

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

REQUEST FOR QUOTE



Hay Harvesting Services

RFQ NHDOC 22-01-COMCOR

ISSUE DATE: April 8, 2021

CLOSING DATE: May 6, 2022 at 2:00 PM

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SECTION A: Overview and Schedule

1. Executive Summary

- 1.1. **Purpose:** This request for quote (RFQ) is for the provision of Hay Harvesting and associated services to efficiently manage and harvest hay crop(s) area(s) “A-D” (“Property”), as depicted on the NHDOC Hay Harvesting 2015 Aerial Map, Appendix A, in a professional manner and provide at their own expense all labor, supplies, fertilizer, seed, soil tests, fuel, equipment, repairs, transportation of equipment, baling, and removal of each cut of hay and/or debris necessary for the hay crop’s proper harvesting on an annual basis for a period of up to five (5) years.
- 1.2. **Performance Period:** The term of the Agreement shall become effective upon Governor and Executive Council (G&C) approval through December 31, 2026. The NH Department of Corrections may extend contracted services for one (1) additional period of up to five (5) years, contingent upon satisfactory Vendor performance, Commissioner and G&C approval.
- 1.3. **Service Locations:** Property Areas “A-D” as depicted on the NHDOC Hay Harvesting 2015 Aerial Map, Appendix A, are marked with an “X” below:

NH Department of Corrections (NHDOC) Property Areas “A-D”				
	Property Area	Approximate Acreage	¹Lot - Unit	²Property Address
X	Property Area “A”	+/- 6 acres	42	West Portsmouth Street, Concord, NH 03301
X	Property Area “B”	+/- 30 acres	42	West Portsmouth Street, Concord, NH 03301
X	Property Area “C”	+/- 23 acres	11, 27-28	North State Street, Concord, NH 03301
X	Property Area “D”	+/- 75 acres	90	North State Street, Concord, NH 03301

- 1.4. **Contract Award:** The NH Department of Corrections (“State” or “Department”) anticipates awarding one (1) contract to a Vendor meeting the criteria established from this RFQ and providing the highest quoted cumulative compensated rate based on an approximate 5-year term.
- 1.5. **Rejection of Quote:** The NH Department of Corrections (NHDOC) reserves the right to reject any or all quotes, and/or any part thereof, and/or add/delete criteria/locations for the services requested from this RFQ.

2. Schedule of Events

The following table, below, provides a Schedule of Events for this RFQ. The NHDOC 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	RFQ Issued	April 8, 2022
2	Property Site Inspection, if required	April 11 - 15, 2022
3	Vendor (Proposer) Written Inquiries Due	April 19, 2022 at 2:00PM
4	NHDOC Posts Answers to Inquiries	April 22, 2022
5	Proposal Due	May 6, 2022 at 2:00PM
6	Anticipated Evaluation of Proposals/Contract Finalization	May/June 2022
7	Expected Services Start Date	Upon G&C Approval

¹ <https://gis.concordnh.gov/arcgis/publicwebgis/>

² <https://gis.concordnh.gov/arcgis/publicwebgis/>

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SECTION B: Description of Agency/Division/Program

The NH Department of Corrections 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 and humane supervision and evidenced-based rehabilitation to enhance public safety.

SECTION C: Hay Harvesting Scope of Services

1. Acreage of Hay

Acreage of hay that is to be harvested is on approximately 134 +/- acres. The approximate acreage consists of a variety of hay fields of possible weedy species. The Vendor shall understand that the 134 +/- acres is an estimate of acreage and not all acreage can be harvested for salvageable haying or animal consumption. Areas "A-D" depicted on the NHDOC Hay Harvesting 2015 Aerial Map, Appendix A, are the areas to be harvested.

2. Hay Yield

The Vendor will retain ownership of any annual yield from the harvested hay in exchange for the Vendor to provide at their own expense all labor, supplies, fertilizer, seed, soil tests, fuel, equipment, repairs, and transportation of equipment necessary to cut, bale and removal of any hay yields from the Property.

3. Compensated Rate

The Vendor shall compensate the Department annually for the Term of the Contract and any renewals thereof for the use of the Property.

4. Property Site Inspection

The Vendor may perform a site inspection of the areas to be harvested. The Vendor will coordinate with the Department's Contract Liaison of when the Vendor can perform said site inspection during the time frame identified in [SECTION A: Overview and Schedule](#), Paragraph 2, [Schedule of Events](#).

5. Restricted Rights

The Department will allow the Vendor and their employees limited and restricted rights to enter Property at one or more times on an annual basis for the sole purpose of inspecting, checking land conditions, harvesting, and removing hay yields.

6. Use of Property

Vendor has use of the property only for the purpose of harvesting hay. The Vendor shall not enter the property except to inspect/check land conditions, secure/remove equipment, cut, bale, haul, and remove hay.

7. Mechanical Breakdown

The Department shall not be responsible for causes of mechanical breakdowns and/or cost of repairs to equipment including any vehicles and trailers to transport hay harvesting machinery and any equipment required to cultivate and harvest the hay crop.

8. Cause of Personal Injury

The Department shall not be responsible for causes of personal injuries of employees of the Vendor while harvesting the hay crop while on the Property.

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9. Storage of Equipment

The Vendor may store hay harvesting equipment on the Department's property only with prior permission from the NH Department of Correction's Contract Liaison.

- 9.1. The Department reserves the right to determine the storage location of hay harvesting equipment.
- 9.2. The Vendor assumes all risk and liability of damage, theft or loss of Vendor owned equipment stored on the Department's property.

10. No Partnership

It shall be understood that any Contract arising from this RFQ shall not be deemed to be, nor intended to give rise to, a partnership relationship.

11. Subcontractors

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

12. No Right to Sublease

Vendor shall not assign this Agreement or sublet the Property to any person(s) and/or sub-vendor(s) unless prior approval is obtained from the Department.

13. Insurance

Vendor shall, at its sole expense, obtain, provide, and maintain in force, and shall require any sub-vendor or assignee to obtain, provide and maintain in force, General Liability, Workers Compensation and Automobile Insurance coverage for the life of the Contract and any renewals thereof.

14. Vendor's Responsibilities

Vendor shall furnish all labor, supplies, fertilizer, seed, soil tests, fuel, equipment, repairs, transportation of equipment, removal of baled hay and debris that is necessary to perform the work under the Contract.

- 14.1. All equipment shall be in complete working condition during the operation of harvesting the hay.
- 14.2. Labor, transportation, fuel, and all other expenses required for the operation to harvest the hay crop shall be the responsibility of the Vendor.
- 14.3. Harvested hay shall not be sold or picked up on the Property by anyone other than the Vendor and/or employees of the Vendor.
- 14.4. The cut height will not be less than what will cause damage for crop regrowth.
- 14.5. All bales shall be removed from the property. All spoiled, cut or raked hay which is not baled shall be removed by the Vendor.
- 14.6. A second cut of harvesting shall be provided by the Vendor, if required.
- 14.7. Vendor shall not leave any refuse or waste on the Property. All equipment is to be removed upon completion of services unless the Vendor seeks permission from the Department to store any and all equipment on the Property with the Vendor assuming all risk and liability of damage, theft, or loss to the equipment.

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- 14.8. Vendor shall remove all hay bales from the Property by December 31st of the harvesting calendar year.
- 14.9. Vendor shall comply with all applicable federal, state, labor, and local laws, and or ordinances concerning agricultural, environmental, and best harvesting practices.

SECTION D: General Service Provisions

1. Vendor Designated Liaison

Vendor shall designate a representative to act as a liaison between the Vendor and the Department for the duration of the Contract and notify the Department's Contract Liaison of such individual.

2. Vendor Employee Information/Background Checks

Vendor (to include each employee and any approved sub-vendor employee) will be required to sign a Criminal Record Authorization Form (not included herein). Prior to entering any Property sites, all prospective personnel must receive clearance from the NH Department of Corrections. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and/or sub-vendor to the Department.

- 2.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks of all potential Vendor and/or sub-vendor's employees to determine eligibility status.
- 2.2. The NH Department of Corrections will notify the Vendor of any potential employee and/or sub-vendor's employee who does not comply with the criteria identified, below.
- 2.3. In addition, the Vendor and/or sub-vendors shall not be able to hire employees meeting the following criteria:
 - Individuals convicted of a felony;
 - Individuals with confirmed outstanding arrest warrants;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Warden and/or designee of the corresponding facility requiring services;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and/or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Individuals with a history of drug diversion;
 - Individuals who were a former State of NH employee and/or former contract employee that was dismissed for cause or resigned or retired pending investigation;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - NH Department of Corrections may not permit relatives of currently incarcerated felons to provide services without prior approval of the NH Department of Corrections.

3. NH Department of Corrections Contract Liaison Responsibilities

- 3.1. The NH Department of Correction's Director of Community Corrections, or designee, shall act as liaison between the Vendor and the NH Department of Corrections for the duration of the Contract.
- 3.2. Monitoring compliance with the terms of the Contract. Meeting with the Vendor's representative on a periodic or as-needed basis to resolve issues mutually agreeable between the parties.

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4. Cancellation of Contract

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

5. Termination of Contract

The Department reserves the right to terminate the Contract without penalty or recourse by giving the Vendor written notice of such termination at least thirty (30) days prior to the effective termination date. The Department reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Vendor thirty (30) day notice of said cancellation.

6. Administrative Rules, Policies, Regulations and Policy and Procedure Directives

Vendor shall comply with any applicable NHDOC's 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/nhdoc/business/rfp_bidding_tools.htm.

7. 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/nhdoc/business/rfp_bidding_tools.htm.

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SECTION E: Process for Submitting a Proposal

1. Proposal Submission Deadline, Labeling, Address 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 May 6, 2022, EST** as specified in the Schedule section, herein. Proposal envelopes, boxes and/or containers must be clearly marked as follows:

<p>STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS RESPONSE TO: RFQ NHDOC 22-01-GOMCOR Hay Harvesting Services</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>Overnight Delivery Service or In-Person</p> <p>State of New Hampshire NH Department of Corrections Attn: Contract Administrator, Rm 322 105 Pleasant Street Concord, NH 03301</p>

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 RFQ deadline and date.

Fax or e-mail copies shall not be accepted.

2. Submission Criteria

- 3.1. All Proposals submitted in response to this RFQ shall consist of:
- 3.1.1. One (1) original and two (2) clearly identified copies of the Proposal, including all required attachments.
- 3.1.2. One (1) clearly identified electronic copy of the Proposal in MS Word, including all required attachments contained on a thumb drive.
- 3.2. 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.
- 3.3. 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.
- 3.4. Unless waived as a non-material deviation in accordance with [SECTION E: Process for Submitting a Proposal](#) and [SECTION G: Evaluation of Proposals](#), late submissions shall not be accepted and may be returned to the proposers unopened.
- 3.5. 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.
- 3.6. 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.
- 3.7. The NH Department of Corrections accepts no responsibility for mislabeled mail or mail that is

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not delivered or undelivered for whatever reason.

- 3.8. Partial proposals shall not be accepted. All proposals shall be submitted for the full scope of services being requested within the RFQ.
- 3.9. If an unsigned proposal is received in response to the RFQ, the Proposer may be notified by the NH Department of Corrections and shall be considered “technically non-compliant”.
- 3.10. A Proposer who has failed to sign a Proposal may file a signed version of the RFQ response within three (3) business days of the day the notice is issued.
- 3.11. 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.
- 3.12. Vendors are permitted to submit one (1) Proposal in response to this RFQ.

3. Contact Information – Sole Point of Contact

The sole point of contact, the Contract Administrator, relative to the bid or bidding process for this RFQ, from the RFQ 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 RFQ with Bidders and/or any other State personnel before the proposal submission deadline. Contact regarding this RFQ 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 RFQ, including but not limited to, requests for clarifications, questions, and any changes to this RFQ or standard contract terms, shall be submitted via e-mail to the sole point of contact, identified in [SECTION E: Process for Submitting a Proposal](#), Paragraph 3, [Contact Information – Sole Point of Contact](#), above, citing the RFQ Title, RFQ Number, RFQ Section/Paragraph and RFQ page number.

- 4.1. Inquiries must be received by the NH Department of Correction’s 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](#), 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](#), 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 RFQ 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 RFQ 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 RFQ

- 5.1. If the NH Department of Corrections decides to amend or clarify any part of this RFQ, 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 RFQ at any time prior to the closing of the RFQ and/or terminate this procurement in whole or in part at any time.
- 5.3. Whereas the Department may modify the RFQ 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 RFQ 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 RFQ is forbidden unless first approved by the RFQ 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 RFQ 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 RFQ and Associated Documents

Any alternation to the text or format of this RFQ, or the text or format of any addendum or any file associated with this RFQ 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 RFQ shall require sub-contractors to meet all requirements described in this RFQ, the Proposal, any resulting Contract, and any renewal thereof. Sub-contractors shall commit to the entire contract period stated within the RFQ, 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 subcontractors identified in this RFQ and to require the Vendor to replace such sub-contractors deemed unacceptable.

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SECTION F: Content and Requirements for a Proposal

1. RFQ Presentation

- 1.1. RFQ Response shall include the following in a **sealed** envelope
 - 1.1.1. RFQ Cover Sheet
 - Organizational Name
 - RFQ Title
 - RFQ Number
 - 1.1.2. Transmittal Letter (*refer to [Appendix B – Proposal Transmittal Letter](#)*)
 - 1.1.3. Exceptions to Terms and Conditions(s) Letter (*refer to [Appendix C – Exception to Terms and Conditions](#)*)
 - 1.1.4. Non-Disclosure of Right to Know of Information Letter to State Agency (*refer to [SECTION H: Terms and Conditions Related to the RFQ Process, Paragraph 5, Public Disclosure](#)*).
 - 1.1.5. **Executive Summary** – Not to exceed **five (5)** pages; briefly summarize an overview of the organization (including any networks or sub-contractors to be involved) to include:
 - Overall experience of company;
 - Number of years in business; and
 - Relevant experience.
 - 1.1.6. **Organizational Capability** – Not to exceed **five (5)** pages; describe the overall mission and services of the organization and how it relates to the objectives of [SECTION C: Hay Harvesting Scope of Services](#) and [SECTION D: General Service Provisions](#) of this RFQ.
 - 1.1.7. **Organizational Approach** – Not to exceed **five (5)** pages; describe the organization’s approach to provide the required services as specified in [SECTION C: Hay Harvesting Scope of Services](#) and [SECTION D: General Service Provisions](#) of this RFQ.
 - 1.1.8. Completed Bid Offer Sheet (*refer to [Appendix D – Bid Offer Sheet](#)*)
 - 1.1.9. Contractor Alternate W-9 Registration (NOT INCLUDED HEREIN) (*refer to [Proposal Check Sheet](#)*).

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SECTION G: Evaluation of Proposals

1. Planned Evaluations

NH Department of Corrections plans to use the following process:

- 1.1. Initial Screening of Proposals;
- 1.2. Proposal Review;
- 1.3. Final Selection.

2. Initial Screening of Proposals

NH Department of Corrections will conduct an initial/procedural screening step to verify Proposer compliance with the submission requirements set forth in this RFQ as identified in [SECTION F: Content and Requirements for a Proposal](#). The NH Department of Corrections may waive or offer a limited opportunity to cure immaterial deviations from this RFQ requirements if it is determined to be in the best interest of the State.

3. Proposal Review

Following the Initial Screening of Proposals, Bidder's Proposal will be reviewed.

4. Final Selection

Following the Proposal Review, the Final Selection and winning bid will be determined based on the highest quoted cumulative compensated rate (Proposer's Price) based on an approximate 5-year term from the Proposer's Bid Offer Sheet.

5. Rights of the NH Department of Corrections

NH Department of Corrections reserves the right to:

- 5.1. Make independent investigations in evaluating Proposals;
- 5.2. Request additional information to clarify elements of a Proposal;
- 5.3. Waive minor or immaterial deviations from the RFQ requirements, if determined to be in the best interest of the State;
- 5.4. Add and/or omit any planned evaluation step if, in the Department's view, the step is or not needed;
- 5.5. At its sole discretion, reject any and all Proposals at any time; and
- 5.6. 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 H: Terms and Conditions Related to the RFQ Process

1. RFQ Addendum

The NH Department of Corrections reserves the right to amend this RFQ at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFQ, the Department, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

- 1.1. If the NH Department of Corrections decides to amend or clarify any part of this RFQ, a written addendum shall be provided to all Vendors published on the NHDOC's website and will services as a Public Notice: <https://www.nh.gov/nhdoc/business/rfp.html>.

2. Non-Collusion

The Proposer's signature on a Proposal submitted in response to this RFQ 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 RFQ 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 RFQ. 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 RFQ 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 RFQ, 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 quote (RFQ) 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 RFQ 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 RFQ to the contrary, Proposer

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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.

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 RFQ, this RFQ 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 RFQ; 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 RFQ 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 RFQ, 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 RFQ, or similar request for submission and every such bidder shall be disqualified from bidding on any RFQ 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 RFQ

Any challenges regarding the validity or legality of the form and procedures of this RFQ, 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 RFQ.

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SECTION I: Contract Terms and Award

1. Non-Exclusive Contract

Any resulting Contract from this RFQ 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 RFQ 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 RFQ process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire.

3. Standard Contract Terms

The NH Department of Corrections will require the successful bidders to execute a Contract using the Standard Terms and Conditions of the State of New Hampshire, which is attached as [Appendix E – Standard Terms and Conditions \(General Provisions\)](#) and additional contractual documents not referenced herein.

The Term of the Contract will be for **five (5)** years from the date of approval. The contract term may be extended by an additional term of up to **five (5)** years at the sole option of the State, subject to the parties' prior written agreement on terms and applicable fees for each extended term contingent upon satisfactory Vendor performance, continued funding and Governor and Executive Council approval.

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.

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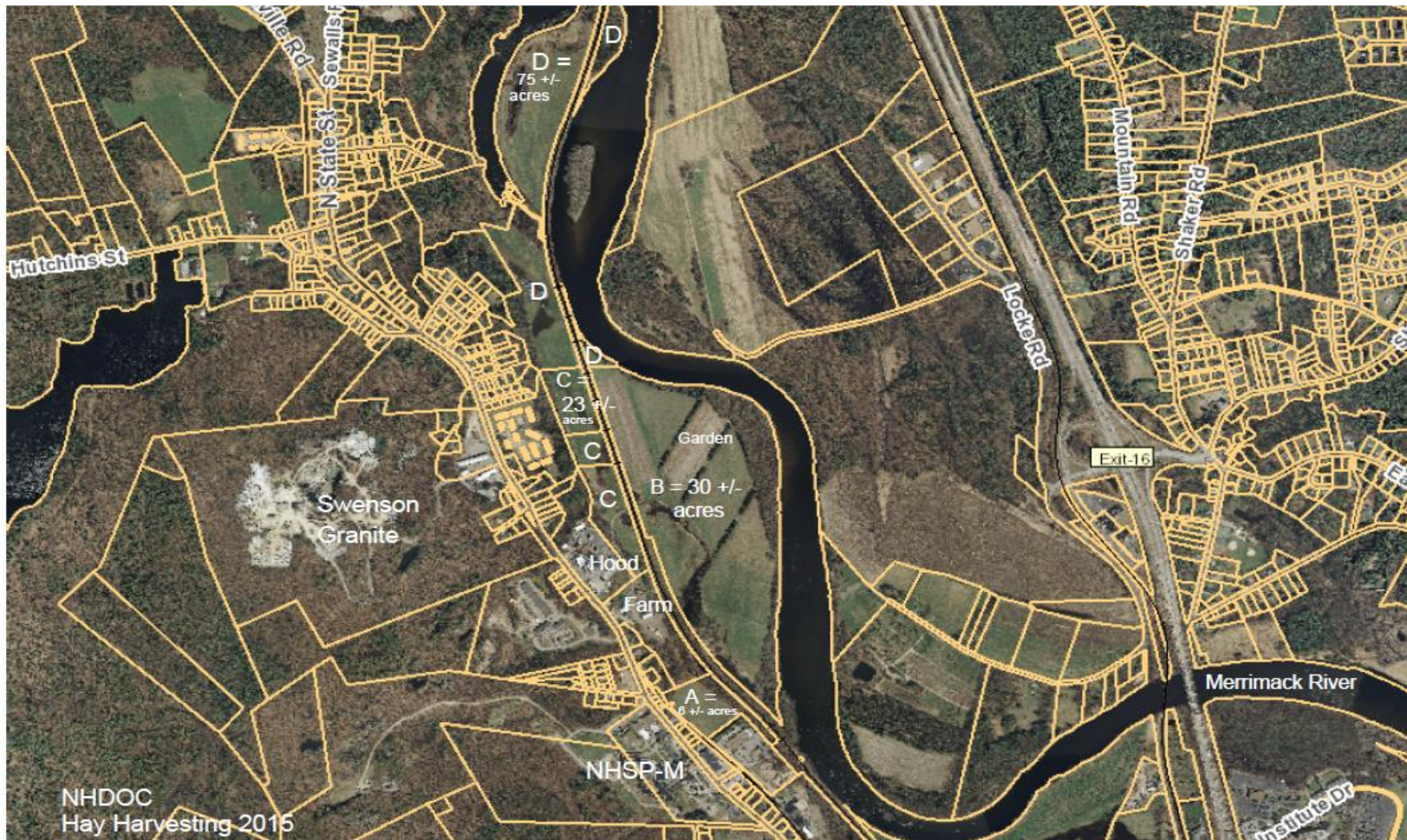
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SECTION G: Appendixes

- 1. Appendix A – NHDOC Hay Harvesting 2015 Aerial Map**
- 2. Appendix B – Proposal Transmittal Letter**
- 3. Appendix C – Exception to Terms and Conditions**
- 4. Appendix D – Bid Offer Sheet**
- 5. Appendix E – Standard Terms and Conditions**
- 6. Appendix F – Proposal Check Sheet**
- 7. Appendix G – Glossary of Terms**

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Appendix A – NHDOC Hay Harvesting 2015 Aerial Map



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Appendix B – Proposal Transmittal Letter

Proposal Due Date: May 6, 2022

[Insert name of Organization] _____
hereby offers the NHDOC Hay Harvesting Services as outlined in RFQ NHDOC 22-01-COMCOR at the price(s) quoted in the Vendor's response in complete accordance with all conditions of this RFQ and the Standard Terms and Conditions outlined in the sample SECTION A: Overview and Schedule

[Insert Name of Contract Signatory] _____
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 RFQ, and the terms and conditions including but not limited to the Standard Terms and Conditions in the sample, which shall form the basis of any Contract resulting from this RFQ.
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 22-01-COMCOR Hay Harvesting Services RFQ 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 C – Exception to Terms and Conditions

Exception to Terms and Conditions

A Vendor shall be presumed to be in agreement with the Terms and Conditions of RFQ NHDOC 22-01-COMCOR Hay Harvesting Services and the Standard Terms and Conditions outlined in the sample [FORM NUMBER P-37 \(version 12/11/2019\)](#) unless the Vendor takes specific exception to one or more of the conditions on this form. Vendors are cautioned that by taking any exception they may be materially deviating from the RFQ specifications. If a Vendor materially deviates from a RFQ specification, their Proposal may be rejected.

A material deviation is an exception to a specification, which 1) affords the Vendor taking the exception a competitive advantage over other Vendors or 2) gives the State something significantly different than the NHDOC requested.

INSTRUCTIONS: Vendors must explicitly list all exceptions to the NHDOC concerning the Terms and Conditions of RFQ NHDOC 22-01-COMCOR Hay Harvesting Services and the Standard Terms and Conditions outlined in the sample [FORM NUMBER P-37 \(version 12/11/2019\)](#). Reference the RFQ Section/Paragraph Title and number and RFQ page number and/or General Provision Title and number and page number of the Standard Terms and Conditions in the Explanation of Exception section, below, 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).*

Term & Condition Number	Explanation of Exception

By signing this form, I (Contract Signatory) acknowledge and accept, without qualification, all Terms and Conditions of RFQ NHDOC 22-01-COMCOR Hay Harvesting Services and other required documents stated in the RFQ except those clearly outlined as exceptions above.

Contract Signatory Signature and Title

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Appendix D – Bid Offer Sheet

Bid Offer Sheet

In order for a Bid to be considered as a response to the NHDOC 22-01-COMCOR Hay Harvesting Services RFQ, the Proposal Transmittal Letter, Appendix B, and the Exceptions to Terms and Conditions, Appendix C, must be executed and submitted as part of the Bidders proposal.

I, _____, of
[Contract Signatory Name and Title] - Print

[Name of Organization] - Print

hereby offer the NHDOC Hay Harvesting Services as outlined in RFQ NHDOC 22-01-COMCOR at the price(s) quoted, below, without collusion as full compensation to the NH Department of Corrections for the use of the property on an annual basis for a term effective upon Governor and Executive Council (G&C) approval through December 31, 2026.

Hay Harvesting Pricing Offer		
Period #	Term of Period	Amount
1	Upon G&C Approval – December 31, 2022	\$
2	January 1, 2023 – December 31, 2023	\$
3	January 1, 2024 – December 31, 2024	\$
4	January 1, 2025 – December 31, 2025	\$
5	January 1, 2026 – December 31, 2026	\$
Total		\$

Contract Signatory Signature and Title

Date

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Appendix E – Standard Terms and Conditions (General Provisions)

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		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
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 thirty (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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Proposal Check Sheet

Vendors shall submit one (1) original hard copy, labeled "Original", two (2) copies of the original labeled "Copy" in response to this RFQ. 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 **paper** clips to secure and separate sections of the response.

If interested in submitting a proposal to perform such services, please fully complete, execute and return the following documentation in the sequence below in a **sealed** envelope:

- RFQ Cover Sheet
 - Organizational Name
 - RFQ Title
 - RFQ Number
- Transmittal Letter (*refer to [Appendix B – Proposal Transmittal Letter](#)*)
- Exceptions to Terms and Conditions(s) Letter (*refer to [Appendix C – Exception to Terms and Conditions](#)*)
- Non-Disclosure of Right to Know of Information Letter to State Agency (*refer to [SECTION H: Terms and Conditions Related to the RFQ Process, Paragraph 5, Public Disclosure](#)*).
- Executive Summary** – Not to exceed **five (5)** pages; briefly summarize an overview of the organization (including any networks or sub-contractors to be involved) to include:
 - Overall experience of company;
 - Number of years in business; and
 - Relevant experience.
- Organizational Capability** – Not to exceed **five (5)** pages; describe the overall mission and services of the organization and how it relates to the objectives of [SECTION C: Hay Harvesting Scope of Services](#) and [SECTION D: General Service Provisions](#) of this RFQ.
- Organizational Approach** – Not to exceed **five (5)** pages; describe the organization’s approach to provide the required services as specified in [SECTION C: Hay Harvesting Scope of Services](#) and [SECTION D: General Service Provisions](#) of this RFQ.
- Completed Bid Offer Sheet (*refer to [Appendix D – Bid Offer Sheet](#)*)
- 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.

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*State of NH, Department of Corrections
Hay Harvesting Services
RFQ NHDOC 22-01-COMCOR*

Glossary of Terms

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

Term	Acronym	Description/Definition
Alternate W-9 Form	ALT W-9	
Department of Administrative Services	DAS	
Governor and Executive Council	G&C	
New Hampshire	NH	
NH Department of Corrections	NHDOC	
Policy, Procedure and Directives	PPD's	
Post Meridian	PM	
Post Office	P.O.	
Prison Rape Elimination Act	PREA	Prison Rape Elimination Act of 2003 (PREA) is the first United States federal law passed dealing with the sexual assault of prisoners .
Request for Quote	RFQ	
Revised Statutes Annotated	RSA	Forms the codified laws of the State subordinate to the New Hampshire State Constitution.
State of NH Long Form Contract	P-37	
Uniform Resource Locator	URL	
United States	U.S./US	

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