

**PROFESSIONAL SHELVING AND FIXTURE SERVICES
RFP 2020-02-SHELF
REQUEST FOR PROPOSAL INQUIRIES**

QUESTION 1:

Q: On which pages are Exhibit “B” and “C” referenced in the body of this RFP?

A: Exhibits B and C are attachments to the State of New Hampshire’s Form P-37, which is located at Appendix A to this RFP. Typically, a fully-executed P-37 comes with three exhibits attached (Exhibits A, B, and C).

Exhibit A (special provisions), is used to make amendments to the standard P-37 form language.

Exhibit B (services to be performed) is where the contracting parties set forth the scope of the services that they are contracting for.

Exhibit C (contract price/price limitation/payment) is where the contracting parties provide the contract pricing and terms of payment.

This evaluative RFP process is used to identify a vendor that will enter into contract discussions/negotiations with the NHLC. *See* RFP Part IV, Section 4 (pg. 17 of 37).

Via this contract discussion/negotiation process between the NHLC and the selected vendor, the parties will agree upon contract terms, which will then appear in Exhibits A, B, and C to the P-37. Because these exhibits have not yet been negotiated between the NHLC and the selected vendor, they do not yet exist. For this reason, they are not included in the body of the RFP.

QUESTION 2:

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Part I, Section 4 - Contracting Period – “The NHLC seeks to enter into an agreement for a term of three (3) years beginning on or about May 31, 2020, and extending through May 31, 2023. The contract term may, at the sole option of the NHLC, be extended for an additional two (2) year term upon mutual written agreement by the parties.”

Q: Is there a mutual termination clause that can be added?

A: Yes. Mutual termination language may be negotiated with the selected vendor during the contract discussion/negotiation process.

QUESTION 3:

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Part I, Section 5, PROPOSED SCOPE OF WORK

Subsection A(3) - “The successful Contractor shall have the technical capability and employ a sufficient number of trained technicians to serve the NHLC Headquarters and all Liquor and Wine Outlets, including new stores that may open during the life of the contract, according to the requirements contained in this RFP.”

Q: Are there specific qualifying traits or capabilities or numbers of employees?

A: No. There are no specific requirements in this regard. This language just indicates that to qualify, the Contractor must have the capacity to meet the NHLC’s shelving needs.

QUESTION 4:

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Part I, Section 5, PROPOSED SCOPE OF WORK

Subsection B, QUOTING A PROJECT- “Contractor shall be responsible for the preparation of CAD renderings and conceptual drawings. The CAD renderings provided by the Contractor will be based on initial drawings/ other materials provide by the NHLC.”

Q: Can the CAD drawings be limited in scope to interior A-1 floor plan and fixtures, not architectural or mechanical plans stamped or unstamped?

A: Yes.

QUESTION 5:

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Part 1, Section 5, PROPOSED SCOPE OF WORK

Subsection B, WORKMANSHIP – “Contractor is responsible for immediate minor repairs, paint touch-ups, or replacement of damaged items.”

Q: Is the contractor responsible for damages created by force of nature or third-party non-related trades on site?

A: No. The language referenced above is not intended to hold the Contractor responsible for minor damage caused by others. Contract language clarifying this may be discussed with the selected vendor during the contract discussion/negotiation process.

QUESTION 6:

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Part 1, Section 5, PROPOSED SCOPE OF WORK

Subsection C(3) – “Contractor shall have readily available and supply all replacement parts, which shall be new and of the same quality and brand as that being replaced. Substitutions will be permitted only with prior authorization of the contract officer or his designee.”

Q: Whereas existing stores are in various vintages and versions of custom products the possibility is endless and limited by availability. Can this line be stricken based on practicality?

A: The NHLC acknowledges the practical difficulty presented by this requirement and is willing to discuss/negotiate reasonable alternatives with the selected vendor during the contract discussion/negotiations process.

QUESTION 7:

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Part 1, Section 5, PROPOSED SCOPE OF WORK

Subsection C(4) – “Contractor shall perform all work according to the best practices and standards of the trade and in accordance with the local, state, and federal codes.”

- Q:** This line infers that the shelving and fixture provider is a licensed contractor general or otherwise licensed with access to local state and federal codes. How does this apply to a value added reseller (var)?
- A:** This language requires that the selected contractor implement best practices and standards in the industry at hand. While in some industries, implementing best practices and following industry standards would require adherence to state, local, or federal standards, in other trades, such as shelving and fixtures, best practices and industry standards may set by metrics that are known to those in that industry.

QUESTION 8:

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Part 1, Section 5, PROPOSED SCOPE OF WORK

Subsection C(8) – “The Contractor shall bear all losses on account of the amount or character of the work performed or because the nature in which the work performed is different from what was estimated or expected, or on account of the weather, elements, or other causes.”

- Q:** How does the exception of a liability for third-party construction issues or change of scope during the project without substantive resolution even for weather not become a shared responsibility? Is this issue negotiable?
- A:** This item is negotiable and may be discussed with the selected vendor during the contract discussion/negotiation process.

QUESTION 9:

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Part 1, Section 5, PROPOSED SCOPE OF WORK

Subsection C(13) – “Any contract resulting from this RFP shall not, in whole or in part, be subcontracted, assigned, or otherwise transferred to any other contractor without prior written approval by the NHLC. In the event the NHLC approves the use of a subcontractor, Contractor shall be directly responsible for the subcontractor’s performance and work quality. Subcontractors must abide by all terms and conditions under this RFP and any resulting contract.”

Q: Are all manufacturers used for custom items required to be approved where as we are not a contractor although we will be working under your contract?

A: No. If the Contractor procures specialty items, such as lighting, refrigeration units, or wine vaults (*i.e.* items that are not shelving, counters, or cash wraps), the Contractor need not obtain prior approval of the NHLC. Rather, the Contractor’s estimate to the NHLC must include the price of the custom items.

QUESTION 10:

Q: Does a value added reseller and designer of store fixtures fall under the same guidelines as a “contractor?”

A: The word “Contractor,” as used in the RFP, refers to the person/entity that ultimately enters into a contract with the NHLC following this RFP process. The use of the word “Contractor” is not intended to have any other connotation, it simply refers to being a party to a contract with the NHLC.