State of New Hampshire  
Department of Safety  
Division of State Police  
Forensic Laboratory Needs Assessment  

RFP DOS 2018-04

RFP ISSUED…………………………………………..………………………August 14, 2017  

NON-MANDATORY VENDOR CONFERENCE …………August 30, 2017 (9:00 AM)  

AT: NH Department of Safety  
Second Floor Conference Room  
33 Hazen Drive  
Concord, NH

STATE POINT of CONTACT...................... Kevin Connor  
NHSP-Contracts@dos.nh.gov

CONTRACT TYPE………………………………………………..………Firm Fixed Price

PROPOSALS DUE…………………………………………...September, 27, 2017 (2:00 PM)
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1. Introduction
The State of New Hampshire, Department of Safety is seeking proposals from qualified vendors to provide a Needs Assessment (architectural and engineering services) to assist the New Hampshire State Police Forensic Laboratory (NHSPFL) with developing a strategic master plan for securing new laboratory space that meets or exceeds the current and future technical needs to the NHSPFL. The Needs Assessment shall include all services necessary to assess and verify existing conditions at the NHSPFL, review and verify the operating requirements of the laboratory and survey the existing facility to aid in establishing criteria for a new or modified facility. The Needs Assessment will address projections concerning demographics, personnel, anticipated changes in technology, and possible changes in best practices in forensic science. The Successful Respondent will consider the NHSPFL’s vision, mission, service priorities; the individual spaces needed and detailed requirements of each space. Through the Needs Assessment, the Successful Respondent shall determine, evaluate and (if appropriate) recommend changes to the operational and programmatic space requirements for the NHSPFL. The Needs Assessment will also address possibilities for future expansion of physical space associated with enhancement and growth of forensic services and improvements in facilities and workspaces (compared to the existing facility).

The Needs Assessment Services will include an existing conditions survey, a recommended space program for existing and future needs, conceptual floor plans, and a cost estimate for the facilities recommended in the Needs Assessment. The Successful Respondent will need to gather any existing records or documents (e.g., record drawings) that indicate existing conditions. These documents will need to be verified by on-site inspection of the premises. The extent of this effort shall be as in-depth and as extensive as is required and necessary to support the Needs Assessment.

1.1. Background
The New Hampshire State Police Forensic Laboratory (NHSPFL) is the main provider of forensic laboratory services in New Hampshire. RSA 106-B:2-a states “The commissioner of the department of safety may establish, equip, and operate a forensic science laboratory with such expert assistants and such facilities as are necessary to support the investigatory, analytical, and enforcement functions of the state criminal, motor vehicle, hazardous waste, and other public safety laws.”

The NHSPFL routinely receives and analyzes evidence from over 200 city and town police departments, several state law enforcement agencies including the State Police, 10 county sheriff’s departments, numerous city and town fire departments, and, on occasion, federal law enforcement agencies conducting criminal investigations in the state. All of these services are being provided at no charge to any agency.

The Forensic Laboratory is nationally accredited by the Association of Crime Laboratory Directors – Laboratory Accreditation Board (ASCLD/LAB). The Forensic Laboratory is comprised of two main laboratory facilities – the Criminalistics Group and the Toxicology Group. Technical services currently offered by the Criminalistics Group include firearms/tool marks, latent impressions (finger/palm prints, footwear and tire track), serology, DNA, digital evidence, trace, and controlled substances examinations. Technical services currently offered by the Toxicology Group include blood and breath alcohol testing as well as the analysis of controlled substances in urine, blood and other biological samples. Staffing levels include a total of 50 criminalists, administration and support staff that have enabled the Forensic Laboratory to become a state-of-the-art facility with highly trained and experienced specialists in each discipline.
**FY2016 Case Submissions Requiring:**

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<th>Totals</th>
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<td>Drug Analysis</td>
<td>8,055</td>
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<tr>
<td>Serology</td>
<td>483</td>
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<tr>
<td>DNA</td>
<td>312</td>
</tr>
<tr>
<td>Fingerprints, Footwear, Tire tracks</td>
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<tr>
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<td>286</td>
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<td>Digital Evidence Analysis</td>
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<td>Breath Alcohol Analyzers</td>
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<tr>
<td>Urine Analysis</td>
<td>8,639</td>
</tr>
</tbody>
</table>

See Attachment G1 – Historical and Projected Case Submission Levels

The current Forensic Laboratory occupies approximately 20,000 square feet of laboratory and office space on the 3rd floor at the James H. Hayes Safety Building at 33 Hazen Drive in Concord, NH. Due to the increasing demands for service and volume of evidence, the current space is becoming inadequate. In 2013, recommendations from the National Institute for Justice specify 860 to 930 gross square feet per staff member, which would call for almost a doubling in size for an adequate laboratory facility.

The number of personnel assigned to the Forensic Laboratory has quadrupled since the Department of Safety building was first opened in 1976. There have been renovations and small expansions since that time; however the options for additional expansions are currently limited by significant HVAC needs of adding laboratory space to the existing building.

See Attachment G2 – Historical and Projected Staffing Levels

The typical case profile has changed the need for additional laboratory space. The DNA Testing Unit is a perfect example. In 1999, the DNA section was opened in our existing facility and the capacity barely meets the state’s current needs. Case demands by prosecutors and investigators are expected to increase significantly in the next 5-10 years. This projection is based on the fact that juries, prosecutors, and investigators have come to expect DNA testing in virtually all cases where biological residues are transferred. With the benefits of advanced sensitive DNA tests and CODIS, testing of unsolved cases without identified suspects often leads to resolution.
The intent of this RFP is for the consultant to consider, evaluate and make recommendations on how these projected future increases in case submissions and staffing levels will be accommodated.

2. Services, Requirements and Deliverables

2.1. Task 1 - On-Site Project Kick-Off Meeting

The objective of the Project Kick Off Meeting will be to identify the current facility shortcomings and characteristics allowing the Successful Respondent to develop early conceptual ideas and desirable potentials. The meeting will consist of a tour of the existing facility and interviews with all of the identified users of the facility, and a preliminary program developed from previous NHSPFL documentation which will serve as a preview of the space listing. The Successful Respondent will review circulation paths, material and evidence flows, frequency of use and critical adjacencies. This meeting will assist the Successful Respondent in encapsulating the NHSPFL's vision of new ways of working, workplace strategies and changes in the workforce. The Successful Respondent will propose ways in which physical environment can create a bridge between forensic disciplines. This will establish the baseline for the specific departmental programmatic needs of the facility.

2.1.1. Deliverable 1

Attendance by the vendor, and all proposed specialists, consultants and engineer is required. The Kick Off Meeting will serve to introduce the principal project resources (Successful Respondent and state), review the project scope, define information and materials required to be exchanged by the parties and confirm next steps. At the completion of this meeting, the Successful Respondent shall prepare minutes of the meeting and define estimated work effort and timeline (herein called the Work Plan) to execute the entire contract Tasks and Deliverables. The Work Plan shall detail anticipated on-site activities including scope, duration and required State resources.

2.2. Task 2 - Existing Facility & Program Assessment

One of the early critical steps in planning and conceptualizing a proposed plan is to assess and understand existing conditions. The Successful Respondent shall interview key lab management staff, review existing documentation as it exists for both the facility and the site to use a baseline for projecting future space (spatial), systems and equipment need, and evaluating the observable conditions. This evaluation shall assist the Successful Respondent to evaluate the pros and cons of the final recommendation regarding the recommended approach for pursuing a renovation in place, building addition or new free standing solution. In addition to collecting CAD drawings, organization charts and workflow information the Successful Respondent will receive a tour of all areas occupied and unoccupied including the basement and roof areas of the existing facility. The Successful Respondent will physically review existing conditions accompanied by our facilities staff and will review critical components of the building systems. As a part of the process a photo inventory of existing conditions will identify and document existing conditions.

Field notes and mark-ups on existing plans will be organized and transferred to a new set of CAD drawings including:

a. Architectural base plans showing the existing location of all permanent structural and interior architectural elements
b. HVAC plans showing major vertical and horizontal air and piped distribution and all major equipment to remain
c. Plumbing drawings showing existing risers and plumbing equipment to remain

d. Fire Protection drawings showing existing risers, areas of existing coverage areas
   and equipment to remain

e. Electrical riser diagram and plans showing major equipment to remain

Information to be provided to the Successful Respondent from the owner will include:

a. Existing CAD drawings and specifications of the entire laboratory
b. Architectural, Mechanical, Electrical, Plumbing, Fire Protection plans

c. Utility rate information

d. Previous reports and deficiencies

2.2.1. Deliverable 2

The Successful Respondent will review the existing conditions of the site and facility and
 develop a comprehensive report of their findings including evaluation of mitigation
 strategies and recommendations. This information will provide a basis for decision making
 during the spatial and programming planning phases of the project.

2.3. Task 3 - Spatial & Operational Program Plan

The Successful Respondent will begin developing a listing of the spaces by program area (lab
 section) to be incorporated into the new facility. A written spatial and program workbook shall
 be developed for each lab section and with each of the groups for discussion. There should be
 a focus on both square footage and on workflow, system and equipment requirements for the
 new laboratory.

2.3.1. Deliverable 3

At the completion of this meeting, the Successful Respondent will revise the spatial and
 program workbook to incorporate the discussions and decisions reached with the user
 groups (lab areas) and Lab Director. Additionally the Successful Respondent shall
 prepare preliminary spatial blocking & stacking diagrams and building systems narratives.
 The workbook, spatial & stacking diagrams and building systems narratives shall be
 delivered to the State in written form. A presentation / walk-through of these may be
 required by the State. If so, a WebEx or similar solution shall be acceptable. The
 Successful Respondent shall be responsible for meeting minutes from the presentation.

2.4. Task 4 - On-site Preliminary Design Presentation

The second on-site presentation will consist of endorsement of the proposed design approach
 and design option(s). The options shall include, construction of a new free-standing facility,
 construction of an attached facility; renovation in place or a combination of options. A
 review of the revised spatial and program workbook shall also be presented as well as site
 diagrams, blocking & stacking diagrams, equipment and systems schedules and conceptual
 floor plans will be presented and discussed. Any revisions or modifications to these items
 identified during these final meetings will be incorporated in the administrative draft of the
 feasibility report.

2.4.1. Deliverable 4

At the conclusion of the final meetings, the Successful Respondent will begin
 preparation of the final feasibility report for review by the NHSPFL. The feasibility report
 shall include a narrative of the review, analysis of design options and the rational for
 their design recommendation. Workshop activities and any other meetings during this
stage will be documented in meeting minutes prepared by the Successful Respondent. The final document itself will include a site analysis, blocking & stacking diagrams highlighting essential program adjacencies, a program spreadsheet outlining net and gross square footage and individual space criteria affecting design, a preliminary code summary, building systems narratives, site analysis with recommendation criteria, a rendering of the proposed new building, and a cost estimate.

2.5. Task 5 - Cost Modeling

During the feasibility study and conceptual programming the Successful Respondent should develop a high level cost opinion. As soon as practical, the Successful Respondent should initiate a conceptual cost opinion so an early benchmark is established with current market knowledge. This early cost check allows the Successful Respondent to understand an order of magnitude cost that reflects an early understanding of the program and project. Once all information has been gathered and the Successful Respondent’s preliminary program has been vetted with the State, the Successful Respondent shall develop a conceptual construction cost estimate that incorporates current understanding of the market and carries appropriate contingencies for escalation, development of the design, variations in construction and assumptions for soft costs which will be developed in conjunction with NHSPFL. This stage will conclude with a meeting to present and discuss the Successful Respondent’s findings so initial ambiguities may be clarified and additional information may be provided where required.

2.5.1. Deliverable 5

Probable cost estimate shall include: (1) all engineering and consultant costs associated with the design, construction and commissioning of the building and all equipment and systems; (2) construction costs including demolition, hazardous waste mitigation and site cost assumptions; (3) specialty laboratory equipment and systems; (4) security and monitoring systems including access control, intrusion alarms, CCTV, thermal monitoring, and other specialty systems or components; (5) Furniture, Fixtures and Equipment (softcost) budget. The cost model must also include an operational cost estimate including on-going support and maintenance costs for mechanical and specialty equipment and systems. If deemed appropriate by the State, the Successful Respondent may be requested to meet with the State to review the costs proposals in detail and value engineer solutions and costs to adhere to the State’s programmatic and fiscal requirements and constraints. The Successful Respondent shall be required to update the Cost Modeling and resubmit within 10 business days of the submittal of the original cost model.

2.6. Task 6 - Feasibility Study & Preliminary Recommendations

Upon completion of the administrative draft, the Successful Respondent shall submit the required copies for review. NHSPFL will prepare review comments for incorporation into the final draft. The Successful Respondent will prepare a final draft for review by the NHSPFL. The Successful Respondent will receive review comments for incorporation into the final feasibility document.

2.6.1. Deliverable 6

Written report. Report shall include the final site diagrams, blocking & stacking diagrams, equipment and systems schedules and conceptual floor plans and an Executive Summary of Special Requirement for Plumbing, Mechanical, Electrical, Structural and Unique Features.
2.7. **Task 7 - On-site Final Report & Recommendations**

Prepare and present Final Report and Recommendations based on all of the above accepted final Deliverables and in accordance with the best practices as defined by the requirements of the Association of Crime Laboratory Directors / Laboratory Accreditation Board (ASCLD/LAB). The final report including all work products presented and approved in Deliverable 6 shall be presented to the Department within 10-12 weeks after the initial kick-off meeting.

2.7.1. **Deliverable 7**

Successful Respondent shall present Final Report in-person to the Department. It is recommended that the Successful Respondent and all specialists, consultants, engineers, and principal contributors attend the presentation. The presentation shall allow for questions and answers. If at the conclusion of the presentation, material issues have been identified, the Department may request the Successful Respondent to update / revise the Final Report to conform to the direction of the discussions at the presentation. Such updated final report shall be presented to the Department no later than 10 business days from the date of the presentation.

2.8. **Specific Bidder’s Qualifications**

Familiarity with the following codes and standards is required and must be demonstrated:

- a. ISO 17025 and Association of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLS/LAB) standards; and
- b. Building, Health and Safety Codes; and
- c. Laboratory and Science Technologies; and
- d. Physical Plan Security; and
- e. National and Regional Crime Trends

2.9. **Contract Award**

The State plans to execute a Firm Fixed Price (FFP) Contract as a result of this RFP. The award shall be based upon criteria, standards, and weighting identified in this RFP. The State also reserves the right, at its discretion, to award a Contract by item, part, or portion of an item, group of items, or total Proposal.

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 obtaining approval of the Contract by Governor and Executive Council of the State of New Hampshire.

2.10. **Contract Term**

The Vendor shall be fully prepared to commence work two (2) weeks after approval by Governor and Executive Council of the State of New Hampshire.

The State does not require the Vendor to commence work prior to the Effective Date; however, if the Vendor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Vendor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.
2.11. Contract Negotiations and Unsuccessful Bidder 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-I:13-a, no information shall be available to the public, the members of the general court or its staff, notwithstanding the provisions of RSA 91-A:4, 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.

2.12. Subcontractors

a. Any contract resulting from this RFP shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other contractor without prior written approval by the State.

b. If subcontractors are to be used, the contractor must clearly explain their participation.

c. If subcontractors are to be used, please include information regarding the proposed subcontractors including the name of the company, their address, contact person and three (3) references for clients they are currently servicing.

d. The contractor shall be directly responsible for any subcontractor’s performance and work quality when used by the contractor to carry out the scope of the job.

e. Subcontractors must abide by all terms and conditions under this contract.
3. Schedule of Events
The following table provides the Schedule of Events for this RFP.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP released to Vendors (on or about)</td>
<td>August 14, 2017</td>
<td></td>
</tr>
<tr>
<td>Vendor Inquiry Period begins (on or about)</td>
<td>August 14, 2017</td>
<td></td>
</tr>
<tr>
<td>Notification to the State of the number of representatives attending the Optional Vendor Conference. Names and Titles of representatives to be provided as part of the notification of attendance.</td>
<td>August 21, 2017</td>
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<tr>
<td>Bidder’s Conference and Tour of Existing Laboratory Operations</td>
<td>August 30, 2017</td>
<td>9:00 AM</td>
</tr>
<tr>
<td>Vendor Inquiry Period ends (final inquiries due)</td>
<td>September 8, 2017</td>
<td>4:00 PM</td>
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<tr>
<td>Final State responses to Vendor inquiries</td>
<td>September 15, 2017</td>
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<tr>
<td>Final date for Proposal submission</td>
<td>September 27, 2017</td>
<td>2:00 PM</td>
</tr>
<tr>
<td>Release of Invitations for oral interviews and product demonstrations.</td>
<td>October 3, 2017</td>
<td></td>
</tr>
<tr>
<td>Vendor interviews/ product presentations/discussion sessions.</td>
<td>Target Week of October 16th, 2017</td>
<td></td>
</tr>
<tr>
<td>Finalize contract negotiations</td>
<td>Target Week of October 30th, 2017</td>
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</tbody>
</table>
3.1. Bidder’s Conference and Tour of Existing Laboratory Operations:
Prior to bidding, there will be a Bidder’s Conference for the vendor to become thoroughly familiar with the physical location and condition of the existing laboratory operations.

The bidder’s conference will take place on Wednesday August 30, 2017 at 9:00 am (est) at the following location:

NH Department of Safety
Division of State Police
Forensic Laboratory
33 Hazen Drive
Concord, NH 03305

4. Instructions:
4.1. Proposal Submission, Deadline, and Location Instructions
Proposals submitted in response to this RFP must be received by the Department of Safety, no later than the time and date specified in the Schedule of Events.

Proposals must be addressed to:
NH Department of Safety
Division of State Police
Bureau of Business and Project Administration
33 Hazen Drive, Room 210
Concord, NH 03305

Cartons containing proposals must be clearly marked as follows:

State of New Hampshire
Department of Safety
Response to: NHSPFL Needs Assessment
RFP DOS 2018-04

Late submissions will not be accepted and will remain unopened. Delivery of the proposals shall be at the vendor’s expense. The time of receipt shall be considered when a proposal has been officially documented by the Department of Safety, in accordance with its established policies, as having been received at the location designated above. The Department of Safety accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be at the vendor’s responsibility.

Vendors are permitted to submit only one (1) proposal in response to this RFP; however, multiple Candidates may be presented within one (1) proposal.

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

a. One (1) original and five (5) clearly identified copies of the proposal, including all required attachments, following the requirements set out below;

b. One (1) copy of the State of NH Proposal Transmittal Letter (Attachment G4) shall be signed by an official authorized to legally bind the vendor and shall be marked “ORIGINAL”; and

c. One (1) electronic copy on USB Drive in MS Word or PDF format
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.

4.2. **Proposal Inquiries**

All inquiries concerning this RFP, including not but limited to, requests for clarifications, questions and any changes to the RFP, shall be emailed, citing the RFP title, RFP number, page, section, and paragraph and submitted to the NH Department of Safety referencing the RFP point of contact:

   **Email:** [NHSP-Contracts@DOS.NH.GOV](mailto:NHSP-Contracts@DOS.NH.GOV)

Vendors are encouraged to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt.

Inquiries must be received by the State’s RFP Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see Schedule of Events). Inquiries received later the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events; however, this date may be subject to change at the State’s discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend the RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

4.3. **Restriction of Contact with State Employees**

From the date of release of this RFP until an award is made and announced regarding the selection of a vendor, all communication and personnel employed by or under Contract with the State regarding this RFP is forbidden unless first approved by the RFP Point of Contact listed above. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any vendor during the selection process, unless otherwise authorized by the RFP Point of Contact.

4.4. **Alteration of RFP**

The original RFP document is on file with the State of New Hampshire, Department of Safety. 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.

4.5. **RFP Addendum**

The State reserves the right to amend this RFP at its discretion, prior to the proposal submission deadline. In the event of an addendum to this RFP, the State, at its sole discretion, may extend the proposal submission deadline, as it deems appropriate.

4.6. **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.
4.7. **Validity of Proposal**

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of proposals (see Schedule of Events) or until the effective date of any resulting contract, whichever is later.

4.8. **Property of the State**

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

4.9. **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.

4.10. **Public Disclosure**

Subject to applicable law or regulations, the content of each vendor’s proposal shall become public information upon effective date of any resulting contract.

4.11. **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.

4.12. **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.

4.13. **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 the contract.


The State reserves the right to require vendors to make available for oral presentations/interviews the consultants proposed. Any and all costs associated with oral presentations/interviews shall be borne entirely by the vendor.

4.15. **Required Contract Terms and Conditions**

By submitting a proposal, the vendor agrees that the State of New Hampshire Terms and Conditions, contained in Attachment G6, 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.
4.16. Proposal Format

Proposals should follow the following format:

- A proposal should be provided in a three-ring binder;
- A proposal should be printed on white paper with dimensions of 8-1/2 inches by 11 inches with right and left margins of one (1) inch;
- A proposal should use Times New Roman font with a size eleven (11);
- Each page of a proposal must include a page number and the number of total pages and identification of the vendor in the page footer; and
- Tabs should separate each section of the proposal.

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.

4.17. 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
- Section IV: Corporate Qualifications
- Section V: Qualifications of Consultant Staff
- Section VI: Cost Proposal
- Section VII: Narrative Topics
- Section VIII: Copy of the RFP and any signed Addenda in the original proposal only.

4.18. Proposal Content

4.18.1. Cover Page

The first page of the vendor's proposal must be a cover page containing the following text:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
RESPONSE TO: NHSPFL Needs Assessment
RFP DOS 2018-04

The cover page must also include the vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number and email address.

4.18.2. Transmittal Form Letter - Attachment G4

The vendor must submit a signed State of NH Proposal Transmittal 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 will result in a proposal being rejected.

4.18.3. 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 above in 4.16 Proposal Organization, but should provide detail, e.g., numbering, level of detail.
4.18.4. 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 Standards for Describing Vendor Qualifications (Attachment G5). Vendors are encouraged to highlight those factors that they believe distinguish their proposal.

4.18.5. Section II: Glossary of Terms and Abbreviations
The vendor must provide a glossary of terms, acronyms, and abbreviations used in its proposal.

4.18.6. Section III: Responses to Requirements and Deliverables
Requirements are provided in Section 2, Services, Requirements and Deliverables for this RFP. Requirements provide a framework for the Deliverables that the State is seeking in this RFP document.

Using Attachment G3 Bid Offer, the vendor must document the ability to meet the requirements and deliverables of this RFP.

4.18.7. Section IV: Corporate Qualifications
Section IV should provide corporate qualifications of all firms proposed to participate in the Project. Specific information to be provided is described in Standards for Describing Vendor Qualifications (Attachment G5).

4.18.8. Section V: Qualifications of Consultant Staff
To evaluate qualifications of consultant staff, the State shall consider the experience and qualifications of candidates proposed. Section V must be used to provide this required information. Specific information to be provided is described in Standards for Describing Vendor Qualifications (Attachment G5).

4.18.9. Section VI: Cost Proposal
The cost proposal must include the following:

a. A deliverable payment prepared using the format provided in Attachment G4 and any discussion necessary to ensure understanding of data provided; and

b. A future vendor rates pricing worksheet prepared using the format provided in Attachment G4 and any discussion necessary to ensure understanding of data provided.

4.18.10. Section VII: Narrative Topics
The proposal must include a narrative response to the questions posed in this section. See Attachment G8.

4.18.11. Section VIII: Copy of the RFP and any signed Addenda
These documents must be included in the original proposal.
5. Proposal Evaluation Process

5.1. Scoring Proposals

Each proposal shall be evaluated and considered with regard to services proposed, qualifications of the vendor and any subcontractors, experience and qualifications of proposed candidates and cost.

The State shall issue intent to award notice to a vendor based on these evaluations. Should the state be unable to reach an agreement with the 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 shall use a scoring scale of 100 points, which shall be applied to the solution as a whole. A maximum of 60 points will be awarded for the Technical Proposal and a maximum of 40 points will be awarded for the Price Proposal. Points will be distributed among multiple factors:

<table>
<thead>
<tr>
<th>TECHNICAL PROPOSAL</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Approach to complete the tasks involved in the Scope of Services</td>
<td>10</td>
</tr>
<tr>
<td>• Qualifications of the project team members</td>
<td>10</td>
</tr>
<tr>
<td>• Professional experience for similar forensic laboratory project of similar type and scale</td>
<td>20</td>
</tr>
<tr>
<td>• Presentation / Interview*</td>
<td>20</td>
</tr>
<tr>
<td><strong>Maximum Technical Proposal Point</strong></td>
<td>60</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRICE PROPOSAL</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Cost proposals</td>
<td>40</td>
</tr>
<tr>
<td><strong>Maximum Price Proposal Points</strong></td>
<td>40</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL MAXIMUM PROPOSAL</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Technical + Maximum Price Points</td>
<td>100</td>
</tr>
</tbody>
</table>

*Demonstration of the project understanding and organizational approach; Communication and coherency of the project team members; Demonstration of the ability to address complex problems productively and work with NHSP team.

5.2. Rights of the State in Evaluating Proposals

The State reserves the right to:

a. Consider any source of information in evaluating proposals;
b. Omit any planned evaluation step if, in the State’s view, the step is not needed;
c. At its sole discretion, reject any and all proposals at any time; and
d. 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.
5.3. **Planned Evaluation**

The State plans to use the following process:

a. Initial screening;
b. Preliminary scoring of the proposals and reference checks;
c. Oral interviews/presentations;
d. Best and final offer (BAFO), if appropriate; and
e. Final evaluation

5.4. **Initial Screening**

The State shall conduct an initial screening step to verify vendor compliance with submission requirements and to confirm that the proposal satisfied the following:

a. The proposal is date and time stamped before the deadline;
b. The vendor has sent the proper number of copies;
c. The original version of the proposal is marked “ORIGINAL” and the copies are marked “COPY”;
d. The original proposal includes a signed State of NH Proposal Transmittal Letter (Attachment G4) accepting all terms and conditions of the RFP without exception; and
e. The proposed solution meets the requirements as specified in the RFP.

A proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

5.5. **Preliminary Scoring Proposals and Reference Checks**

The State shall establish an evaluation team to initially score proposals and conduct reference checks.

5.6. **Oral Interviews/Presentations**

Preliminary scores from the initial evaluation of the proposals shall be used to select vendors to invite to oral interviews/presentations.

The purpose of the oral interviews/presentations is to clarify and expound upon information provided in the written proposals. For each invited vendor, the oral interview/presentation shall be no longer than two (2) hours in length. A highly structured agenda shall be used for oral interviews/presentations to ensure standard coverage of each invited vendor. Information gained from oral interviews/presentations shall be used to refine scores assigned from the initial review of the proposals.

5.7. **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.

5.8. **Final Evaluation**

The State shall conduct final evaluations as a culmination of the entire process of reviewing vendor’s proposals and information gathering.
6. General Contract Requirements

6.1. State of New Hampshire Terms and Conditions and Contract Requirements

The contract requirements set forth in this section shall constitute the basis for any contract resulting from this RFP.

6.2. 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 located Attachment G6. 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 shall consider the vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all changes resulting from any contract.

6.3. Project Budget/Price Limitation

The State has funds budgeted for this project, subject Governor and Council approval.

6.4. State Contracts

The State of New Hampshire intends to use, whenever possible, existing statewide contracts, if required, during the period of staff augmentation.

6.5. Vendor Staff

The consultant selected in response to this RFP will consist of qualified architects, mechanical engineers, security personnel, electrical engineers, and other professionals (programmer, cost consultant, space planner, etc.) responsible for providing comprehensive architectural and engineering services throughout the project.

In the proposal, the vendor shall assign and identify proposed consultant staff in accordance with the schedule

Any changes to the vendor’s consultant staff shall require the prior written justification submitted by the vendor and prior written approval of the State. State approvals for changes in the vendor’s consultant staff will not be unreasonably withheld. Replacement consultant staff shall have comparable or greater skills with regard to performance of the work as the staff being replaced and subject to the provisions of this RFP and any resulting contract.

Notwithstanding any provision in this RFP, or any resulting contract to the contrary, the State shall have the option to terminate the contract, at its discretion, if the State is dissatisfied with any of the proposed consultants.

The State reserves the right to require removal or reassignment of the vendor’s consultant staff found unacceptable to the State.

The State may conduct reference and background checks on the vendor consultant staff. The State reserves the right to reject the vendor’s consultant staff as a result of such reference checks.
6.6. **Subcontractors**

The vendor may employ subcontractors to deliver required services subject to the terms and conditions of this RFP, including but not limited to, Attachment G6 (P-37). 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 changes resulting from any contract.

6.7. **Warranty Services**

The vendor shall warrant that all services to be provided under the contract shall be provided expeditiously and in a professional manner consistent with generally accepted industry standards and in accordance with the RFP, and that all services will comply with Attachment G6 (P-37).

6.8. **Personnel**

The vendor shall warrant 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.

6.9. **Non-Infringement**

The vendor shall warrant that it has good title to, or the right to allow the State to use, all services, and equipment provided under the resulting contract, and that such services and equipment 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.

6.10. **Warranty Period**

The vendor shall warrant all services and personnel, engaged under contract as a result of the RFP, for the duration of the contract period. The warranty for non-infringement shall survive the conclusion of the contract and any extensions.

6.11. **Administrative Specifications**

6.11.1. **Travel Expenses**

The vendor shall assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotels, airfare, car rentals, car mileage, and out-of-pocket expenses.

6.11.2. **Shipping and Delivery Fee Exemption**

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

6.11.3. **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.
6.11.4. **State Owned Documents and Copyright Privileges**

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.

6.11.5. **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.

6.11.6. **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, blockouts, 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.

6.11.7. **Confidential Information**

In performing its obligations under the contract, the vendor may gain access to information of the State, including "State Confidential Information". "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A, and 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, unless otherwise permitted 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 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; (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.

Any disclosure of the State’s Confidential 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 subpoena or other legal process at no additional cost to the State.
In the event of unauthorized release of the State’s Confidential Information, the vendor shall immediately notify the State, and the State shall immediately 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 being subject to the Right to Know law, RSA Chapter 91-

The State shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations including but not limited to, New Hampshire 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. 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. At the request of the State, the vendor shall cooperate and assist the State with 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 section 6.11.7. Confidential Information shall survive termination or contract conclusion.

6.11.8. 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.

6.11.9. 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. Any attempted transfer; assignment, delegation, or other transfer made without the State’s prior written consent shall be null and void.

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 not relieve the vendor of any of its obligations under the contract; nor affect any remedies available to the State against the vendor that may arise from any event of default; and 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 changes resulting from the contract. 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.

Notwithstanding the foregoing, nothing herein shall prohibit the vendor from assigning the
contract to the successor of all or substantially all of the assets of the business of the vendor provided that the successor fully assumes in writing all obligations and responsibilities under the contract. In the event that the vendor should change ownership, the State shall have the option of continuing under the contract with the vendor, its successor or assigns for the full remaining term of the contract; continuing under the contract with the vendor, or its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the contract without liability to the vendor, its successors or assigns.

6.11.10. **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 may only be brought in the State of New Hampshire, Merrimack County Superior Court.

6.12. **Pricing**

6.12.1. **Invoicing**

The vendor shall submit invoices within one week of the State’s Acceptance of the Deliverable(s) as permitted by the contract and the terms listed herein. All invoices shall be subject to the State’s prior written approval, which shall not be unreasonably withheld.

The vendor shall only submit invoices for the services as permitted by the contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each service and identification of the service for which payment is sought.

Upon acceptance of a properly documented invoice, the State will pay the invoice within thirty (30) days of invoice issuance. Invoices will not be backdated and shall be promptly dispatched.

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify the vendor of the alleged error prior to the due date of such payment. The State and the vendor agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to the vendor. The State shall promptly pay upon resolution of such dispute or within such fifteen (15) day period of an agreed-upon amount, whichever is later, and no late charges shall apply to that amount or the originally invoiced amount.

6.12.2. **Overpayments to the Vendor**

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

6.12.3. **Credits**

The State may apply credits due to the State, arising out of the contract, against the vendor’s invoices with appropriate information attached.

6.12.4. **Retention and Access Requirements**

The vendor shall agree to the conditions of all applicable state 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).

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.
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. During the term of this contract, access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by 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.

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.

6.12.5. 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.
6.13. 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 right(s), 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.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiations for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

6.13.1. Dispute Resolution Responsibility and Schedule Table

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>THE STATE</th>
<th>CUMULATIVE ALLOTTED TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary</td>
<td>TBD</td>
<td>Tim Pifer, NHSPFL Director</td>
</tr>
<tr>
<td>First</td>
<td>TBD</td>
<td>Kevin Connor, Project &amp; Business Administrator</td>
</tr>
<tr>
<td>Second</td>
<td>TBD</td>
<td>Colonel Wagner</td>
</tr>
<tr>
<td>Third</td>
<td>TBD</td>
<td>Assistant Commissioner Bailey</td>
</tr>
<tr>
<td>Fourth</td>
<td>TBD</td>
<td>Commissioner Barthelmes</td>
</tr>
</tbody>
</table>

The allotted time for the first level negotiations shall begin on the date the Invoking Party’s notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party’s notice is received by the other party.

Attachments included in this RFP are as follows:

Attachment - G1 - Case Submissions
Attachment - G2 - NHSPFL Staffing Levels
Attachment - G3 -Bid Offer
Attachment - G4 - State of NH Proposal Transmittal Letter and Vendor Info
Attachment - G5 - Standards for Describing Vendor Qualifications
Attachment - G6 - P-37
Attachment - G7 - Certificates
Attachment - G8 - Narrative Topics