

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
CANTEEN/COMMISSARY SERVICES  
NHDOC - RFP 2024-03**

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

**REQUEST FOR PROPOSAL**



**CANTEEN/COMMISSARY SERVICES**

**RFP NH DOC-2024-03**

**ISSUE DATE: September 13, 2023**

**CLOSING DATE: October 30, 2023**

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**1. INTRODUCTION**

The State of New Hampshire, acting through the Department of Corrections (NHDOC) is releasing this Request for Proposal (RFP) to identify and select a canteen/commissary supplier to partner with NH Correctional Industries in the operation of NHDOC Canteen.

**1.1 PROJECT OVERVIEW**

NHDOC is seeking a canteen/commissary vendor to partner WITHIN the operations of the state's prison canteen system. While NHDOC will retain operational control of the canteen, the vendor will assist with a variety of operational details as outlined in this RFP.

It is expected that the selected vendor will become the state's primary supplier of inventory for resale within the canteen system. The vendor will also provide software used for ordering, order picking, inventory-tracking and management, automated replenishment, demand forecasting, etc. Vendor shall also provide equipment, licensing, project-planning and management, software licenses and modifications, network infrastructure and monitoring, database integrations, payment-processing as well as training on detailed warehouse operations and other deliverables as the vendor sees fit to include in their proposals.

The vendor will be responsible for any upfront costs incurred to implement this project. The vendor shall also pay a percentage of the gross sales of products to the NHDOC along with reimbursement for certain operational expenses as outlined in this RFP.

**1.2 CONTRACT AWARD**

The State plans to execute a contract as a result of this RFP. The contract awarded shall consist of no costs to the State of NH. If an award is made, it shall be made based upon evaluation of the submitted Proposals in accordance with the review process outlined in Section 5: *Instructions: Proposal Submission, Deadline and Location Instructions* below. The award will be based upon criteria, standards, and weighting identified in this RFP.

**1.2.1 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 Vendors 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. The Contractor shall not be responsible for any delay, act, or omission of such other Contractors, except that the Contractor shall be responsible for any delay, act, or omission of the other Contractors if such delay, act, or omission is caused by or due to the fault of the Contractor.

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

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**1.3 CONTRACT TERM**

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 Governor and Executive Council approval through December 31, 2029. The Department may extend contracted services for one (1) additional period of up to five (5) years, contingent upon satisfactory Vendor performance, Commissioner approval, continued appropriation, and G&C approval.

**1.3.1 CONTRACT NEGOTIATION AND UNSUCCESSFUL VENDOR NOTICE**

If a Vendor is selected, the State will notify the selected Vendor in writing of their selection and the State's desire to enter into contract discussions. Until the State successfully completes discussions with the selected Vendor, all submitted Proposals remain eligible for selection by the State. In the event contract discussions are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor.

In accordance with New Hampshire Statutes [Chapter 21-G:37-a](#), no information shall be available to the public, the members of the general court or its staff, notwithstanding the provisions of [RSA chapter 91-A: Access to Governmental Records and Meetings](#), concerning specific responses to this RFP, from the time the RFP is made public until the Contract is actually awarded, in order to protect the integrity of the public procurement process. This means unsuccessful Vendors shall not be notified until after the Governor and Executive Council have approved the resulting Contract. No information can be provided to non-selected Vendor until after Contracts are awarded, at which time non-selected applicants may submit a written request for more information about the reasons for not being selected and recommendations that may make future applications more effective. Such requests are not considered appeals. Once an applicant has submitted a letter, the State will attempt to accommodate such requests within a reasonable time.

**1.3.2 VENDOR ETHICS**

From the time this RFP is published until a contract is awarded, no vendor 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 select, evaluate, or award the RFP. Any vendor that violates this section shall be subject to prosecution for an offense under [RSA 640:2](#). Any vendor who has been convicted of an offense based on conduct in violation of [RSA 21-G:38](#), which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on this RFP and every such vendor shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency.

**1.4 SUBCONTRACTORS**

The Vendor shall identify all Subcontractors to be provided to deliver required Services subject to the terms and conditions of this RFP, including but not limited to, in Appendix H:

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*State of New Hampshire Terms and Conditions*, and Appendix H-25: *General Contract Requirements* herein.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

**2. LOCATIONS**

Canteen/Commissary services shall be performed at the following NH Department of Corrections locations. Distribution of commissary will be to all locations and fulfillment/processing will be done only at the NHCF-W.

<b>NH Department of Corrections Correctional Facilities</b>			
<b>X</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 for Men (NHSP-M)	281 North State Street	Concord, NH 03301
	Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)		
<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 (TWC)	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

**3. SCHEDULE OF EVENTS**

The following table provides the Schedule of Events for this RFP through Governor and Council approval and Notice to Proceed.

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
RFP released to Vendors (on or about)	September 13, 2023	On or before 2:00 p.m. EST
Vendor Inquiry Period begins (on or about)	September 20, 2023	2:00 p.m. EST
(Mandatory or Optional) Vendor Conference; location identified in Section 4.3: Vendor Conference	Not Applicable	Not Applicable
Vendor Inquiry Period ends (final inquiries due)	September 29, 2023	2:00 p.m. EST

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Final State responses to Vendor inquiries	October 16, 2023	On or before 4:30 p.m. EST
<b>Final date for Proposal submission</b>	<b>October 30, 2023</b>	<b>2:00 p.m. EST</b>
Invitations for oral presentations	Week of November 6, 2023	TBD
Vendor presentations/discussion sessions/interviews, if necessary	Week of November 20, 2023	TBD
Anticipated Governor and Council approval	December 2023	
Anticipated Notice to Proceed	January 1, 2023	

**4. SOFTWARE, REQUIREMENTS AND DELIVERABLES**

**4.1 Software**

Each Proposal must present Software that can fully support the required functionality listed in Appendix C: *System Requirements and Deliverables*.

**4.2 Requirements**

**4.2.1 Appendix B:** *Minimum Standards for Proposal Consideration*, compliance with System requirements, use of proposed **COTS or Modified COTS** Software, Vendor Implementation experience, and proposed Project Team.

**4.2.2 Appendix C:** *System Requirements and Deliverables*, for Scope of Work, Requirements and Deliverables.

**4.2.3 Appendix D:** *Topics for Mandatory Narrative Responses* for Software, Technical, Services and Project Management topics.

**4.2.4 Appendix E:** *Standards for Describing Vendor Qualifications* including Vendor Corporate Qualifications, Team Organization and Key Staff, Project Manager, and Other Key Staff Candidates' Qualifications.

**4.3 Deliverables**

The State classifies Deliverables into three (3) categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Pricing and scheduling information requirements for these Deliverables are provided in Appendix F: *Pricing Worksheets*. A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Appendix C: *System Requirements and Deliverables*. Appendix D: *Topics for Mandatory Narrative Responses* solicits responses, which will expound on the Vendors' understanding of the Implementation process, the manner of Service delivery and experience with similar projects related to the Software, technical Services, and Project Management topics.

**5. INSTRUCTIONS: Proposal Submission, Deadline, and Location Instructions**

**5.1 Sealed** Proposals submitted in response to this RFP must be received by the NH Department of Corrections, no later than **2:00 PM on October 30, 2023, EST** as specified in the Schedule of Events section, herein. Proposal envelopes, boxes and/or containers must be clearly marked as follows:

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<b>STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS RESPONSE TO: RFP NHDOC 2024-03 Canteen/Commissary Services</b>
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**5.2 ADDRESSING PROPOSAL(S): PROPOSALS MAY BE SUBMITTED VIA E:MAIL TO: [DOC.BIDS.CONTRACTS@DOC.NH.GOV](mailto:DOC.BIDS.CONTRACTS@DOC.NH.GOV); OVERNIGHT/MAIL DELIVERY SERVICE OR IN-PERSON WITH PROPOSALS ADDRESSED AS SUCH: **ELECTRONIC SUBMISSION IS PREFERRED.****

<b>Overnight Delivery Service or In-Person</b>
State of New Hampshire NH Department of Corrections Attn: Loretta Razin, Rm 322 64 South State Street Concord, NH 03301

The Main Building at 64 South State 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.

**5.3 Late submissions shall not be accepted and will remain unopened.** Delivery of the Proposals shall be at the Vendors' expense. The time of receipt shall be considered when a Proposal has been officially documented by the Department of Corrections, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any damage that may occur due to shipping shall be the Vendor's responsibility.

Vendors are permitted to submit one proposal(s) in response to this RFP.

The State reserves the right to reject any and all Proposals and 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 Secretary to do so.

All Proposals submitted in response to this RFP must consist of:

- a. One (1) electronic copy of the Proposal in MS Word, including all required attachments EMAILED OR contained on a thumb drive.

**OR**

- b. One (1) original of the Proposal, including all required attachments,
- c. One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 4.18.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."



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The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

- d. NHDOC 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 of the proposal if deemed in the best interest of the State.
- e. Proposers who are ineligible to bid on proposals, bids or quotes issued by the NH Department of Administrative Services (DAS), 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.
- f. Unless waived as a non-material deviation in accordance with and Section 6 *Proposal Evaluation Process*, Late submissions shall not be accepted and may be returned to the proposers unopened.
- g. 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.
- h. 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 Specialist or designee.
- i. NHDOC accepts no responsibility for mislabeled mail or mail that is not delivered or undelivered for whatever reason.
- j. Partial proposals shall not be accepted. All proposals shall be submitted for the full scope of services being requested within the RFP.
- k. If an unsigned proposal is received in response to the RFP, the Proposer may be notified by NHDOC and shall be considered "technically non-compliant".
- l. 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.
- m. NHDOC shall not consider a Proposal which remains unsigned on the fourth (4) business day after issuing notification of the unsigned Proposal.
- n. Vendors are permitted to submit one (1) Proposal in response to this RFP.

**5.4 Proposal Inquiries**

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:

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NH Department of Corrections  
Loretta Razin  
Contract Administrator  
P.O. Box 1806  
Concord, NH 03302  
Tel: (603) 271-7602  
[doc.bids\\_contracts@doc.nh.gov](mailto:doc.bids_contracts@doc.nh.gov)  
and  
Loretta.M.Razin@doc.nh.gov

Other personnel are not authorized to discuss this RFP with Vendors 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 Vendors regardless of the source.

- 5.4.1 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 5: *Instructions: Proposal Submission, Deadline and Location Instructions* Paragraph 5.4. Contact Information – Sole Point of Contact, above, citing the RFP Title, RFP Number, RFP Section/Paragraph and RFP page number.
- 5.4.2 Inquiries must be received by NHDOC RFP Point of Contact, above, no later than the conclusion of the Vendor (Proposer) Written Inquiry Period as specified in Section 3: *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.
- 5.4.3 Inquiries received shall be addressed only if they are deemed by NHDOC to be critical to the bid process. NHDOC 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.
- 5.4.4 NHDOC 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.
- 5.4.5 NHDOC may consolidate and/or paraphrase questions for sufficiency and clarity.
- 5.4.6 NHDOC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate.
- 5.4.7 Oral/verbal statements, representations, agreements, instructions, clarifications, or modifications concerning the RFP shall not be binding upon the NH Department of Corrections.
- 5.4.8 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.

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**5.5 Vendor Conference: Not Applicable**

**5.6 Alteration of RFP**

The original RFP document is on file with the State of New Hampshire, Department of Corrections. Vendors are provided an electronic version of the RFP. Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a Proposal being rejected.

**5.7 RFP Addendum(s) or withdrawal of RFP**

- 5.4.1 If NHDOC 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.
- 5.4.2 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.
- 5.4.3 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 NHDOC website prior to the Proposal Due Date list in the Schedule of Events (Timetable), herein.

**5.8 Non-Collusion**

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Services quoted have been established without collusion with other Vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.

**5.9 Restriction of contact with agency employees**

From the date 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 NHDOC regarding the RFP is forbidden unless first approved by the RFP Point(s) of Contact listed in the Proposal Inquiries section, herein.

5.6.1 NH Department of Corrections' 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.

5.6.1 Proposers may be disqualified for violating this restriction on communications

**5.10 Validity of Proposal**

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 2: *Schedule of Events*, or until the Effective Date of any resulting Contract.

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**5.11 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 Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

**5.12 Confidentiality of a Proposal**

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

**5.13 Public Disclosure**

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

Any information submitted as part of a response to this Request for Proposal (RFP) may be subject to public disclosure under [RSA chapter 91-A: Access to Governmental Records and Meetings](#). In addition, in accordance with [RSA chapter 21-G:37: Financial Information Regarding Requests for Bids and Proposals](#), 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/>). Accordingly, 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 chapter 91-A:5, IV: Exemptions](#). If you believe any information being submitted in response to a 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 should mark/stamp the materials as such. 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, Vendor pricing will be subject to disclosure upon approval of the Contract by Governor and Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting Contract, as determined by the State, including but not limited to, [RSA chapter 91-A: Access to Governmental Records and Meetings](#) (Right to Know Law). The State 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 State to view portions of a Proposal that the Vendor has properly and clearly marked confidential, the State will notify the Vendor of the request and of the date and the State plans to release the records. A designation by the Vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Vendors agree that unless the Vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Vendors.

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**5.14 Security**

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its Information Technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

**5.15 Non-Commitment**

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

**5.16 Proposal Preparation Cost**

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

**5.17 Oral Presentations/Interviews and Discussion**

The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the IT consultants proposed to implement the [COTS](#) application. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Systems as part of their presentations.

**5.18 Required Contract Terms and Conditions**

By submitting a Proposal, the Vendor agrees that the State of New Hampshire terms and conditions, contained in Appendix H: *State of New Hampshire Terms and Conditions* herein, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State's terms and conditions and any portion of the Vendor's Proposal, the State's terms and conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

**5.19 Proposal Format**

Proposals should follow the following format:

- The Proposal should be provided in a three-ring binder.
- The Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- The Proposal should use Times New Roman font with a size no smaller than eleven (11).
- Each page of the Proposal should include a page number and the number of total pages and identification of the Vendor in the page footer.
- Tabs should separate each section of the Proposal.

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Exceptions for paper and font sizes are permissible for: graphical exhibits, which may be printed on white paper with dimensions of 11 by 17 inches; and material in appendices.

### **5.20 Proposal Organization**

Proposals should adhere to the following outline and should not include items not identified in the outline.

- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I:** Executive Summary
- **Section II:** Glossary of Terms and Abbreviations
- **Section III:** Responses to Requirements and Deliverables
- **Section IV:** Narrative Responses
- **Section V:** Corporate Qualifications
- **Section VI:** Qualifications of key Vendor staff
- **Section VII:** Cost Proposal
- **Section VIII:** Copy of the RFP and any signed Addendum(s)
- **Section IX:** Appendix

### **5.21 PROPOSAL CONTENT**

#### **5.21.1 Cover Page**

The first page of the Vendor's Proposal should be a cover page containing the following text:

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The cover page should also include the Vendor's name, contact person, contact telephone number, address, city, State, zip code, fax number, and email address.

#### **5.21.2 Transmittal Form Letter**

The Vendor must submit signed Transmittal Form Letter with their response using the Transmittal Form Letter Template provided herewith. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes may result in a Proposal being rejected.

#### **5.21.3 TABLE OF CONTENTS**

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.17: *Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

#### **5.21.4 Section I: Executive Summary**

The executive summary, which must not exceed five (5) pages, must identify how the Vendor satisfies the minimum standards for consideration, which are described in Appendix B:

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*Minimum Standards for Proposal Consideration*, to this Request for Proposals. The executive summary will also provide an overview of the Vendor's proposed Solution and Services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

**5.21.5 Section II: Glossary of Terms and Abbreviations**

The Vendor must provide a glossary of all terms, acronyms, and abbreviations used in its Proposal.

**5.21.6 Section III: Responses to System Requirements and Deliverables**

System requirements are provided in Appendix C: *System Requirements and Deliverables*.

Using the response tables in Appendix C: *System Requirements and Deliverables*, the Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

**5.21.7 Section IV: Narrative Responses**

Section IV solicits narrative responses describing the Software, Technical, Services and Project Management topics defined for this RFP Project. Appendix D: *Topics for Mandatory Narrative Responses* is organized into sections, which correspond to the different aspects of the scoring process of the Proposal. Discussion of each topic must begin on a new page.

**5.21.8 Section V: Corporate Qualifications**

Section V should provide Corporate Qualifications of all firms proposed to participate in the Project. Specific information to be provided is described in Appendix E: *Standards for Describing Vendor Qualifications* - Section E-1: *Required Information on Corporate Qualifications*.

**5.21.9 Section VI: Qualifications of key Vendor staff**

This Proposal section must be used to provide required information on key Vendor staff. Specific information to be provided is described in Appendix E: *Standards for Describing Vendor Qualifications* - Sections: E-2: *Team Organization and Designation of Key Vendor Staff*; E-3: *Candidates for Project Manager*; and E-4: *Candidates for Key Vendor Staff Roles*.

**5.21.10 Section VII: REIMBURSEMENT PROPOSAL**

The Reimbursements Proposal must describe the proposed reimbursement to the State from product sales.

*NOTE: Section VII Reimbursement Proposal, must become public information and as such shall not be made confidential or proprietary. Proposals submitted with all or part of the Section VII labeled confidential or proprietary shall not be considered response and shall not be accepted.*

**5.21.11 Section VIII: Copy of RFP and any signed Addendum (a)**

**NOTE: REQUIRED IN ORIGINAL PROPOSAL ONLY.**

**5.21.12 SECTION IX: APPENDIX-** This section provided for extra materials as referenced in Appendix D: *Topics for Mandatory Narrative Responses* such as

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Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan) and Status Meetings and Reports.

**5.22 OVERVIEW:**

- 5.22.1. 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 Vendors' risk and may, at the discretion of the NH Department of Corrections, result in disqualification.
- 5.22.2. Proposal must conform to all instructions, conditions, and requirements included in the RFP.
- 5.22.3. Partial Proposals shall not be accepted. All Proposals shall be submitted for the full scope of services being requested within the RFP.
- 5.22.4. Proposals should be received by the deadline set forth in the Schedule of Events (Timetable) SECTION A; OVERVIEW AND SCHEDULE.
- 5.22.5. Vendors shall submit a Technical Proposal and Standard Terms and Conditions Proposal and other supporting documents as outlined in the RFP.

**5.23 RFP PRESENTATION RESPONSE:**

- 5.23.1. RFP Response shall consist of a **sealed** Technical Proposal and a **sealed** Standard Terms and Conditions Proposal.
- 5.23.2. Presentation of **sealed** Technical Proposal
  - 5.23.2.1. Technical Proposal Cover Sheet, labeled:
    - “Technical Proposal”;
    - Name of Organization;
    - RFP Title and Number, Date of Submission; and
    - Marked as “Original”.
  - 5.23.2.2. Table of Contents
  - 5.23.2.3. Transmittal Letter, SECTION I: APPENDIXES, (Appendix A),
  - 5.23.2.4. Exceptions to Terms and Condition(s) Letter, SECTION I: APPENDIXES, (Appendix B),
  - 5.23.2.5. Non-Disclosure of Right to Know of Information Letter to State Agency, SECTION G: TERMS AND CONDISTIONS RELATED TO THE RFP PROCESS, (Paragraph 5. Public Disclosure, herein).
  - 5.23.2.6. **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.
  - 5.23.2.7. **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



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- Demonstrated correctional experience.
- 5.23.2.8. **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
  - Organizational Chart (Staffing Pattern).
- 5.23.2.9. **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). NHDOC 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.
- 5.23.2.10. **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 of Owner’s Capital and Balance Sheets or federal income tax returns

- 5.23.2.11. **References** – Minimum of **three (3) references, unlimited pages** of qualitative references consisting of a list of current/former clients providing similar 2024-03 Canteen-Commissary Services services. The Vendor shall grant NHDOC 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.
- 5.23.2.12. **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.
- 5.23.2.13. **Licenses/Certifications** (if applicable - redact personal information).
- 5.23.2.14. Presentation of **sealed** Standard Terms and Conditions Proposal.

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- 5.23.3. 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”.
- 5.23.3.1. General Provisions, FORM NUMBER P-37 (version 2/23/2023);
- 5.23.3.2. SPECIAL PROVISIONS, EXHIBIT A
- 5.23.3.3. SCOPE OF SERVICES, EXHIBIT B;
- 5.23.3.4. ESTIMATED BUDGET/METHOD OF PAYMENT, EXHIBIT C and
- Estimated Budget (Cost Proposal)
  - Method of Payment
- 5.23.3.5. Certificate of Good Standing (COGS) *(see Proposal Check Sheet)*
- 5.23.3.6. Certificate of Authority/Vote (COA/COV) *(see Proposal Check Sheet)*
- 5.23.3.7. Certificate of Insurance (COI) *(see Proposal Check Sheet)*
- 5.23.3.8. Administrative Rules, Rules of Conduct and Confidentiality of Information Form *(see Proposal Check Sheet)*
- 5.23.3.9. Health Insurance Portability and Accountability Act (HIPAA) Form *(see Proposal Check Sheet)*
- 5.23.3.10. PREA Acknowledgement Form *(see Proposal Check Sheet)*
- 5.23.3.11. Criminal Justice Information Services (CJIS) Security Policy *(see Proposal Check Sheet)*
- 5.23.3.12. Mission Statement *(see Proposal Check Sheet for instructions)*
- 5.23.3.13. List of Board of Directors/Trustees and Business Address and Telephone Numbers *(see Proposal Check Sheet for instructions)*
- 5.23.3.14. List of Key Personnel and Annual Salaries *(see Proposal Check Sheet for instructions)*
- 5.23.3.15. Contractor Alternate W-9 Registration *(see Proposal Check Sheet)*
- 5.23.3.16. PROPOSAL CHECKSHEET
- 5.23.3.17. GLOSSERY OF TERMS

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**SECTION 6: PROPOSAL EVALUATION PROCESS**

**6.1 Scoring Proposals**

Each Proposal will be evaluated and considered with regard to the Solution and Services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and cost.

If the State, determines to make an award, the State will issue an intent to award notice to a Vendor based on these evaluations. Should the State be unable to reach agreement with the selected Vendor during Contract discussions, the State may then undertake Contract discussions with the second preferred Vendor and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all Proposals are rejected.

The State will use a scoring scale of **1000** points, which shall be applied to the Solution as a whole. Points will be distributed among the following factors:

- 300 points – **Proposed Software Solution;**
- 200 points – **Vendor’s Non-Software Solution**
- 100 points – **Vendor Company;**
- 400 points – **Reimbursement Proposal**
- 1000 points – **Total Possible Score.**

**6.2 Rights of the State in Evaluating Proposals**

The State reserves the right to:

- Consider any source of information including but not limited to: State employees, Internet research and rating agencies, in evaluating Proposals;
- Omit any planned evaluation step if, in the State’s view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open Contract discussions with the second highest scoring Vendor, if the State is unable to reach an agreement on Contract terms with the highest scoring Vendor.

**6.3 Planned Evaluations**

The State plans to use the following process:

- Initial screening;
- Preliminary scoring of the Proposals;
- If applicable: Oral interviews and product demonstrations; and
- Final evaluation of Proposals.

**6.3.1 Initial Screening**

The State will conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the conditions defined in Appendix B: *Minimum Standards for Proposal Consideration*. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

**6.3.2 Preliminary Scoring of Proposals**

The State will establish an evaluation team to initially score Proposals and conduct reference checks.

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**6.3.3 Oral Interviews and Product Demonstrations**

Preliminary scores from the initial evaluation of the Proposals may be used to select Vendors to invite to oral interviews and product demonstrations.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations.

For each invited Vendor, the oral interview and product demonstrations will be for up to four (4) hours in length. A highly structured agenda will be used for oral interviews and product demonstrations to ensure standard coverage of each invited Vendor. Information gained from oral interviews and product demonstrations will be used to refine scores assigned from the initial review of the Proposals.

**6.3.4 Best and Final Offer**

The State may, at its sole option, either accept a Vendor's initial Proposal by award of a Contract or enter into discussions with Vendors whose Proposals are deemed best qualified to be considered for an award. After discussions are concluded a Vendor may be allowed to submit a "Best and Final Offer" for consideration.

**6.3.5 Final Evaluation**

The State will conduct final evaluations as a culmination of the entire process of reviewing Vendor Proposals and information gathering. Reference and background checks will be made for finalist or finalists as appropriate. After making a preliminary determination of award, the State reserves the right to conduct site visits to a Vendor location and/or government site(s) that utilizes the Vendor Software.

**6.4 Scoring Detail**

The State will select a Vendor based upon the criteria and standards contained in this RFP.

**6.4.1 Scoring of the Proposed Software Solution**

The Vendor's Proposed Software Solution will be allocated a maximum score of **(300)** points. The main purpose of this section is to measure how well the Solution meets the business needs of the Agency. The contribution of scoring team members representing all stakeholders will be critical in this section.

**Factors include but are not limited to:**

**Software Architecture** – Is the system web-based? How well does the software meet the agency's needs? How well does it communicate with the Department's Offender Management System? How well does it integrate with the Department's Kiosk/Tablet system for resident services? Does the system maintain daily log files? Can those log files be shared with DOC? Can the software be optimized for use on a 7-inch tablet? The software architecture proposed must create maximum efficiency for staffing and for residents in the processing of requests, payments and bi-directional information across multiple platforms: Offender Management System, Tablet/Kiosk system and any future identified area of data transfer needs.

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**Application** – Can changes be made to the application to accommodate Department operations? Will the application allow for batch processing? Does the application allow for researching and reconciling transactions? Can the application control purchasing restrictions based on housing unit and leveling within the housing unit (e.g., restrictive housing units with leveling within the unit based on multi-layers of privileging)?

**Features** – How well does the system perform inventory tracking? How well does the system determine demand? Does the system perform automated replenishment? How well does the system allow for zone picking? Does the system allow bar code scanning for picking? Does the system have the ability to view past orders?

**User Friendliness/Usability and Efficiency** – How easy is the system to learn? How user friendly is it? How easy is it to enter orders? Is there a planned vocational element that allows for a rehabilitative program for residents in the implementation of the commissary system and processing?

**Criteria for these scores will be found in but are not limited to:**

- **Proposal Section III: *Responses to Requirements and Deliverables***
- **Attachment C-2: *Requirements***
- **Proposal Section IV: *Narrative Responses***
- **Vendor Presentation and Demonstration**

**6.4.2 Scoring of Vendor Non-Software, Service, and Project Management Proposal**

Vendor proposed Services will be allocated a maximum score of (200) points.

**Factors include but are not limited to:**

**Proposal Implementation** – How will the proposal be implemented? How long will the implementation take? What resources will be provided for the implementation phase? How will training be conducted for staff and clients?

**Project Management Competence** – What experience does the vendor have in project management? What experience does vendor staff assigned to project management have?

**Ongoing Operations** – How will post implementation services be provided? How will post implementation operations be performed? How will support be provided for software issues? For non-software issues?

**Criteria for these scores will be found in but are not limited to:**

- **Proposal Section III: *Responses to Requirements and Deliverables***
- **Proposal Section IV: *Narrative Responses***
- **Attachment C-2: *Requirements***
- **Proposed Work Plan**
- **References**

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**6.4.3 Scoring of Vendor Company**

Vendor Company qualifications will be allocated a maximum score of **(100)**. It must be established that the Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period & the maintenance period.

- **Factors include but are not limited to:**
- **How long in business** – Does the vendor have a solid track record of similar projects?
- **References** – Does the company have solid references for similar projects?
- **Litigation** – Has the company been involved in any litigation?
- **Financial Strength** – Is the company financially stable?
- **Criteria for these scores will be found in but are not limited to:**
  - **Proposal Section V: *Corporate Qualifications***
  - **Vendor Presentations**
  - **References**
  - **Financial Information**

**6.4.4 SCORING THE REIMBURSEMENT PROPOSAL**

Regarding implementation, the Vendor shall be responsible for all costs incurred or required to fully implement this project. Those costs may include, but are not limited to, software development, networking and infrastructure, equipment transportation and materials, etc.

Vendor proposed Reimbursements to the Agency will be allocated a maximum score of **(400)** points. The reimbursement information required in a Proposal is intended to provide a sound basis for comparing proposals. Vendors are to provide a flat percentage of total sales as a reimbursement to the NH Correctional Industries. For reference purposes, canteen/commissary sales have been approximately \$2.5 million over the past two (2) years.

In addition to a flat percentage vendors shall provide reimbursement for specific expenses related to the ongoing operations of the canteen/commissary (i.e., staff wages, benefits & etc.). These expenses may include, staff wages, resident wages, etc.

NHDOC is looking for additional building improvement/additional services that potential vendor may offer (i.e. dock, vehicle sweeper or other).

NHDOC would like prospective vendors to describe any other services/ideas they could provide to the State which would improve the efficiency of the operation (i.e. vending machine or other).

These additional improvements or services are optional and will not impact any award. If prospective vendors have some service/ideas, please provide detail information below on the service/idea describing what the service/idea is and what is the benefit to NHDOC. A prospective vendor can provide more than one service/idea if they want. NHDOC has the final decision to pursue any service/idea a prospective vendor chooses to submit.

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**APPENDIX A: BACKGROUND INFORMATION**

**A-1 DEPARTMENT OF CORRECTIONS**

The Department of Corrections (NHDOC) is responsible, amongst other things, the efficient operation of a canteen/commissary that provides those under the custody of the department the opportunity to purchase items for personal use. These items typically include hygiene items, small personal property items and food products.

It is the policy of the NHDOC to reduce recidivism by providing safe, secure, humane supervision and evidence-based rehabilitation to enhance public safety in New Hampshire.

Project Overview/Justification: The Department of Corrections and New Hampshire Correctional Industries are seeking to improve our Canteen/Commissary operations.

**Goals and Objectives for Canteen/Commissary Services:**

- Automate parts of the canteen process.
- Increase unique access opportunities for commissary purchasing.
- Develop training and vocational skill building opportunities for resident workers.
- Ensure reasonable rates for products based on market analysis to ensure efficacy in the treatment of those incarcerated.

**A-2 Department of Information Technology and Technology Status**

The Project will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT). DoIT coordinates the statewide Information Technology activities.

**A-2.1 TECHNICAL ARCHITECTURE**

Components of the State's technical architecture include:

- **State Network Environment:** The State of New Hampshire operates a Metropolitan-Area-Network (MAN) in the City of Concord, NH using a combination of leased and owned fiber optic cable. State of New Hampshire locations outside of the Concord, NH main facility are connected via multiple wide-area networks using various technologies including Carrier Ethernet Services, Microwave Wireless and VPN Tunnels over the Internet. State Agency Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). State agencies connect to the State's central core network location in Concord to facilitate access to e-mail, the Internet, and the State's financial applications. Direct support is provided for twenty-one partner agencies; other State agencies support their own networks, out-source the support, or use the resources of another agency.
- **Internet Access:** The State of New Hampshire has purchased thru ARIN its own External IP Address Range and Autonomous System Number. The State advertises its External IP Space and Autonomous System Number to two different Internet Service Providers so as to provide failover in the event of a single ISP network failure.

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- The State uses VMWare for Windows server virtualization and virtual hosts are deployed at two separate State campus sites. VMWare provides a highly scalable and high availability environment for the State's many Agencies. If a virtual host fails, VMWare automatically fails over all of the virtual servers on that host to another host. The EMC Networker product is used to manage backups for this environment utilizing Data Domain as the disk-to-disk repository.
- For the State's Oracle enterprise systems, an Oracle/Linux Solution (OVM) is used for the virtual environment. Similar to the windows environment, this Solution provides a highly scalable and high availability environment and also utilizes the EMC Networker and Data Domain backup Solution. Data Domain is also employed to meet the backup requirements within OVM.

**A-2.2 Future Systems Environment**

Future design and development efforts should conform to the emerging environment as defined by current information technology initiatives, the New Hampshire Statewide Strategic Information Technology Plan, and the State's e-Government Architecture Plan. This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-payment, content search), where possible.

**A-3 Related Documents Required**

Vendors are **NOT** required to submit these certificates with their Proposal. Vendors will be required to be a registered company in New Hampshire. The certificates will be requested from the selected Vendor prior to Contract approval.

- a. Certificate of Good Standing (Appendix G-3–Item A) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: <http://sos.nh.gov/formslaws.aspx>
- b. Certificate of Vote/Authority (Appendix G-3-Item B)
- c. Certificate of Insurance compliant with Appendix H: *State of New Hampshire Terms and Conditions*.

**A-4 State Project Team**

State high-level staffing for the Project will include:

- Project Sponsor;
- State Project Manager;
- State IT Manager;
- Business Process Owners; and
- User Acceptance Testing Team.

**A-4.1 Project Sponsor**

The Project Sponsor, Nicholas Duffy, Director of Rehabilitative Services or designee will be responsible for securing financing and resources, addressing issues brought to his attention by the State Project Manager, and assisting the State Project Manager in promoting the



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Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

**A-4.2 State Project Manager**

The State Project Manager, Debra Shepard, Administrator III of Correctional Industries for the NH Department of Corrections, will be responsible for working with the staff, State IT Manager, and the Vendor to ensure appropriate execution of the contract. The State Project Manager will be primary point of contact for the Vendor and business user and will interact with the Vendor to address question or concerns encountered by users as they arise.

Primary Responsibilities include:

- Leading the Project;
- Promoting the Project statewide;
- Developing Project strategy and approach;
- Engaging and managing the Vendor;
- Managing significant issues and risks; and
- Managing stakeholders' concerns.

**A-4.3 State IT Manager**

The State IT Manager, John Villani, IT Manager IV, will serve as the liaison between the contractor, the project team and Department of Information Technology teams and resources as required.

**A-4.4 Business Process Owners**

The State's Business Process Owners: Richard Banks, Sup III, will serve as subject matter experts and will be heavily involved throughout all aspects of the implementation.

Primary responsibilities include:

- Participate in gap analysis work sessions;
- Serve as subject matter experts in regard to the current system and existing business processes;
- Help define "to be" business processes;
- Active involvement in testing activities; and
- Serve as liaisons between business operational departments and the Vendor's project team.

**A-4.5 User Acceptance Testing (UAT) Team**

The State's User Acceptance Team will be comprised of the Business Process Owners.

Primary responsibilities include:

- Assisting in the development of appropriate UAT testing scripts;
- Completing assigned UAT testing scripts;
- Retesting fixes to "defects" made by the Vendor;
- Assisting with data clean-up prior to conversion; and

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- Serving as a liaison between the business operational departments sharing the results and progress of UAT testing activities.

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**APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

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**APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

**B-1 Submission requirements**

- The Proposal is date and time stamped before the deadline as defined in Section 2: *Schedule of Events*. The Vendor has sent the proper number of copies with the original version of the Proposal marked “ORIGINAL” and the copies marked “COPY” as defined in Section 4.1: *Proposal Submission, Deadline, and Location Instructions*.
- The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception.
- The proposed escrow agreement shall be submitted with the Vendor’s Proposal for Review by the State.

**B-2 Compliance with System Requirements**

System requirements and Deliverables are listed in Appendix C: *System Requirements and Deliverables* in this RFP. The proposed Vendor’s Solution must be able to satisfy all mandatory requirements listed.

**B-3 Current Use of Vendor Proposed Software – Current Implemented Sites of Vendor proposed Software**

Components that constitute the Vendor’s proposed Software suite must be fully implemented and Operational in at least one government entity comparable in size and complexity to the State of New Hampshire within the last five (5) years. The specific Vendor proposed Software version and functionality must be described.

**B-4 Proposed Project Team**

The proposed Project Team must include individuals with substantial experience in:

- Each of the disciplines relating to his or her stated project role.
- Implementing a system that meets the requirements outlined in Appendix C.
- The discipline of effective Project Management.
- Operational support of government entities comparable in size and complexity.
- Successful system roll-out.
- Effective use of defect tracking tools that allow for reporting on test results.

For the purpose of evaluating compliance with this requirement, the Vendor team is permitted to include Subcontractors.

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**APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES**

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**APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES**

**C-1 SCOPE OF WORK**

NH Correctional Facility for Women in Concord operates as a pick and package center, packages orders for all the NH Correctional Facilities for distribution to four sites (Men's Prison, SPU, TWC and Northern Correctional Facility). with trucking and distribution to all DOC facilities.

NHDOC is seeking a vendor to provide software and services to the department acting as a partner with NHDOC Industries. The specific mandatory and optional software and services are outlined below and include but are not limited to: software used for inventory-tracking and management, replenishment, demand forecasting, equipment, licensing, project-planning and management, software licenses and modifications, network infrastructure and monitoring, database integrations, payment-processing as well as training on detailed warehouse operations and other deliverables. Once operational it is expected that the vendor will provide inventory and ongoing operational support.

The vendor shall provide a software package capable of inputting client orders (approximately 80,000 annual orders or \$2,500,000.00 Net Sales) with restrictions based on housing. This software shall also provide all features needed to operate a warehouse pick and package operation including order tracking, order fulfillment, inventory tracking, forecasting etc. The software shall be able to exchange file information with the NHDOC's Offender Management System (CORIS). The software application should be web based and compatible with handheld tablet devices. Coris supports SFTP exchanges. Files can be different types such as CSV, xlsx, fixed format, etc.

The vendor shall also provide all inventories available for sale through the canteen/commissary. The vendor shall use suppliers of products whenever appropriate for cost savings and deliverable requirements. The vendor will also provide software and non-software support to Department of Correction's staff operating the canteen/commissary.

The Department will provide space for all operations, a resident workforce and at least three Full-Time staff members that will supervise and manage operations. The picking and packaging of all orders are to remain within the facilities of NHDOC and may not be outsourced in any way. The vendor will provide delivery truck, distribution racks/shelving, computers, printers/copier/MFD and all supplies needed.

NHDOC through NH Correctional Industries shall maintain complete operational control of the canteen/commissary, package programs and any other programs included in any proposal.

The Vendor shall perform all services within the United States and may not be subcontracted outside the United States. In addition, the Vendor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.

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**APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES**

**C-2 REQUIREMENTS**

Vendors shall complete the requirements checklist (Table C-2 General Requirements Vendor Response Checklist). Table C-2 is included as an attachment to RFP 2024-03.

**C-3 DELIVERABLES**

Vendors shall complete the response checklist Table C-3 Deliverables Vendor Response Checklist.

**Table C-3 Deliverables Vendor Response Checklist**

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting	Non-Software	
2	Project Status Reports	Written	
3	Work Plan	Written	
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	
5	Systems Interface Plan and Design/Capability	Written	
6	Testing Plan	Written	
7	Deployment Plan	Written	
8	Comprehensive Training Plan and Curriculum	Written	
9	Documentation of Operational Procedures	Written	
<b>INSTALLATION</b>			
10	Provide any required infrastructure (networking, hardware, et.)	Non-Software	
11	Provide Software Licenses if needed	Written	
12	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	
<b>TESTING</b>			
13	Conduct Integration Testing	Non-Software	
14	Conduct User Acceptance Testing	Non-Software	
15	Perform Production Tests	Non-Software	
16	Test In-Bound and Out-Bound Interfaces	Software	
<b>SYSTEM DEPLOYMENT</b>			
17	Provide Tools for Backup and Recovery of all Applications and Data	Software	
18	Conduct Training	Non-Software	

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**APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES**

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19	Cutover to New Software	Non-Software	
20	Provide Documentation	Written	
<b>OPERATIONS</b>			
21	Supply Initial Product Inventory	Non-Software	
22	Ongoing Hosting Support	Non-Software	
23	Ongoing Support & Maintenance	Software	
24	Conduct Project Exit Meeting	Non-Software	

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**APPENDIX D: TOPICS FOR MANDATORY AND NARRATIVE RESPONSES**

**APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES**

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Solution for Canteen/Commissary Services. Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

This section provides a series of topics related to the proposed Software Solution described in RFP.

Topic	Page Limit
<b>D-1 Proposed Software Solution</b>	
Topic 1 – Description of Solution/Proposal	10
Topic 2 – Software Architecture	7
Topic 3 – Software Releases	5
Topic 4 – User Friendliness and Usability	10
Topic 5 – IT Standards	2
Topic 6 – Data Import/Export Standards	3
<b>D-2 Technical, Services and Project Management Experience</b>	
<i>D-2.1 Security and Protection of Data</i>	
Topic 7 – System Security	10
Topic 8 – Backup and Recovery	2
Topic 9 – Assurance of Business Continuity	3
Topic 10 - Security Testing	5
<i>D-2.2 State Personnel and Training</i>	
Topic 11 - User Training Approach	3
Topic 12 – Preparation of State Staff	3
<i>D-2.3 Project Execution</i>	
Topic 13 – Implementation Approach	10
Topic 14 – Testing	6
Topic 15 – Environment Setup	2
<i>D-2.4 Project Management Competence</i>	
Topic 16 - System Acceptance Criteria	6
Topic 17 - Status Meetings and Reports	3
Topic 18 - Risk and Issue Management	3
Topic 19 - Scope Control	2
Topic 20 - Quality Assurance Approach	6
Topic 21 - Work Plan	No Limit
<i>D-2.5 Ongoing Operations</i>	
Topic 22 - Hosted System	5
Topic 23– Support and Maintenance	2

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**D-1 PROPOSED SOFTWARE SOLUTION/PROPOSAL**

**TOPIC 1 – DESCRIPTION OF SOLUTION/PROPOSAL**

*Response Page Limit: 10*

**The State will evaluate whether the proposed Solution includes the required features.**

Provide a detailed description of your proposed Total Solution, including software and non-software components.

- Provide a comprehensive overview of your proposal both technically and operationally.
- Is your service/software used for a similar functionality at another State agency? If so, provide a description of the system and environment.
- In what ways does your proposed Solution adhere to the business and technical requirements?
- In what ways does your proposed solution improve our current Canteen/Commissary system capabilities?
- In what ways does your proposed solution provide enhanced ease of users?
- How does your system handle the financial elements of canteen operations including payments and reconciliation?

Provide a table with references to pages in the appendix that describe functionality addressed for all appropriate topics for narrative responses.

**TOPIC 2 – SOFTWARE ARCHITECTURE**

*Response Page Limit: 7*

**The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.**

Provide a description of the technical architecture of the proposed Solution.

- What are the benefits of your proposed platform?
- Is the proposed Software based upon a 3-tiered, browser-based architecture?
- Does any part of the proposed Solution require Software (other than a browser) to be installed on the client workstation? If yes, describe Software that must be installed, and the access authorization level required to install it.
- What add-on or third-party Software is required to support the functionality desired by the State?
- What programming languages are used for development, configuration, and customization of the proposed Solution?
- What components of the Software, such as middleware, are proprietary?
- Is our solution dependent on open-source software?
- What is the growth potential of the proposed System?
- What is the timeframe for technical obsolescence of the proposed Software? (For the purpose of this question, the version of the proposed Software would be considered obsolete when support is no longer available.)
- When was the core Software written?
- Is the software compatible with tablet devices?



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**TOPIC 3 – SOFTWARE RELEASES**

*Response Page Limit: 5*

**The State will evaluate the degree to which the Software appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.**

Discuss the following aspects of anticipated future releases of the proposed Software. Coverage should include but not be limited to the following:

- What types (maintenance, enhancement, other) of releases are planned?
- What is the historical (past 3 years) and expected frequency of each type of new release?
- What is the version of the current release?
- How is the content of future releases determined?
- How is the content of a release communicated to the client?
- Do government clients have input through a users' group or some other mechanism?
- Provide an average timeframe for reported Defects to be identified, corrected and incorporated into the next release.
- Are enhancements made for specific clients included in future releases?
- What specific enhancements are planned for release within the next 24 months?
- Can components of a release be applied individually or by module without adversely affecting the overall functionality of the System?
- How long is a release supported?
- How are Defects prioritized?

**TOPIC 4 – USER FRIENDLINESS AND USABILITY**

*Response Page Limit: 10*

**The State values Software that is compatible with its intended user's ability to use it easily and successfully.**

- To what extent is the Software intuitive based on the likelihood that the user has experienced other applications with similar graphic user interfaces.
- How efficient is the Software in terms of the number of operations required to perform basic tasks.
- How does the Vendor's proposed training process support the application.
- How much time is required to make new users fully functional and able to input into the system?
- Explain any function driven capabilities that exist in the proposed application.

**TOPIC 5 – IT STANDARDS**

*Response Page Limit: 2*

**The State will evaluate the degree to which IT standards used in the Vendor provided product are compliant with other State Systems, or utilize existing State standards.**

The proposed Solution must comply with Open Standards and Open Data Formats as mandated by [RSA chapter 21-R: Open Standards \(HB418 2012\)](#).

- Describe the degree to which your solution complies with information technology standards mentioned on the State of NH web site: <http://www.nh.gov/doi/vendor>

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- Is the proposed application considered Open-Source Software?
- Does it comply with Open Standards, including but not limited to Open Data Formats?
- Describe the degree to which the proposed Solution meets the requirements of [RSA chapter 21-R:10, 21-R:11, 21-R:13](#).
- Identify what industry standards are incorporated into the Solution.
- Identify whether standards employed are national in origin or are unique to the proposed Software.

**TOPIC 6 – DATA IMPORT/EXPORT STANDARDS**

*Response Page Limit: 3*

**The State will evaluate the ease of interfacing with our current Data import and export layouts for Data exchange.**

The State anticipates that the DOC’s Offender Management System, CORIS, and the Resident Services Tablet/Kiosk System will need to interface with the Solution. Describe the mechanisms and tools included in the proposed System to implement these interfaces. Be sure to address the following aspects of this topic:

- What types of interfaces are possible with the proposed System (e.g., online, batch, etc.)?
- Does the Solution have the ability to send and receive fixed length, fixed position ASCII files?
- What Data is available to other systems? What Data may be imported/updated from other systems?
- What data (if any) isn’t available for import/export?
- What tools are provided with the System for the development of interfaces?
- What scheduling tools are required for initiation of interfaces? Are these tools included with the proposed Software?
- Are there any constraints upon the timing of batch interfaces?
- Does the System employ standard definitions or file layouts for interfaces? If so, include a sample in an appendix.
- What standard interface formats are used with the proposed Software? What degree of flexibility is available?

**D-2 TECHNICAL, SERVICES AND PROJECT MANAGEMENT EXPERIENCE**

**D-2.1 SECURITY AND PROTECTION OF DATA**

**TOPIC 7 – SYSTEM SECURITY**

*Response Page limit: 10*

**The State will evaluate the degree to which System issues can be avoided.**

Software Systems must be reliable, regardless of how they are delivered. The State’s workers and citizens expect government Services and information to be reliable and available on an ongoing basis to ensure business continuity.

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its Information Technology resources, information, and Services. State resources, information, and Services must be available on an ongoing basis, with the

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appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

Describe the System security design and architectural features incorporated into the proposed Software. At a minimum, discuss the following:

- The identification and authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.
- The authorization methods used to ensure that users and client applications can only access Data and services for which they have been properly authorized.
- The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.
- The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
- The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.
- The Intrusion Detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
- The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
- The System maintenance methods used to ensure that System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.
- The testing methods conducted to load, and stress test your Software to determine its ability to withstand Denial of Service (DoS) attacks.
- Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
- The ability of your Software to be installed in a “locked-down” fashion so as to turn off unnecessary features (user accounts, operating System services, etc.) thereby reducing the Software’s security vulnerabilities and attack surfaces available to System hackers and attackers.
- The notification and escalation process in the event of an intrusion.

Describe the System assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:

- What process or methodology is employed within the proposed Software to ensure Data integrity?
- To what degree does your approach rely on System assurance capabilities of the relational database management system (RDMS)?
- If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?

**TOPIC 8 – BACKUP AND RECOVERY**

*Response Page Limit: 2*

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**APPENDIX D: TOPICS FOR MANDATORY AND NARRATIVE RESPONSES**

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**The State will evaluate the degree to which proposed backup and recovery processes protect mission-critical Data, ease of use of these processes, and impact of these processes on operation of the System.**

The State seeks a sound backup and recovery provision as part of the Solution. Describe the tools used for backup and recovery of applications and Data. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:

- Use of and method for logging and journaling;
- Single points of failure and recommended approaches for their elimination;
- Approach to redundancy;
- Please enumerate your high-level methodology for creation of a Disaster Recovery Plan; and
- Impact of Software license fees.

The State believes that additional Software license fees solely related to redundancy for backup and recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

**TOPIC 9 – ASSURANCE OF BUSINESS CONTINUITY**

*Response Page Limit: 3*

**The State will evaluate the degree to which the proposed plan to assure business continuity mitigates risk to the State, and its potential for Implementation (cost effective and easy to implement).**

- The State intends to consider provision for assurance of business continuity as an optional component of the Solution. Please provide a plan for business continuity if a disaster occurs at the data center that is hosting the proposed Solution. This is an optional requirement and will be included or excluded depending on any additional cost associated with the plan.
- The State believes that additional Software license fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
- Please enumerate your high-level methodology for creation of a Business Continuity Plan.

**TOPIC 10 – SECURITY TESTING**

*Response Page Limit: 5*

**The State will evaluate the Vendor’s approach to security testing.**

- Describe the testing tools and methodologies used for testing the security of the Software application and hosting environment.
- How can you ensure the security and confidentiality of the State Data collected on the system?
- What security validation Documentation will be shared with the State?
- Do you use internal or external resources to conduct security testing?

**D-2.2 STATE PERSONNEL AND TRAINING**

**TOPIC 11 – USER TRAINING APPROACH**

*Response Page Limit: 3*

**The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.**

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The State understands the importance of training for a successful Software Implementation. The State seeks a detailed discussion of training alternatives in addition to a recommended training approach.

- Describe the process for an assessment of needs; identifying casual, power, and specialty users; developing a curriculum for each audience; and conducting, evaluating, and refining training courses.
- Questions to address include, but are not limited to, the following:
  - What type of training (instructor led vs. computer based) will be used for each purpose and why?
  - What methods will be employed to evaluate training activities?
  - How will training be coordinated with other user support activities?
  - Will manuals be adequate to enable trained users to research answers to their own questions?
  - If the perception is that they are not adequate, can those manuals be quickly revised?
  - How will the State be prepared to conduct ongoing training after Implementation is completed?
  - Are training manuals on-line and maintained as part of a maintenance agreement?

**TOPIC 12 - PREPARATION OF STATE STAFF**

*Response Page Limit: 3*

**The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately.**

- Describe how State staff assigned to the Project Team will be prepared to contribute.
- Provide an overview of Project Team interactions and dependencies between functions.

**D-2.3 PROJECT EXECUTION**

**TOPIC 13 – IMPLEMENTATION APPROACH**

*Response Page Limit: 10*

**The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach.**

Provide one or more feasible Implementation plans. For each plan provided:

- Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
- Discuss cost implications of the plan, including implications on maintenance fees; and
- Address the level of risk associated with the plan.
- If your proposed approach does not leverage the six-stage model described by the State, please describe why you felt it was important to propose a different model, and elaborate on the benefits to the State in leveraging your proposed approach.
- What are the highlights (key selling points) of your proposed approach?
- What makes your proposed implementation approach unique in consideration of your competitors?
- To assist the State in evaluation of the Implementation Plan or plans discussed, identify the Implementation Plan used as a basis for the cost Proposal.

**TOPIC 14 – TESTING**

*Response Page Limit: 10 – Appendix Required*

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**The State will evaluate the quality of support the Vendor will supply to assist State testing staff and the effectiveness of the proposed Defect tracking and resolution process. The ability of the State Project leadership to participate in analysis, classification, and establishment of priorities for suspected Defects will also be evaluated.**

State staff will conduct Acceptance Testing, but support from the selected Vendor is required; refer to Appendix G-2: *Testing*. To define the type of support that will be provided, address the following questions:

- Describe your testing methodology and include a proposed test plan.
- Will configured Software be delivered in functional components for State Acceptance Testing?
- How much time should the State allow to complete User Acceptance Testing of a component?
- What test management and test driver tools will be employed in quality assurance testing prior to delivery of code to the State? Will these tools be available to the State for use in Acceptance Testing?
- What support will be provided to prepare State staff during Acceptance Testing? How will on-site support for the State testing team be provided?
- How will members of the testing team be prepared to test the configured Software?
- What Documentation of configured Software will be available to the testing team?
- Based on experience in similar Projects, how many and what types of Defects are likely to be encountered in Acceptance Testing? (Include metrics from other Projects to support this response.)
- How much time is available for comprehensive testing and correction of Defects prior to Implementation? Based on metrics from similar Projects, is it sufficient? (Provide information from other Projects to support this response.)
- If frequency exceeds the expected level, what corrective actions will be instituted?
- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- How quickly will Software Defects be corrected?
- What specific Software tools will be used to isolate performance problems?
- What tools will be used to document and track status of suspected Defects?
- Will these tools be available to the State after the Project is completed?
- What role will the State play in classification and prioritization of Defects?
- Will System performance be measured and documented using the State's infrastructure and Data? If yes, how?

Testing Prior to UAT:

- The State has a specific approach it generally requires for testing. Please read Appendix G2 (Testing Requirements) for this approach. Please describe your typical testing methodology and how challenging you feel it may be to adopt the State's standard.
- Utilize the first five pages of this topic to describe the approach you have proposed to test. Be sure to cover:
  - Installation and Environment Testing
  - Unit Testing
  - System Testing
  - Regression Testing
  - Performance Tuning and Stress Testing

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- Data Conversion Testing and Data Validation
- Security Review/Testing

Support of UAT:

On the second five pages for this topic, please respond to the following inquiries related to UAT:

- During UAT, State staff will complete test scripts developed by the Vendor. The vendor will coordinate and oversee UAT activities including tracking test completion, test results, and coordinating state resources to attend. Refer to Appendix G-2: Testing and Acceptance. To define the type of support that will be provided, address the following questions:
  - Describe your UAT methodology.
  - Will configured Software be delivered in functional components for State Acceptance Testing?
  - How much time should the State allow to complete User Acceptance Testing of a component?
- What support will be provided to prepare State staff prior to and during UAT?
- How will on-site support for the State testing team be provided during UAT?
- How will members of the State's testing team be prepared by the Vendor to test the configured Software during UAT?
- What Documentation of configured Software will be available to the testing team during UAT?
- Based on experience in similar Projects, how many and what types of Defects are likely to be encountered during UAT? (Include metrics from other Projects to support this response.)
- Describe the defect tracking process and the software that will be used to track defect resolutions. How will these tools be available to the State throughout the project?
- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects during UAT?
- What role (if any) will the State play in classification and prioritization of Defects during UAT?
- During UAT will System performance be measured and documented using the State's infrastructure and data? If yes, how?
- Provide a sample User Acceptance Test Plan from a completed Project as an appendix.

**TOPIC 15 – ENVIRONMENT SETUP**

*Response Page Limit: 2*

**The State will evaluate whether proposed environments are sufficient to satisfy Project needs, including phased Implementation.**

- Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the Implementation of the hosted Solution, including all necessary training.
- The State believes that additional Software License fees solely related to establishing environments for normal development lifecycle would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
- Discuss how the proposed environments support the Implementation of the hosted Solution, including all necessary training.

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**D2.4 PROJECT MANAGEMENT COMPETENCE**

**TOPIC 16 – SYSTEM ACCEPTANCE CRITERIA**

*Response Page Limit: 6*

**The State will evaluate whether proposed Acceptance criteria will assure the State that the new System is functioning effectively before being turned over for State for User Acceptance Testing.**

- Propose measurable criteria for State final Acceptance of the System.
- Discuss how the proposed criteria serve the interest of the State.

**TOPIC 17 – STATUS MEETINGS AND REPORTS**

*Response Page Limit: 3 – Appendix Required*

**The State will evaluate the degree to which Project reporting will serve the needs of State Project leaders.**

The State believes that effective communication and reporting are essential to Project success. At a minimum, the State expects the following:

- **Introductory Meeting:** Participants will include Vendor Key Project Staff and State Project leaders from both the **Department of Corrections** and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- **Kickoff Meeting:** Participants will include the State and Vendor Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- **Status Meetings:** Participants will include, at a minimum, Vendor Project Manager and the State Project Manager. These meetings, which will be conducted at least biweekly, will address overall Project status and any additional topics needed to remain on Schedule and within budget. A status and error report from the Vendor will serve as the basis for discussion.
- **The Work Plan:** must be Reviewed at each Status Meeting and updated, at minimum, on a biweekly basis, in accordance with the Contract.
- **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- **Exit Meeting:** Participants will include Project leaders from the Vendor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects the Vendor to prepare agendas for and minutes of meetings. Meeting will include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be a Vendor responsibility.

Vendor shall submit status reports in accordance with the Schedule and terms of the Contract. All status reports shall be prepared in formats approved by the State. The Vendor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Vendor shall produce Project status reports, which shall contain, at a minimum, the following:

- Project Status as it relates to Work Plan
- Deliverable status
- Accomplishments during weeks being reported



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- Planned activities for the upcoming two (2) week period
- Future activities
- Issues and Concerns requiring resolution
- Report and remedies in case of falling behind Schedule

Be sure to cover the following:

- Timing, duration, recommended participants and agenda for the kickoff meeting;
- Frequency and standard agenda items for status meetings;
- Availability for special meetings; and
- Agenda for the exit meeting.

As an appendix, provide an example of status reports prepared for another Project. Names of the Project and of any individuals involved may be removed.

As reasonably requested by the State, Vendor shall provide the State with information or reports regarding the Project. Vendor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State. NHDOC reserves the right to request addition ad hoc reports on an as-needed basis. Vendor shall work with NHDOC to determine the reporting structure and content.

**TOPIC 18 – RISK AND ISSUE MANAGEMENT**

*Response Page Limit: 3*

**The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in risk and issue management.**

- Provide proposed methodologies for risk and issue management. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor.

**TOPIC 19 – SCOPE CONTROL**

*Response Page Limit: 2*

**The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.**

- Suggest an approach for scope control. Describe how the approach has been employed effectively on another Project.
- Demonstrate your firm’s ability to manage scope creep by discussing tools and methodologies, as well as past Project experiences.

**TOPIC 20– QUALITY ASSURANCE APPROACH**

*Response Page Limit: 6*

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**The State will evaluate the degree to which proposed procedures will ensure that Deliverables require limited modification when submitted for approval.**

The State has identified three categories of Deliverables:

- Written Deliverables, such as a training plan;
- Software Deliverables, such a configured Software module; and
- Non-Software Deliverables, such as conduct of a training course.

Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration. Discussion should include but not be limited to:

- Provision for State input to the general content of a Written Deliverable prior to production;
- The standard for Vendor internal Review of a Written Deliverable prior to formal submission; and
- Testing of Software Deliverables prior to submission for Acceptance Testing.

**TOPIC 21 - WORK PLAN**

*Response Page Limit: None*

**The State will evaluate whether the Vendor’s preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment Schedule. The Work Plan shall also address resource allocations (both State and Vendor team members). This narrative should reflect current Project Management “best practices” and be consistent with narratives on other topics. The Software to be used to support the ongoing management of the Project should also be described in the Work Plan.**

The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.

- Provide a preliminary Work Plan depicting task, task dependencies, Schedule, milestones, Deliverables, and payment Schedule. Include the deliverables outlined in Appendix C (System Requirements and Deliverables) and include other deliverables that you, based on past experience, would recommend be developed on this project.
- Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
- Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
  - All assumptions upon which the Work Plan is based;
  - Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
  - Assignments of members of the Vendor’s team identified by role to specific tasks; and
  - Critical success factors for the Project.
- Discuss how this Work Plan will be used and State access to Plan details including resource allocation.
- Discuss frequency for updating the Plan, at a minimum weekly and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

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**D2.5 ONGOING OPERATIONS**

**TOPIC 22 – HOSTED SYSTEM**

*Response Page limit: 5*

Describe the hosting plan including hardware and software platforms, software utilities, telecommunications resources, security measures and business continuity plans. Include a description of servers, computers, software, programming capability and other equipment and technical resources which will be used to design, develop, implement and maintain the application.

- Provide the type and speed of the connection;
- Information on redundancy;
- Disaster recovery;
- Security;
- Interim staffing for peak help desk demand periods and transition to a permanent arrangement;
- Development of a help desk knowledge base; and
- Metrics based on help desk inquiries.

**TOPIC 23 – SUPPORT AND MAINTENANCE**

*Response Page Limit: 2*

**The State will evaluate whether the Vendor’s proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including Scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current “best practices” for these tasks.**

- For how many of your clients do you provide typical software maintenance and support in operational years and what percent of your clients does this represent?
- For how many of your clients do you provide support and maintenance of the operational environment on behalf of the State and what percent of your clients does this represent?
- What do you find to be the optimal amount of support?
- Describe how general support and maintenance skills are transferred to State technical support personnel for knowledge sharing.
- Describe how are support and maintenance issues are tracked detailing methodology and if any additional software is required.
- Describe process for maintenance of the general knowledge base.
- Describe any particular procedures required to handle escalation and emergency calls.
- Detail the plan for preventive maintenance and for upgrade installations.
- Detail the types and frequency of support tasks required.

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**APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

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**APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

Vendor qualifications are important factors in selecting Software and accompanying Implementation and on-going support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- Corporate qualifications of each Vendor proposed to participate in the Project;
- Proposed team organization and designation of key staff;
- Individual qualifications of candidates for the role of Project Manager; and
- Individual qualifications of candidates for other key staff roles.

This Appendix identifies specific information that must be submitted.

**E-1 Required Information on Corporate Qualifications**

Information is required on all Vendors who will participate in the Project. Vendors submitting a Proposal must identify any Subcontractor(s) to be used.

**E-1.1 Vendor and Subcontractors**

The Vendor submitting a Proposal to this Project must provide the following information:

**E-1.1.1 CORPORATE OVERVIEW (2 PAGE LIMIT)**

Identify the proposed role of the firm on the Project. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of Project Implementation and experience in New Hampshire.

**E-1.1.2 FINANCIAL STRENGTH**

**PROVIDE AT LEAST ONE OF THE FOLLOWING:**

- The current Dunn & Bradstreet report on the firm; or
- The firm's two most recent audited financial statements; and the firm's most recent un-audited, quarterly financial statement; or The firm's most recent income tax return. For example, either a copy of the IRS Form 1065, U.S. Return of Partnership Income or Schedule E (IRS Form 1040) Supplemental Income and Loss (for partnerships and S corporations) OR IRS Form 1120, U.S. Corporation Income Return. These forms are typically submitted when a Vendor does not have audited financial statements.

**E-1.1.3 LITIGATION**

Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

**E-1.1.4 PRIOR PROJECT DESCRIPTIONS (3 LIMITED TO 3 PAGES EACH)**

Provide descriptions of no more than **three (3)** similar projects completed in the last **five (5)** years. Each Project description should include:

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1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
2. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
3. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
4. Names and project roles of individuals on the proposed team for the New Hampshire Project that participated in the project described.

**E-1.1.5 SUBCONTRACTOR INFORMATION**

Vendors must provide information on any Subcontractors proposed to work on this Project. Required information shall include but not be limited to:

1. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project;
2. A high-level description of the Subcontractor's organization and staff size;
3. Discussion of the Subcontractor's experience with this type of Project;
4. Resumes of key personnel proposed to work on the Project; and
5. Two references from companies or organizations where they performed similar services (if requested by the State).

**E-2 Team Organization and Designation of Key Vendor staff**

Provide resumes of key personnel proposed to work on the Project and an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:

Contract Manager  
Project Manager  
IT Specialists  
Ongoing Support Staff

A single team member may be identified to fulfill the experience requirement in multiple areas.

**E-2.1 State Staff Resource Worksheet**

Append a completed State Staff Resource Worksheet to indicate resources expected of the organization. Expected resources must not exceed those outlined in Appendix A: *Background Information* - Section A-4.2: *State Project Manager*. The required format follows.

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**Table E-2: Proposed State Staff Resource Hours Worksheet**

State Role	Initiation	Configuration	Implementation	Close Out	Total
Project Manager					
Position 1					
Position 2					
Position 3					
Position 4					
Position 5					
<b>State Total</b>					

**E-3 Candidates for Project Manager**

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.

For the Project Manager candidate, provide a resume not to exceed **five (5)** pages in length addressing the following:

- The candidate’s educational background;
- An overview of the candidate’s work history;
- The candidate’s project experience, including project type, project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the candidate’s performance on past projects.

**E-4 Candidates for Key Vendor Staff Roles**

Provide a resume not to exceed **two (2)** pages for each key Vendor staff position on the Project Team. Each resume should address the following:

- The individual’s educational background;
- An overview of the individual’s work history;
- The individual’s project experience, including project type, project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the individual’s performance on past projects.

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APPENDIX F: PRICING WORKSHEETS**

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**APPENDIX F: FINANCIAL PROPOSAL**

The Vendor shall be responsible for all costs incurred or required to fully implement this project. Those costs may include, but are not limited to, software development, networking and infrastructure, equipment, transportation and materials, etc.

**F-1 REIMBURSEMENTS**

The Vendor must include reimbursement to the State from the proceeds of the sales of products through the canteen/commissary and any associated package programs or other provided services that are covered under this proposal. Reimbursement must be provided as a flat percentage of total sales. In addition, vendors may propose specific reimbursements, by expense type (i.e., Rent, Staff, Trucking, Salaries and other reimbursements etc.).

For reference the total canteen sales for the past three years have averaged approximately \$2.6 million. This includes all sales through the canteen/commissary and all package/property programs currently operated by the DOC. This does not include any pass-through items such as stamps.

The Vendor's Financial Proposal must allow the State to determine an estimated average annual total reimbursement based on past sales figures. The State realizes that past sales are not a guarantee of future sales when conducting financial calculations.

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APPENDIX G-1: SECURITY**

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**APPENDIX G-1 SECURITY**

**G-1 APPLICATION SECURITY**

IT Security involves all functions pertaining to the securing of State Data and systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation. This shall include but is not limited to:

- Develop Software applications based on industry best practices and incorporating information security throughout the Software development life cycle;
- Perform a Code Review prior to release of the application to the State to move it into production. The Code Review may be done in a manner mutually agreeable to the selected Vendor and the State. Copies of the final, remediated results shall be provided to the State for Review and audit purposes;
- Follow Change Control Procedures (CCP) relative to release of code;
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top Twenty-Five (25) or CERT Secure Coding; and
- Make available to the for review and audit purposes all Software development processes and require training for application developers on secure coding techniques.

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**APPENDIX G-2 TESTING REQUIREMENTS**

All testing and Acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, Data and System preparation for testing, and execution of Unit Testing, System integration testing, conversion/migration testing, installation testing, performance, and stress testing, Security Review and testing, and support of the State during user Acceptance Testing (UAT).

**G-2.1 Test Planning and Preparation**

The overall Test Plan will guide all testing. The Vendor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

It is crucial that client training and testing activities not be abbreviated in order to meet Project Implementation Schedules. Therefore, the State requires that the testing activities be represented both in terms of effort and duration.

Vendors must disclose in their Proposals the scheduling assumptions used in regard to the Client resource efforts during testing.

State testing will commence upon the Vendor Project Manager's Certification, in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

The State will commence its testing within five (5) business days of receiving Certification from the Vendor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Vendor's development environment. The Vendor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

**G-2.2 Testing**

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.

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<b>Unit Testing</b>	<p>Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment.</p> <p>The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.</p>
<b>System Integration Testing</b>	<ul style="list-style-type: none"> <li><b>a.</b> Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment.</li> <li><b>b.</b> Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms Data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.</li> <li><b>c.</b> The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Vendor supplied Software Solution.</li> </ul>
<b>Conversion /Migration Validation Testing</b>	<p>The Conversion/Migration Validation Testing should replicate the entire flow of the converted Data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy Data performs correctly.</p>

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<b>I</b>	<p>Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.</p>
<b>User Acceptance Testing (UAT)</b>	<p>The User Acceptance Test (UAT) is a Verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.</p> <ul style="list-style-type: none"> <li><b>a.</b> The Vendor’s Project Manager must certify in writing, that the Vendor’s own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.</li> <li><b>b.</b> The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test Data, and expected results, as well as written Certification of the Vendor’s having completed the prerequisite tests, prior to the State staff involvement in any testing activities.</li> <li><b>c.</b> UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan</li> </ul> <p>Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Appendix H: <i>State of New Hampshire Terms and Conditions</i> - Section H-25.11.1: <i>Warranty Period</i>.</p>
<b>Performance Tuning and Stress Testing</b>	<p>Vendor shall develop and document hardware and Software configuration and tuning of System infrastructure as well as assist and direct the State’s System Administrators and Database Administrators in configuring and tuning the infrastructure to support the Software throughout the Project</p> <p><b>Performance Tuning and Stress Testing</b> <b>Scope:</b> The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the</p>

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applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.

Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

Vendor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts, which accurately reflect business load and coordinating reporting of results.

**Test Types:** Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests

**Baseline Tests:** Baseline tests shall collect performance Data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually, each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

**Load Tests:** Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load tests helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

**Tuning:** Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

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For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

**Implementing Performance and Stress Test:** Performance and Stress test Tools must be provided by the Vendor for this effort. Consideration must be given to licensing with respect to continued use for Regression Testing. If the Vendor is familiar with open-source low/no cost tools for this purpose those tools should be identified in your response.

**Scheduling Performance and Stress Testing:** Vendor shall perform test planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Vendor shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and Data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be Reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or Data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure to eliminate the public network from our environment.

Post-test reporting and result assessment will be Scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If Defects are identified in the application during testing, they will be recorded; however, changes to the application code should be avoided if possible, so as not to

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	<p>affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.</p> <p>When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.</p> <p>During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.</p> <p>During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e., A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases, the tester will determine the capacity of the system under a known set of conditions.</p>
<p><b>Regression Testing</b></p>	<p>As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failures in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.</p> <p>Regression Testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.</p> <ul style="list-style-type: none"> <li>a. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.</li> <li>b. The Vendor shall notify the State no later than five (5) business days from the Vendor’s receipt of written notice of the test failure when the Vendor expects the corrections to be completed and ready for retesting by the State. The Vendor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.</li> <li>c. When a programming change is made in response to a problem identified during user testing, a Regression Test Plan should be developed by the Vendor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives: <ul style="list-style-type: none"> <li>1. Validate that the change/update has been properly incorporated into the program; and</li> <li>2. Validate that there has been no unintended change to the other portions of the program.</li> </ul> </li> <li>d. The Vendor will be expected to: <ul style="list-style-type: none"> <li>1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;</li> <li>2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and</li> <li>3. Manage the entire cyclic process.</li> </ul> </li> <li>e. The Vendor will be expected to execute the Regression Test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.</li> </ul>

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	<p>In designing and conducting such Regression Testing, the Vendor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the Regression Tests. In other words, the Vendor will be expected to design and conduct Regression Tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.</p> <p>In their Proposals Vendors must acknowledge their responsibilities for regression testing as described in this section.</p>																						
<p><b>Security Review and Testing</b></p>	<p>IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation.</p> <p>All components of the Software shall be Reviewed and tested to ensure they protect the State’s hardware and Software and its related Data assets.</p> <table border="1" data-bbox="560 829 1469 1543"> <thead> <tr> <th data-bbox="560 829 873 861"><b>Service Component</b></th> <th data-bbox="873 829 1469 861"><b>Defines the set of capabilities that:</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="560 861 873 955">Identification and Authentication</td> <td data-bbox="873 861 1469 955">Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.</td> </tr> <tr> <td data-bbox="560 955 873 1018">Access Control</td> <td data-bbox="873 955 1469 1018">Supports the management of permissions for logging onto a computer or network.</td> </tr> <tr> <td data-bbox="560 1018 873 1050">Encryption</td> <td data-bbox="873 1018 1469 1050">Supports the encoding of Data for security purposes</td> </tr> <tr> <td data-bbox="560 1050 873 1102">Intrusion Detection</td> <td data-bbox="873 1050 1469 1102">Supports the detection of illegal entrance into a computer system.</td> </tr> <tr> <td data-bbox="560 1102 873 1165">Verification</td> <td data-bbox="873 1102 1469 1165">Supports the confirmation of authority to enter a computer system, application or network.</td> </tr> <tr> <td data-bbox="560 1165 873 1197">Digital Signature</td> <td data-bbox="873 1165 1469 1197">Guarantees the unaltered state of a file.</td> </tr> <tr> <td data-bbox="560 1197 873 1291">User Management</td> <td data-bbox="873 1197 1469 1291">Supports the administration of computer, application and network accounts within an organization.</td> </tr> <tr> <td data-bbox="560 1291 873 1354">Role/Privilege Management</td> <td data-bbox="873 1291 1469 1354">Supports the granting of abilities to users or groups of users of a computer, application or network.</td> </tr> <tr> <td data-bbox="560 1354 873 1417">Audit Trail Capture and Analysis</td> <td data-bbox="873 1354 1469 1417">Supports the identification and monitoring of activities within an application or system.</td> </tr> <tr> <td data-bbox="560 1417 873 1543">Input Validation</td> <td data-bbox="873 1417 1469 1543">Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.</td> </tr> </tbody> </table> <p>In their Proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3<sup>rd</sup> party Penetration Tests (pen test) or code analysis and review.</p> <p>Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for Review and</p>	<b>Service Component</b>	<b>Defines the set of capabilities that:</b>	Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	Access Control	Supports the management of permissions for logging onto a computer or network.	Encryption	Supports the encoding of Data for security purposes	Intrusion Detection	Supports the detection of illegal entrance into a computer system.	Verification	Supports the confirmation of authority to enter a computer system, application or network.	Digital Signature	Guarantees the unaltered state of a file.	User Management	Supports the administration of computer, application and network accounts within an organization.	Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.	Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.	Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.
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	Acceptance. All Software and hardware shall be free of malicious code (malware).
<b>Penetration Testing</b>	<p><b>a.</b> Implement a methodology for penetration testing that includes the following:</p> <ol style="list-style-type: none"> <li><b>1.</b> Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115);</li> <li><b>2.</b> Includes coverage for the entire CDE perimeter and critical systems;</li> <li><b>3.</b> Includes testing from both inside and outside the network;</li> <li><b>4.</b> Includes testing to validate any segmentation and scope-reduction controls;</li> <li><b>5.</b> Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in <a href="#">PCI DSS Compliance: Requirement 6.5</a>;</li> <li><b>6.</b> Defines network-layer penetration tests to include components that support network functions as well as Operating Systems;</li> <li><b>7.</b> Includes Review and consideration of threats and vulnerabilities experienced in the last 12 months; and</li> <li><b>8.</b> Specifies retention of penetration testing results and remediation activities results.</li> </ol> <p><b>b.</b> Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).</p> <p><b>c.</b> Perform internal penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade a sub-network added to the environment, or a web server added to the environment).</p> <p><b>d.</b> Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections</p> <p><b>e.</b> If segmentation is used to isolate the CDE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are Operational and effective, and isolate all out-of-scope systems from in-scope systems.</p>



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**APPENDIX G-3: CERTIFICATES**

**A. Certificate of Good Standing**

As a condition of Contract award, the Vendor, if required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 2023, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State  
State House Annex  
25 Capitol Street  
Concord, New Hampshire 03301  
603-271-3244

If your company is registered, a Certification thereof may be obtained from the Secretary of State using the following link: <http://sos.nh.gov/formslaws.aspx>.

**B. Certificate of Authority/Vote**

The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an Agreement or amendment with the State of New Hampshire. This ensures that the person signing the Agreement is authorized as of the date he or she is signing it to enter into Agreements for that organization with the State of New Hampshire

The officer's signature must be either notarized or include a corporate seal that confirms the title of the person authorized to sign the Agreement. The date the Board officer signs must be on or after the date the amendment is signed. The date the notary signs must match the date the Board officer signs.

You may use your own format for the Certificate of Authority/Vote as long as it contains the necessary language to authorize the Agreement signatory to enter into Agreements and amendments with the State of New Hampshire as of the date they sign.

**B.1 CERTIFICATE OF AUTHORITY/VOTE CHECKLIST**

**B.1.1 SOURCE OF AUTHORITY**

Authority must come from the **governing body**, either:

1. A **majority voted** at a meeting; or
2. The body provided **unanimous consent in writing**; or
3. The organization's **policy or governing document**.

**B.1.2 SOURCE OF AUTHORITY WAS IN EFFECT ON DAY AGREEMENT OR AMENDMENT WAS SIGNED**

Certificate must show that the person signing the Contract **had authority when they signed the Agreement or Amendment**, either:

1. Authority was **granted the same day** as the day the Agreement or Amendment was signed; or

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2. Authority was **granted after** the day the Agreement or amendment was signed and the governing body ratifies and accepts the earlier execution; or
3. Authority was **granted prior** to the day the Agreement or amendment was signed and it has not been amended or repealed as of the day the Contract was signed.

**B.1.3 APPROPRIATE PERSON SIGNED THE CERTIFICATE**

The person signing the certificate may be the same person signing the Agreement or Amendment only if the certificate states that the person is the **sole director** (for corps) or **sole member** (for LLCs).

**C. CERTIFICATE OF INSURANCE shall consist of the following:**

- C.1** Comprehensive general liability insurance against all claims of bodily injury, death or property damage (\$1,000,000 per occurrence and \$2,000,000 aggregate);
- C.2** Workers' Compensation and Employers' Liability insurance;
- C.3** Excess Umbrella Liability Insurance;
- C.4** Department of Corrections of the State of NH shall be additionally insured; and
- C.5** Certificate Holder must be: State of NH, Department of Corrections, P.O. Box 1806, Concord, NH 03302

**D. WORKERS COMPENSATION**

- D.1** Workers Compensation coverage may be indicated on the insurance form described above.
- D.2** Workers Compensation coverage must comply with State of NH RSA 281-A

**APPENDIX G-4: RELATED DOCUMENTS REQUIRED FOR AN AWARD OF A CONTRACT**

- A. P-37 (VERSION 2/23/2023) STATE OF NEW HAMPSHIRE LONG FORM CONTRACT** (Appendix H) available on: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm).
- B. CERTIFICATE OF GOOD STANDING** dated after April of the current year and available from the NH Department of Secretary of State, available on: [www.sos.nh.gov/corporate/Forms.html](http://www.sos.nh.gov/corporate/Forms.html).
- C. CERTIFICATE OF VOTE** (Appendix G-3). Generic forms may be used and available on: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm).
- D. CERTIFICATE OF INSURANCE** (Appendix G-3)
- E. COMPREHENSIVE GENERAL LIABILITY INSURANCE ACKNOWLEDGEMENT FORM**, form available on: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm).
- F. ALTERNATE W-9 REGISTRATION**, link: <https://das.nh.gov/purchasing/vendorregistration>.
- G. NH DOC ADMINISTRATIVE RULES, CONDUCT AND CONFIDENTIALITY AGREEMENT**, form available on: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm).
- H. PRISON RAPE ELIMINATION ACT (PREA)** form available on: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm).
- I. FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY (CJIS) ADDENDUM AGREEMENT**, form available on: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm).
- J.** Additional information referenced in the CJISS Addendum Agreement can be found at: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm).

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**APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS**

**APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS  
FORM NUMBER P-37 (VERSION 2/23/2023)**

**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 #	1.6 Account Number	1.7 Completion Date June 30, 20xx	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number 603-xxx-xxxx	
1.11 Contractor Signature:		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>  <div style="display: flex; justify-content: space-between;"> <span>By:</span> <span>Director, On:</span> </div>			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  <div style="display: flex; justify-content: space-between;"> <span>By:</span> <span>On:</span> </div>			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  <div style="display: flex; justify-content: space-between;"> <span>G&amp;C Item number:</span> <span>G&amp;C Meeting Date:</span> </div>			

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**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, 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.

3.3 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. 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 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 for Services provided in EXHIBIT B, in whole or in part, 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 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. 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.

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 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable 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 and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race,

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color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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 anyone, 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

**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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.**

In the performance of this Agreement the Contractor is in

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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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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 agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify,

defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United

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States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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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**APPENDIX I: GENERAL CONTRACT REQUIREMENTS**

**I.1 STATE OF NH TERMS AND CONDITIONS AND CONTRACT REQUIREMENTS**

The Contract terms set forth in Appendix H: *State of New Hampshire Terms and Conditions* shall constitute the core for any Contract resulting from this RFP.

**I.2 VENDOR RESPONSIBILITIES**

The Vendor shall be solely responsible for meeting all requirements, and terms and conditions specified in this RFP, its Proposal, and any resulting Contract, regardless of whether or not it proposes to use any Subcontractor.

The Vendor may subcontract Services subject to the provisions of the RFP, including but not limited to, the terms and conditions in Appendix H: *State of New Hampshire Terms and Conditions*. The Vendor must submit with its Proposal all information and documentation relating to the Subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

**I.3 Project Budget/Price Limitation**

The State has no funds budgeted for this Project, subject to Appendix H: *State of New Hampshire Terms and Conditions*, P-37, General Provision - Section 4: *Conditional Nature of Agreement*, and P-37, General Provision - Section 5: *Contract Price/Price Limitation/Payment*.

**I.4 Vendor Staff**

In the Proposal the Vendor shall assign and identify a Project Manager and key Vendor staff, in accordance with the Requirements and Deliverables of Appendix C: *System Requirements and Deliverables* and Appendix E: *Standards for Describing Vendor Qualifications*.

The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, without limitation, at the State's discretion, Review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Vendor must use his or her best efforts on the Project.

The Vendor shall not change key Vendor staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Vendor's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

The State, at its sole expense, may conduct reference and background checks on the Vendor's Project Staff. The State shall maintain the confidentiality of reference and background screening results. The State reserves the right to reject the Vendor's Project Staff as a result of such reference and background



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checks. The State also reserves the right to require removal or reassignment of the Vendor's Key Project Staff found unacceptable to the State.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Vendor's replacement Project Staff.

**I.5 Work Plan**

Vendor shall submit a preliminary Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. A final Work Plan will be due five (5) business days after Contract award upon approval by Governor and Executive Council.

The Vendor shall update the Work Plan as necessary, but no less than every two weeks to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any updates to the Work Plan shall require the written approval of the State prior to final incorporation into the Contract.

Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the Contract, including without limitation, performance in accordance with the Schedule.

In the event of a delay in the Schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule that will affect the Project.

In the event the Vendor requires additional time to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Vendor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

**I.6 Change Orders**

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of a Vendor's receipt of a Change Order, the Vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

A Vendor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to a Vendor's requested Change Order within five (5) business days. The State, which includes the requesting Agency and the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an Agreement in writing.

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All Change Order requests from a Vendor to the State, and the State Acceptance of a Vendor's estimate for a State requested change, will be acknowledged and responded to, either Acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

**I.7 Deliverables**

The Vendor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State's Acceptance as set forth in Appendix H: *State of New Hampshire Terms and Conditions* - Section H-25.10: *Testing and Acceptance*, herein. Upon its submission of a Deliverable, the Vendor represents that it has performed its obligations under the Contract associated with the Deliverable.

By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

**I.7.1 Written Deliverables Review**

The State will Review the Written Deliverables for an Acceptance Period of five (5) business days after receiving written Certification from the Vendor that the Written Deliverable is final, complete, and ready for Review. The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the five (5) day Review Period. If any Deficiencies exist, the State will notify the Vendor in writing of the Deficiency and the Vendor must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify the Vendor in writing of its Acceptance or rejection thereof.

**I.7.2 Software Deliverables Review**

Described in Section H-25.9: *Testing and Acceptance*, herein.

**I.7.3 Non-Software Deliverables Review**

The State will Review Non-Software Deliverables to determine whether any Deficiency exists and notify the Vendor in writing of its Acceptance or non-acceptance of the Non-Software Deliverable. The Vendor must correct the Deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify the Vendor in writing of its Acceptance or rejection of the Deliverable.

**I.8 Licenses**

The State has defined the Software License grant rights, terms and conditions, and has documented the evaluation criteria.

**I.8.1 Software License Grant**

**THE SOFTWARE LICENSE SHALL GRANT THE STATE A WORLDWIDE, PERPETUAL, IRREVOCABLE, NON-EXCLUSIVE, NON-TRANSFERABLE, LIMITED**

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**LICENSE TO USE THE SOFTWARE AND ITS ASSOCIATED DOCUMENTATION,  
SUBJECT TO THE TERMS OF THE CONTRACT.**

The State may allow its agents and Vendors to access and use the Software, and in such event, the State shall first obtain written Agreement from such agents and Vendors that each shall abide by the terms and conditions set forth herein.

**I.8.2 Software and Documentation Copies**

The Vendor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

**I.8.3 Restrictions**

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Vendor's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

**I.8.4 Title**

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

**I.8.5 Third Party**

The Vendor shall identify all third-party contracts to be provided under the Contract with the Vendor's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: *State of New Hampshire Terms and Conditions* - General Provisions Form P-37.

**I.9 Testing and Acceptance**

The State requires that an integrated and coherent approach to complete System testing, Security Review and Testing, Deficiency correction, Acceptance, and training, and that Warranty Services be provided to ensure a successful Project.

In its Proposal, the Vendor is to include its proposed Test Plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After Contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan (the first Project Deliverable). A separate Test Plan and set of test materials will be prepared for each Software function or module.

In addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

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See Appendix G-1 for Testing Requirements

**I.9.1 Remedies**

If the Vendor fails to correct a Deficiency within the period of time allotted by the State, the Vendor shall be deemed to have committed an Event of Default, pursuant Appendix H: *State of New Hampshire Terms and Conditions* - P-37, General Provisions - Section 8: *Event of Default/Remedies*, and H-25.15: *Termination*, and the State Shall have the right, at its option, to pursue the remedies in Section H-25.15.1: *Termination for Default* as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the stated remedies will remain in effect until the Vendor completes the Contract to the satisfaction of the State.

**I.9.2 SYSTEM ACCEPTANCE**

Upon completion of the Warranty Period, the State will issue a Letter of Final System Acceptance.

**I.10 Warranty**

**I.10.1 Warranty Period**

**THE WARRANTY PERIOD WILL INITIALLY COMMENCE UPON THE STATE ISSUANCE OF A LETTER OF ACCEPTANCE FOR UAT AND WILL CONTINUE FOR NINETY (90) DAYS. IF WITHIN THE LAST THIRTY (30) CALENDAR DAYS OF THE WARRANTY PERIOD, THE SYSTEM SOFTWARE FAILS TO OPERATE AS SPECIFIED, THE WARRANTY PERIOD WILL CEASE, THE VENDOR WILL CORRECT THE DEFICIENCY, AND A THIRTY (30) CALENDAR DAY WARRANTY PERIOD WILL BEGIN. ANY FURTHER DEFICIENCIES WITH THE SOFTWARE MUST BE CORRECTED AND RUN FAULT FREE FOR THIRTY (30) DAYS.**

**I.10.2 Warranties**

**I.10.2.1 SYSTEM**

The Vendor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract.

**I.10.2.2 SOFTWARE**

The Vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and or version controlled through the use of Harvest Software.

**I.10.2.3 NON-INFRINGEMENT**

The Vendor shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this Contract, and that such Services, equipment, and Software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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**I.10.2.4 VIRUSES; DESTRUCTIVE PROGRAMMING**

The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

**I.10.2.5 COMPATIBILITY**

The Vendor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

**I.10.2.6 PROFESSIONAL SERVICES**

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

**I.10.3 Warranty Services**

The Vendor shall agree to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- c. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty-four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State; and
- f. For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained:
  1. Nature of the Deficiency;
  2. Current status of the Deficiency;
  3. Action plans, dates, and times;
  4. Expected and actual completion time;
  5. Deficiency resolution information;
  6. Resolved by;
  7. Identifying number i.e., work order number; and
  8. Issue identified by.
- g. The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:

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1. Mean time between reported Deficiencies with the Software;
  2. Diagnosis of the root cause of the problem; and
  3. Identification of repeat calls or repeat Software problems.
- h.** All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the Event of Default, the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

## **I.11 Ongoing Software Maintenance and Support Levels**

The Vendor shall maintain and support the system in all material respects as described in the applicable program Documentation after delivery and the Warranty Period of ninety (90) days through the completion of the Contract term.

The Vendor will not be responsible for maintenance or support for Software developed or modified by the State.

### **I.11.1 Maintenance Releases**

The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

### **I.11.2 Vendor Responsibility**

The Vendor shall be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance Agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

- a. Class A Deficiencies** - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

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- b. Class B & C Deficiencies** –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action;

The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;

The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

For all maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained:

1. Nature of the Deficiency;
2. Current status of the Deficiency;
3. Action plans, dates, and times;
4. Expected and actual completion time;
5. Deficiency resolution information;
6. Resolved by;
7. Identifying number i.e., work order number; and
8. Issue identified by.

The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H: *State of New Hampshire Terms and Conditions* - Section H-25.15.1: *Termination for Default*, and the State shall have the right, at its option, to pursue the remedies in H-25.15: *Termination*, as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

**I.12 Administrative Specifications**

**I.12.1 Travel Expenses**

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**I.12.2 Shipping and Delivery Fee Exemption**

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

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**I.12.3 Project Workspace and Office Equipment**

The State agency will work with the Vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Vendor's staff. If a Vendor has specific requirements, they must be included in the Vendor's Proposal.

**I.12.4 Work Hours**

Vendor personnel shall provide Services between the Work Hours of 8:00 a.m. and 5:00 p.m. EST, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon Agreement with the State Project Manager.

**I.12.5 Access/Cooperation**

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Vendor to perform its obligations under the Contract.

**I.12.6 State-Owned Documents and Data**

The Vendor shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Vendor shall turn over all State-owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

**I.12.7 Intellectual Property**

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Vendor.

Upon successful completion and/or termination of the Implementation of the Project, the Vendor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. The Vendor shall license back to the State the right to produce, publish, or otherwise use such Software, source code, object code, modifications, reports, and Documentation developed under the Contract.

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

**I.12.8 IT Required Work Procedures**

**ALL WORK DONE MUST CONFORM TO STANDARDS AND PROCEDURES ESTABLISHED BY THE DEPARTMENT OF INFORMATION TECHNOLOGY AND THE STATE.**



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**I.12.9 Computer Use**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed Software, Software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or Database Administrator of any kind (hereinafter “Information”), Vendor understands and agrees to the following rules:

- a.** Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure;
- b.** That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Vendor access or attempt to access any information without having the express authority to do so;
- c.** That at no time shall Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or Agreements relating to system entry/access;
- d.** That all Software Licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Vendor must use utmost care to protect and keep such Software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or Software owned, licensed, or being evaluated by the State, can be used by the Vendor. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment; and
- e.** That if the Vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

**I.12.10 EMAIL USE**

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal email systems” or “State-funded email systems.” Vendors understand and agree that use of email shall follow State standard policy (available upon request).

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**I.12.11 INTERNET/INTRANET USE**

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

**I.12.12 REGULATORY/GOVERNMENTAL APPROVALS**

Any Contract awarded under the RFP shall be contingent upon the Vendor obtaining all necessary and applicable regulatory or other governmental approvals.

**I.12.13 FORCE MAJEURE**

Neither Vendor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include Vendor's inability to hire or provide personnel needed for the Vendor's performance under the Contract.

**I.12.14 Confidential Information**

In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA chapter 91-A: Access to Public Records and Meetings (see e.g., RSA chapter 91-A: 5 Exemptions). The Vendor shall not use the State Confidential 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 Vendor's performance under the Contract.

The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information of the State that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in Breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

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Any disclosure of the State's information shall require prior written approval of the State. The Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Vendor regarding the State's Confidential Information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.

In the event of unauthorized use or disclosure of the State's Confidential Information, the Vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law and in equity, including, but not limited to injunctive relief.

Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know Law, RSA chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State or federal laws or regulations, including but not limited to, RSA chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. At the request of the State, the Vendor shall cooperate and assist the State with the collection and Review of the Vendor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Vendor without any State liability to the Vendor.

This Contract Agreement, Appendix H: *State of New Hampshire Terms and Conditions* - Section H-25.13.14: *Confidential Information* shall survive the termination or conclusion of a Contract.

**I.12.15 Data Breach**

In the event of a Data Breach, the Vendor shall comply with provisions of NH [RSA chapter 359C:20](#).

**I.13 Pricing**

**I.13.1 Activities/Deliverables/Milestones Dates and Pricing**

The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable. Pricing worksheets are provided in Appendix F: *Pricing Worksheets*.

**I.13.2 Software Licensing, Maintenance, Enhancements, and Support Pricing**

The Vendor must provide the minimum Software support and Services through Software Licensing, maintenance, Enhancements, and support as detailed in Section H-25.12: Ongoing Software Maintenance and Support Levels.

For Software Licensing, maintenance, and support costs, complete a worksheet including all costs in the table. A worksheet is provided in Appendix F: *Pricing Worksheets*, under Table F-4: *Software Licensing, Maintenance, and Support Pricing Worksheet*, and Table F-5: *Web Site Hosting, Maintenance, and Support Pricing Worksheet*.

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**I.13.3 Invoicing**

NH Department of Corrections shall submit correct invoices to the Contractor for all amounts to be paid by the Contractor. NHDOC shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice from the NH Department of Corrections, the Contractor will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

**Payment Schedule and Address by Program**

<b>Table 9.1 Payment Schedule and Address</b>				
<b>Program Type</b>	<b>Contractor Reimbursements<sup>1</sup></b>	<b>Canteen<sup>2</sup></b>	<b>Package<sup>3</sup></b>	<b>Property<sup>4</sup></b>
<b>Payable To</b>	Treasurer, State of NH	Treasurer, State of NH	State of New Hampshire Department of Corrections Recreation Fund	Treasurer, State of NH
<b>Payment Address</b>	NH Department of Corrections P.O. Box 1806 Concord, NH 03302	NH Department of Corrections P.O. Box 1806 Concord, NH 03302	NH Department of Corrections P.O. Box 1806 Concord, NH 03302	NH Department of Corrections P.O. Box 1806 Concord, NH 03302
<b>Payment Schedule</b>	Monthly	Monthly	Upon completion of seasonal program  Quarterly	Upon completion of seasonal program  Quarterly

**I.13.4 Overpayments to the Vendor**

The Vendor shall promptly, but no later than fifteen (15) business days, pay the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

**I.13.5 CONTRACTOR PRICE INCREASES AND SUBSTITUTIONS**

Contractor may adjust pricing on canteen commissary items, or request to substitute items, once every six (6) month period following the Effective Date. Contractor shall provide the State with written notice of such price adjustments or item substitutions at least thirty (30) days prior to the date any such price adjustments or requested substitutions are to become effective. Price adjustments shall be based on actual supplier price/cost increases due to an increase in the cost of raw materials, production and manufacturing processes, or taxes. No proposed price adjustments or item substitutions will be effective without the State’s prior consent, which shall

<sup>1</sup> Part 3 – Exhibit B, *Price And Payment Schedule*, Section 3, Table 3: Contractor Reimbursement Value Worksheet, a. – d.

<sup>2</sup> Part 3 – Exhibit B, *Price And Payment Schedule*, Section 3, Table 4: Contractor Canteen Commissary Revenue Commission Worksheet.

<sup>3</sup> Part 3 – Exhibit B, *Price And Payment Schedule*, Section 3, Table 5: Contractor Food Package/Property Revenue Commission Worksheet.

<sup>4</sup> Part 3 – Exhibit B, *Price And Payment Schedule*, Section 3, Table 6: Contractor Seasonal Food Package/Property Reimbursement Value Worksheet.

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not be unreasonably withheld. The State shall respond to such notifications and requests within a commercially reasonable time period. Contractor shall also provide the state, on an annual basis, a market analysis on pricing to ensure reasonable rates for products.

In the event a canteen commissary item becomes discontinued by the supplier/manufacturer or otherwise unavailable to Contractor for reasons beyond Contractor's reasonable control, Contract shall recommend new items to be substituted for the discontinued or unavailable item for the State to select and approve. Substitution requests for the reasons stated in this Section 4.2 may be made at any time during the term and any renewal terms of the Contract. The State shall respond to such substitution requests within a commercially reasonable time period, and shall not unreasonably withhold its approval. It is requested that Contractor provide a 2-week replacement time period of replacement of discontinued items. Additionally, product replacement must be similar product in price, quality, unit of measure or other logics. The Vendor may also be asked to supply possible replacement product samples.

**I.13.6 Credits**

The State may apply credits due to the State, arising out of this Contract, against the Vendor's invoices with appropriate information attached.

**I.13.7 Records Retention and Access Requirements**

The Vendor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Vendor Records Retention.

The Vendor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of their respective obligations under the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeals period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Vendor shall include the record retention and Review requirements of this section in any of its subcontracts.

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The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor's cost structure and profit factors shall be excluded from the State's Review unless the cost or any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**I.34.7 Accounting Requirements**

The Vendor shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

**I.14 Termination**

**I.14.1 TERMINATION FOR DEFAULT**

Any one or more of the following acts or omissions of the Vendor shall constitute an Event of Default hereunder ("Event of Default"):

- a. Failure to perform the Services satisfactorily or on Schedule;
- b. Failure to submit any report required; and/or
- c. To perform any other covenant, term or condition of the Contract.

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

- a. Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser Specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Vendor notice of termination, at its sole discretion, treat the Contract as Breached and pursue its remedies at law or in equity or both;
- b. Give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both; and
- e. Procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

In the Event of Default by the State, the Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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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 shall survive termination or Contract Conclusion.

This section H-25.15 shall survive termination or Contract Conclusion.

**I.14.2 TERMINATION FOR CONVENIENCE**

The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the State shall pay the Vendor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Appendix F: *Pricing Worksheets*.

During the thirty (30) day period, the Vendor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

**I.14.3 TERMINATION FOR CONFLICT OF INTEREST**

The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support and maintenance costs. The State shall pay all other Contracted payments that would have become due and payable if the Vendor did not know, or reasonably did not know, of the conflict of interest.

In the event the Contract is terminated as provided above pursuant to a violation by the Vendor, the State shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of a default of the Contract by the Vendor.

**I.14.4 TERMINATION PROCEDURE**

Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Vendor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

After receipt of a notice of termination, and except as otherwise directed by the State, Vendor shall:

- a.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- b.** Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and

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subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that Vendor has surrendered to the State all said property.

**I.15 Limitation of Liability**

**I.15.1 STATE**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Vendor shall not exceed the total Contract price set forth in Appendix H: *State of New Hampshire Terms and Conditions, Contract Agreement P-37 General Provisions - Section 1.8: Price Limitation*.

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

**I.15.2 THE VENDOR**

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Appendix H: *State of New Hampshire Terms and Conditions, Contract Agreement P-37 General Provisions - Section 1.8: Price Limitation*. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in Appendix H: *State of New Hampshire Terms and Conditions, Contract Agreement P-37 General Provisions - Section 1.8: Price Limitation*, and Appendix H: *State of New Hampshire Terms and Conditions, Contract Agreement P-37 General Provisions - Sections 13: Indemnification*, and confidentiality obligations in Section H-25.13.14: *Confidential Information*, and Data Breach obligations in Section H-25.13.15: *Data Breach* which shall be unlimited.

**I.15.3 STATE'S IMMUNITY**

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 shall survive termination or Contract Conclusion.

**I.15.4 SURVIVAL**

This Contract Agreement, Section H-25.16: *Limitation of Liability* shall survive termination or Contract Conclusion.

**I.16 USE OF CONTRACTOR TRUCK**



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- I.16.1** Only drivers authorized by the State shall operate a Contractor-owned or leased vehicle for purposes relating to this Contract, provided the following minimum requirements are met as to each authorized driver:
- I.16.2** The Contractor shall make available of additional use of truck for correctional industries deliveries as long as such deliveries do not interfere with the delivery of canteen items or contract above for uninterrupted delivery to locations of NHDOC for the conduct of business use.
- I.16.3** The driver has completed and signed an application for employment meeting the requirements of 49 C.F.R. 391.21;
- I.164** The driver has a valid and proper class driver's license issued by the State of New Hampshire;
- I.167.5** All certifications and documentation demonstrating compliance with the above requirements shall be maintained in the employees training and/or personnel file.

**I.17 Change of Ownership**

In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Vendor, its successors or assigns.

**I.18 Assignment, Delegation and Subcontracts**

The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void and may constitute an Event of Default at the sole discretion of the State.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date . In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall neither relieve the Vendor of any of its obligations under the Contract nor shall it affect any remedies available to the State against the Vendor that may arise from any Event of Default of the provisions of the Contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**I.19 Dispute Resolution**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

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**I.20 Venue and Jurisdiction**

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

**I.21 Project Holdback**

The State will withhold 10% of the agreed Deliverables pricing tendered by the Vendor in this engagement until successful completion of the Warranty Period as defined in Appendix H: *State of New Hampshire Terms and Conditions* - Section H-25.11.1: *Warranty Period*.

**I.22 Escrow of Code**

Vendor will enter into a source and configuration code escrow Agreement, with a State approved escrow agent. The proposed escrow Agreement shall be submitted with the Vendor's Proposal for Review by the State. The escrow Agreement requires the Vendor to put the Vendor Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

- a. The Vendor has made an assignment for the benefit of creditors;
- b. The Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- c. A receiver or similar officer has been appointed to take charge of all or part of the Vendor's assets;
- d. The Vendor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- e. Vendor defaults under the Contract; or
- f. Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

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**APPENDIX J – STATE OF NEW HAMPSHIRE TRANSMITTAL FORM LETTER**

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**To:** [NH Department of Corrections](#) State Point of Contact: Loretta Razin  
Telephone [\(603\) 271-7602](#)  
Email: [Loretta.M.Razin@doc.nh.gov](mailto:Loretta.M.Razin@doc.nh.gov)

**RE:** Proposal Invitation Name: CANTEEN/COMMISSARY SERVICES  
Proposal Number: [2024-03](#)  
Proposal Due Date and Time: [OCTOBER 30, 2023 2:00PM](#)

Dear Sir:

Company Name: \_\_\_\_\_ hereby offers to sell to the State of New Hampshire the Services indicated in [RFP NH Department of Corrections 2024-03 Canteen/Commissary Services](#) at the price(s) quoted in Vendor Response Section VII: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: *State of New Hampshire Terms and Conditions*.

Company Signor: \_\_\_\_\_ is authorized to legally obligate  
Company Name: \_\_\_\_\_.

We attest to the fact that:

The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to Appendix H: *State of New Hampshire Terms and Conditions*, which shall form the basis of any Contract resulting from this RFP; No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract.

The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and

The Vendor has read and included a copy of [RFP 2024-03](#) and any subsequent signed Addendum (a).

Our official point of contact is \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

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**APPENDIX K - TERMS AND DEFINITIONS**

**APPENDIX K - TERMS AND DEFINITIONS**

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed.
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System.
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network.
<b>Agreement</b>	A Contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document.
<b>ARIN</b>	American Registry for Internet Numbers
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system.
<b>Authorized User</b>	The Vendor's employees, Contractors, Subcontractors or other agents who need to access the State's Personal Data to enable the Contractor to perform the Services required.
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
<b>Breach or Breach of Security</b>	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.
<b>Business Hours</b>	Vendor personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m. EST, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.
<b>CCP</b>	Change Control Procedures
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal process for initiating changes to the proposed Solution or process once development has begun.
<b>Change Order</b>	Formal Documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract. (See Contract Agreement, P-37 General Provisions, Block 1.7)
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i> .

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**APPENDIX K - TERMS AND DEFINITIONS**

<b>Contract</b>	An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Agreement</b>	Part 1, 2, and 3. The Documentation consisting of the P-37 General Provisions, IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract. (See Part 2, IT Provisions – Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions – Section 1.8: <i>Price Limitation</i> , as well as Part 3, Exhibit B – Paragraph 2: <i>Contract Price</i> .
<b>Contractor</b>	The Contractor and its employees, subcontractors, agents and affiliates who are providing the Services agreed to under the Contract.
<b>Contracted Vendor/Vendor</b>	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion/Migration Validation Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to form that can be used by the new system.
<b>COTS</b>	Commercial Off the Shelf Software.
<b>CR</b>	Change Request
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a Contracted Vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this Project for the State of New Hampshire.
<b>Custom Software</b>	Software developed by the Vendor specifically for this Project for the State of New Hampshire.
<b>Data</b>	State’s records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
<b>Data Breach</b>	The unauthorized access by a non-authorized persons(s) that results in the use, disclosure or theft of the State’s unencrypted Non-Public Data.
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	A failure, Deficiency, or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

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**APPENDIX K - TERMS AND DEFINITIONS**

	<p><b>Class A Deficiency</b> – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non-Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non-Software</i> - Services were Deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non-Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under <a href="#">RSA chapter 21-R</a> by the Legislature effective September 5, 2008.
<b>Digital Signature</b>	Certification that guarantees the unaltered state of a file, also known as “code signing”.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
<b>Encryption</b>	Supports the transformation of Data for security purposes.
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
<b>Event of Default</b>	Any one or more of the following acts or omissions of a Vendor shall constitute an Event of Default hereunder (“Event of Default”): <ul style="list-style-type: none"> <li>a. Failure to perform the Services satisfactorily or on Schedule;</li> <li>b. Failure to submit any report required; and/or</li> <li>c. Failure to perform any other covenant, term or condition of the Contract.</li> </ul>
<b>Firm Fixed Price Contract</b>	A Firm Fixed Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract.
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

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<b>GAAP</b>	Generally Accepted Accounting Principles.
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>GUI</b>	Graphical user interface.
<b>Harvest</b>	Software to archive and/or control versions of Software.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
<b>Implementation</b>	The process for making the System fully Operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, diet, business and technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure that the value entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system.
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>Key Project Staff</b>	Personnel identified by the State and by the Contracted Vendor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Non-Exclusive Contract</b>	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Public Information</b>	Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other.
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
<b>Open Data Formats</b>	A Data format based on an underlying Open Standard.
<b>Open-Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in <a href="#">RSA chapter 21-R:10</a> and <a href="#">RSA chapter 21-R:11</a> .
<b>Open Standards</b>	Specifications for the encoding and transfer of computer Data that is defined in <a href="#">RSA chapter 21-R:10</a> and <a href="#">RSA chapter 21-R:13</a> .
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document control

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	over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
<b>Personal Data</b>	Data that includes information relating to a person that identifies the person by name and has any of the following Personally Identifiable Information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and Contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project.
<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
<b>P-37</b>	State of New Hampshire Long Form Contract
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of Reviewing Deliverables for Acceptance.
<b>Review Period</b>	The period set for Review of a Deliverable. If none is specified, then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying Data processing product and/or Service resources according to specific terms and conditions.
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network.
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All Custom Software and COTS Software provided by the Vendor under the Contract.
<b>Software-as-a-Service (SaaS)</b>	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers,



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	Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.	
<b>Software Deliverables</b>	All Custom Software and COTS Software and Enhancements.	
<b>Software License</b>	Licenses provided to the State under this Contract.	
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.	
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.	
<b>State</b>	STATE is defined as: State of New Hampshire <b>NH Department of Corrections</b> Reference to the term "State" shall include applicable agencies.	
	Mailing Address: <b>P.O. Box 1806 Concord, NH 03302</b>	Overnight Delivery Address: <b>64 South State Street Concord, NH 03301</b>
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high-level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.	
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <a href="#">RSA chapter 91-A: Access to Governmental Records and Meetings</a> .	
<b>State Data</b>	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.	
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year.	
<b>State Project Leader</b>	State's representative with regard to Project oversight.	
<b>State's Project Manager (PM)</b>	State's representative with regard to Project Management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice	

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	sign off, and Review and approval of a Change Request (CR).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: <ol style="list-style-type: none"> <li>1. Consistent with Statement of Work within statement of Services;</li> <li>2. not constitute a new assignment; and</li> <li>3. not change the terms, documents of Specifications of the SOW.</li> </ol>
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test Data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Transition Services</b>	Services and support provided when the Contracted Vendor is supporting system changes.
<b>UAT</b>	User Acceptance Test.
<b>Unit Test</b>	Developers create their own test Data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing (UAT)</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization.
<b>Vendor/ Contracted Vendor</b>	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network.
<b>Virtual Private Network (VPN)</b>	Extends a private network across a public network, and enables users to send and receive Data across shared or public networks as if their computing devices were directly connected to the private network
<b>Warranty Period</b>	A period of coverage during which the Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Warranty Releases</b>	Code releases that are done during the Warranty Period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.

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<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C: <i>System Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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**APPENDIX L: FREQUENTLY ASKED QUESTIONS**

**Question 1:** Can you provide a sales report showing sales through the NHDOC canteen program at each facility for the last year.

**Answer 1:**

<b>Date Run</b>	<b>Net Sales</b>
7/1-7/31/2023	\$191,689.27
8/1-8/31/2023	\$224,775.65
9/1-9/30/2023	\$193,156.82
10/1-10/31/2023	\$200,836.88
11/1-11/30/2023	\$214,370.83
12/1-12/31/2023	\$198,927.09
1/1-1/31/2023	\$224,599.28
2/1-2/28/2023	\$200,771.87
3/1-3/31/2023	\$233,394.07
4/1-4/30/2023	\$210,444.51
5/1-5/31/2023	\$241,201.15
6/1-6/30/2023	\$232,085.24
	<b>\$ 2,566,252.66</b>

**Question 2:** What version of CORIS are you currently on?

**Answer 2:** The version of CORIS that is used is specific to NH. The version of NHDOC's CORIS is at 3.7.7

**Question 3:** Can you provide a copy of all items you are currently selling through your commissary and package program and pricing.

**Answer 4:** See below

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NH Menu (Revised 3/18/2020 10:42:40 PM)	
REVISED 10/01/2023	
<b>Hygiene &amp; Medical</b>	<b>PRICE</b>
FRESHMINT 40CT DENTURE TABLETS (NBE EFFERDENT)	1.99
1 SECURITY FLOSS LOOPS WITH FINGER HOLDERS	2.95
A2Z ALLERGY TAB LORATIDINE 10 MG (LIKE CLARITIN)	1.81
A2Z CALCIUM ANTACID ASSTD FRUIT FLAVORS	3.57
A2Z IBUPROFEN TAB BOTTLE TABLET 200 MG (GENERIC ADVIL)	1.53
Acetaminophen 50ct	1.73
Acidophilus Probiotics	3.58
Aer Pads	3.09
AFTA AFTERSHAVE ORIGINAL SCENT	6.39
BABY LOVE CORNSTARCH BABY POWDER	1.29
BIC TWIN SELECT SENSITIVE SKIN TWIN BLADE SHAVER 10 PK	2.19
BRONCOLIN COUGH DROPS HONEY EUCALYPTUS BAG 22CT	2.39
Careall Triple Antibiotic Ointment	6.14
CLEAR ZIT ACNE CONTROL CREAM 2% SALICYLIC ACID(NBE CLEARASIL)	1.18
CLOSE UP CINNAMON RED GEL TUBE	2.82
COLGATE CLASSIC EXTRA CLEAN SOFT TOOTHBRUSH	0.77
COLGATE REGULAR CAVITY PROTECTION TOOTHPASTE	3.43
COLGATE TOTAL MOUTHWASH PEPPERMINT ALCOHOL FREE	4.44
Corn Pads	3.16
CORNSTARCH SHOWER AND BATH BODY POWDER FRESH LAVENDER	1.38
CREST TARTAR CONTROL TOOTHPASTE COOL MINT	3.18
Degree Deodorant Women's Clean Scent	4.24
DENTURE CUP CLEAR W/LID	1.03
DOVE WHITE SOAP BAR SINGLE BAR	2.02
Dr. Sheffield's Saline Nasal Spray	1.99

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Earth First Recycled 2 Ply 4.5 Toilet Paper 80% Pcc	1.19
EFFERGRIP DENTURE ADHESIVE	4.31
FAMILY CARE TOLNAFTATE CREAM 1%	2.44
FRESH SCENT SHAVE CREAM ALCOHOL FREE	2.46
FRESHMINT SENSITIVE TOOTHPASTE (NBE SENSODYNE)	1.44
Glucosamine	13.40
GOOD SENSE 3/4" SHEER BANDAID 10 CT	1.17
GOOD SENSE HEMORRHOID OINTMENT	3.96
GOOD SENSE SUNSCREEN SPF 30	5.20
HYDROCORTISONE 1% CREAM	1.53
IRISH SPRING ICY BLAST BAR SOAP	1.29
Lactase	5.28
LEVEL 10 CLEAR LIP BALM	0.90
LEVEL 10 COCOA BUTTER BAR SOAP	0.62
LEVEL 10 GOLD ANTIBACTERIAL BAR SOAP 5 OZ	1.32
MAGIC SHAVE RAZOR LESS SHAVE CREAM REGULAR	4.97
MEDIQUE ASPIRIN 2 CT	0.29
MELATONIN TB 3MG	1.60
MENNEN SPEED STICK DEO SOLID REGULAR SCENT	3.05
MENNEN SPEED STICK SOLID DEO/AP ULTIMATE SPORT POWER	3.13
Midol	8.32
MIRROR ACRYLIC 4X6 NO MAGNET	1.06
NAIL CLIPPER NO/FILE	0.48
NAIR WITH ALOE & LANOLIN	6.23
OCEAN CLEAR ALOE LOTION BOTTLE	2.41
OCEAN CLEAR COCOA BUTTER LOTION	1.82
OCEAN CLEAR COTTON SWABS PAPER STICK	1.63
OCEAN CLEAR NO FLAKES DANDRUFF SHAMPOO	1.53
PANTENE CONDITIONER CLASSIC CLEAN	10.14

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Paper Towels	4.72
PEOPLES CHOICE CALCIUM + D 600 MG VITAMIN TABLET	2.79
PEOPLES CHOICE FISH OIL 1000MG SOFTGELS	6.15
PEOPLES CHOICE MULTIPLE DAILY VITAMIN	3.91
PEOPLES CHOICE VITAMIN B COMPLEX TABS	3.12
PEOPLES CHOICE VITAMIN C 500 MG TABLETS	2.90
PEOPLES CHOICE VITAMIN E 400IU SOFT GEL	3.35
PERSONAL CARE LOTION ALOE 18 OZ	1.95
PERSONAL CARE LOTION COCOA BUTTER 18 OZ	1.79
SCENTED TREE AIR FRESHENER BLACKBERRY CLOVE	0.94
SCENTED TREE AIR FRESHENER DAISY FIELDS	0.94
SCENTED TREE AIR FRESHNER BLACK ICE MENS COLOGNE	0.94
Scrub Sponge Yellow	2.65
SECURITY TOOTHBRUSH WHITE THUMB HANDLE	1.37
SOAP DISH 2 PIECE CLEAR	0.65
SOFTEE AFRICAN CROWN HAIR DRESSING	2.45
Stoll Softener	2.00
Suave Conditioner Green Apple	3.39
SUAVE DEODORANT INVISIBLE SOLID POWDER FRESH	2.05
SUAVE LOTION ADVANCED THERAPY	3.64
SUAVE SHAMPOO MOROCCAN SHINE SHAMPOO 12.6OZ	5.50
SUPER POLI-GRIP FREE ORIGINAL FLAVOR	9.95
TOOTHBRUSH HOLDER CLEAR	0.53
TWIN BLADE DISPOSABLE RAZOR WITH LUBE STRIP	2.19
VENTED BRUSH WITH RUBBER HANDLE ASSORTED COLORS	0.95
VO5 EXTRA BODY CONDITIONER 15OZ	1.91
VO5 MENS 3N1 SHAMP/COND/BODY WASH OCEAN SURGE	1.49
XCESS SPORT HOLD ALCOHOL FREE STYLING GEL	1.60
<b>Property</b>	<b>PRICE</b>

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6' AC EXTENSION CORD WHITE BULK	4.82
FOREVER STAMP BOOK OF 10	6.60
SKULLCANDY CLEAR JIB EARBUD	11.20
YELLOW EARBUDS WITH MIC	7.00
<b>Clothing &amp; Misc.</b>	<b>PRICE</b>
2023 NUMERIC CALENDAR	1.79
24" x 36" LAUNDRY BAG GRAY W/DRAWSTRING	4.94
AC DELCO PRO MAX ALKALINE SHRINK WRAP AA 4PK BATTERY	1.93
AC DELCO PRO MAX ALKALINE SHRINK WRAP AAA 4PK BATTERY	1.93
ADDRESS BOOK 2 1/2" X 4 1/4" BLACK	0.85
AVIATOR PINOCHLE PLAYING CARDS	2.45
BASIC WIDE RULED PAPER 150CT FILLER PAPER 10.5"x8"	2.64
BIC ROUND STIC BALLPOINT PEN BLACK MEDIUM POINT	0.19
BICYCLE PLAYING CARDS	3.69
Card Stock (25PAC)	1.95
Clean Cloth Glasses	2.12
CLEAR SECURITY FLEX BARREL BALL POINT PEN (BLACK)	0.22
CLUB BRUSH PLASTIC BRISTLE	1.10
COMPOSITION NOTEBOOK	1.79
Drawing Pad	3.30
DURALUX SPORK YELLOW	0.31
EnvBusiness 50pk	2.70
Envelope 6x9	2.70
ERASER CAP	0.06
EYGLASSES SPORTS CORD BLACK	2.80
EYGLASS CLEANING CLOTH 6"x6" - BLACK	0.80
HAIR PIK 5" BLACK	0.26
HILITER BLUE	0.83
KIWI 54" ROUND BOOT LACE GOLD/BROWN	1.12



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KIWI 54" SPORT FLAT SHOELACE WHITE	0.94
MASTER COMBINATION LOCK V51 KEY	9.23
MEAD 8.5X11 WHITE LEGAL PAD PERFORATED TOP	0.82
MEAD ENVELOPE 9X12 CLASP 4/CT	0.82
MENS SHOWER SLIPPER GRAY (MD)	2.69
MENS SHOWER SLIPPER GRAY (SM)	2.69
PALMOLIVE DISH SOAP ULTRA ORIGINAL	2.03
POCKET COMB 5" BLK	0.12
SCENTED RELIGIOUS OIL DRAGRONS BLOOD SCENTED .5 OZ	5.70
SCENTED RELIGIOUS OIL - LAVENDER 1 OZ	6.64
SCENTED RELIGIOUS OIL MYRRH 1 OZ	5.44
SCENTED RELIGIOUS OIL SANDALWOOD 1 OZ	5.44
SCENTED RELIGIOUS OIL SOMALI ROSE 1OZ	5.44
Scotch Transparent Tape 1/2x450"	1.55
SHOWER SANDAL GRAY 2XL	2.40
SHOWER SANDAL GRAY LG	2.40
SHOWER SANDAL GRAY XL	2.40
SINGER PERSONAL SEWING KIT NO SCISSOR	1.91
Soft Case Glasses	1.54
STEADLER #2 PENCIL 12CT/PK	0.10
THE OXFORD NEW DESK DICTIONARY/THESAURUS THIRD EDITION	6.16
TUMBLER W/LID 16 OZ CLEAR STADIUM CUP	0.47
TYPING PAPER 8.5X11 PLAIN WHITE 100/CT	2.41
WEBSTER'S WORLDWIDE DICTIONARY ENGLISH/SPANISH	1.79
WHIRLEY 16 OZ CLEAR THERMAL MUG WITH	4.14
<b>Food</b>	<b>PRICE</b>
3 MUSKETEERS BAR	1.23
ALLEGRA CUT ZITI	1.66
BACK COUNTRY BEEF STEW	3.64

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BACK COUNTRY CHILI W/BEANS	2.18
BACK COUNTRY DECAF COFFEE	3.25
BACK COUNTRY HOT COCOA SUPREME	2.05
BACK COUNTRY INSTANT NON-FAT DRY MILK	3.46
BACK COUNTRY PEPPERONI PRE-SLICED	2.39
BACK COUNTRY PREMIUM CHICKEN WHITE MEAT IN A POUCH	3.93
BBQ SAUCE ORIGINAL	2.58
BIGELOW ASSORTED BLACK AND GREEN TEAS VARIETY PACK 18 CT	4.25
BIGELOW ASSORTED HERBAL TEAS 18 CT	3.89
BIGELOW GREEN TEA CLASSIC 20 CT	3.55
BIGELOW SPICED CHAI BLACK TEA 20 CT	4.25
BLUE PLATE MAYONNAISE	4.32
BOSTONS BEST FRENCH VALLINA COFFEE	3.95
BUTTERFINGER BAR	1.53
CARNATION INSTANT BREAKFAST VARIETY PACK 10 CT	6.63
CHEETOS CRUNCHY	3.68
CHEEZ-IT ORIGINAL SNACK CRACKERS	3.75
CNP PRO MEAL REPLACEMENT CHOCOLATE	4.91
CNP PRO MEAL REPLACEMENT VANILLA	4.91
Coca Cola 12 oz.	0.97
Coca Cola Diet 12 oz.	0.97
COMAL CARNITAS SEASONED PORK	6.56
COMAL PULLED PORK WITH BBQ SAUCE	3.98
COOKQUIK SMOOTH STYLE REFRIED PINTO BEANS	3.01
COPPER RIVER ENERGIZER MIX	1.24
COPPER RIVER UNSALTED TRAIL MIX	1.24
COYOTE VALLEY BUTTER POPCORN	1.17
COYOTE VALLEY SOUR CREAM & ONION POTATO CHIPS 5 OZ	1.96
DAY'S BEVERAGES CHERRY VANILLA SODA	0.95

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DAY'S BEVERAGES GRAPE SODA	0.95
DAY'S BEVERAGES MOUNTAIN POP SODA	0.95
DAY'S BEVERAGES ORANGE SODA	0.95
Dorito Cool Ranch 9.25oz	3.41
Doritos Nacho Cheese 9.25 Oz.	3.41
DRAGON EXPRESS SPICY & HOT VEGETABLE FLAVOR RAMEN	0.41
Eastview Farms Cream Cheese Pouch	0.49
EMPORIA SALT & PEPPER 2 PIECE SHAKERS	1.61
EQUAL SACCHARIN PINK ZERO CALORIE SWEETNER 100 CT	2.41
EQUAL SUCRALOSE YELLOW PACKET 100 CT	2.78
FISHERMAN'S PARADISE CHUNK LIGHT TUNA IN WATER	2.37
FISHERMAN'S PARADISE FISH STEAKS IN LOUISIANA HOT SAUCE	1.44
FISHERMAN'S PARADISE LIGHTLY SMOKED SARDINES IN OIL	1.13
FISHERMAN'S PARADISE MACKEREL FILLET IN OIL	1.74
FISHERMAN'S PARADISE SMOKED BABY CLAMS IN OIL	2.95
FISHERMAN'S PARADISE SMOKED OYSTERS IN OIL	2.89
FLAVOR MATE GARLIC & HERB-SALT FREE	2.10
FLAVOR MATE ORIGINAL BLEND-SALT FREE	2.10
Folgers Instant Traditional Coffee Pouch	5.01
Food Express 100% Colombian Coffee 3 Oz.	3.14
FOOD EXPRESS BAKERY PRE-SLICED EVERYTHING BAGEL	0.79
FOOD EXPRESS BAKERY PRESLICED PLAIN BAGEL	0.77
FOOD EXPRESS BERRIES BUNCH O'KRUNCH	5.36
FOOD EXPRESS CREAMY PEANUT BUTTER	3.50
FOOD EXPRESS HONEY NUT TOASTED OATS	4.92
Food Express Non-Dairy Creamer	1.45
FOOD EXPRESS PREMIUM SPAGHETTI SAUCE	3.27
FOOD EXPRESS RAISIN BRAN	4.95
FOOD EXPRESS SUGAR FROSTED FLAKES	4.95

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FOOD EXPRESS TEA BAGS 100 CT	1.76
GATORADE FRUIT PUNCH INSTANT MIX	0.86
GOYA CUBITOS CHICKEN BOUILLON (8 CT)	2.05
GOYA SAZON CORIANDER/ANNATTO 8 CT	1.51
GRACEY'S GOODIES ATOMIC FIREBALLS	1.25
Gracey's Goodies Jolly Rancher Assorted	3.36
GRACEY'S GOODIES SUGAR FREE ASSORTED HARD CANDY	1.63
HEREFORD MEATBALLS W/ BEEF & CHICKEN W/SPAGHETTI SAUCE	5.04
HEREFORD RIP N READY SPICY SEASONED BEEF CRUMBLES	4.06
HERSHEY COOKIES N CREAM WHITE CHOCOLATE XLARGE BAR	2.45
HERSHEY'S MILK CHOCOLATE KING SIZE BAR	2.82
HIDDEN VALLEY RANCH 1.5oz N	0.58
HORMEL SPAM CLASSIC SINGLE POUCH	1.24
IDAHOAN POUCH LOADED BAKED MASHED POTATOES	1.84
ISADORA WHOLE BLACK BEANS	1.98
Jolly Rancher Blue Raspberry Sugar Free Singles To Go 6 Ct	1.42
Jolly Rancher Green Apple Sugar Free Singles To Go 6Ct	1.49
KAR'S SALTED MIXED NUTS WITH PEANUTS	2.78
KEEBLER FUDGE STRIPES COOKIES	6.51
KEEBLER ORIGINAL GRAHAM CRACKERS	5.35
KEEBLER TOWN HOUSE ORIGINAL CRACKERS	2.78
KELLOGG'S POP-TARTS FROSTED COOKIES & CREAM 8 CT	3.22
LA MODERNA PASTA SHELLS/CONCHAS	0.75
LAY'S STAX Bacon Cheddar Potatoe Skin	1.43
LAY'S STAX CHEDDAR	3.29
LAY'S STAX MESQUITE BARBECUE	3.29
LAY'S STAX SALT & VINEGAR	3.29
LAY'S STAX SOUR CREAM & ONION CHIPS	3.29
Legendary Meat Snacks Beef Summer Sausage	2.61

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LEGENDARY MEAT SNACKS HOT BEEF SUMMER SAUSAGE 5oz	2.61
Lil' Dutch Maid Duplex Creme Cookies	1.94
LIL' DUTCH MAID SALTINES	2.69
LIL' DUTCH MAID STRAWBERRY CREME COOKIES	2.28
LITTLE DEBBIE NUTTY BUDDY BAR 3OZ	4.40
LYNDEL DEAN'S FULLY COOKED SHREDDED CHICKEN BREAST	3.87
M & M PEANUT	1.23
MALTOMEAL FROSTED FLAKES	3.71
MALTOMEAL HONEY NUT SCOOTER'S	2.95
MALTOMEAL RAISIN BRAN	3.71
MAYVILLE CHEDDAR SQUEEZE CHEESE	3.00
Mrs. Freshley's Donut Sticks	3.57
MRS. FRESHLEY'S SWISS ROLLS 12 CT	3.03
NATURE VALLEY OATS & HONEY	0.60
NIAGRA PET BOTTLE WATER	0.27
NISSIN CHICKEN RAMEN	0.55
NISSIN CHILI RAMEN	0.55
NISSIN PICANTE BEEF RAMEN CLEAR	0.55
OLD FASHIONED GRATED ITALIAN BLEND CHEESE	2.20
OREO COOKIES ORIGINAL	3.27
POST HONEY BUNCHES OF OATS GRANOLA HONEY ROASTED	7.55
PRECOOKED LONG GRAIN WHITE RICE POUCH	1.09
ProMax Protein Bar	1.37
Ralston Foods Maple and Brown Sugar Instant Oatmeal	4.22
Ralston Instant Oatmeal	4.36
RED LICORICE VINES ORIGINAL TWISTS TRAYS	1.63
SAYULITA 8" FLOUR TORTILLA 10 CT	3.03
SAYULITA CANTINA STYLE TORTILLA CHIPS 12oz.	4.41
SIAM CHINESE PORK SAUSAGE	3.55

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SIAM SWEET & HOT ASIAN HOT SAUCE	2.26
SNICKERS	1.23
SNYDER'S HONEY MUSTARD & ONION PRETZEL PIECES	0.81
SPICE SUPREME GARLIC POWDER	1.65
SPICE SUPREME MINCED ONION	1.28
SRIRACHA HOT CHILI SAUCE	5.01
STAR SPANISH RIPE OLIVES MEDIUM PITTED (BLACK)	2.41
STOKELY'S CORN	1.11
STOKELY'S CUT GREEN BEANS CUP	1.42
STOKELY'S MIXED VEGETABLE CUP	1.43
SUN MAID DRIED FIGS	6.05
SUNKIST SUGAR FREE VITAMIN C TANGERINE LEMONADE MIX 6CT	1.85
SUNNY D ORANGE	0.95
SWISS MISS HOT COCOA MIX	3.36
TAMPICO SUGAR FREE MANGO SINGLES TO GO 6 CT	1.92
TAPA ROSA HOT SALSA	2.53
TEXAS TITO'S SLICED JALAPENOS	0.49
TOAST'EM POP-UPS FROSTED STRAWBERRY 6 PK	2.10
TOOTSIE ROLL POPS	0.16
TRAIL'S BEST ORIGINAL BEEF JERKY	6.70
VAN HOLTEN'S KOSHER DILL PICKLE POUCH IN JUICE	0.94
WYLER'S LIGHT ISLAND PUNCH GREEN TROPICAL DREAM 10 CT	1.54
WYLER'S LIGHT SUGAR FREE ICED TEA / LEMON SINGLES TO GO 8CT	1.30
WYLER'S LIGHT SUGAR FREE ISLAND PUNCH FRUITY RED PUNCH 10 CT	1.54
WYLER'S LIGHT SUGAR FREE ISLAND PUNCH PURPLE BERRY WAVE 10CT	1.54
WYLER'S SUGAR FREE LIGHT ISLAND PUNCH BLUE OCEAN BREEZE 10CT	1.54
<b>Cigarettes</b>	<b>PRICE</b>
Maverick Menthol	9.80
Maverick Regular	9.80