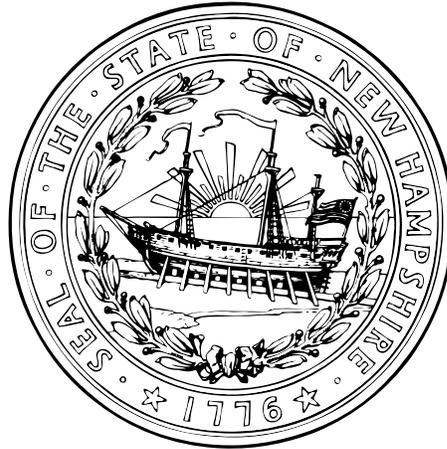


**STATE OF NEW HAMPSHIRE**  
**Department of Administrative Services**



**Request for Proposals**  
**RFP# 2012-143**

Consulting Services (Correctional Facility RFP Evaluations)

<b>Planned Issue Date:</b>	<b>5/11/2012</b>
<b>Deadline for Questions:</b>	<b>5/18/2012</b>
<b>Deadline for State Responses:</b>	<b>5/25/2012</b>
<b>Deadline for Submissions:</b>	<b>6/1/2012</b>

**Submit proposals to:**

**Rudolph W. Ogden III, Contract Manager**  
**Department of Administrative Services**  
**25 Capitol Street Room 102**  
**Concord, NH 03301**

## **I. INTRODUCTION**

The State of New Hampshire issued Requests for Proposals (RFPs) for a men's prison (1356-12) and a hybrid facility (1378-12). Proposals have been received from separate vendors offering multiple options. The RFPs contained extensive requirements and refer to additional requirements driven by a unique set of court orders and consent decrees. The resulting submissions are substantial in volume and complexity and thus present the State with significant challenges in rating these proposals.

### **State Goals**

**Select a Consultant** with expertise in (1) design and construction standards for correctional facilities serving offenders in multiple classifications and of both genders, (2) correctional facility operations and (3) complex financial analysis of government agencies and private correctional firms to assist the State of New Hampshire in the organization and implementation of this proposal review and rating process.

### **Contract Award**

If a contract is awarded, it will become effective upon the approval of the Governor and Executive Council. The State plans to execute a Firm Fixed Price Contract. The selection is based upon the criteria as established in this RFP.

### **Non-Exclusive Contract**

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right to retain other Consultants to provide any of the Services identified under this procurement.

If a Contract is awarded, the Consultant must obtain written consent from the State before any public announcement or news release is issued pertaining to any Contract award. Such permission, at a minimum, will be dependent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire.

**The Consultant shall be fully prepared to commence work by July 11, 2012**, after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date"). The Consultant's initial term will begin on the Effective Date and extend through **September 30, 2012**. The term may be extended at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term.

The Consultant shall commence work upon issuance of a formal Notice to Proceed by the State.

The State does not require the Consultant to commence work prior to the Effective Date; however, if the Consultant commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Consultant. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Consultant for any costs incurred or Services performed.

## **II. CONSULTANT SCOPE OF WORK**

### **CONSULTING SERVICES**

The objectives of this RFP are to;

1. Assist the State of New Hampshire to evaluate the quality of proposals received from vendors effectively and fairly;
2. Rate compliance with RFP requirements and all existing court orders and consent decrees; and
3. Conduct an in-depth financial analysis that will;
  - a. Evaluate the effectiveness and feasibility of the pricing structure of each proposal;
  - b. Synthesize and summarize financial data contained in RFP responses to assist the State in accurately comparing each response to the others. Synthesis should include linking pricing structure to proposed deliverables for facilities, programs, and staffing for each of the proposals, summarized in a way that facilitates direct “apples-to-apples” comparisons among proposals.
  - c. Create a financial model of status-quo State prison operating and capital costs for the State to employ as a comparison to the proposals received. This model should anticipate continued State operation of existing prison facilities with the expectation of bonding the construction of a new women’s prison. This model will anticipate current and future capital and operational investment to maintain efficient and evidence-based practices.

Subject matter experts within the Department of Corrections, the Department of Administrative Services Division of Plant and Property Management and Bureau of Public Works have already started developing checklists and rating tools as well as reviewing proposals. It is expected that the firm (s) responding to this RFP will work with these staff teams and incorporate their work into the overall evaluation process.

#### A.1 Design / Build Proposals

1. Review Design Build Proposals for compliance with all RFP requirements, NIC and ACA standards as well as all existing court orders and consent decrees. Provide a detailed summary of any items in the proposals that are not in compliance with all existing standards and all existing court orders and consent decrees. Provide supporting documentation that explains why the proposed construction, layout or specifications do not comply with current standards, court orders and or consent decrees.

#### A.2 Operational Plans:

1. Review Operational Plans for compliance with all RFP requirements, NIC and ACA standards as well as all existing court orders and consent decrees. Provide a detailed summary of any items in the proposed operational and staffing plans that are not in compliance with the RFP, all existing court standards as well as all existing court orders and consent decrees. Provide supporting documentation that explains why the proposed operational and staffing plans do not comply with current standards, court orders and/or consent decrees.
2. The Consultant shall review the following items at a minimum:
  - a. Administration (policy development, offender classification, human resources, employee training, finance, compliance, etc.)
  - b. Security staffing plan (post orders, job descriptions, relief factors, etc.)
  - c. Medical and dental services (arrangements with local hospitals, community-based medical providers, on-site staffing plan including doctors, dentists, nurses, and technicians, job descriptions, medication management & distribution, infectious disease control, etc.)
  - d. Behavioral health and psychiatric services (assessment, treatment planning, out-patient therapeutic interventions, residential treatment unit, secure psychiatric unit, medication management, sexual offender treatment, compliance with relevant court orders, etc.)
  - e. Evidence-based offender programming appropriate to all classification levels (intake assessment, case planning and on-going case management, substance abuse services including cognitive/behavioral groups and therapeutic community approaches, criminal thinking, problem solving, family relationships and parenting, spiritual services, recreational services, volunteerism, etc.)
  - f. Educational and vocational services (intake assessment, guidance, GED preparation, high school diploma instruction, special education services, ESOL instructions, career and technical education, compliance with court orders and Interagency Agreement with NHDOE, etc.)
  - g. Library and Law Library providing access to the courts for all inmates
  - h. Correctional industries plan (specific enterprises, manufacturing & services, marketing, distribution, etc.)
  - i. Institutional services (food services, laundry services, facility maintenance, etc.)

### A.3 Pricing

1. Evaluate the cost effectiveness and feasibility of the pricing structure of all proposals. Identify any potential pitfalls or areas of concern.
2. Synthesize and summarize financial data contained in the RFP responses to assist the State in accurately comparing each response to the others. The synthesis shall include linking pricing structure to proposed deliverables for facilities, programs, and staffing for each of the proposals. The Summary shall be compiled so that all proposals can be compared against each other on an “apples to apples” basis.
3. Review and assess the cost proposals provided by the various vendors related to total costs and per diem rates, what deliverables constitute the costs and how the costs are derived with focus on the following:
  - a. Land acquisition costs
  - b. Building construction costs to include “turn-key” equipment & furnishings
  - c. Operating Costs
    - i. Administrative costs
    - ii. Wages and benefits costs by business area
    - iii. Medical costs
    - iv. Inmate programming costs
    - v. Food service costs
    - vi. Utilities
    - vii. Inmate clothing
    - viii. Inmate wages
    - ix. Insurance
    - x. Operating supplies
    - xi. Employee training
    - xii. Legal services
    - xiii. Property taxes
    - xiv. Travel and transportation costs
    - xv. Maintenance costs
    - xvi. Project Monitor
    - xvii. Performance bond costs
    - xviii. Profit and overhead calculations if discernible
4. Collect and review all available information including but not limited to, performance audits, security audits, critical incident reports, law suits filed against the vendors and attendant disposition of same and financial performance of the vendors submitting proposals.
5. Assist the Department of Corrections and the Department of Administrative Services in determining the business case most advantageous to the State of New Hampshire; business as usual vs. privatization proposal.

#### Final Report

The Consultant shall, on the basis of the above specified scope of services, prepare for submission to the State a final report which organizes, defines, describes and discusses their findings. Said report shall, at a minimum, address the issues set forth in the scope of services above. At the direction of the State the Consultant may also be asked to present an executive summary of this report to State stakeholders.

#### **Contract and Time Requirements:**

It is anticipated that the contract will commence on or about **July 11, 2012**. During the term of the contract the

Consultant will attend regularly scheduled and ad hoc meetings of the Project, State oversight bodies, and other senior management functions affecting or affected by the Project. Consultant staff changes to the project shall be made with the input and approval of State project leadership.

**Minimum Qualifications:**

All bidders must:

- A. Demonstrate technical skills and experience in performing duties as specified above and meeting scheduled deliverables in accordance with the contracted dates.
- B. Demonstrate experience in providing specified services to a **minimum of two (2)** clients; and
- C. Provide characteristics of those clients for comparison to the State relative to project scope and project duration. The Consultant may provide more than two (2) examples if needed to demonstrate full coverage of this RFP's services.

**Additional Requirements:**

All bidders must attest that they and their key professionals do not have or anticipate a potential conflict of interest with the State of New Hampshire.

All bidders must provide at least **two client references** with a description of the work performed for the reference and how the work is similar to the scope of services envisioned by this RFP.

**Staffing:**

Using the information contained in this RFP and their prior experience, bidders must provide a staffing plan identifying key personnel and their qualifications including up to date resumes of their proposed staff. Changes to staffing during the course of the project must be done with the approval of the State.

**III. TERMS AND CONDITIONS FOR SUBMISSION OF PROPOSALS**

The purpose of this section is to state the terms and conditions that will govern the submission of responses in response to this Request for Proposals. The form P-37 is attached to this proposal as Appendix A, and it shall be the governing contract document.

**Proposal Inquiries**

Bidders are prohibited from contacting anyone other than the contact person. For the purposes of this RFP, the contact person is:

Rudolph W. Ogden III, Contract Manager  
NH Department of Administrative Services  
25 Capitol St., Room 102  
Concord, NH 03301

**Consultants are encouraged to submit questions via email to the following email address:** [Rudolph.Ogden@nh.gov](mailto:Rudolph.Ogden@nh.gov)

All inquiries concerning the substance of this RFP shall be made in writing, citing the RFP Title, Page, Section, and Paragraph, and shall be submitted to the contact person designated above.

Furthermore, no other individual employee or representative of the State of New Hampshire is authorized to provide any information or respond to any question or inquiry concerning this RFP other than as described herein. Failure to observe this rule may result in disqualification.

All inquiries related to the substance of this RFP must be received no later than **5/18/2012** as specified below.

### **Schedule:**

The following is the tentative time schedule for the selection of a Consultant to provide the services described herein. All dates are subject to modification by DAS, with notice.

<b>Issuance of RFP</b>	<b>5/11/2012</b>
<b>Deadline for Questions and notice to State of intent to respond</b>	<b>5/18/2012</b>
<b>State Response Deadline</b>	<b>5/25/2012</b>
<b>RFP Proposal Submission Deadline</b>	<b>6/1/2012</b>

The State will choose the highest scoring bidder and advise the bidder as soon as possible and begin exclusive negotiations with the bidder.

Soliciting proposals and granting of exclusive negotiation rights does not commit the State to accept any of the terms of any proposal. The State will negotiate and, if successful, award a contract to the highest scoring Consultant. Should the State not reach a favorable agreement with the highest scoring bidder, at its sole discretion, the State shall terminate negotiations and commence negotiations with the second highest scoring bidder and so on until a favorable agreement is reached.

### **Respondent Conference:**

No formal Bidders' Conference will be held. Technical Questions regarding this, timing and need for Oral Presentations may be directed to Mr. Rudolph Ogden, of the Bureau of Purchase and Property. Questions may be asked up until **5/18/2012**.

### **Financial Responsibility:**

Bidders understand and agree that the State shall have no financial responsibility for any costs incurred by the bidders responding to this RFP. The successful bidder shall be solely responsible for meeting all terms and conditions specified in the RFP, its proposal, and any resulting contract. The State must approve any subcontractor in advance. Disclosure of any use of a subcontractor must be made in the bid proposal.

The bidder's signature on the transmittal letter submitted with your response to this RFP guarantees that the prices quoted have been established without collusion with other eligible bidders and without effort to preclude the State from obtaining the best possible competitive proposal.

### **Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a Contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

### **Proposal Preparation Cost**

By submitting a Proposal, a Vendor agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

### **Warranty of Professional Services**

The Consultant shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

### **Vendor Certifications**

All Bidders shall be duly registered as a Vendor authorized to conduct business in the State of New Hampshire.

•**STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor SHALL have a completed Vendor Application and Alternate W-9 Form which SHALL be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/vendor.asp>

•**NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will ONLY be awarded to a Vendor who is registered to do business AND in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.

### **Intellectual Property**

In the event that custom software is developed by the Consultant and adopted by the State to enable the consolidation of business processing operations, upon successful completion and/or termination of the Implementation of the Project, the Consultant shall own and hold all, title, and rights in any software modifications and/or custom code developed in connection with performance of obligations under the Contract, and their associated Documentation including any and all performance enhancing operational plans and the Consultant's special utilities. The Consultant shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Consultant be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Consultant shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

### **Public Disclosure**

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State shall attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State. Notwithstanding any provision of this RFP to the contrary, pricing shall be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure. Any contract resulting from this request for proposals shall become a public document, in its entirety, upon submission to the NH Governor and Council for approval. Subsequently, upon receipt of any Right to Know request, (RSA 91-A), the State shall release the contract in its entirety.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, bidders acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the bid, proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

## **Limitation of Liability**

### **State**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Vendor shall not exceed two times (2X) the total Contract price.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

### **The Vendor**

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement, Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in the Contract Agreement General Provison (P-37) **Section 13: INDEMNIFICATION** and the confidentiality obligations in **Section 9: DATA/ACCESS/CONFIDENTIALITY/PRESERVATION**, which shall be unlimited.

## **Number of Response Copies:**

Please submit **four (4) hardcopies and an electronic copy** of your response to:

Rudolph W. Ogden III, Contract Manager  
Department of Administrator Services  
25 Capitol St., Room 102  
Concord, NH 03301

**All responses must be delivered to the above office on or before June 1, 2012, 3:00 PM EST. Responses received after the above date and time will not be considered. The Transmittal Letter (attached hereto as Appendix D) must be signed and submitted with your RFP response. Failure to submit the Transmittal Letter with your response may result in rejection of your response.**

All material received in response to this RFP shall become the property of the State. Regardless of the bidder selected, the State reserves the right to use any information presented in any proposal. The content of each bidder's proposal shall become public information pursuant to RSA 91-A once a contract has been awarded.

### **Oral Presentations:**

**The State shall have the option to invite up to three of the bidders to make oral presentations.** Oral presentations provide an opportunity to evaluate a bidder through the presentation of its proposal.

The time allotments and the format shall be the same for all oral presentations. Bidders will be given notice of at least three (3) business days prior to the date of an oral presentation. The State may waive the location and medium requirements of an oral presentation upon the written request of a bidder due to special hardships, such as a bidder with disabilities or limited resources. In these circumstances, the State may conduct oral presentations through an alternative written or electronic medium (e.g., telephone, video conference, TTY, or Internet). Otherwise the oral presentation will be delivered in Concord, NH and include the following information as well as a question and answer period with the Project Procurement Team:

- Consultant's Capabilities
- Consultant's Approach Reflecting the Goals and Objectives Contained in this RFP

A bidder is limited to the presentation of material contained in its proposal, with the limited exception that a bidder may address specific questions posed by the State or provide clarification of information contained in its proposal. Any correction or modification of the proposal or the presentation of supplemental information shall be considered

prejudicial to the interests of other bidders and fair competition, and shall not be permitted.

**Effective Period of Responses:**

Response proposals (bids) must remain in effect for at least 90 days from the submission deadline, and thereafter until either the bidder withdraws the response in writing, a contract is executed, or the RFP is canceled, whichever occurs first.

**Disqualification of Proposals:**

- A. Late Proposals:** Proposals that are received after the deadline date and time shall be automatically disqualified.
  
- B. Non-responsive Proposals:** Proposals that are not responsive or that fail to comply with mandatory requirements of the RFP shall be deemed non-responsive and shall be disqualified. Non-responsive proposals shall include, but not be limited to, those that fail to address or meet any mandatory item, and those submitted in insufficient number or in incorrect format.

**IV. Essential Elements of the Proposal**

The purpose of this section is to identify the information, which should be submitted in response to this RFP and the order in which it should appear in the proposal. The response is limited to 20 pages in length. Additional information may be provided in Appendices to the response as needed. As noted above, proposals that fail to provide the specified information in the specified format shall be deemed non-responsive and shall be disqualified.

**Part I. Cover Letter**

The proposal should contain a cover letter and introduction, including: the company name and address, and the name and telephone number of the person or persons who will be authorized to represent the Consultant regarding all matters related to the proposal, including the name(s) of the individuals directly responsible for the account. The letter should also contain the following statement:

***We have read the State's Request for Proposals (RFP) for Consulting Services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to provide the State's requested services that we have indicated we can meet. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the State.***

In addition, the cover letter must certify that:

The response is genuine, and is not collusive. The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Services quoted have been established without collusion with other Vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.

The response is not made in the interest of or on the behalf of any person not named therein.

The bidder has not directly or indirectly induced or solicited any person to submit a false response or to refrain from submitting a proposal.

The bidder has thoroughly examined the RFP requirements and proposed fees to cover all the services indicated in the RFP. The proposal is valid for at least **90** days from the submission deadline.

The bidder acknowledges and accepts all terms and conditions included in the RFP and the State of New Hampshire Standard Contract Terms and Conditions ("P-37") as attached in Appendix A.

The bidder agrees to provide consultant services in a manner acceptable to the State.

The bidder and key professionals do not have or anticipate a potential conflict of interest with the State or any related entities. Further, the bidder will immediately disclose all potential conflicts of interest if and when discovered.

The bidder acknowledges all material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

Confidentiality of a Proposal: The bidder acknowledges their proposal must remain confidential until the Effective Date of any resulting Contract as a result of this RFP. A Vendor's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

Public Disclosure: Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the Effective Date of any resulting Contract.

A person authorized to bind the firm to all commitments made in its response shall sign this letter.

**Part II: Technical Proposal:**

The bidder must include a narrative outlining the bidder's qualifications and capacity to provide the requested services. This response must include the following:

1. Relevant Experience: Describe your relevant experience and background in meeting all of the services outlined in the scope of services above.
2. Consulting Service Model: Provide an overview of your firm's services and management approach. The narrative should demonstrate the bidder's ability to tailor services to the rationale described in this RFP.
3. Project Work Plan: Provide a proposed work plan for the project.
4. Consultant Resources: Identify the individuals who would perform the work for the State. Describe their assigned responsibilities and provide resumes. Provide an organizational chart illustrating where in the organization the consulting team is positioned and whom they report to. Please provide the following information:
  - Name.
  - Title.
  - Proposed Role with the State.
  - Total years of consulting experience.
  - Total years of business consulting experience to public sector.
  - Total years of experience with the Consultant firm.
  - Number and size of assigned accounts.
  - Any applicable special qualifications and certifications for the Consultant's project

staff

5. Project Resource Plan: Provide a resource plan that identifies the resources for both the State and the Consultant, including the roles and responsibilities of those resources and the hours required to complete the project.
6. Alteration of RFP: The original RFP document is on file with the State of New Hampshire, Department of Administrative Services. Vendors are provided an electronic version of the RFP. Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a Proposal being rejected.
7. RFP Addendum: The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an Addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.
8. Non-Collusion: The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Services quoted have been established without collusion with other Vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.

**Part III: Description of Firm:**

**1. HISTORY**

- a. Provide the firm's complete name, address, voice telephone, e-mail, and fax numbers. Include the name and title of your proposed primary/lead consultant and the location from which the consulting work will be done.
- b. Briefly provide your firm's corporate history. Within the past three years, have there been any significant developments in your organization, such as changes in ownership, restructuring, or personnel reorganizations? Do you anticipate future significant changes in your organization? If yes, please describe.
- c. Briefly describe the current workload and anticipated workload for the firm over the next twelve months. How many projects are underway or scheduled to begin during that time?
- d. Three (3) Similar Project Descriptions.

**2. CURRENT CLIENTS**

Provide a minimum of two (2) references for clients of the types specified for similar consultative services. After first informing you of our intentions, the State may contact any of these clients as references.

**3. FORMER CLIENTS**

Provide the names of all clients who have terminated your firm's services in the last three (3) years. In each case, detail the reason for termination including clients whose project completed, clients whose projects were terminated before completion.

**Part IV- Cost Proposal:**

The Cost Proposal shall include:

- Total fixed contract price or "Price Limitation." See P-37 at § 1.8.

This fixed contract price shall be inclusive of all costs associated with the rendering of services, including but not limited to: travel, lodging, meals, etc.

**V. Evaluation Criteria**

The factors to be used by the State in evaluating the proposals shall include the following:

FACTOR	ELEMENTS	SCORE SHARE
Qualifications of staff to be assigned* to the State to implement the Project <i>*assigned staff changes at the Consultant occurring between submission of RFP and start of Project shall be grounds for reconsideration of the State.</i>	Subject Matter Qualifications Technical Qualifications Analysis Qualifications Oral Presentation (if applicable)	20%
Experience (quantity, quality, and timeliness) of the Consultant in delivering specified services to, and creating value for, clients	Consultative Services; Client References	20%
Quality and Conciseness of Proposals	Quality: Responses are complete, clear and directly related to the elements of the RFP. Conciseness: Responses enable the State to understand and corroborate the quality of the Consultant's Qualifications and Experience	10%
Fees and Compensation		50%

Fees and compensation will be an important factor in the evaluation of responses. However, the State will select the bidder that obtains the highest overall score and that meets the objectives of this RFP. The State reserves the right to negotiate with the selected bidder. If the State is unable to reach agreement with the selected bidder, the State may, at its sole discretion and at any time and without liability to the selected bidder, immediately terminate such contract discussions with the and undertake discussion with the bidder submitting the next highest ranked proposal meeting the RFP requirements, and so on. The State may, at its sole discretion, immediately terminate any and all contract discussions with any and all bidders at any time. The State may cancel the RFP and/or reject any or all proposal(s) at any time prior to the final execution of a contract.

## APPENDIX A

### STANDARD CONTRACT PROVISIONS

**P-37 (1/09)**

Subject: Agreement for Consulting Services

#### AGREEMENT

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

#### GENERAL PROVISIONS

##### 1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
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 Acknowledgement: 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 or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory  Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			

By:	Director, On:
1.17	Approval by the Attorney General (Form, Substance and Execution)
By:	On:
1.18	Approval by the Governor and Executive Council
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 Scope of Services which is incorporated herein by reference and attached as Exhibit A ("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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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**

**STATE OF NEW HAMPSHIRE RFP TRANSMITTAL LETTER**

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

To: **Point of Contact:** Rudolph Ogden  
**Telephone:** (603)271-3290 (x230); Fax: (603) 271-7564  
**Email:** Rudolph.Ogden@nh.gov

RE: **RFP Name:** Consulting Services  
**RFP Number:** RFP# 2012-143  
**RFP Opening Date and Time:** 6/1/2012 (3:00 PM EST)

Dear Madam:

[Insert Name of signor \_\_\_\_\_], on behalf of [Insert name of company submitting a proposal \_\_\_\_\_] (collectively referred to as "Vendor") hereby submits an offer as contained in the written proposal submitted herewith to the State of New Hampshire in response to RFP #2012- for Consulting Services at the price(s) quoted herein in complete accordance with the RFP specifications.

[Print Signor name \_\_\_\_\_] is authorized to legally obligate [Print Company Name \_\_\_\_\_].

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by all RFP terms and conditions.
2. The Vendor has not altered any of the language or other provisions contained in the RFP document.
3. The proposal is effective for a period of 90 days from the RFP submission deadline of 6/1/2012.
4. The prices Vendor has quoted in the proposal were established without collusion with other eligible vendors.
5. The Vendor has read and fully understands this RFP.
6. Vendor's official point of contact is \_\_\_\_\_

Title \_\_\_\_\_  
Telephone \_\_\_\_\_ Email \_\_\_\_\_

Authorized Signor Signature Printed \_\_\_\_\_

Authorized Signor Signature \_\_\_\_\_

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

On the \_\_\_\_ day of \_\_\_\_\_, 2012, there appeared before me, the State and County foresaid a person who satisfactorily identified him/herself as \_\_\_\_\_ and acknowledge that he/she executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

My commission expires: \_\_\_\_\_ (Date)