

**STATE OF NEW HAMPSHIRE  
NH DEPARTMENT OF CORRECTIONS**

**REQUEST FOR PROPOSAL**



**PREA Training and Education Video Production Services**

**RFP NHDOC 22-06-FFPS**

**ISSUE DATE: April 6, 2022**

**CLOSING DATE: April 13, 2022**

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**SECTION A: Overview and Schedule**

**1. Executive Summary**

- 1.1. Purpose: The NH Department of Corrections (NHDOC) seeks an experienced Vendor to provide video production services for the New Hampshire Department of Corrections (herein known as the “NHDOC,” “State,” “Corrections”, “Client” or “Department”).
- 1.2. Brief Description of Services Requested: The Vendor will produce and provide three (3) completed professional videos for training and education purposes. These videos will vary in length and may be up to twenty (20) minutes. The NH Department of Corrections will provide the scripts, actors/actresses (talent) and any brand specific props, wardrobes and set decor. The Vendor will provide all necessary equipment and staff needed to produce the videos.
- 1.3. Performance Period: Contract(s) awarded as a result of this Request for Proposal (RFP) is anticipated to be effective upon Governor and Executive Council (G&C) approval for the period beginning upon G&C approval through August 31, 2022.
- 1.4. Service Locations: PREA Training and Education Video Production Services shall be performed at the following NH Department of Corrections locations identified by an “X” to the table below.

<b>NH Department of Corrections Correctional Facilities</b>			
	Northern Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03750
<b>NH Department of Corrections Correctional Facilities</b>			
<b>X</b>	NH State Prison-Men (NHSP-M)	281 North State Street	Concord, NH 03301
<b>X</b>	Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street	
<b>X</b>	Special Housing Unit (SHU)	281 North State Street	
<b>X</b>	NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road	Concord, NH 03301
<b>NH Department of Corrections Transitional Housing Units</b>			
<b>X</b>	North End Transitional Housing Unit (NEH/THU)	1 Perimeter Road	Concord, NH 03301
<b>X</b>	Concord Transitional Work Center (CTWC)	275 North State Street	Concord, NH 03301
<b>X</b>	Shea Farm, Transitional Housing Unit (THU)	60 Iron Works Road	Concord, NH 03301
<b>X</b>	Calumet House, Transitional Housing Unit (THU)	126 Lowell Street	Manchester, NH 03104

**2. Schedule of Events (Timetable)**

The following table, below, provides a Schedule of Events for this RFP through contract finalization and approval by the Governor and Executive Council. The NH Department of Corrections reserves the right to amend this schedule at its sole discretion and at any time through a published Addendum that will serve as a Public Notice.

Event #	Description of Event	Date of Event
1	RFP Issued	April 6, 2022
2	Vendor (Proposer) Written Inquiries Due	April 7, 2022 at 2:00PM
3	NHDOC Posts Answers to Inquiries	April 8, 2022
4	Proposals Due	April 13, 2022 at 2:00PM
5	Evaluation of Proposals	April 2022
6	Best & Final Offer	TBD, if applicable
7	Anticipated Contract Finalization	April 2022
8	Anticipated Approval by the Governor and Executive Council	May 2022
9	Expected Services Start Date	Upon G&C Approval

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**SECTION B: Description of Agency/Division/Program/Background**

1. The NH Department of Corrections is an executive agency of the State of New Hampshire charged with overseeing the State's correctional facilities supervising residents, patients and probation and parolees by providing safe, secure, humane supervision and evidence-based rehabilitation to enhance public safety in New Hampshire.
2. The Prison Rape Elimination Act of 2003 (PREA, P.L. 108-79) was enacted by Congress to address the problem of sexual abuse of persons in the custody of United States correctional agencies. The Act applies to all public and private institutions that house adult and juvenile offenders and is also relevant to community-based agencies that sets a zero-tolerance standard for sexual abuse and sexual harassment of those criminally confined. National standards took effect on June 20, 2012, establishing clear requirements to prevent, detect, and respond to sexual abuse and sexual harassment.

Major provisions of the Prison Rape Elimination Act (PREA) of 2003 include:

- Adherence to a zero-tolerance standard for the incidence of inmate sexual assault and rape;
- Development of standards for detection, prevention, retention, and punishment of prison rape; and
- Collection and dissemination of information on the incidence of prison rape.

**SECTION C: General Scope of Services**

**1. Description of PREA Training and Education Video Production Services**

The NH Department of Corrections is seeking a qualified Vendor who will provide creative services to develop and produce three (3) professional videos ranging in length from five (5) minutes to up to twenty (20) minutes. The videos content will provide education and training to corrections staff (employee), residents, and the public about the NH Department of Correction's zero-tolerance policy for sexual assault and sexual harassment of residents. Two (2) of the videos will aim to train corrections staff and the public about their role in prevention, reporting, and appropriate response to reports of sexual abuse and sexual harassment of residents. The third video will serve to educate the residents about the NH Department of Correction's zero-tolerance policy for sexual abuse and sexual harassment and advise how and to whom incidents of sexual abuse and sexual harassment can be reported.

**2. Project Outcome, Overview, Scope and Deliverables**

Video production shall consist of a series of three (3) short videos, to include closed captioning in both English and Spanish, that is designed to educate corrections staff, residents, and the public on how to respond to Prison Rape Elimination Act (PREA) incidents provided by the Vendor through the following required services, but not limited to:

- 2.1. Video Concept Development:
  - 2.1.1. Develop strategies for filming content;
  - 2.1.2. Curating; and
  - 2.1.3. Developing a shooting schedule.
- 2.2. Video Pre-Production Scheduling:
  - 2.2.1. Scout locations for technical issues prior to filming;
  - 2.2.2. Assemble a production crew;
  - 2.2.3. Crew sourcing management;
  - 2.2.4. Equipment selections and sourcing.
- 2.3. Video Production:
  - 2.3.1. Equipment set-up and take-down;

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- 2.3.2. Vendor staff: Director(s), Camera Operator(s), Sound Equipment Operators, Production Manager, Producer, Electrician and Lighting Technicians, Hair and Makeup Artists; and
- 2.3.3. Vendor crew coordination and management.
- 2.4. Video Post-Production
  - 2.4.1. Vendor offline editorial;
    - 5.1.1. Vendor development of three (3) rough-cut edits: Employee Video, Resident Video, and Public Video;
    - 2.4.2. Two (2) rounds of Client review for each rough-cut edits:
      - 2.4.2.1. One (1) for consolidated Client revisions; and
      - 2.4.2.2. One (1) for minor adjustments prior to finishing.
    - 2.4.3. The two rounds of Client review shall consist of providing the Vendor consolidated feedback in preparation for Final Production of the three (3) rough-cut edits.
- 2.5. Final Production
  - 2.5.1. Upon Client approval of the three (3) rough-cut edits, videos will be considered “picture locked” allowing the Vendor to proceed to the final post-production steps of:
    - 2.5.1.1. Online editorial and finishing to include color correction, audio mix and conforming to worldwide web;
    - 2.5.1.2. Export to specifications.
- 2.6. Project Management Support:
  - 2.6.1. Timeline development;
  - 2.6.2. Deliverable management;
  - 2.6.3. Vendor and Client management; and
  - 2.6.4. Ad hoc telecommunications/meetings.
- 2.7. Final Product-Deliverables:
  - 2.7.1. One (1) video for up to twenty (20) minutes for the NH Department of Corrections staff (“Employee Video”);
  - 2.7.2. One (1) video for up to five (5) minutes for the Public (“Public Video”) to be viewed on the Department’s webpage, social media accounts and/or via e-mail;
  - 2.7.3. One (1) video for up to fifteen (15) minutes for Residents of the NH Department of Corrections (“Resident Video”); and
  - 2.7.4. Closed captioning to be included for all edits for English and Spanish.

**3. General Key Assumptions**

- 3.1. Video Concept Development
  - 3.1.1. Vendor Assumptions include, but are not limited to:
    - 3.1.1.1. Conduct pre-interview with available Client talent (actors/actresses);
    - 3.1.1.2. Strategic film interview planning;
    - 3.1.1.3. Curation of outline for edits;
    - 3.1.1.4. Scheduling coordination for interviews, scenarios, and necessary B-roll for three (3) consecutive shoot days; and
    - 3.1.1.5. Production schedules.
  - 3.1.2. Client Assumptions include, but are not limited to:
    - 3.1.2.1. Provide initial scripts, themes, messaging of video content;
    - 3.1.2.2. Confirmation of NH Department of Corrections talent and confirmation of talent scheduling (availability) for shoot days;
    - 3.1.2.3. Client to provide any relevant artwork, logos, typeface files and brand standards prior to Video Production.

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- 3.2. Video Pre-Production:
  - 3.2.1. Vendor Assumptions include, but are not limited to:
    - 3.2.1.1. Conduct remote-casting for Spanish-speaking voiceover talent; and
    - 3.2.1.2. Meet virtually for Pre-Production scheduling;
    - 3.2.1.3. Agree to proposed production schedule.
  - 3.2.2. Client Assumptions include, but are not limited to:
    - 3.2.2.1. Meet virtually for Pre-Production scheduling;
    - 3.2.2.2. Review and approve final outlines/messaging for talent.
    - 3.2.2.3. Agree to proposed production schedule.
- 3.3. Video Production:
  - 3.3.1. Vendor Assumptions include, but are not limited to:
    - 3.3.1.1. Vendor shall not utilize any staff and crew, including subcontractors, to fulfill the requirements of this solicitation who failed to receive clearance for all shooting locations prior to shoot day(s). The Vendor shall be responsible to provide alternative crew to meet the obligations of this solicitation.
    - 3.3.1.2. Each production day shall not exceed ten (10) hours in total.
  - 3.3.2. Client Assumptions include, but are not limited to:
    - 3.3.2.1. Provide scripts, actors/actresses (talent) and any brand specific props, wardrobes and set décor;
    - 3.3.2.2. Provide the necessary personal protective equipment (PPE) for crews to fulfill the obligations of this solicitation.
    - 3.3.2.3. Conduct the necessary background checks, including but not limited to criminal background checks for Vendor identified crew.
  - 3.3.3. In the event of inclement weather, the Video shoot shall be rescheduled at least forty-eight (48) hours in advance of the first shoot day (schedule).

**4. Administrative Rules, Policies, Regulations and Policy and Procedure Directives**

Vendor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 3.71 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:  
[http://www.nh.gov/nhd0c/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm).

**5. Protected Health Information (PHI)**

Vendor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments.

**6. Prison Rape Elimination Act (PREA) of 2003**

Vendor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Vendor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link:  
[http://www.nh.gov/nhd0c/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm).

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**SECTION D: Process for Submitting a Proposal**

**1. Proposal Submission Deadline, Labeling, Addressing Instructions**

- 1.1. Submission Deadline and Labeling Proposal(s): *Sealed* Proposals submitted in response to this RFP must be received by the NH Department of Corrections, no later than **2:00 PM on April 13, 2022, EST** as specified in the Schedule section, herein. Proposal envelopes, boxes and/or containers must be clearly marked as follows:

<p><b>STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS RESPONSE TO: RFP NHDOC 22-06-FFPS PREA Training and Education Video Production Services</b></p>
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- 1.2. Addressing Proposal(s): Proposals may be submitted via: Overnight Delivery Service or In-Person with proposals addressed as such:

<p><b>Overnight Delivery Service or In-Person</b></p> <p>State of New Hampshire NH Department of Corrections Attn: Contract Administrator, Rm 322 105 Pleasant Street Concord, NH 03301</p>
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The Main Building at 105 Pleasant Street is a secured facility. Please allow sufficient time for shipping. Vendors shall assume all risk for Overnight Delivery Services and U.S. Mail not meeting the RFP deadline and date.

Fax or e-mail copies shall not be accepted.

**2. Submission Criteria**

- 2.1. All Proposals submitted in response to this RFP shall consist of:
- 2.1.1. One (1) original and three (3) clearly identified copies of the Proposal, including all required attachments.
  - 2.1.2. One (1) clearly identified electronic copy of the Proposal in MS Word, including all required attachments contained on a thumb drive.
- 2.2. The NH Department of Corrections reserves the right to reject any and all Proposals, to waive informalities and minor irregularities in Proposals received, and to accept any portion of a Proposal or all items bid if deemed in the best interest of the State.
- 2.3. Proposers who are ineligible to bid on proposals, bids or quotes issued by the NH Department of Administrative Services, Division of Procurement and Support Services, pursuant to the provisions of [RSA 21-I:11-c](#) shall not be considered eligible for an award under this proposal.
- 2.4. Unless waived as a non-material deviation in accordance with [SECTION D: Process for Submitting a Proposal](#) and [SECTION F: Evaluation of Proposals](#), late submissions shall not be accepted and may be returned to the proposers unopened.
- 2.5. Delivery of the Proposals shall be at the Proposer's expense. Any damage that may occur due to shipping shall be the Proposer's responsibility.
- 2.6. For Overnight Delivery Service, the time of receipt shall be when a Proposal is received at the location designated above. For In-Person delivery, the time of receipt shall be when the Proposal is delivered to the Contract Administrator or designee.



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- 2.7. The NH Department of Corrections accepts no responsibility for mislabeled mail or mail that is not delivered or undelivered for whatever reason.
- 2.8. Partial proposals shall not be accepted. All proposals shall be submitted for the full scope of services being requested within the RFP.
- 2.9. If an unsigned proposal is received in response to the RFP, the Proposer may be notified by the NH Department of Corrections and shall be considered “technically non-compliant”.
- 2.10. A Proposer who has failed to sign a Proposal may file a signed version of the RFP response within three (3) business days of the day the notice is issued.
- 2.11. The NH Department of Corrections shall not consider a Proposal which remains unsigned on the fourth (4) business day after issuing notification of the unsigned Proposal.
- 2.12. Vendors are permitted to submit one (1) Proposal in response to this RFP.

**3. Contact Information – Sole Point of Contact**

The sole point of contact, the Contract Administrator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Vendor, and approval of the resulting contract by G&C is:

NH Department of Corrections Contract Administrator P.O. Box 1806 Concord, NH 03302 Tel: (603) 271-7602 Fax: (888) 908-6609 Jennifer.A.Lind@doc.nh.gov
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Other personnel are not authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any other State personnel could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

**4. Proposal Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to this RFP or standard contract terms, shall be submitted via e-mail to the sole point of contact, identified in [SECTION D: Process for Submitting a Proposal](#), Paragraph 3, [Contact Information – Sole Point of Contact](#), above, citing the RFP Title, RFP Number, RFP Section/Paragraph and RFP page number.

- 4.1. Inquiries must be received by the NH Department of Corrections RFP Point of Contact, above, no later than the conclusion of the Vendor (Proposer) Written Inquiry Period as specified in [SECTION A: Overview and Schedule](#), Paragraph 2: [Schedule of Events \(Timetable\)](#), herein. Inquiries received later than the conclusion of the Vendor Proposer Written Inquiry Period shall not be considered properly submitted and may not be considered.
- 4.2. Inquiries received shall be addressed only if they are deemed by the NH Department of Corrections to be critical to the bid process. The NH Department of Corrections at its discretion may request clarification of an inquiry submitted by a Vendor. Inquiries and/or questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 4.3. The NH Department of Corrections intends to issue official responses to properly submitted inquiries on or before the date specified in the [Schedule of Events \(Timetable\)](#), herein; however, this date is subject to change at the Department’s discretion.
- 4.4. The NH Department of Corrections may consolidate and/or paraphrase questions for sufficiency and clarity.
- 4.5. The NH Department of Corrections may, at its discretion, amend this RFP on its own initiative

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or in response to issues raised by inquiries, as it deems appropriate.

- 4.6. Oral/verbal statements, representations, agreements, instructions, clarifications, or modifications concerning the RFP shall not be binding upon the NH Department of Corrections.
- 4.7. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a Proposal by self-monitoring the NH Department of Correction's website: [NHDOC, Doing Business, RFP's](#) that will serve as a Public Notice.

**5. Addendums(s) or Withdrawal of RFP**

- 5.1. If the NH Department of Corrections decides to amend or clarify any part of this RFP, a written addendum shall be provided to all Vendors on the Department's website: <https://www.nh.gov/nhdoc/business/rfp.html>. This notification will serve as the Public Notice.
- 5.2. The NH Department of Corrections, at its discretion, may amend the RFP at any time prior to the closing of the RFP and/or terminate this procurement in whole or in part at any time.
- 5.3. Whereas the Department may modify the RFP and as a result of the modification determine that Vendors will not have enough time to effect changes to their Proposals, the Department may postpone the Proposal Due Date for a period of up to thirty (30) days in the best interest of the State to allow fairness in the competitive bidding process. Notice of this postponement shall be posted on the NH Department of Corrections website prior to the Proposal Due Date list in the Schedule of Events, herein.

**6. Restriction of Contact with Agency Employees**

From the date of release of the RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the NH Department of Corrections regarding the RFP is forbidden unless first approved by the RFP Point(s) of Contact listed in the Proposal Inquiries section, herein.

- 6.1. NH Department of Correction's employees have been directed not to hold conferences and/or discussions concerning the RFP with any potential Vendor during the selection process, unless otherwise authorized by the Point(s) of Contact.
- 6.2. Proposers may be disqualified for violating this restriction on communications.

**7. Validity of Proposal**

Proposals must be valid for **one hundred and eighty (180) days** following the deadline for submission of Proposals in the Schedule of Events or until the Effective Date of any resulting Contract, whichever is later.

**8. Alterations/Changes to RFP and Associated Documents**

Any alternation to the text or format of this RFP, or the text or format of any addendum or any file associated with this RFP is prohibited. Any such alterations shall result in the Proposal being rejected.

**9. Sub-contractors**

Proposals utilizing sub-contractors for any portion of the services identified in this RFP shall require sub-contractors to meet all requirements described in this RFP, the Proposal, any resulting contract, and any renewal thereof. Subcontractors shall commit to the entire contract period stated within the RFP, unless the NH Department Corrections specifically agrees upon the change of such sub-contractors. Sub-contracting of services shall require prior approval by the NH Department of Corrections. The NH Department of Corrections reserves the right to reject sub-contractors identified in this RFP and to require the Vendor to replace such sub-contractors deemed unacceptable.

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**SECTION E: Content and Requirements for a Proposal**

**1. Proposal Organization**

1.1. Overview:

- 1.1.1. Vendors are expected to examine all documentation and requirements of the RFP. Failure to observe the terms and conditions in completion of the Proposal are at the Vendor's risk and may, at the discretion of the NH Department of Corrections, result in disqualification.
- 1.1.2. Proposal must conform to all instructions, conditions, and requirements included in the RFP.
- 1.1.3. Partial Proposals shall not be accepted. All Proposals shall be submitted for the full scope of services being requested within the RFP.
- 1.1.4. Proposals should be received by the deadline set forth in the [Schedule of Events \(Timetable\)](#), [SECTION A: Overview and Schedule](#).
- 1.1.5. Vendors shall submit a Technical Proposal and Standard Terms and Conditions Proposal and other supporting documents as outlined in the RFP.

1.2. Proposal Format:

- 1.2.1. Proposals should follow the following format:

Font Style	12 Point, Times New Roman
Line Spacing	One and a half
Text Justification	Flush left
Margins	One inch all around
Tabs	Do not include section tabs
Binding	Do not bind, staple or 3-hole punch
Separation of Sections	Use binder clips
Header/Footer	Do not alter current headers & footers
Signatures/Initials	ORIGINAL (handwritten) and in BLUE ink; No computer-generated initials
Executed forms by Vendor	ORIGINAL Forms (no photocopies) executed in BLUE ink
Single Sided	Do not double side pages
Vendor Text	Do not alter the format of the RFP, Form Number P-37 and Appendixes to add Vendor specific information Number P-37 and Appendixes to add Vendor specific information
Black Ink/Graphics	Responses shall use BLACK ink <i>ONLY</i> ; NO COLOR graphics
Sealed Bids	Bids shall be sealed

1.3. RFP Presentation Response:

- 1.3.1. RFP Response shall consist of a **sealed** Technical Proposal and a **sealed** Standard Terms and Conditions Proposal.
- 1.3.2. Presentation of **sealed** Technical Proposal
  - 1.3.2.1. RFP Cover Sheet, labeled:
    - Name of Organization;
    - RFP Title and Number, Date of Submission; and
    - Marked as "Original".
  - 1.3.2.2. Table of Contents
  - 1.3.2.3. Transmittal Letter, [SECTION I: Appendixes](#), (Appendix A), p. 21-22

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- 1.3.2.4. Exceptions to Terms and Condition(s) Letter, [SECTION I: Appendixes](#), (Appendix B), p. 23-24
- 1.3.2.5. Non-Disclosure of Right to Know of Information Letter to State Agency, [SECTION G: Terms and Conditions Related to the RFP Process](#), (Paragraph 5. Public Disclosure, herein).
- 1.3.2.6. **Executive Summary** – Not to exceed **eight (8)** pages; briefly summarize an overview of the organization (including any networks or sub-contractors to be involved) to include:
  - Overall Experience of Company/Staff to include:
    - ❖ Number of years the business has been in operation;
    - ❖ Educational background and relevant experience;
    - ❖ Demonstrated results; and
    - ❖ Organizational chart of key personnel.
- 1.3.2.7. **Organizational Capability** – **Unlimited** pages; describe the overall mission and services of the organization and how it relates to the objectives of the [SECTION C: General Scope of Services](#) and [Scope of Services, Exhibit B](#) of this RFP through the following:
  - Organization’s capability and immediate availability to effectively manage the requirements of the RFP and Scope of Services; and
  - Demonstrated industry experience.
- 1.3.2.8. **Organizational Approach** – **Unlimited** pages; describe the organization’s approach to provide the required services as specified in the [SECTION C: General Scope of Services](#) and [Scope of Services, Exhibit B](#) of this RFP through the following:
  - Description of plan of operation and resources;
  - Credentialed and experienced personnel; and
  - Org Chart (Staffing Pattern).
- 1.3.2.9. **Personnel** – Complements the organizational chart to include persons currently on staff that will provide direct programmatic services. For staff to be hired, the Vendor shall describe the hiring process, qualifications for the position(s) and provide job description(s). The NH Department of Corrections reserves the right to accept or reject dedicated staff personnel. Title all resumes and job descriptions within header of document as:
  - Name of personnel/title of position.
  - Vendor’s business address and business telephone number.
- 1.3.2.10. **Financial Statements** – Provide, preferably audited, two (2) consecutive years, and copies of any quarterly financial statements prepared since the end of the period reported by your most recent annual report. Acceptable financial verification **shall** include one (1) of the following checking off one (1) of the boxes below:

Check	Description
Option 1 <input type="checkbox"/>	a copy of the organization’s most recent full set of financial statements
Option 2 <input type="checkbox"/>	a copy of the organization’s audited set of financial statements from an independent Certified Public Accountant (CPA) firm
Option 3 <input type="checkbox"/>	a copy of the sole proprietorship’s most recent set of Income Statements, Statement or Owner’s Capital and Balance Sheets or federal income tax returns

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- 1.3.2.11. **References** – Minimum of **three (3) references, unlimited pages** of qualitative references consisting of a list of current/former clients providing similar **Training and Educational Video Production** services. The Vendor shall grant the NH Department of Corrections permission to contact references. State of NH personnel should not be used to meet the minimum number of references. Provide the following information to include:
- Name and address of organization;
  - Name and title of contact person;
  - Title, e-mail address, business telephone number of contact person;
  - Website address; and
  - Performance period.
- 1.3.2.12. **Sub-contractor Letters of Commitment** (if applicable) – If sub-contractors are part of this proposal, signed letters of commitment from the sub-contractor are required.
- 1.3.2.13. **Licenses/Certifications** (if applicable - redact personal information).
- 1.3.3. Presentation of **sealed** Standard Terms and Conditions Proposal.
- 1.3.3.1. Standard Terms and Conditions Proposal Cover Sheet, labeled:
- “Standard Terms and Conditions Proposal”;
  - Name of Organization;
  - RFP Title and Number, Date of Submission; and
  - Marked as “Original”.
- 1.3.3.2. General Provisions, [FORM NUMBER P-37 \(version 12/11/2019\)](#);
- 1.3.3.3. [Special Provisions, Exhibit A](#);
- 1.3.3.4. [Scope of Services, Exhibit B](#); and
- 1.3.3.5. [Estimated Budget/Method of Payment, Exhibit C](#)
- [Estimated Budget \(Cost Proposal\)](#)
  - [Method of Payment](#)
- 1.3.3.6. Certificate of Good Standing (COGS) (*see Proposal Check Sheet*)
- 1.3.3.7. Certificate of Authority/Vote (COA/COV) (*see Proposal Check Sheet*)
- 1.3.3.8. Certificate of Insurance (COI) (*see Proposal Check Sheet*)
- 1.3.3.9. Administrative Rules, Rules of Conduct and Confidentiality of Information Form (*see Proposal Check Sheet*)
- 1.3.3.10. PREA Acknowledgement Form (*see Proposal Check Sheet*)
- 1.3.3.11. List of Board of Directors and Business Address (*see Proposal Check Sheet for instructions*)
- 1.3.3.12. List of Key Personnel and Salaries (*see Proposal Check Sheet for instructions*)
- 1.3.3.13. Alternate W-9 Registration (*see Proposal Check Sheet*)
- 1.3.3.14. SAM Registration (*see Proposal Check Sheet*)
- 1.3.3.15. [Proposal Check Sheet](#)
- 1.3.3.16. [Glossary of Terms](#)

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**SECTION F: Evaluation of Proposals**

**1. Evaluation Criteria and Scoring**

- 1.1. Each responsive Proposal will be evaluated and considered with regard to the following criteria:
- 1.1.1. Technical Proposal; and
  - 1.1.2. Standard Terms and Conditions Proposal (Cost Proposal).

<b>Category</b>	<b>Points Per Category</b>
1.1.3. Technical Proposal: (55 Points)	55
1.1.3.1. <b>Executive Summary:</b> Overall Experience of Organization/Staff and Demonstrated Results (15 Points) <ul style="list-style-type: none"> <li>1.1.3.1.1. Assessment of the history of the organization and experience as it relates to the requirements of the RFP.</li> <li>1.1.3.1.2. Evidence of past and relevant quality performance.</li> </ul>	
1.1.3.2. <b>Organizational Capability:</b> (15 Points) <ul style="list-style-type: none"> <li>1.1.3.2.1. Organization’s capability and immediate availability to effectively manage the requirements of the RFP and Scope of Services.</li> <li>1.1.3.2.2. Demonstrated industry experience.</li> </ul>	
1.1.3.3. <b>Organizational Approach:</b> (25 Points) <ul style="list-style-type: none"> <li>1.1.3.3.1. Description of plan of operation and resources.</li> <li>1.1.3.3.2. Credentialed and experienced personnel.</li> <li>1.1.3.3.3. Org Chart (Staffing Pattern).</li> </ul>	
1.1.4. Cost Proposal: (45 Points)	45
<b>Total of all Categories</b>	<b>100</b>

- 1.2. The NH Department of Corrections will use a scoring scale of 100 points, a maximum of 55 points awarded based on the Technical Proposal and a maximum of 45. points awarded based on the Cost Proposal.
- 1.3. The NH Department of Corrections will select a Proposer based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Reference checks, to the extent they are utilized by the NH Department of Corrections, will be used to refine, and finalize scores.

**2. Proposal Review**

- 2.1. NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP. The evaluation will be based on the demonstrated capabilities and skill of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP.
- 2.2. NH Department of Corrections shall not review proposals that reduce the Department’s current functions.
- 2.3. NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities as determined by the NH Department of Corrections in any proposal.
- 2.4. NH Department of Corrections reserves the right to cancel this RFP in whole or in part upon written or published notice of intent to do so or solicit new Proposals under a new acquisition process. Financial responsibility for the preparation, work performed, and submission of

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proposals shall be the sole responsibility of the Proposer and the NH Department of Corrections shall not be held liable for any such costs.

- 2.5. If the NH Department of Corrections determines to make an award based on the above criteria, the Department may notify the selected Proposer(s). Should the NH Department of Corrections be unable to reach an agreement with a selected Proposer(s) during Contract discussions, the NH Department of Corrections may then undertake Contract discussions with the next preferred Proposer and so on, or the NH Department of Corrections may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

### **3. Planned Evaluations**

NH Department of Corrections plans to use the following process:

- 3.1. Initial/Procedural Screening of Technical Proposals;
- 3.2. Preliminary Technical Scoring of Proposals;
- 3.3. Final Technical Scoring of Proposals;
- 3.4. Cost (Standard Terms and Conditions Proposal) Proposal Review;
- 3.5. Best and Final Offer (if applicable); and
- 3.6. Final Selection.

### **4. Initial/Procedural Screening of Technical Proposals**

NH Department of Corrections will conduct an initial/procedural screening step to verify Proposer compliance with the submission requirements set forth in this RFP and to confirm that the Technical Proposal satisfies the conditions defined in [SECTION E: Content and Requirements for a Proposal](#).

- 4.1. The NH Department of Corrections 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 State.
- 4.2. Cost Proposals will remain sealed during the Initial/Procedural Screening.

### **5. Preliminary Technical Scoring of Proposals**

NH Department of Corrections will establish an evaluation team to initially score the Technical Proposals. This evaluation team will review the technical proposals and give a preliminary score to the Technical Proposals under the guidelines set forth in [SECTION F: Evaluation of Proposals](#). Should a Proposer fail to achieve **35 points** in the preliminary scoring, it will receive no further consideration from the evaluation team. Cost Proposals within the Standard Terms and Conditions Proposals will remain sealed during the Technical Scoring of Proposals.

### **6. Final Technical Scoring of Proposals**

Following Reference Checks and review of written clarifications of Proposal(s), if applicable, the evaluation team will determine a final score for each Technical Proposal(s).

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

### **7. Cost Proposal Review**

Cost Proposals will be reviewed upon completion of the final technical scoring of proposals. The Proposer's Cost Proposal will be allocated a maximum potential score of **45 points**. Proposers are advised that this is **not** a low bid award and that the scoring of the cost proposal **will** be combined with the scoring of the technical proposal to determine the overall highest scoring proposal.

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- 7.1. The following will be used to assign points for costs:
- 7.2. For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Proposer who has scored above the minimum necessary for consideration on the preliminary Technical Score.

<b>Proposer's Price Score = (Lowest Proposed Price/Proposer's Price) X Points Assigned</b>
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**8. Best and Final Offer (BAFO)**

NH Department of Corrections may, at its sole option, invite the highest scoring Proposer(s) to submit a "Best and Final Offer" for the Department's consideration. The NH Department of Corrections reserves the right to select the Proposer based solely on the initial proposal(s) and is under no obligation to solicit or accept a BAFO from any proposer(s). As the Department may not request a BAFO, Proposers are encouraged to provide their most competitive prices in their initial proposals.

- 8.1. The BAFO is a one-time invitation only process for a Proposer to submit its lowest priced offer for the Department's consideration.
- 8.2. NH Department of Corrections will provide a deadline submission date for the BAFO.
- 8.3. NH Department of Corrections may communicate in writing any price/cost targets that the Department is seeking in a BAFO. If such target(s) is provided, the Department will do so uniformly to all Proposers selected to participate in the BAFO.
- 8.4. All restriction on contact with State employees outlined in [SECTION D: Process for Submitting a Proposal](#).
- 8.5. Each invited Proposer shall only make one BAFO. The BAFO shall not alter the substance of the Proposer's Technical Proposal. The BAFO may only amend the Proposer's initial price proposal.
- 8.6. To the extent the NH Department of Corrections solicits and receives a BAFO pursuant to this section, the Department will re-score the price proposals after review of the BAFO in accordance with [SECTION F: Evaluation of Proposals](#). The NH Department of Corrections will not select a Proposer based on the lowest priced BAFO proposal. A final selection, if any, shall be based on the combined score of the technical proposal and BAFO cost proposal. Only those Proposers who were invited to submit a BAFO will be considered for an award.

**9. Final Selection**

NH Department of Corrections will conduct a final selection based on the final evaluation of the initial proposals or, if requested, as a result of the BAFO and begin contract negotiations with the selected Proposer(s).

**10. Rights of the NH Department of Corrections**

NH Department of Corrections reserves the right to:

- 10.1. Make independent investigations in evaluating Proposals;
- 10.2. Request additional information to clarify elements of a Proposal;
- 10.3. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- 10.4. Omit any planned evaluation step if, in the Department's view, the step is not needed;
- 10.5. At its sole discretion, reject any and all Proposals at any time; and
- 10.6. Open contract discussion with the second highest scoring Proposer and so on if the Department is unable to reach an agreement of Contract terms with the higher scoring Proposer(s).



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**SECTION G: Terms and Conditions Related to the RFP Process**

**1. RFP Addendum**

The NH Department of Corrections 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 Department, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

**2. Non-Collusion**

The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other Proposers and without effort to preclude the NH Department of Corrections from obtaining the best possible competitive Proposal.

**3. Property of the State**

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

**4. Confidentiality of a Proposal**

Unless necessary for the approval of a contract, the substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the Agency will be grounds for disqualification.

**5. Public Disclosure**

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services (DAS) pursuant to this RFP, the Agency will post the name, rank, or score of each proposer. In the event that the contract does not require Governor & Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least five (5) business days before final approval of the Contract.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). However, business financial information and proprietary information such as trade secrets, business and financials 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 request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/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. The Agency will determine the information it believes is properly exempt 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 Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

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If a request is made to the Agency to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Agency will notify the Proposer of the request and of the date the Agency 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 Agency may release the requested information on the date specified in the Agency's notice without any liability to the Proposers.

**6. Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency 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.

**7. Proposal Preparation Cost**

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

**8. Ethical Requirements**

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

**9. Challenges on Form or Process of the RFP**

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Agency at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Proposer is deemed to have waived any challenges to the agency's authority to conduct this procurement and the form and procedures of this RFP.

**The remainder of this page is intentionally blank.**

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**SECTION H: Contract Terms and Award**

**1. Non-Exclusive Contract**

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

**2. Award**

The solicitation of this RFP shall not commit the NH Department of Corrections to award a contract. If the NH Department of Corrections decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

**3. Standard Contract Terms**

The NH Department of Corrections will require the successful bidders 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 C – Standard Terms and Conditions](#).

The Term of the Contract will be for **approximately five (5) months** from the date of approval. The contract term **will not** be extended.

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 NH Department of Corrections will review requested exceptions and accept, reject, or note that it is open to negotiation of the proposed exception at its sole discretion. If the NH Department of Corrections accepts a Proposer's exception the Department will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions, which have been 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 its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

**4. Special Terms**

- 4.1. Data related to the NH Department's relevant artwork, logos, typeface, and brand standards shall remain the property of the State and shall be returned to the State upon the demand or the termination of the Agreement for any reason. Any data provided by the State shall be used only for the performance of this Agreement.
- 4.2. No transportation, hotel or lodging and craft services shall be allowed under this Agreement.
- 4.3. Bidders responding to this solicitation shall have a current System for Award Management (SAM) identifier to meet the general requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Public Law 109-282, that requires disclosure of all entities and organizations receiving federal funds through a single publicly accessible website. To register please use the following link: <https://sam.gov/content/home>. Additional information can be found <https://www.state.gov/wp-content/uploads/2019/04/Applying-for-a-SAM.gov-Registration.pdf>.

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**SECTION I: Appendixes**

- 1. Appendix A – Transmittal Letter**
- 2. Appendix B – Exception to Terms and Conditions**
- 3. Appendix C – Standard Terms and Conditions (documents provided within RFP)**
  - 3.1. Section 1 – Form Number P-37 (version 12/11/2019), General Provisions
  - 3.2. Section 2 – Special Provisions, Exhibit A
  - 3.3. Section 3 – Scope of Services, Exhibit B
  - 3.4. Section 4 – Estimated Budget/Method of Payment, Exhibit C
  - 3.5. Section 5 – Proposal Check Sheet
  - 3.6. Section 6 – Glossary of Terms

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**Appendix A – Transmittal Letter**

Proposal Due Date: April 13, 2022

[Insert name of Organization] \_\_\_\_\_  
hereby offers the NH Department of Corrections **PREA Training and Education Video Production Services** as outlined in RFP NHDOC 22-06-FFPS at the price(s) quoted in the Vendor response in complete accordance with all conditions of this RFP and the Standard Terms and Conditions outlined in [Appendix C – Standard Terms and Conditions](#).

[Insert Name of Contract Signatory of P-37] \_\_\_\_\_  
has reviewed and agreed to be bound by the Proposal and attests to the following:

The Vendor attests to the fact that:

1. The Vendor has not altered any of the language or other provisions contained in the Proposal document.
2. The Proposal is effective for a period of 180 days from the Proposal due date.
3. The Proposal was established without collusion with other parties.
4. The Vendor has read and fully understands this Proposal, Addendums to the RFP, and the terms and conditions including but not limited to the Standard Terms and Conditions in [Appendix C – Standard Terms and Conditions](#), which shall form the basis of any Contract resulting from this RFP.
5. Vendor attests that no new terms and conditions have been added and no existing terms and conditions have been deleted or modified from the NHDOC 22-06-FFPS **PREA Training and Education Video Production Services** RFP used in the Vendor’s Proposal response.

**Vendor’s Official Point of Contact Information**

Title of Contract Signatory (above): \_\_\_\_\_

Contract Signatory Telephone Number: \_\_\_\_\_

Contract Signatory E-Mail: \_\_\_\_\_

Address of Contract Signatory: \_\_\_\_\_

Contact Person (if different from Contract Signatory): \_\_\_\_\_

Contact Person E-Mail: \_\_\_\_\_

URL: \_\_\_\_\_

Contract Signatory Signature (above): \_\_\_\_\_

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

County: \_\_\_\_\_ State: \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared before me, the above named \_\_\_\_\_, in his/her capacity as an authorized representative of

[Contract Signatory]

\_\_\_\_\_, known to me or satisfactorily proven, and took oath

[Organization]

that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

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

\_\_\_\_\_  
(My Commission Expires)

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**Appendix B – Exception to Terms and Conditions**

## Exception to Terms and Conditions

A Responder shall be presumed to be in agreement with the Terms and Conditions of RFP NHDOC 22-06-FFPS **PREA Training and Education Video Production Services** and the Standard Terms and Conditions in [Appendix C – Standard Terms and Conditions](#) unless the Responder takes specific exception to one or more of the conditions on this form. Responders are cautioned that by taking any exception they may be materially deviating from the RFP specifications. If a Responder materially deviates from an RFP specification, its Proposal may be rejected.

A material deviation is an exception to a specification, which 1) affords the Responder taking the exception a competitive advantage over other Responders or 2) gives the State something significantly different than the NH Department of Corrections requested.

**INSTRUCTIONS:** Responders must explicitly list all exceptions to the NH Department of Corrections concerning the Terms and Conditions of RFP NHDOC 22-06-FFPS **PREA Training and Education Video Production Services** and the Standard Terms and Conditions in [Appendix C – Standard Terms and Conditions](#). Reference the actual number of the Terms and Conditions for which an exception(s) is being taken. If no exceptions exist, state “**NONE**” specifically on the form below. Whether or not exceptions are taken, the Responder must **SIGN** this form and submit it as part of organization’s Proposal response. *(Add additional pages if necessary).*

<b>Term &amp; Condition Number</b>	<b>Explanation of Exception</b>

*By signing this form, I (Contract Signatory) acknowledge and accept, without qualification, all Terms and Conditions of RFP NHDOC 22-06-FFPS **PREA Training and Education Video Production Services** and terms and conditions of the [Appendix C – Standard Terms and Conditions](#) and other required documents stated in the RFP except those clearly outlined as exceptions above.*

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Contract Signatory Signature and Title



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**Appendix C – Standard Terms and Conditions**

**Form Number P-37 (version 12/11/2019), General Provisions**  
**Special Provisions, Exhibit A**  
**Scope of Services, Exhibit B**  
**Estimated Budget/Method of Payment, Exhibit C**  
**Certificate of Good Standing**  
**Certificate of Authority/Vote**  
**Certificate of Insurance**  
**Administrative Rules, Rules of Conduct and Confidentiality of Information**  
**Protected Health Information (PHI)**  
**Prison Rape Elimination Act (PREA) of 2003**  
**Vendor Alternate W-9 Registration**  
**Proposal Check Sheet**  
**Glossary of Terms**

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 follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301 P.O. Box 1806, Concord, NH 03302	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date August 31, 2022	1.8 Price Limitation
1.9 Contracting Officer for State Agency Lynmarie Cusack		1.10 State Agency Telephone Number 603-271-5604	
1.11 Contractor Signature  <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory  Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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 1.17, 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 1.13 (“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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, 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 B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### **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. The 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. 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.

**17. 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.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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CONTRACT NHD0C 22-06-FFPS*

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**Special Provisions, Exhibit A**

**1. FORM NUMBER P-37 (version 12/11/2019)**

“To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the second to last sentence of the clause to read: “Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.”

**The remainder of this page is intentionally blank.**

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**Scope of Services, Exhibit B**

**1. Purpose**

The NH Department of Corrections (NHDOC) seeks an experienced Contractor to provide video production services for the New Hampshire Department of Corrections (herein known as the “NHDOC,” “State,” “Corrections”, “Client” or “Department”).

**2. Performance Period**

Contract(s) awarded as a result of this Request for Proposal (RFP) is anticipated to be effective upon Governor and Executive Council (G&C) approval for the period beginning upon approval of G&C approval through August 31, 2022.

**3. Location of Services**

PREA Training and Education Video Production Services shall be performed at the following NH Department of Corrections locations identified by an “X” to the table below.

<b>NH Department of Corrections Correctional Facilities</b>			
	Northern Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03750
<b>NH Department of Corrections Correctional Facilities</b>			
<b>X</b>	NH State Prison-Men (NHSP-M)	281 North State Street	Concord, NH 03301
<b>X</b>	Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street	
<b>X</b>	Special Housing Unit (SHU)	281 North State Street	
<b>X</b>	NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road	Concord, NH 03301
<b>NH Department of Corrections Transitional Housing Units</b>			
<b>X</b>	North End Transitional Housing Unit (NEH/THU)	1 Perimeter Road	Concord, NH 03301
<b>X</b>	Concord Transitional Work Center (CTWC)	275 North State Street	Concord, NH 03301
<b>X</b>	Shea Farm, Transitional Housing Unit (THU)	60 Iron Works Road	Concord, NH 03301
<b>X</b>	Calumet House, Transitional Housing Unit (THU)	126 Lowell Street	Manchester, NH 03104

**4. Description of of PREA Training and Education Video Production Services**

The NH Department of Corrections is seeking a qualified Contractor who will provide creative services to develop and produce three (3) professional videos ranging in length from five (5) minutes to up to twenty (20) minutes. The videos content will provide education and training to corrections staff (employee), residents, and the public about the NH Department of Correction’s zero-tolerance policy for sexual assault and sexual harassment of residents. Two (2) of the videos will aim to train corrections staff and the public about their role in prevention, reporting, and appropriate response to reports of sexual abuse and sexual harassment of residents. The third video will serve to educate the residents about the NH Department of Correction’s zero-tolerance policy for sexual abuse and sexual harassment and advise how and to whom incidents of sexual abuse and sexual harassment can be reported.

**6. Project Outcome, Overview, Scope and Deliverables**

Video production shall consist of a series of three (3) short videos, to include closed captioning in both English and Spanish, that is designed to educate corrections staff, residents, and the public on how to respond to Prison Rape Elimination Act (PREA) incidents provided by the Contractor through the following required services, but not limited to:

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- 6.1. Video Concept Development:
  - 6.1.1. Develop strategies for filming content;
  - 6.1.2. Curating; and
  - 6.1.3. Developing a shooting schedule.
- 6.2. Video Pre-Production Scheduling:
  - 6.2.1. Scout locations for technical issues prior to filming;
  - 6.2.2. Assemble a production crew;
  - 6.2.3. Crew sourcing management;
  - 6.2.4. Equipment selections and sourcing.
- 6.3. Video Production:
  - 6.3.1. Equipment set-up and take-down;
  - 6.3.2. Contractor staff: Director(s), Camera Operator(s), Sound Equipment Operators, Production Manager, Producer, Electrician and Lighting Technicians, Hair and Makeup Artists; and
  - 6.3.3. Contractor crew coordination and management.
- 6.4. Video Post-Production
  - 6.4.1. Contractor offline editorial;
  - 6.4.2. Contractor development of three (3) rough-cut edits: Employee Video, Resident Video, and Public Video;
  - 6.4.3. Two (2) rounds of Client review for each rough-cut edits:
    - 6.4.3.1. One (1) for consolidated Client revisions; and
    - 6.4.3.2. One (1) for minor adjustments prior to finishing.
  - 6.4.4. The two rounds of Client review shall consist of providing the Contractor consolidated feedback in preparation for Final Production of the three (3) rough-cut edits.
- 6.5. Final Production
  - 6.5.1. Upon Client approval of the three (3) rough-cut edits, videos will be considered “picture locked” allowing the Contractor to proceed to the final post-production steps of:
    - 6.5.1.1. Online editorial and finishing to include color correction, audio mix and conforming to worldwide web;
    - 6.5.1.2. Export to specifications.
- 6.6. Project Management Support:
  - 6.6.1. Timeline development;
  - 6.6.2. Deliverable management;
  - 6.6.3. Contractor and Client management; and
  - 6.6.4. Ad hoc telecommunications/meetings.
- 6.7. Final Product-Deliverables:
  - 6.7.1. One (1) video for up to twenty (20) minutes for the NH Department of Corrections staff (“Employee Video”);
  - 6.7.2. One (1) video for up to five (5) minutes for the Public (“Public Video”) to be viewed on the Department’s webpage, social media accounts and/or via e-mail;
  - 6.7.3. One (1) video for up to fifteen (15) minutes for Residents of the NH Department of Corrections (“Resident Video”); and
  - 6.7.4. Closed captioning to be included for all edits for English and Spanish.

**7. General Key Assumptions**

- 7.1. Video Concept Development
  - 7.1.1. Contractor Assumptions include, but are not limited to:

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- 7.1.1.1. Conduct pre-interview with available Client talent (actors/actresses);
- 7.1.1.2. Strategic film interview planning;
- 7.1.1.3. Curation of outline for edits;
- 7.1.1.4. Scheduling coordination for interviews, scenarios and necessary B-roll for three (3) consecutive shoot days; and
- 7.1.1.5. Production schedules.
- 7.1.2. Client Assumptions include, but are not limited to:
  - 7.1.2.1. Provide initial scripts, themes, messaging of video content;
  - 7.1.2.2. Confirmation of NH Department of Corrections talent and confirmation of talent scheduling (availability) for shoot days;
  - 7.1.2.3. Client to provide any relevant artwork, logos, typeface files and brand standards prior to Video Production.
- 7.2. Video Pre-Production:
  - 7.2.1. Contractor Assumptions include, but are not limited to:
    - 7.2.1.1. Conduct remote-casting for Spanish-speaking voiceover talent; and
    - 7.2.1.2. Meet virtually for Pre-Production scheduling;
    - 7.2.1.3. Agree to proposed production schedule.
  - 7.2.2. Client Assumptions include, but are not limited to:
    - 7.2.2.1. Meet virtually for Pre-Production scheduling;
    - 7.2.2.2. Review and approve final outlines/messaging for talent.
    - 7.2.2.3. Agree to proposed production schedule.
- 7.3. Video Production:
  - 7.3.1. Contractor Assumptions include, but are not limited to:
    - 7.3.1.1. Contractor shall not utilize any staff and crew, including subcontractors, to fulfill the requirements of this Agreement who failed to receive clearance for all shooting locations prior to shoot day(s). The Contractor shall be responsible to provide alternative crew to meet the obligations of this Agreement.
    - 7.3.1.2. Each production day shall not exceed ten (10) hours in total.
  - 7.3.2. Client Assumptions include, but are not limited to:
    - 7.3.2.1. Provide scripts, actors/actresses (talent) and any brand specific props, wardrobes and set décor;
    - 7.3.2.2. Provide the necessary personal protective equipment (PPE) for crews to fulfill the obligations of this solicitation.
    - 7.3.2.3. Conduct the necessary background checks, including but not limited to criminal background checks for Contractor identified crew.
  - 7.3.3. In the event of inclement weather, the Video shoot shall be rescheduled at least forty-eight (48) hours in advance of the first shoot day (schedule).

**8. General Service Provisions**

- 8.1. Rules and Regulations: The Contractor agrees to comply with all Policy and Procedure Directives of the NH Department of Corrections. The Contractor shall adhere to the Department's Administrative Rules, Conduct and Confidentiality of Information polices.
- 8.2. Additional Facilities: Upon agreement of both parties, additional facilities belonging or associated to the NH Department of Corrections may be added to the Contract.
- 8.3. Admittance: The NH Department of Corrections may, at its sole discretion, remove from or refuse admittance to any Department facility/location any person, for any length of time or permanently without incurring penalty or cost for exercising this right. The Contractor shall be

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responsible for assuring that the services that the person(s) so removed or denied access are delivered.

- 8.4. Contractor Sign-In Sheet: Contractors' staff shall be expected to sign-in and out of the corresponding facility receiving services. At a minimum, Contractor staff shall provide their company name, personal first and last name, time-in and time-out, date of service and type, date of services, corresponding facility and may be required to provide vehicle make, model and license plate number.

**8. Administrative Rules, Policies, Regulations and Policy and Procedure Directives**

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:  
[http://www.nh.gov/nhd0c/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm).

**9. Protected Health Information (PHI)**

Contractor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments.

In performing its obligations under the Contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.

The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the patient that becomes available to the Contractor in connection with its performance under the Contract. In the event of unauthorized use of or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.

All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract, and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

**10. Prison Rape Elimination Act (PREA) 2003**

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link:

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[http://www.nh.gov/nhd0c/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm).

**11. Change of Ownership**

In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.

**12. Contractor Designated Liaison**

Contractor shall designate a representative to act as a liaison between the Contractor and the Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

- 12.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 12.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 12.3. Changes to the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Contracting Officer for State Agency, or designee, P.O. Box 1806, Concord, NH 03302.

**13. Contractor Liaison's Responsibilities**

Contractor's designated liaison shall be responsible for:

- 13.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof.
- 13.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.
- 13.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 13.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues, which may arise.

**14. NH Department of Corrections Contract Liaison Responsibilities**

NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. The NH Department of Corrections representative shall be responsible for:

- 14.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The

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representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed.

- 14.2. Monitoring compliance with the terms of the Contract.
- 14.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract.
- 14.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 14.5. Informing the Contractor of any discretionary action taken by the NH Department of Corrections pursuant to the provision of the Contract.

**15. Reporting Requirements**

- 15.1. Contractor shall provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by the NH Department of Corrections.
- 15.2. Reports and/or information requests shall be forwarded to the NH Department of Corrections' Contracting Officer for State Agency, or designee, and mailed to P.O. Box 1806, Concord, NH 03302.

**16. Performance Evaluation**

NH Department of Corrections shall, at its sole discretion monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.

- 16.1. The NH Department of Corrections, Contracting Officer for State Agency or designee, at a minimum of four times a year will assess the performance of the product relative to the Contractor's compliance with the Contract as set forth in the approved Contract. Examples of performance include but not limited to:
  - 16.1.1. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract; and
  - 16.1.2. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.

**17. Performance Measures**

NH Department of Corrections shall, at its sole discretion:

- 17.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 17.2. Terminate the Contract as permitted by law, if the NH Department of Corrections determines that the Contractor:
  - 17.2.1. Does not comply with the terms of the Contract.
  - 17.2.2. The Contractor shall fully coordinate the performance activities of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

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**18. Bankruptcy or Insolvency Proceeding Notifications**

- 18.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 18.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part or re-affirm the Contract in whole or in part.

**19. Embodiment of the Contract**

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 19.1.1. shall govern. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Proposer's Proposal and/or the result of a Contract.

19.1. Order of Precedence:

- 19.1.1. NH Department of Corrections Contract Agreement NHDOC 22-06-FFPS.
- 19.1.2. NH Department of Corrections RFP NHDOC 22-06-FFPS.
- 19.1.3. Proposer's Response to RFP NHDOC 22-06-FFPS

**20. Cancellation of Contract**

NH Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the NH Department of Corrections exercise its right to cancel the Contract, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor.

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

**21. Contractor Transition**

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

**22. Audit Requirement**

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

**23. Notification to the Contractor**

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

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**24. Information**

- 24.1. In performing its obligations under the Contract, the Contractor may gain access to information of the residents/patients/non-adjudicated residents including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- 24.2. Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the inmate/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.
- 24.3. In the event of unauthorized use or disclosure of the residents/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH Department of Corrections.
- 24.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 24.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the contract, and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

**25. Contractor Personnel**

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

**26. Other Contractual Documents Required by the NH Department of Corrections**

Form Number P-37 (version 12/11/19); Certificate of Good Standing (COGS); Certificates of Authority/Vote (COA/COV); Certificate of Insurance (COI); Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; PREA Acknowledgement Form; and ALT-W9 and SAM Registration shall be applicable for the requested contracted activities and, for the exception of the COGS, are located as a separate link on the NH Department of Corrections website: [http://www.nh.gov/nhd0c/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm) with instructions found in the Proposal Check Sheet.

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**Estimated Budget/Method of Payment, Exhibit C**

**1. Estimated Budget (Cost Proposal)**

The estimated budget to produce the series of three (3) short videos shall be a Firm Fixed Price/Not to Exceed all-inclusive price limitation of one hundred thirty thousand dollars (\$130,000.00).

Cost to produce the series must include, at a minimum, the following categories:

- Creative services, project concept development;
- Video pre-production scheduling;
- Video production;
- Video post-production;
- Final production;
- Production labor;
- Equipment/supply costs: video production, digital media hardware;
- Camera recording stock;
- Cataloging and storage to digital media;
- Project management support;
- Final product deliverables; and
  - Employee video
  - Public video
  - Resident video
- Transportation, hotel or lodging, and craft services.

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**2. Method of Payment**

- 2.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15<sup>th</sup> following the month in which services are provided.
- 2.2. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
- 2.3. The NH Department of Corrections may adjust the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 2.4. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
  - 2.4.1. Invoice date;
  - 2.4.2. Type of service;
  - 2.4.3. Quantity, description of services rendered;
  - 2.4.4. Dates of said service(s); and
  - 2.4.5. Itemized product/service total charge.
- 2.5. The Contractor shall submit to the NH Department of Corrections any invoices for PREA Training and Education Video Production Services in a timely manner.
- 2.6. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

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**PROPOSAL CHECK SHEET NHD0C 22-06-FFPS**

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**Proposal Check Sheet**

Contractors shall submit one (1) original hard copy, labeled "Original", two (2) copies of the original labeled "Copy" and one (1) thumb drive of the original completed proposal in response to this RFP. The originals shall be signed in blue ink. These originals must be typed or clearly printed in **black ink**. Proposals that are not completed or unsigned shall be considered “technically non-compliant.” Any proposal(s) received after the deadline shall not be considered. Proposals must be sealed, or they shall not be accepted. Proposals shall not be stapled, or three-hole punched. Use only binder clips to secure and separate sections to the Technical and Cost Proposal. Contract Signatory shall initial and date the bottom right-hand corner of each page to the Appendix C documents and any other required documents for their Proposal.

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

Part A (**sealed** in separate envelope)

- Technical Proposal Cover Sheet, labeled:
  - “Technical Proposal”
  - Name of Organization;
  - RFP Title and Number, Date of Submission; and
  - Marked as “Original”.
- Table of Contents
- Transmittal Letter (*refer to SECTION I: Appendixes, A*)
- Exceptions to Terms and Conditions(s) Letter (*refer to SECTION I: Appendixes, B*)
- Non-Disclosure of Right to Know of Information Letter to State Agency (*refer to SECTION G: Terms and Conditions Related to the RFP Process, Paragraph 5. Public Disclosure*)
- Technical Proposal Contents
  - Executive Summary
  - Organizational Capability
  - Organizational Approach
  - Personnel (*redact all personal information, use Organization’s business address, and contact information*)
  - Financial Statements
  - References
  - Sub-contractor Letter(s) of Commitment, (*if applicable*)
  - Licenses/Certifications, (*if applicable*)

Part B (**sealed** in separate envelope)

- Standard Terms and Conditions Proposal Cover Sheet, labeled:
  - “Standard Terms and Conditions Proposal”
  - Name of Organization;
  - RFP Title and Number, Date of Submission; and
  - Marked as “Original”.
- Standard Terms and conditions Contents:
  - General Provisions, **FORM NUMBER P-37 (version 12/11/2019)** p. 26-29
    - ✓ **Please fully execute:** Items 1.3, 1.4, 1.5, 1.11 and 1.12; and
    - ✓ **Note:** THE NAME OF THE CONTRACTOR’S ORGANIZATION SHALL BE WRITTEN ON THE P-37 AS FOUND ON THE CERTIFICATE OF GOOD STANDING (ISSUED BY THE NH SECRETARY OF STATES OFFICE) TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.

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- [Special Provisions, Exhibit A](#), p. 30.
- [Scope of Services, Exhibit B](#), p. 31-38.
- [Estimated Budget/Method of Payment, Exhibit C](#)
  - ✓ Estimated Budget (Cost Proposal), p. 40;
  - ✓ Method of Payment, p. 41.
- Certificate of Good Standing (COGS) (NOT INCLUDED HEREIN).

In order to obtain a Certificate, a potential Contractor can contact, in writing, the NH Secretary of State's Office, Corporate Division, State House Annex, Room 317, 25 Capital Street, 3<sup>rd</sup> Floor, Concord, NH 03301; call the Corporate Division at 603-271-3246; visit the Secretary of State's Office in person; or utilize their website <https://quickstart.sos.nh.gov/online/Account/LandingPage>. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check for (CALL FOR FEES) made payable to the State of New Hampshire. **If you wish to visit the Secretary of State's Office in person and pay in cash, you must bring exact change for each Certificate of Good Standing document(s) and or filings requested, or you may use either Visa or MasterCard as a method of payment.** In the event that you need to expedite the request, you may fax the request to (603) 271-3246 (CALL FOR FEES) for the expedited service.
- Certificate of Authority/Vote (COA/COV) (NOT INCLUDED HEREIN).

The COA/COV authorizes, by position, a representative(s) of the organization to enter into an agreement/amendment with the State of NH and ensures that the person signing the agreement/amendment with the State of NH is authorized as of the date he/she signed.

The officer's (contract signatory) signature should either be notarized or include a corporate seal that confirms the title of the person(s) authorized to sign the agreement. Preferably, the date of the officer signing the COA/COV must be on the date that the agreement/amendment and other required documents is signed attesting that the officer on behalf of the organization had authority to enter into an agreement/amendment with the State of NH when it was signed.

Use the following link, execute, and submit only the one that applies to your organization:  
[http://www.nh.gov/nhd0c/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm):

- ✓ [2015 Certificate of Authority Vote #1 - Corp or LLC \(Non-specific\)](#);
  - ✓ [2015 Certificate of Authority Vote #2 - Corp or LLC \(Specific\)](#);
  - ✓ [2015 Certificate of Authority Vote #3 - Corp General or Limited Partnership](#);
  - ✓ [2015 Certificate of Authority Vote #4 - Limited Partnership or LLC with Manager](#);
  - ✓ [2015 Certificate of Authority Vote #5 - Sole Proprietor](#); and
  - ✓ [Limited Liability Company \(LLC\) with Member or Manager](#).
  - ✓ **Note:** THE NAME OF THE CONTRACTOR'S ORGANIZATION MUST BE WRITTEN ON THE CERTIFICATE OF AUTHORITY/VOTE AS FOUND ON THE CERTIFICATE OF GOOD STANDING TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
- Other sources of authority (if not using the above generic forms):
    1. Source of Authority (must come from the **governing body**, either)
      - a. A **majority voted** at a meeting; or
      - b. The body provided **unanimous consent in writing**; or
      - c. The organization's **policy or governing document**.
    1. Source of Authority (in effect **on the day the agreement/amendment was signed**)

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**PROPOSAL CHECK SHEET NHD0C 22-06-FFPS**

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- a. Authority was **granted the same day** as the day the agreement/amendment was signed.
  - b. Authority was **granted after** the day the agreement/amendment was signed and the governing body ratifies and accepts the earlier execution.
  - c. Authority was **granted prior** to the day the agreement/amendment was signed and it has not been amended or repealed as of the day the agreement/amendment was signed.
- Certificate of Insurance (COI) (NOT INCLUDED HEREIN). The Contractor must contact their Insurance provider and follow their process to get a certificate **pursuant to the General Provisions of FORM NUMBER P-37 (version 12/11/2019)**, Paragraph 14 and 15. The NH Department of Corrections, P.O. Box 1806, Concord, NH, 03302-1806 must be listed at the Certificate Holder on the document.
    - ✓ **Note:** THE NAME OF THE CONTRACTOR'S ORGANIZATION TO INCLUDE DBA NAMES, IF APPLICABLE, AND ADDRESS AS FOUND ON THE CERTIFICATE OF GOOD STANDING, MUST BE IDENTIFIED IN THE INSURED SECTION OF THE CERTIFICATE OF LIABILITY INSURANCE DOCUMENT.
    - ✓ **Note:** THE NH DEPARTMENT OF CORRECTIONS. P.O. BOX 1806, CONCORD, NH 03302 MUST BE LISTED AS THE CERTIFICATE HOLER.
    - ✓ **Note:** THE STATE OF NH, NH DEPARTMENT OF CORRECTIONS MUST BE LISTED AS ADDITIONALLY INSURED.
    - ✓ Shall provide the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate for the life of the Contract and any renewals thereof.
    - ✓ Shall provide Workers' Compensation and Employer's Liability insurance coverage for the life of the Contract and any renewals thereof.
    - ✓ Shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employer's Liability, and Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).
  - Administrative Rules, Rules of Conduct and Confidentiality of Information Form, [http://www.nh.gov/nhd0c/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm);
  - PREA Acknowledgement Form, [http://www.nh.gov/nhd0c/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm);
  - List of Board of Directors and Addresses (*only applicable to Non-Profit organizations and redact all personal information, use business addresses*);
  - List of Key Personnel and Salaries (*only applicable to Non-Profit organizations and redact all personal information*);
  - Contractor Alternate W-9 Registration (NOT INCLUDED HEREIN). The Contractor shall complete their Contractor Registration process on-line through the following link: <https://das.nh.gov/purchasing/vendorregistration>; which will direct a potential Contractor to the State of NH Vendor Registration site. A Contractor should submit proof of their submission with their proposal. Please follow the instructions provided.  
Contractor SAM Registration, if applicable (NOT INCLUDED HEREIN). The Contractor shall complete their SAM Registration process on-line through the following link: <https://sam.gov/content/home>
  - [Proposal Check Sheet](#), p. 41-43.
  - [Glossary of Terms](#), p. 44.

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**GLOSSARY OF TERMS NHDOC 22-FFPS**

**Glossary of Terms**

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

<b>Term</b>	<b>Acronym</b>	<b>Description/Definition</b>
Alternate W-9 Form	ALT W-9	
Advanced Registered Nurse Practitioners	ARNP	
Best and Final Offer	BAFO	
Calumet House, Transitional Housing Unit	THU	
Certificate of Authority/Vote	COA/COV	
Certificate of Good Standing	COGS	
Certificate of Insurance	COI	
Certified Public Accountant	CPA	
Doing Business As	D/B/A	
Eastern Standard Time	EST	
Equal Employment Opportunity	EEO	
Estimated	Est.	
Extended	Ext	
Governor and Executive Council	G&C	
Limited Liability Company	LLC	
Microsoft Word	MS	
New Hampshire	NH	
NH Department of Corrections	NHDOC	
North End Transitional Housing Unit	NEH/THU	
Not Applicable	N/A	
Personnel Protective Equipment	PPE	
Policy, Procedure and Directives	PPD's	
Post Meridian	PM	
Protected (Patient) Health Information	PHI	
Request for Bid	RFB	
Request for Information	RFI	
Request for Proposal	RFP	
Revised Statutes Annotated	RSA	Forms the codified laws of the State subordinate to the New Hampshire State Constitution.
Shea Farm, Transitional Housing Unit	THU	
Special Housing Unit (SHU)	SHU	
State Fiscal Year	SFY	
State of NH Long Form Contract	P-37	
System for Award Management	SAM	
To Be Determined	TBD	
Uniform Resource Locator	URL	
United States	U.S./US	

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