet and effectively manage the requirements and Scope of Services: (10 points) 34.1.2.2. Organizational Resources: (10 points) 34.1.2.3. Credentials and Correctional Experience (10 points)	
34.1.3. Financial Stability: (5 Points)	5
34.1.4. Qualitative 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 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	September 27, 2013
2	Written Inquiries Due	October 18, 2013
3	NHDOC Posts Answers to Inquiries	October 25, 2013
4	RSVP to Attend Vendor Conference	N/A
5	Vendor Conference	N/A
6	Facility Tours	TBA, If Required
7	Proposals Due	November 8, 2013
8	Presentations of Selected Vendors	TBA, If Required
9	Best & Final Offer	TBA, If Required
10	Contract Finalization	Nov/Dec 2013
11	Anticipated Approval by the Governor and Executive Council	Dec 2013/Jan 2014
12	Expected Services Start Date	Upon Approval by G&C

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. 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*.

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36. Procedures for Proposal Selection and Notification:

- 36.1. A letter of selection may be sent to the Vendors who submitted Proposals that are 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. Financial responsibility for preparation of Proposals is the sole responsibility of the Vendor.
- 37.5. The successful Vendor and/or subcontractors shall be solely responsible for meeting all terms and conditions specified in the RFP, their Proposal, resulting Contract and any renewals thereof.
- 37.6. Vendors and/or subcontractors shall comply with any and all applicable federal, state or local laws including but not limited to: Equal Employment Opportunity (EEO), Immigration and Naturalization, NH Department of Environmental Services (NHDES), Occupational Safety & Health Administration (OSHA), US Environmental Protection Agency (EPA), The American with Disabilities Act (ADA) and insurance laws.

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Proposal Cover Sheet

PROPOSAL FOR: The provision of Correctional Law Library Services for the NH Department of Corrections (locations listed in Terms & Conditions and Exhibit A) to contract with one Vendor for the breadth of the services in this RFP. Partial Proposals of services for any regional area shall not be accepted. A Vendor must bid on both Regional Areas.

RFP NUMBER: NHDOC RFP (14-03-OFIP)

LOCATION OF SERVICES:

Northern Region: Northern NH
Correctional Facility (NCF)

Southern Region: Southern
Correctional Facilities & Secure
Psychiatric Unit (SPU)

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

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

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

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Proposal Check Sheet

FORMAT FOR SUBMISSION: Vendors shall submit three (3) 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 shall be considered "technically non-responsive" and the Vendor will 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.
- Initialed Proposal Check Sheet;
- Initialed Proposal Cover Sheet (please use the previous page for this document);
- Initialed Cover Letter (see criteria, section 10.2 Required RFP Documents within the RFP):
 - Executive Summary;
 - Organizational Capacity; and
 - Program Structure/Plan of Operation Narrative.
- Initialed Request for Proposal, Terms and Conditions;
- Initialed and Dated Contract Form P-37, version 1/09 ([P-37](#)):
 - 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 – Estimated Budget/Method of Payment, 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/Vote (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 VENDOR'S ORGANIZATION MUST BE IDENTIFIED IN THE INSURED SECTION OF THE CERTIFICATE OF LIABILITY INSURANCE DOCUMENT.

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Proposal Check Sheet

- Initialed Comprehensive General Liability Insurance Acknowledgement Form – ([Comprehensive General Liability Insurance Acknowledgement Form](#));
- Initialed Administrative Rules, Rules of Conduct and Confidentiality of Information Forms;
- Initialed Alternate W-9 Form ([W-9 Form Document](#));
- Initialed Statement of Financial Stability;
- Initialed Qualitative References; and
- Initialed Non-Disclosure of Right to Know Information Letter to State Agency, if applicable (See Scope of Services, Exhibit A, Section 15).

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 and link [Tools And Resources For Bidders](#) located at the bottom of the webpage.

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 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)**. 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 or e-mail the certificate to jlind@nhdoc.state.nh.us
- 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 General Liability Insurance, Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employers' Liability coverage and Professional Liability or Business Owners Policy (if applicable);

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SECTION B: Scope of Services, Exhibit A

1. Purpose:

The Contractor shall provide a computer based solution for the maintenance and security of an electronic legal on-line reference material law library system to service an inmate population within the three State of New Hampshire Correctional facilities to include but not limited to:

- 1.1. Provide all necessary hardware and installation of hardware;
- 1.2. Stand alone networking system with security features;
- 1.3. Maintenance of electronic legal reference material law library;
- 1.4. Perform all electronic updates and enhancements; and
- 1.5. Monitoring and reporting of inmate activity.

2. Terms of Contract:

Contract(s) awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning January 1, 2014 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through December 31, 2016 with an option to renew for two (2) additional periods of up to one (1) year only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Location of Services:

Northern NH Correctional Facility (NCF), Berlin, NH; Southern NH Correctional Facility locations: NH State Prison for Men (NHSP-M) Main Library, Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU), Special Housing Unit (SHU), Closed Custody Unit (CCU) and Health Services, Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH which are marked with an "X" below:

Northern Region – Northern NH Correctional Facility			
X	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
Southern Region – Southern NH Correctional Facilities			
X	NH State Prison for Men – (NHSP- M)	281 North State Street	Concord, NH 03301
	Main Library	281 North State Street	Concord, NH 03301
	Secure Psychiatric Unit (SPU)/ Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
	Special Housing Unit (SHU)	281 North State Street	Concord, NH 03301
	Closed Custody Unit (CCU)	281 North State Street	Concord, NH 03301
	Health Services	281 North State Street	Concord, NH 03301
X	NH State Prison for Women – (NHSP-W)	317 Mast Road	Goffstown, NH 03045

- 3.1. Partial Proposals for the requested services for the Northern and/or Southern Regional Area shall not be accepted.
- 3.2. Proposals that reduce the NH Department of Corrections current functions shall not be accepted.

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4. Current Inmate/Patient/non-Adjudicated Resident Population as of 9/27/2013:

NH Department of Corrections Current Population		
Northern NH Correctional Facility (NCF)	Berlin, NH 03570	638
NH State Prison for Men – (NHSP- M)	Concord, NH 03301	1461
Secure Psychiatric Unit (SPU) / Residential Treatment Unit (RTU)	Concord, NH 03301	83
NH State Prison for Women – (NHSP-W)	Goffstown, NH 03045	125
Community Corrections	Concord, Manchester	306
Current Inmate/Patient/non-Adjudicated Resident Population:		2613

5. Specifications for Required Scope of Services:

5.1. Overview: The Contractor shall provide all hardware, installation, maintenance and monitoring of the NH Department of Corrections Electronic Law Library. The law library information or legal content is currently provided to the NH Department of Corrections by LexisNexis via an external hard drive. The Department would like to switch to online content from LexisNexis as part of this system implementation. The Contractor shall be expected to work with LexisNexis as needed to provide the required scope of services as outlined in this RFP at the following locations as identified in the Scope of Services, Section Three (3), Location of Services.

5.1.1. Hardware: The Contractor shall provide all necessary hardware, including but not limited to: servers, switches, firewalls, power protection, secure end user terminals and printers to allow the Department facilities and sub-locations to receive legal content. Each system shall be physically isolated from the staff network with no common data wires, switches or network components. Each system will have a secured online link to be used for maintenance, updates and surveillance of inmate population. The Contractor shall provide at a minimum eighteen (18) end user “dumb” terminals with assignments of terminals to the following locations:

Location	Amount Dumb Terminals
Northern NH Correctional Facility (NCF)	Five (5)
NH State Prison for Men – (NHSP- M)	
Main Library	Seven (7)
Secure Psychiatric Unit (SPU)/ Residential Treatment Unit (RTU)	One (1)
Special Housing Unit (SHU)	One (1)
Closed Custody Unit (CCU)	One (1)
Health Services	One (1)
NH State Prison for Women – (NHSP-W)	Two (2)

5.1.2. Installation: The Contractor shall be responsible for the installation of all hardware owned and operated by the Contractor for the delivery of legal content. In addition, the Contractor shall be responsible for any network wiring required to deliver legal content to the facilities via a State of NH approved wiring contractor.

5.1.3. Maintenance: The Contractor shall be responsible for the maintenance of all hardware owned and operated by the Contractor. Any damaged or defective end user terminals shall be replaced with new or equivalent components by the Contractor within forty-eight (48) hours, seven (7) days a week, including weekend and holidays, of notification of a problem by the Department’s Contract Liaison. The Contractor shall respond to total outage of the system and/or any one facility

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within twenty-four (24) hours, seven (7) days a week, including weekends and holidays, via answering service, on-call staff or on-site visit. Answering machines or voice mail shall not be an acceptable form of communication.

5.1.3.1. Holidays shall be based on State of NH designated holidays.

- 5.1.4. Monitoring: The Contractor shall perform ongoing monitoring of use of the system for security purposes. Monitoring of the systems may be performed remotely by the Contractor. The Contractor agrees to promptly notify the Department of any activity by end users that appears to be “unusual” and may be considered an unapproved use of the system.
- 5.1.5. Printing: System shall provide local printing solution with each law library in each location. Procedures and policies will be established by the NH Department of Corrections to administer the printing function. The Contractor shall configure the printing function to operate within that framework.
- 5.1.6. Reporting: The Contractor shall provide usage reports to the Director of Education of “unusual” events as well as other reports as agreed upon between the Contractor and the Department.
- 5.2. Emergency/Act of Vandalism Services: The Contractor shall provide “on-call” services for emergency and/or acts of vandalism services.
 - 5.2.1. Major “on-call” services for unscheduled, emergency and/or acts of vandalism services shall require an estimate for work to be provided at no charge to the NH Department of Corrections to be approved by the Director of Education and or designee prior to any work to be performed.
 - 5.2.2. If damage to a component and/or part is/are determined by mutual agreement of the NH Department of Corrections and the Contractor is to be an act of vandalism, the following procedures shall apply: The component(s)/part(s) shall be turned in to the Control Room for evidence and shall be accompanied by all information needed for billing the responsible party. Within forty-eight (48) hours a quote shall be faxed to the Director of Education at (603) 271-1855 with the expected costs related to the vandalism.

6. General Service Provisions:

- 6.1. NH Department of Corrections Contact: The Director of Education or designee shall contact the Contractor when service is needed.
- 6.2. Contractor Tools and Equipment: The Contractor must furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the Contract. Any tools, containers and vehicles the Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 6.3. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 6.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.
- 6.5. Contractor Employee Information: The Contractor shall be responsible for initiating a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or subcontractor to provide services to NH Department of Corrections. No individual convicted of a felony or misdemeanor shall be permitted to provide services.

- All hires of the Contractor and/or subcontractor are contingent upon receipt of a background check and fingerprinting report(s) from the NH Department of Safety. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting.
- 6.5.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
- 6.5.2. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or subcontractor employee who does not comply with the criteria identified in Paragraph 6.5.3., below.
- 6.5.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provide services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Division Director and designee of the NH Department of Corrections;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Individuals with a history of drug diversion;
 - Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 6.6. 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.
- 6.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The Contractor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the **business (no personal information)** 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.

- 6.7.1. 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.
- 6.7.2. 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.
- 6.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Director of Education, 281 North State Street, Concord, NH 03301.
- 6.8. Contractor's Liaison's Responsibilities: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
 - 6.8.1. Representing the Contractor on all matters pertaining to the Contract. Such as representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract;
 - 6.8.2. Monitoring the Contract's compliance with the terms of the Contract;
 - 6.8.3. 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
 - 6.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.9. 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. 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. NH Department of Corrections representative shall be responsible for:
 - 6.9.1. 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;
 - 6.9.2. Monitoring compliance with the terms of the Contract;
 - 6.9.3. 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;
 - 6.9.4. Meeting with the Contractor's representative on a periodic or as needed basis and resolving issues which arise; and
 - 6.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 6.10. Reporting Requirements: The Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
 - 6.10.1. "Unusual" reports;
 - 6.10.2. Usage reports;
 - 6.10.3. It is the intent of the NH Department of Corrections to work with the Contractor so that the Contractor can provide any reporting requirements that meets the Department's needs.

- 6.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
- 6.11.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract;
 - 6.11.2. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
 - 6.11.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies;
 - 6.11.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action; and
 - 6.11.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract;
 - b.) Has lost or has been notified of intention to lose their accreditation and/or licensure;
 - c.) Has lost or has been notified of intention to lose their federal certification and/or licensure; or
 - d.) Terminate the Contract as otherwise permitted by law.
- 6.12. Declaration of Liaison:
- 6.12.1. The Contractor shall, within (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, business address, business telephone and fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Vendor's performance under the Contract. 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.
 - 6.12.2. 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.
 - 6.12.3. 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 Contractor to assure the orderly and uninterrupted transition from one Contractor to another. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.

7. Other Contract Provisions:

- 7.1. 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.
- 7.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract, and/or
 - b.) As otherwise permitted by law or as stipulated within this Contract.

- 7.2. Coordination of Efforts: The Contractor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to NH Department of Corrections as requested by the NH Department of Corrections throughout the effective period of the Contract.

8. Bankruptcy or Insolvency Proceeding Notification:

- 8.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or up on the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 8.2. 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.

9. Embodiment of the Contract:

- 9.1. The Contract between the NH Department of Corrections and the Vendor shall consist of:
- 9.1.1. The Request for Proposal (RFP) and any amendments thereto;
 - 9.1.2. The Proposal submitted by the Vendor in response to the RFP; and/or
 - 9.1.3. A negotiated document (Contract) agreed to by and between the parties that is ratified by a “meeting of the minds” after careful consideration of all of the terms and conditions and that which is approved by the Commissioner of the NH Department of Corrections and the Governor and Executive Council of the State of New Hampshire.
- 9.2. 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 9.1.3. shall govern.
- 9.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor’s Proposal and/or the result of a Contract.

10. Cancellation of Contract:

- 10.1. 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.
- 10.2. 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.
- 10.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 10.4. The NH Department of Corrections reserves the right to cancel the Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

11. 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 Contractor to assure the orderly and uninterrupted transition from one Contractor to another.

12. Audit Requirement:

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

13. Additional Items/Locations:

Upon agreement of both parties, additional equipment 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.

14. Information:

14.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients/non-adjudicated residents 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 Contractor's performance under the Contract.

14.2 The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.

14.3. In the event of unauthorized use or disclosure of the inmate/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH Department of Corrections.

14.4. 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. 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](#). In addition, in accordance with [RSA 9-F:1](#), 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](#). 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.

16. Contractor Personnel:

- 16.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 16.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

17. Notification to the Contractor:

The NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

18. Special Notes:

- 18.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 18.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
- 18.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 18.4. 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:
 - 18.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 18.4.2. Secure the Contractor's written agreement to the proposed changes.
- 18.5. 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.
- 18.6. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.
- 18.7. All work shall be performed in a manner compliant with all existing state and federal safety laws, rules, regulations and standards including but not limited to: Equal Employment Opportunity (EEO), Immigration and Naturalization, NH Department of Environmental Services (NHDES), Occupational Safety & Health Administration (OSHA), US Environmental Protection Agency (EPA), The American with Disabilities Act (ADA), and insurance laws.

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

1. Signature Page

The Vendor proposes to provide Correctional Law Library 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*” 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).

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

2. Estimated Budget – Northern Region: Northern Correctional Facility (NCF)

2.1. Hardware Fee Schedule Year 1 – Northern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost	Extended Cost
1.					\$	\$
2.					\$	\$
3.					\$	\$
4.					\$	\$
5.					\$	\$
6.					\$	\$
7.					\$	\$
8.					\$	\$
Subtotal Cost:						\$

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

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

2.2. Maintenance, Replacement Components, Upgrades, Enhancements and Continuous Monitoring Fee Schedule Year 1 – Northern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost or Monthly Cost	Extended Cost
1.					\$	\$
Subtotal Cost:						\$
Year 1: NCF Total Cost: (add Subtotal Cost Table 2.1 & Subtotal Cost Table 2.2)						\$

2.3. Maintenance, Replacement Components, Upgrades, Enhancements and Continuous Monitoring Fee Schedule Year 2 – Northern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost or Monthly Cost	Extended Cost
1.					\$	\$
Year 2: NCF Total Cost:						\$

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

3. Estimated Budget – Southern Region: NHSP-M

3.1. Hardware Fee Schedule – Southern Region:

Item #	Qty	Unit of Measure	Part	Sub Location	Description	Unit Cost	Extended Cost
1.						\$	\$
2.						\$	\$
3.						\$	\$
4.						\$	\$
5.						\$	\$
6.						\$	\$
7.						\$	\$
8.						\$	\$
9.						\$	\$
10.						\$	\$
Subtotal Cost:							\$

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

3.2. Maintenance, Replacement Components, Upgrades, Enhancements and Continuous Monitoring Fee Schedule Year 1 – Southern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost or Monthly Cost	Extended Cost
1.					\$	\$
Subtotal Cost:						\$
Year 1: NHSP-M Total Cost: (add Subtotal Cost Table 3.1 & Subtotal Cost Table 3.2)						\$

3.3. Maintenance, Replacement Components, Upgrades, Enhancements and Continuous Monitoring Fee Schedule Year 2 – Southern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost or Monthly Cost	Extended Cost
1.					\$	\$
Year 2: NHSP-M Total Cost:						\$

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

4. Estimated Budget – Southern Region: NHSP-W

4.1. Hardware Fee Schedule – Southern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost	Extended Cost
1.					\$	\$
2.					\$	\$
3.					\$	\$
4.					\$	\$
5.					\$	\$
6.					\$	\$
7.					\$	\$
8.					\$	\$
Subtotal Cost:						\$

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

4.2. Maintenance, Replacement Components, Upgrades, Enhancements and Continuous Monitoring Fee Schedule Year 1 – Southern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost or Monthly Cost	Extended Cost
1.					\$	\$
Subtotal Cost:						\$
Year 1: NHSP-W Total Cost: (add Subtotal Cost Table 4.1 & Subtotal Cost Table 4.2)						\$

4.3. Maintenance, Replacement Components, Upgrades, Enhancements and Continuous Monitoring Fee Schedule Year 2 – Southern Region:

Item #	Qty	Unit of Measure	Part	Description	Unit Cost or Monthly Cost	Extended Cost
1.					\$	\$
Year 2: NHSP-W Total Cost:						\$

5. Estimated Budget – Northern Region: NCF and Southern Region: NHSP-M and NHSP-W

5.1. Total Cost for Year 1 (Hardware and Maintenance Fee Schedule) and Year 2 Maintenance Fee Schedule – Northern Region and Southern Region:

Column	A	B	C	D	E	F	G
Location	Hardware Cost (Table 2.1, 3.1. & 4.1)	Maintenance Monthly Cost	Year 1 Quantity of Units or Months	Year 2 Quantity of Units or Month	Maintenance Fee Year 1 (Row Cell B*C)	Maintenance Fee Year 2 (Row Cell B*D)	Extended Cost Year 1 & 2 (Add Row Cell A, E & F)
1. NCF	\$	\$			\$	\$	\$
2. NHSP-M	\$	\$			\$	\$	\$
3. NHSP-W	\$	\$			\$	\$	\$
Subtotal Column: (A, E & F)	\$				\$	\$	\$
Total Cost: (Add Column G Cells for Row 1, 2 & 3)							\$

5.2. For budgeting purposes:

5.2.1. Original Service Period shall be designated as Year 1 (January 1, 2014 – December 31, 2014) & Year 2 (January 1, 2015 – December 31, 2015);

5.2.2. Optional Renewal Periods, if exercised, for Maintenance, Replacement Parts/Components, Upgrades, Enhancements and Continuous Monitoring for Year 3 (January 1, 2016 – December, 2016) & Year 4 (January 1, 2017 – December, 2017) shall be the Contractor amounts as identified in the Maintenance Fee Schedules (Table 2.3, Table 3.3 & Table 4.3).

6. Method of Payment:

- 6.1. Services are to be invoiced monthly 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.
- 6.2. Invoices shall be submitted no later than sixty (60) days post date of services rendered.
- 6.3. Invoices shall be sent to the NH Department of Corrections, c/o Director of Education, 281 North State Street, Concord, NH 03301.
- 6.4. Once approved, the original invoices shall be forwarded to the Accounts Payable unit of the Department's Bureau of Financial Services for processing.
- 6.5. The NH Department of Corrections may make adjustments to the payment amount identified on a Vendors monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 6.6. The NH Department of Administrative Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information, but not limited to:
 - 6.6.1. Invoice date & number;
 - 6.6.2. Description of services rendered;
 - 6.6.3. Dates of said service(s); and
 - 6.6.4. Cost of parts and/or service.
- 6.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

7. Appropriation of Funding:

- 7.1. 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.
 - 7.1.1. 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 contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
 - 7.1.2. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the Contract.

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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Section E: Glossary of Terms:

Various terms and abbreviations are used within the 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
Americans with Disabilities Act	ADA	Relevant sections of this Act detail the requirements for audible and visual indicating appliances and mounting heights for manual pull stations.
Closed Custody Unit	CCU	
CJIS Systems Officer	CSO	
Criminal Justice Information Services	CJIS	Is a division of the US Federal Bureau of Investigation and created to reduce terrorist and criminal activities by maximizing the ability to provide timely and relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies concerning individuals, stolen property, criminal organizations and activities, and other law enforcement related data.
Environmental Protection Agency	EPA	An agency of the United States federal government which was created for the purpose of protecting human health and the environment by writing and enforcing regulations based on laws passed by Congress.
Equal Employment Opportunity	EEO	
Governor and Executive Council	G&C	
Health Insurance Portability and Accountability Act	HIPAA	
Minimum Security Unit	MSU	
Northern NH Correctional Facility	NCF	
NH Department of Corrections	NHDOC	
NH Department of Environmental Services	NHDES	
NH State Prison for Men	NHSP-M	
NH State Prison for Women	NHSP-W	
Northern NH Correctional Facility	NCF	
Occupational Safety & Health Administration	OSHA	
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.
Residential Treatment Unit	RTU	
Secured Housing Unit	SHU	
Secured Psychiatric Unit	SPU	
State of NH Long Form Contract	P-37	

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