



**REQUEST FOR PROPOSAL**

**RFP 2019-03-SEPTIC**

**PROFESSIONAL SEPTIC SERVICES**

**April 30, 2019**

**Issued by:**



**New Hampshire  
Liquor Commission  
PO Box 503, 50 Storrs Street  
Concord, NH 03302**

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**TABLE 1: SCHEDULE**

The following table provides a schedule of events for this RFP through contract finalization and approval. The NHLC reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum. Any such Addendum will be effected by posting on the NHLC official website at [https://www.nh.gov/liquor/public\\_notices.shtml](https://www.nh.gov/liquor/public_notices.shtml). Proposers are responsible for checking the website.

<b>EVENT</b>	<b>DATE</b>	<b>LOCAL TIME</b>
Request for Proposals Issued	Wednesday, May 1, 2019	
Deadline to Submit Inquiries	Thursday, May 9, 2019	1:00 PM
NHLC Response to Proposer Inquiries	Friday, May 10, 2019	2:00 PM
Deadline for Submitting Sealed Proposals (“Closing Date”)	Tuesday, May 28, 2019	1:30 PM
Proposal Opening	Wednesday, May 29, 2019	9:00 AM

## **PART I - GENERAL INFORMATION FOR PROPOSERS**

### **1. PURPOSE**

The N.H. Liquor Commission (“NHLC” or “State”) seeks to procure services for septic services, including tank pumping and cleaning, at two (2) retail store locations in Hampton, New Hampshire. The NHLC is issuing this Request for Proposals (RFP) as a vehicle for soliciting and evaluating proposals from interested companies with the goal of contracting with one certified Contractor (“Contractor” or “Proposer”).

This RFP describes the particular services sought by the NHLC and provides the terms governing this procurement process, including instructions governing the required content of a Proposal and the criteria by which submissions will be evaluated. A Proposer may submit a Proposal for services as further described in Part II, of this RFP.

### **2. ISSUING OFFICE**

This RFP is issued by the NHLC, which shall serve as the Issuing Office. The Issuing Officer responsible for managing the RFP process is:

**Natasha Cole, Paralegal II**  
NH Liquor Commission  
P.O. Box 503  
Concord, NH, 03302-0503  
Tel: 603-230-3198  
Fax: 603-271-1107  
[Natasha.Cole@liquor.nh.gov](mailto:Natasha.Cole@liquor.nh.gov)

### **3. CONTRACTING PERIOD**

The NHLC proposes to enter into an agreement for a term of three (3) years beginning on or about June 30, 2019 and extending through June 30, 2022. The contract term may, at the sole option of the NHLC, be extended for an additional two-year term upon mutual written agreement by the parties.

### **4. PROPOSED SCOPE OF WORK**

#### **A. Minimum Qualifications**

The successful Contractor shall have a minimum of five (5) years’ experience providing septic services for commercial projects.

The successful Contractor shall have the technical capability and employ a sufficient number of trained technicians to provide septic services, including septic tank pumping and cleaning, at the retail store locations located on I-95 in Hampton, New Hampshire as follows.

- 1) The successful Contractor shall have the ability to perform all pumping and cleaning services prior to the retail store opening for their normal business hours which is 8:00 AM daily.
- 2) The successful Contractor shall adhere to a determined set schedule to minimize the number of visits to the retail store locations.

The NHLC Liquor & Wine Outlet locations are set out in Appendix B.

## **B. Project Deliverables**

The successful Contractor will be expected to provide the following services for two (2) retail store locations located on I-95 in Hampton, New Hampshire:

- 1) Pumping:
  - a. 1,000 gallon tanks shall be pumped two (2) times per year;
  - b. 1,000 gallon pump station shall be pumped one (1) time per year;
  - c. 2,000 gallon pump station shall be pumped one (1) time per year;
  - d. 3,000 gallon tanks shall be pumped one (1) time per year; and
  - e. 6,000 gallon tanks shall be pumped three (3) times per year.
- 2) Cleaning:
  - a. All tanks must be thoroughly cleaned by using mechanical, and as needed, manual labor, removing all sledge and matter; and
  - b. A NHLC representative must inspect the tank prior to reinstalling the covers.
- 3) Service Response Time:
  - a. Standard service response time for all non-critical service calls shall be within 24 hours from the time of notification;
  - b. Critical service response time, which includes backup or overflow, shall be responded to within four (4) hours from the time of notification; and
  - c. The Contractor shall maintain a 24-hour phone number for emergency service requests.
- 4) Arrival and Departure:
  - a. Upon arrival and departure at the site, the Contractor shall sign in and out with the NHLC representative of the store; and
  - b. Prior to leaving the site, the Contractor shall provide a written report of the work performed and obtain the NHLC representative's signature thereon. The time of day must be written on the report and the NHLC representative must initial it at the time of arrival and again at departure.

A list of equipment currently in use is provided in Appendix C

## **C. Additional Requirements**

- 1) Any service required above and beyond normal manufacturer preventative maintenance in an amount over \$250.00 will require a written estimate. The Contractor shall provide the written estimate and obtain approval from the Contract Officer, before any work is performed.

- 2) The Contractor shall secure and pay for all permits, inspections, and licenses necessary for the execution of work.
- 3) The Contractor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the work in the time specified.
- 4) The 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 or her designee.
- 5) The 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.
- 6) The Contractor shall complete work to the satisfaction of the NHLC and in accordance with the specifications and price mentioned herein.
- 7) Major projects or services shall require an estimate prior to work commencing. The estimate shall be provided at no charge to the NHLC.
- 8) The Contractor shall guarantee all materials and installation under normal use to be free from defects or poor workmanship for a period of one (1) year from the date of acceptance.
- 9) Normal Working Hours: Normal hours are considered to be 8:00 AM to 5:00 PM, Monday through Friday.
- 10) Other Hours: Other hours shall be considered overtime, holidays, and weekends.
- 11) The Contractor shall take all responsibility for work under this contract, for the protection of the work, which includes, but is not limited to preventing injuries to persons, damage to property and utilities. The Contractor shall in no way be relieved of its responsibility by any right of the NHLC to give permission or issue orders relating to any part of the work, or by any such permission given on orders issued, or by failure of the NHLC to give such permission or issue such orders.
- 12) 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.
- 13) The NHLC shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure by the Contractor to proceed promptly with the necessary corrections, the NHLC may withhold any monetary amount necessary to correct all defective work or damages from payments to the Contractor.
- 14) The Contractor's employees shall consist of qualified technicians who are completely familiar with the products and equipment they shall use. The Contract Officer may require the Contractor to dismiss such employees as they deem incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the NHLC contract is deemed to be contrary to the public interest or inconsistent with the best interest of security.
- 15) **The NHLC may require that the Contractor provide security clearance and background checks for any Contractor representative working at any NHLC location.**

- 16) Contractor shall provide photo identification badges for all their employees. The employees or representatives shall wear photo identification badges when working at any NHLC location.
- 17) The Contractor or their employees shall not represent themselves as employees or agents of the NHLC.
- 18) While on NHLC property, Contractor's employees shall be subject to control of the State, but under no circumstances shall such staff be deemed to be employees of the State or NHLC.
- 19) The Contractor and their employees shall observe all regulations or special restrictions in effect at the location being serviced.
- 20) The Contractor and their employees shall perform all work in such a manner as not to inconvenience building occupants. The Contractor shall determine the NHLC's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- 21) The Contractor and their employees shall be allowed only in areas where work is being performed. The use of state telephones is prohibited.
- 22) 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, the Contractor shall be directly responsible for subcontractor's performance and work quality. Subcontractors must abide by all terms and conditions under this RFP and any resulting contract.

## PART II - RFP TERMS AND INSTRUCTIONS

### 1. **TYPE OF CONTRACT**

Any contract resulting from this RFP shall be structured as a fixed-fee contract.

### 2. **RFP INQUIRIES AND RESPONSES**

#### A. **Inquiry Submission**

Proposers must submit all inquiries, exceptions, or additions regarding this RFP, including without limitation, requests for clarifications or modifications to the RFP, by electronic mail (with the subject line titled "RFP 2019-03-SEPTIC Questions") to the Issuing Officer identified in Part I, Section 2 of this RFP no later than the deadline to submit inquiries specified in Table 1: *Schedule*. Proposers must cite the relevant RFP title, RFP number, page, section, and paragraph in the inquiry submission. *Proposers shall not contact the Issuing Officer by telephone with any inquiries.*

#### B. **NHLC Responses to Inquiries**

The NHLC intends to issue official responses, in its discretion, to inquiries submitted on or before the deadline specified in Table 1: *Schedule*. The NHLC may consolidate or paraphrase inquiries for sufficiency and clarity. Oral statements, representations, clarifications, and modifications shall not be binding upon the NHLC. The Issuing Officer anticipates posting official answers to the questions by the date specified in Table 1: *Schedule* on the NHLC website at [https://www.nh.gov/liquor/public\\_notices.shtml](https://www.nh.gov/liquor/public_notices.shtml).

### 3. **AMENDMENT TO THE RFP**

The NHLC may amend this RFP at any time and at its sole discretion. The NHLC will post any amendments to the RFP on the NHLC website located at [https://www.nh.gov/liquor/public\\_notices.shtml](https://www.nh.gov/liquor/public_notices.shtml). In the event the NHLC determines it necessary to amend this RFP, the NHLC may extend deadlines and invite submission of additional information from Proposers. *Proposers are responsible for checking the website periodically for any new information or amendments to the RFP.* The NHLC shall not be bound by any verbal information, and any written information that is not contained within this RFP or formally issued as an amendment by the Issuing Officer.

### 4. **PROPOSAL FORMAT**

Proposers must submit a complete Proposal to this RFP using the format specified in Part III of this RFP. An authorized representative of the Proposer shall sign the Proposal to make the Proposal binding. If the authorized representative of the Proposer signs the Proposal Cover Sheet and the Proposal Cover Sheet is attached to the Proposal, the requirement shall be met. Proof of signatory authorization must be included with the Proposal.

### 5. **PROPOSALS AND AWARDS**

The intent is to award a contract to one Contractor as a result of this RFP. Notwithstanding the foregoing or any provision of this RFP to the contrary, the NHLC reserves the right, at any time and in its sole discretion, to reject any or all Proposals, wholly or in part, and to award multiple contracts to one or more Contractors, wholly or in part. A Contractor will not retain any exclusive rights to provide the services and supplies described in this RFP process during the term of a contract or any

extension thereto. The NHLC may, at its sole discretion, obtain services and related materials from other Contractors.

**6. PROPOSAL SUBMISSION**

**A. Proposal Submission Deadline**

Proposals must be submitted in hard copy and clearly marked “New Hampshire Liquor Commission, Response to RFP 2019-03-SEPTIC.” Proposals must be submitted to the Issuing Office no later than the Closing Date and Time in Table 1: *Schedule*. **Any Proposer that elects to mail its Proposal must allow sufficient mail delivery time to ensure timely receipt.** The NHLC accepts no responsibility for mislabeled, damaged, or delayed mail. Proposals will not be accepted via electronic mail or facsimile transmission. The receipt of a Proposal by the State’s mail system does not qualify as receipt of a Proposal by the Issuing Office.

If, due to inclement weather, natural disaster or any other cause, the location in which Proposals are to be returned is closed on the Closing Date and Time in Table 1: *Schedule*, the deadline for submission shall be automatically extended until the next NHLC business day in which the Issuing Office is open, unless the Proposers are otherwise notified by the Issuing Office.

Proposals not submitted by the Closing Date and Time in Table 1: *Schedule* or as otherwise extended pursuant to this RFP shall be rejected.

**B. Proposal Receipt**

A Proposal will be considered received on the date and time of the NHLC’s receipt as officially documented by the NHLC.

**C. Proposal Information**

Proposal packages must be delivered to the address below and identified on the outside of the envelope as:

Proposals: Courier Delivery Only  
New Hampshire Liquor Commission  
50 Storrs Street  
Concord NH 03301  
ATTN: Natasha Cole RFP 2019-03-SEPTIC

By Mail Only  
New Hampshire Liquor Commission  
ATTN: Natasha Cole RFP 2019-03-SEPTIC  
P.O. Box 503  
Concord NH 03302-0503

From: Company/Proposer Name  
Address  
Phone Number  
Fax Number  
Email Address

Proposers are advised to carefully read and complete all information requested in this RFP. **A proposal that does not comply with the conditions for submittal may be considered unacceptable by the NHLC and may be rejected without further consideration.**

The NHLC shall require the successful Proposer to execute a Firm Fixed Price/Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire (Form P-37), which is attached as Appendix A.

The contents of the proposal of the successful Contractor(s) will become contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions, and if a contract is finalized. The finalized and approved contract language shall prevail over the Contractor's proposal in the event of any inconsistency or ambiguity.

#### **7. EVALUATION OF PROPOSALS AND CRITERIA**

Proposals will be evaluated to determine whether they conform to the requirements of this RFP. Proposals that fail to meet the requirements, including timeliness, completeness, format and content, may be rejected without further evaluation. Proposers will be notified in writing or by email. Each conforming proposal shall be evaluated based on experience, capacity to perform as required, and price.

The NHLC may cancel this RFP, if in their sole discretion, the NHLC is unable to select a Proposer.

#### **8. PROHIBITED COMMUNICATIONS AND ETHICAL REQUIREMENTS**

From the issue date of this RFP until an award is made and announced regarding selection of a Proposer(s), the Issuing Officer shall serve as the sole point of contact concerning this RFP. Proposers are prohibited from contacting or lobbying any NHLC personnel or evaluation committee members regarding this RFP. Proposers are prohibited from distributing any part of their proposals except to the Issuing Office as required under this RFP. Any Proposer's attempt to improperly influence the evaluation of proposals and selection of a Proposer may result in the disqualification and elimination of that Proposer from this procurement process. If the NHLC later discovers that the Proposer has engaged in any communications prohibited under this RFP, the NHLC may reject the offending proposal or rescind a contract award.

#### **9. VALIDITY OF PROPOSAL**

By submitting a proposal, a Proposer acknowledges and agrees that:

1) Its proposal shall remain in effect and binding on the Proposer for a period of one hundred and eighty (180) days following the Closing Date as provided in Table 1: *Schedule*, or until the effective date of any resulting contract; and

2) A Proposer seeking to withdraw or modify a proposal must submit a written request signed by an authorized representative of the Proposer to the Issuing Officer prior to the Closing Date and Time in Table 1: *Schedule*. If a Proposer attempts to provide such written notice by facsimile transmission (603-271-1107), the NHLC shall not be responsible or liable for errors in a facsimile transmission.

#### **10. NON-COMMITMENT**

Notwithstanding any provision of this RFP to the contrary, this RFP does not commit the NHLC to award a contract to a Proposer(s). By submitting a proposal, a Proposer acknowledges and agrees that

the NHLC may, at any time and in its sole discretion, and without any liability to a Proposer, reject any and all Proposals, or any portions thereof and cancel this RFP and solicit new proposals under another acquisition process.

**11. PROPOSER COSTS AND EXPENSES**

By submitting a proposal, a Proposer acknowledges and agrees that in no event shall the NHLC be either responsible for, or held liable for, any costs incurred by a Proposer in the preparation of, or in connection with, the proposal for work performed prior to the effective date of a resulting contract.

**12. PROPERTY OF STATE**

All material received in response to this RFP shall become the property of the State of New Hampshire and will not be returned to the Proposer. Upon contract award, the NHLC reserves the right to use any information presented in any proposal.

**13. DISCUSSIONS FOR CLARIFICATION**

The NHLC may require, at its discretion, Proposers who submit proposals to provide the NHLC with oral or written clarification of their proposal to the NHLC. The Issuing Officer will initiate requests for clarification.

**14. PRESENTATIONS**

The NHLC may, at its discretion, require a Proposer to participate in oral presentations on any aspects of its proposal. Proposers may also be required to demonstrate any product(s) or service(s) proposed at the NHLC site(s).

**15. INFORMATION TECHNOLOGY COMPLIANCE REQUIREMENT**

In the event that any portion of a Proposer's proposal requires software or hardware connected to, or installed on NHLC network, all such computer products and services must comply with the requirements of the New Hampshire Department of Information Technology, which are available upon request. The Proposer shall stay knowledgeable with and shall abide by these standards for all related work resulting from this RFP.

**16. PUBLIC DISCLOSURE**

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. On the closing date for responses, the NHLC will post the number of responses received with no further information on the NHLC website. No later than five (5) business days prior to submission of a contract to Governor and Executive Council, the NHLC will post the name, rank or score of each Proposer. In the event that the contract does not require Governor and Executive Council approval, the NHLC will disclose the rank or score of the proposals at least five (5) business days before final approval of the contract. In accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>).

The content of each proposal shall become public information upon the award of any resulting Contract. *Any information submitted as part of a response to this RFP may be subject to public disclosure under RSA 91-A.* However, 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 you believe any information being submitted in response to this RFP should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the NHLC and must mark or stamp each page of the materials that you claim must be exempt from disclosure as “CONFIDENTIAL.” A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. Instead, the NHLC will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The NHLC will endeavor to maintain the confidentiality of appropriate portions of the Proposal that are clearly and properly marked confidential.

If a request is made to the NHLC to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the NHLC will notify the Proposer of the request, and of the date the NHLC plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order at its sole expense enjoining the release of the requested information, the NHLC may release the requested information on the date specified in the NHLC’s notice clear from any liability to the Proposers.

#### **17. BEST AND FINAL OFFERS**

The NHLC may, at its sole discretion, solicit Best and Final Offers (“BAFOs”) from Proposers that have submitted proposals that have been determined to be reasonably possible of selection for a contract award.

- A. Proposers will be given opportunity to respond with a BAFO under a procedure defined by the NHLC, which may include one (1) or more of the following:
  - 1) Written clarifications or descriptions of the process;
  - 2) Oral presentations or demonstrations; or
  - 3) Revised Proposals.
- B. The NHLC will evaluate BAFOs against the Criteria for Selection found in Part IV, Section 2. The NHLC will conduct BAFO proceedings uniformly. The BAFOs will be subject to solicitation by the NHLC and NHLC’s timely receipt of responses pursuant to a schedule set by the NHLC. Proposers are encouraged to submit their best price as part of their initial proposal. Proposers are not to assume there will be an opportunity to provide a BAFO at a later date.

#### **18. NEWS RELEASES**

Proposers shall not issue news releases, internet postings, advertisements, or any other public communications pertaining to this project without prior written approval of the NHLC, and only in coordination with the Issuing Office.

#### **19. PROPOSER’S REPRESENTATIONS AND AUTHORIZATIONS**

The act of submitting a proposal shall be considered full acknowledgment that the Contractor is familiar with, or had the opportunity to become familiar with, the conditions and requirements of these specifications having ascertained pertinent local conditions, including, but not limited to, equipment

conditions, locations, accessibility, and general character of the site(s) relating to this proposal invitation.

By submitting a proposal, a Proposer agrees, represents, and acknowledges that:

- A. All information provided, and representations made, the Proposer in its proposal are material and important and may be relied upon by the NHLC in awarding a contract;
- B. Any misstatement, omission, or misrepresentation by a Proposer may constitute fraudulent concealment to the NHLC of the true facts relating to the proposal submission;
- C. The Proposer has arrived at the price(s), amounts, terms and conditions in its proposal independently and without consultation, communication or agreement with any other Proposer or potential Proposer, and without effort to preclude the NHLC from obtaining the best possible competitive proposal. The Proposer has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its Proposal to any other firm or person, including but not limited to, a Proposer or potential Proposer for this RFP;
- D. The Proposer has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal in response to this RFP or to submit a proposal higher than this proposal or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal; and
- E. The Proposer makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

## **20. USE OF VERSIONS OF THIS RFP**

This RFP is available in electronic form. If a Proposer accepts the RFP in electronic form, the Proposer acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Proposer's possession or relied upon by the Proposer, and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

## **21. STANDARD CONTRACT TERMS**

The NHLC will require the successful Proposer to execute a Firm Fixed Price/Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire, which is attached as Appendix A.

The NHLC may consider modifications of this form during negotiations. To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. The NHLC will review requested exceptions and at its sole discretion accept, reject, or note that it is open to negotiation of the proposed exception. If the NHLC accepts a Proposer's exception the NHLC will, at the conclusion of the inquiry period, provide notice to all potential Proposers of the exceptions that were accepted and indicate that exception is available to all potential Proposers. Any exceptions to the standard form contract that are not raised during the Proposer inquiry period are waived. In no

event is a Proposer to submit their own standard contract terms and conditions as a replacement for the NHLC's terms in response to this solicitation.

In the event of any conflict between the NHLC's terms and conditions and any portion of a proposal, the NHLC's terms and conditions shall take precedence and supersede any and all such conflicting provisions contained in a proposal.



**B) Cost of Pumping:**

Provide the cost for each tank or pumping station.

1,000 Gallon Pumping Station for I-95S	\$_____ (Per Pump)
3,000 Gallon Tank for I-95S	\$_____ (Per Pump)
6,000 Gallon Tank for I-95S	\$_____ (Per Pump)
1,000 Gallon Tank for I-95N	\$_____ (Per Pump)
2,000 Gallon Pumping Station for I-95N	\$_____ (Per Pump)
3,000 Gallon Tank for I-95N	\$_____ (Per Pump)
6,000 Gallon Tank for I-95N	\$_____ (Per Pump)

## PART IV – EVALUATION OF PROPOSALS

### 1. INITIAL SCREENING

The NHLC will conduct an initial screening to verify Proposer compliance with the technical submission requirements set forth in this RFP. The NHLC may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the NHLC.

### 2. CRITERIA FOR EVALUATION AND SCORING

The NHLC Evaluation Committee will review and evaluate each responsive proposal according to the criteria outlined below using a scoring scale of 100 points:

CATEGORIES	POINTS	
<b>TECHNICAL</b>		<b>50</b>
Experience – Proposer Company and Staff Experience	25%	
Capacity – Proposer’s organizational capacity to meeting the project needs	25%	
<b>PRICE</b>		<b>50</b>
Hourly Charges	10%	
Material Charges (Mark-Up %)	10%	
Mileage	10%	
Pumping	20%	
<b>TOTAL POTENTIAL POINTS</b>		<b>100</b>

### 3. PRICE PROPSOAL REVIEW

The Price Proposal will be allocated a maximum potential score of 50 points. The following formula will be used to assign points for scoring:

$$\text{Contractor's Price Proposal Score} = \left( \frac{\text{Lowest Proposed Price}}{\text{Contractor's Proposed Price}} \right) \times \text{Total Possible Points}$$

For the purpose of evaluating Price Proposals, the “Lowest Proposed Price” is defined as the lowest price proposed by a Proposer that received a technical scored above the minimum necessary for consideration.

Proposers are advised that this **is not a lowest bid award** and that the score of the Price Proposal will be combined with the other categories to determine the highest scoring Proposer.

**4. AWARD**

The award shall be made to the responsible Proposer(s) meeting the criteria established in this RFP and achieving the highest evaluation scores based on evaluation of initial Proposals or as a result of the Best and Final Offer.

If the NHLC determines to make an award, the NHLC will issue an “intent to negotiate” notice to a Proposer based on these evaluations. Should the NHLC be unable to reach agreement with the selected Proposer during Contract discussions, the NHLC may then undertake Contract discussions with the second preferred Proposer and so on, or the NHLC may reject all proposals, cancel this RFP, or solicit new proposals under a new acquisition process. If the NHLC decides to award a contract as a result of this RFP process, any award is contingent upon continued appropriation of funding for the contract.

## APPENDICES

**SAMPLE FORM TO BE COMPLETED UPON AWARD**

**APPENDIX A**

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must Be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISION**

**1. IDENTIFICATIONS.**

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation \$
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgment: State of _____, County of _____  On, _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary Public or Justice of the Peace			
1.13 State Agency Signature  Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel ( <i>if applicable</i> ) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance, and Execution) ( <i>if applicable</i> ) By: _____ On: _____			
1.18 Approval by Governor and Executive Council ( <i>if applicable</i> ) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.**

The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages Contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds

become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and

convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

## **7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subContractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement,

shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR’S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent Contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign

immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subContractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement.

Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### **15. WORKERS’ COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (“Workers’ Compensation”).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subContractor or assignee to secure and maintain,

payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subContractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their

mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## **APPENDIX B**

### **Store Locations and Store Hours**

<b>STORE NUMBER</b>	<b>LOCATION</b>	<b>ADDRESS</b>	<b>WEEKDAY HOURS</b>	<b>SATURDAY HOURS</b>	<b>SUNDAY HOURS</b>
73	Hampton – S	I-95 South PO Box 1993 Hampton, NH 03843	8:00 AM-9:00 PM Friday 8:00 AM -10:00 PM	8:00 AM- 10:00 PM	8:00 AM- 10:00 PM
76	Hampton – N	I-95 North PO Box 2081 Hampton, NH 03843-2018	8:00 AM-9:00 PM Friday 8:00 AM -10:00 PM	8:00 AM- 10:00 PM	8:00 AM- 9:00 PM

**APPENDIX C**

**General Equipment List**

<b><u>STORE LOCATION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PUMPED STATUS</u></b>
# 73	1,000 Gallon Pump Station (1)	1 Time Per Year
#73	3,000 Gallon Septic Tank (1)	1 Time Per Year
#73	6,000 Gallon Septic Tank (1)	3 Times Per Year
#76	1,000 Gallon Septic Tank (1)	2 Times Per Year
#76	2,000 Gallon Pump Station (1)	1 Time Per Year
#76	3,000 Gallon Septic Tank (1)	1 Time Per Year
#76	6,000 Gallon Septic Tank (1)	3 Times Per Year