



REQUEST FOR PROPOSAL

RFP 2021-02-LAND

PROFESSIONAL LANDSCAPING MAINTENANCE SERVICES

March 12, 2021

Issued by:



**New Hampshire
Liquor Commission
50 Storrs Street
Concord, NH 03301**

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TABLE 1: SCHEDULE

The following table sets forth the Schedule for this Request for Proposal (“RFP”). The Schedule is subject to change at the sole discretion of the New Hampshire Liquor Commission (“NHLC”). Any changes will be posted on the NHLC official website, https://www.nh.gov/liquor/public_notices.shtml. Proposers are responsible for checking the website for any schedule changes.

<u>Event</u>	<u>Responsibility</u>	<u>Date</u>
Request for Proposals Issued	NHLC	Friday, March 12, 2021
Deadline to Submit Inquiries By Electronic mail to NHLC Issuing Officer	Potential Respondents	Friday, March 19, 2021 at 2:00 p.m.
Anticipated Response Date to Inquiries	NHLC	Friday, March 26, 2021
Mandatory Site Visit	Potential Respondents	Monday, March 29, 2021
Deadline for Submission of Sealed Proposals: NH Liquor Commission ATTN: Janet Donnelly, RFP 2021-02 50 Storrs Street Concord, NH 03301	Proposers	Friday, April 9, 2021 at 2:00 p.m.

PART I - GENERAL INFORMATION FOR PROPOSERS

1. PURPOSE

The New Hampshire Liquor Commission (“NHLC” or “State”) seeks to procure professional landscaping maintenance services at two locations: NHLC’s Headquarters, located at 50 Storrs Street, Concord, New Hampshire; and Store 69, located at 25 Coliseum Avenue, Nashua, New Hampshire. The NHLC is issuing this Request for Proposals (RFP) to solicit and evaluate proposals from interested companies with the goal of contracting with one selected Contractor (“Contractor” or “Proposer”).

2. ISSUING OFFICE

The Issuing Officer responsible for managing this RFP and the sole point of contact is:

Ms. Janet Donnelly, Paralegal
NH Liquor Commission,
50 Storrs Street
Concord, NH, 03301
(email: janet.donnelly@liquor.nh.gov)

All inquiries regarding this RFP must be submitted electronically to the Issuing Officer.

3. SCOPE

This RFP contains instructions governing the required content of proposals, terms governing this procurement process, a description of the services sought by the NHLC, requirements that a proposer must satisfy to be eligible for consideration, evaluation criteria, standard contract terms and conditions, and other requirements that must be satisfied in each proposal.

4. PROJECT DELIVERABLES

The successful Contractor is expected to provide the following services at two (2) locations—NHLC’s Headquarters, 50 Storrs Street, Concord, NH 03301 and Store 69, 25 Coliseum Avenue, Nashua, NH 03063:

1. Grass Cutting/Trimming:

- a. All turf areas shall be mowed once per week from April 1st through October 31st.
- b. Lawn areas are mowed at no less than three (3) inches in height.
- c. Clippings may be left on the lawn, so long as no readily visible clumps remain on the grass surface 24-hours after mowing. Otherwise, clippings will be collected and removed by the Contractor.
- d. All sidewalks, fences, parking lots, and other surfaced areas bordered by grass, buildings adjacent to turf, trees, plant rings, and flower beds will be edged with every mowing.

- e. Line trimming will be used around trees and shrubs with extra care being given to minimize injury to the bark of plants and trees.
 - f. Contractor will clean up all clippings from sidewalks, parking lots, and roadways immediately after mowing and/or edging.
2. **Seeding:**
- a. Any bald turf areas shall be free from dead leaves, grass, or debris.
 - b. Remove and discard any poor grass or weeds within the area.
 - c. Rake out bald areas until smooth and no big clumps are in soil.
 - d. Provide a thin layer of quality seeds on the bald area, raking the seeds gently into the topsoil or compost.
 - e. Cover the repaired area with straw or like material to hold in moisture and protect seeds from birds.
 - f. Water seeds daily until germination have taken place.
3. **Loam:**
- a. Loam shall be applied on an as needed basis and by the direction of the Contracting Officer of the NHLC.
4. **Pruning:**
- a. Shrubs will be pruned, by hand, as needed, to ensure proper informal shape, fullness, and bloom. Electronic and/or gasoline powered shears can be used in pruning.
 - b. Tree pruning will be done at least once per year and is limited to branches below twenty (20) feet in height.
 - c. Branches will be pruned just outside the brand collar.
 - d. Pruning paint will not be applied.
 - e. Sucker growth will be removed by hand from the base of trees. No herbicides will be used.
 - f. Shrubs and vines must be trimmed as needed to permit unobstructed passage to customers or vehicles.
 - g. Trimming near vehicular entry or exits shall be carried out to prevent sight restrictions.
 - h. No trees under utility lines will be pruned.
 - i. No pruning will be done during or immediately following growth flushes.
 - j. Contractor will remove all litter.
5. **Mulching:**
- a. All mulched areas shall be replenished once a year during the spring months (April-May).
 - b. The bark mulch must maintain a depth of no less than three (3) inches.

- c. The cost of the bark mulch will be agreed upon prior to such service being rendered.
 - d. All curb, roadway, and bed line edges will be trenched to help contain the applied mulch.
6. **Weeding:**
- a. All weeds shall be removed, including stores with flowerbeds.
7. **Raking/Leaf Removal:**
- a. All leaves and fallen twigs, branches, and limbs shall be raked and removed during the course of a normal season and additionally after a major (rain) or heavy wind storm.
 - b. All leaves and fallen twigs, branches, and limbs shall be removed from the premise by the end of the landscaping season in November.
 - c. All labor, tools, transportation, disposal costs, materials, and equipment relative to leaf removal shall be the responsibility of the Contractor.
8. **Additional Services for Nashua Store #69:**
- a. No later than November, the Contractor shall cut all growth in the retention pond located at the rear of the building adjacent to the loading docks, an area of approximately 60 feet by 30 feet.
 - b. Contractor shall maintain the growth in the retention pond at a height of no more than three (3) inches throughout the term of the Agreement in accordance with section 4, 1 (Grass Cutting/Trimming).
9. **Additional Requirements**
- a. Any major projects or services required above and beyond those set forth above in an amount over \$250.00 will require a written estimate. The Contractor shall provide the written estimate at no charge, and obtain approval from the Contract Officer before any work is performed.
 - b. The Contractor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the work in the time specified.
 - c. The Contractor shall perform all work according to the best practices and standards of the trade and in accordance with the local, state, and federal codes.
 - d. The Contractor shall complete work to the satisfaction of the NHLC and in accordance with the specifications and price mentioned herein.
 - e. Normal Working Hours: Normal hours are considered to be 7:00 AM to 5:00 PM, Monday through Friday. The Contractor or its staff shall perform the landscaping maintenance services within these hours unless special arrangements are made to work outside those hours. All work shall be performed in such a manner as not to inconvenience building occupants.
The Contractor shall perform landscaping maintenance services so as to interfere as

little as possible with NHLC business.

- f. The Contractor shall take all responsibility for work under this contract, for the protection of the work, which includes, but is not limited to preventing injuries to persons, damage to property and utilities. The Contractor shall in no way be relieved of its responsibility by any right of the NHLC to give permission or issue orders relating to any part of the work, or by any such permission given on orders issued, or by failure of the NHLC to give such permission or issue such orders.
- g. The Contractor shall bear all losses on account of the amount or character of the work performed or because the nature in which the work performed is different from what was estimated or expected, or on account of the weather, elements, or other causes.
- h. The NHLC shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure by the Contractor to proceed promptly with the necessary corrections, the NHLC may withhold any monetary amount necessary to correct all defective work or damages from payments to the Contractor.
- i. The Contractor's employees shall consist of qualified technicians who are completely familiar with the products and equipment they shall use. The Contract Officer may require the Contractor to dismiss such employees as they deem incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the NHLC contract is deemed to be contrary to the public interest or inconsistent with the best interest of security.
- j. The NHLC may require that the Contractor provide security clearance and background checks for any Contractor representative working at any NHLC location.
- k. Contractor shall provide photo identification badges for all their employees. The employees or representatives shall wear photo identification badges when working at any NHLC location.
- l. The Contractor or their employees shall not represent themselves as employees or agents of the NHLC.
- m. While on NHLC property, Contractor's employees shall be subject to control of the State, but under no circumstances shall such staff be deemed to be employees of the State or NHLC.
- n. The Contractor and their employees shall observe all regulations or special restrictions in effect at the location being serviced.
- o. The Contractor and their employees shall perform all work in such a manner as not to inconvenience building occupants. The Contractor shall determine the NHLC's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- p. The Contractor and their employees shall be allowed only in areas where work is being

performed. The use of state telephones is prohibited.

- q. Any Contract resulting from this RFP shall not, in whole or in part, be subcontracted, assigned, or otherwise transferred to any other Contractor without prior written approval by the NHLC. In the event the NHLC approves the use of a subcontractor, the Contractor shall be directly responsible for subcontractor's performance and work quality. Subcontractors must abide by all terms and conditions under this RFP and any resulting contract.

PART II - RFP TERMS AND INSTRUCTIONS

1. TYPE OF CONTRACT

Any contract resulting from this RFP shall be structured as a not-to-exceed contract.

2. RFP INQUIRIES AND RESPONSES

A. Inquiry Submission

All inquiries concerning this RFP, including requests for clarifications, requests for changes to the RFP, or exceptions to New Hampshire Form P-37, which is attached to this RFP as Appendix A, shall be submitted via email to Janet.Donnely@liquor.nh.gov, who shall be the Issuing Officer and single point of contact for this RFP. Proposers shall not contact the Issuing Officer by phone. Proposers shall not contact the issuing officer after the close of the proposal inquiry period. **All inquiries must be received by the RFP Issuing Officer no later than 2:00 p.m. on Friday, March 19, 2020.** Inquiries received after the Proposer Inquiry Period shall not be considered properly submitted and may not be answered.

The NHLC intends to issue official responses to properly-submitted inquiries on or before the date specified in the Schedule; however, this date is subject to change at the NHLC's discretion. The NHLC may consolidate or paraphrase inquiries for efficiency and clarity. The NHLC may amend this RFP on its own initiative or in response to issues raised by inquiries. Oral statements, representations, clarifications, or modifications shall not be binding upon the NHLC. The NHLC will post official responses at: https://www.nh.gov/liquor/public_notices.shtml. Proposers are responsible for viewing the most updated information before submitting a proposal.

3. MANDATORY SITE VISITS

The mandatory site visits are for information purposes only. However, if the Contractor is not present at the mandatory site visits the proposal shall be rejected. Contractors will have an opportunity to ask questions during the site visits. Responses furnished during the site visit will not be official unless verified, in writing, by the Issuing Officer on the NHLC official website located at http://www.nh.gov.liquor/public_notices.shtml.

4. AMENDMENT TO THE RFP

The NHLC may amend this RFP at any time at its sole discretion. The NHLC will post any amendments on its website located at https://www.nh.gov/liquor/public_notices.shtml. The NHLC may extend deadlines and/or invite the submission of additional information from proposers. Proposers are responsible for checking the website periodically for any new information or amendments to the RFP. The NHLC shall not be bound by any verbal information, and any written information that is not contained within the RFP or formally issued as an amendment by the Issuing Officer.

5. PROPOSAL FORMAT

Proposers must submit a complete response to this RFP using the format specified in Part III. An official authorized to bind the proposer to its proposal must sign the proposal.

6. PROPOSALS AND AWARDS

The NHLC intends to award a contract to one proposer as a result of this RFP. Notwithstanding the foregoing or any provision of this RFP to the contrary, the NHLC reserves the right, at any time and in its sole discretion, to reject any or all proposals, wholly or in part, and/or to award multiple contracts to one or more proposers, wholly or in part. A contractor will not retain any exclusive rights to provide the services and supplies described in this RFP process during the term of a contract or any extension thereto. The NHLC may, at its sole discretion, obtain services and related materials from other contractors.

7. PROPOSAL SUBMISSION

A. Proposal Submission Deadline

Proposals must be submitted in hard copy and clearly marked “New Hampshire Liquor Commission, Response to RFP 2021-02-LAND.” Proposals must be submitted to the Issuing Office no later than the Closing Date and Time in Table 1: *Schedule*. **Any Proposer that elects to mail its Proposal must allow sufficient mail delivery time to ensure timely receipt.** The NHLC accepts no responsibility for mislabeled, damaged, or delayed mail. Proposals will not be accepted via electronic mail or facsimile transmission. The receipt of a Proposal by the State’s mail system does not qualify as receipt of a Proposal by the Issuing Office.

If due to inclement weather, natural disaster or any other cause, the location in which Proposals are to be returned is closed on the Closing Date and Time in Table 1: *Schedule*, the deadline for submission shall be automatically extended until the next NHLC business day in which the Issuing Office is open, unless the Proposers are otherwise notified by the Issuing Office. The time for submission of proposals shall remain the same. Proposals not submitted by the Closing Date and Time in Table 1: *Schedule* or as otherwise extended pursuant to this RFP shall be rejected.

B. Proposal Receipt

A Proposal will be considered received on the date and time of the NHLC’s receipt as officially documented by the NHLC.

C. Proposal Information

1. Proposal packages must be delivered to the address below and identified on the outside of the envelope as:

Proposals: Courier Delivery Only
New Hampshire Liquor Commission
ATTN: “Janet Donnelly, RFP 2021-02-LAND”
50 Storrs Street
Concord, NH 03301

By Mail Only
New Hampshire Liquor Commission
ATTN: Janet Donnelly, RFP 2021-02-LAND
50 Storrs Street
Concord, NH 03301

From: Company/Proposer Name
Address
Phone Number
Fax Number
Email Address

2. All Proposal packets submitted in response to this RFP must consist of:
 1. One (1) original (clearly identified as such) and three (3) copies of the “Technical Proposal,” including all required attachments; and
 2. One (1) original Cost Proposal in a separate and sealed envelope labeled “COST PROPOSAL.”
3. Proposers are advised to carefully read and complete all information requested in this RFP. **A proposal that does not comply with the conditions for submittal may be considered unacceptable by the NHLC and may be rejected without further consideration.**
4. The contents of the proposal of the successful proposers(s) will become contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions. The finalized and approved contract language shall prevail over the proposal in the event of any inconsistency or ambiguity.

8. EVALUATION OF PROPOSALS AND CRITERIA

Proposals will be evaluated to determine whether they conform to the requirements of this RFP. Proposals that fail to meet the requirements, including timeliness, completeness, format and content, may be rejected without further evaluation. Proposers will be notified in writing or by electronic mail. Each conforming proposal shall be evaluated based on experience, capacity to perform as required, and price.

The NHLC may cancel this RFP in its sole discretion for any reason.

9. PLANNED EVALUATIONS

The NHLC will use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Evaluation of Technical Proposals and scoring;
- Review of Cost Proposals and final scoring;
- Best and Final Offer (BAFO), if deemed beneficial; and
- Select the highest-scoring Proposer and begin contract negotiation.

10. INITIAL SCREENING

The NHLC will conduct an initial screening to verify Proposer compliance with the submission requirements set forth in this RFP. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

11. TECHNICAL SCORING OF PROPOSALS

The NHLC will select an evaluation team to score Technical Proposals (*i.e.* non-cost related criteria).

12. COST PROPOSAL REVIEW

The evaluation team will unseal and review Cost Proposals after scoring Technical Proposals. Each Cost Proposal will be scored independently according to the following formula:

$$\text{Vendor's Cost Proposal Score} = \left(\frac{\text{Lowest Proposed Cost}}{\text{Vendor's Proposed Cost}} \right) \times \text{Total Possible Points}$$

Proposers are advised that this **is not a lowest bid award** and that the score of the Cost Proposal will be combined with the other categories to determine the highest-scoring Proposer.

13. BEST AND FINAL OFFER

Upon completion of the scoring process, the NHLC may, at its sole discretion, invite the highest-scoring Proposers to submit a “Best and Final Offer” (BAFO”).

The NHLC reserves the right to select the Proposer based solely on the initial proposals and is under no obligation to solicit a BAFO from any Proposers. Proposers are encouraged to provide their most competitive prices in their initial proposals in the event the NHLC does not request a BAFO.

If the NHLC invites a Proposer to submit a BAFO, the NHLC will provide a submission deadline. The NHLC may communicate in writing to any Proposer selected to participate in the BAFO any price or cost targets that the NHLC is seeking for the BAFO. All restrictions on contact with NHLC employees shall remain in effect during the BAFO period.

Each invited Proposer may only make one BAFO. The BAFO may not alter the substance of the Proposer’s technical proposal. The BAFO may only amend the Proposer’s initial Cost Proposal.

To the extent the NHLC solicits and receives a BAFO pursuant to this section, the NHLC will re-score the BAFO participants’ Cost Proposal. The NHLC will not select a Proposer based on the lowest-priced BAFO proposal. A final selection, if any, shall be based on the combined score of the technical proposal and the BAFO Cost Proposal. Only those Proposers who were invited to submit a BAFO will be considered for the award.

14. FINAL SELECTION

The NHLC will conduct a final selection based on its evaluation of the initial proposals or, if requested, as a result of the Best and Final Offer, and begin contract negotiations with the selected Proposer.

Following scoring, the NHLC may issue an “intent to negotiate” notice to a Proposer based on its evaluations. Should the NHLC be unable to reach agreement with the selected Proposer during Contract discussions, the NHLC may then undertake Contract discussions with the second preferred Proposer and so on, or the NHLC may reject all proposals, cancel this RFP, or solicit new proposals under a new acquisition process.

15. RIGHTS OF THE NHLC IN ACCEPTING AND EVALUATING PROPOSALS

The NHLC reserves the right to:

- a. Make independent investigations in evaluating Proposals and consider any source of information, including but not limited to State employees, previous customer experiences, internet research, and rating agencies;
- b. Request additional information to clarify elements of a Proposal;
- c. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- d. Omit any planned evaluation step if, in the NHLC’s view, the step is not needed;
- e. At its sole discretion, reject any and all Proposals at any time;
- f. Cancel this RFP;
- g. Initiate a new procurement process for the same services; and/or
- h. Open contract discussions with the second highest scoring Proposer and so on, if the NHLC is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

16. NON-COLLUSION

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

17. PROPERTY OF THE NHLC

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

18. CONFIDENTIALITY OF PROPOSAL

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

19. PUBLIC DISCLOSURE

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses. On the closing date for responses, the NHLC will post the number of responses received with no further information on the NHLC website. At least 5 business days prior to submitting the proposed contract to the department of administrative services, the NHLC will post the rank or score for each responding vendor on its website. RSA 21-G:37.

The content of each Proposal shall become public information upon the award of any resulting Contract. *Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A.* However, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as “CONFIDENTIAL.” A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The NHLC will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The NHLC 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 NHLC to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the NHLC will notify the Proposer of the request and of the date the NHLC plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the NHLC may release the requested information on the date specified in the NHLC’s notice without any liability to the Proposers.

20. NON-COMMITMENT

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

21. PROPOSAL PREPARATION COST

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

22. ETHICAL REQUIREMENTS

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

23. CHALLENGES ON FORM OR PROCESS OF THE RFP

A proposer questioning an agency's identification of the selected vendor may request that the agency review its selection process. Such request shall be made in writing and be received by the agency within 5 business days after the rank or score is posted on the agency website. The request shall specify all points on which the proposer believes the agency erred in its process and shall contain such argument in support of its position as the proposer seeks to present. In response, the issuing agency shall review the process it followed for evaluating responses and, within 5 business days of receiving the request for review, issue a written response either affirming its initial selection of a vendor or canceling the RFP. In its request for review, a proposer shall not submit, and an agency shall not accept nor consider, any substantive information that was not included by the proposer in its original proposal. No hearing shall be held in conjunction with a review. The outcome shall not be subject to appeal.

The Proposer acknowledges that by submitting a proposal, the Proposer has waived any challenges to the NHLC's authority to conduct this procurement and to the form and process of this RFP.

24. RESTRICTION OF CONTACT WITH NHLC EMPLOYEES

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, *all communication regarding this RFP with NHLC employees or other vendors under contract with the NHLC is forbidden.* NHLC employees have been directed not to hold conferences or engage in discussions concerning this RFP with any potential contractor during the selection process. Proposers may be disqualified for violating this restriction on communications.

25. OBJECTIONS TO STANDARD CONTRACT TERMS AND CONDITIONS

The NHLC will require the successful Proposer to execute a Not-to-Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire, which is attached as Appendix A. The use of the phrase "not-to-exceed" in this context means that the Proposer will agree to a not-to-exceed cap on the total value of the Contract, referred to as a "price limitation." The price limitation is the maximum amount payable to the selected contractor over the life of the contract.

To the extent that a Proposer believes that exceptions to Standard Terms and Conditions (P-37) will be necessary for the Proposer to enter into the Agreement, **the Proposer should submit those exceptions to the NHLC during the Proposer Inquiry Period.** The NHLC will review requested exceptions and accept, reject, or note that it is open to negotiation of the proposed exception at its sole discretion. If the NHLC accepts a Proposer's exception the NHLC will, at the conclusion of the inquiry period, provide notice to all potential Proposers of the exceptions that it has accepted and indicate that the exception is available to all potential Proposers. **Any exceptions to the standard form contract that are not raised during the Proposer Inquiry Period are waived.** In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation,

26. NEWS RELEASES

Proposers shall not issue news releases, internet postings, advertisements, or other public communications pertaining to this project without prior written approval of the NHLC, and only in coordination with the Issuing Officer.

PART III - INFORMATION REQUIRED FROM THE PROPOSER

Proposals must be submitted in the following format, including heading descriptions:

1. TECHNICAL PROPOSAL

A. Company Profile and Organizational Capacity

Describe the company's background and ability to provide landscaping services to the NHLC. Include in your response a description of how your company's size and organizational structure will enable it to provide superior landscaping services to the NHLC than your competitors. Include the following information in your response:

- Full legal company name;
- Year business started;
- If applicable, information on any parent or subsidiary relationships;
- State of formation;
- Location of headquarters;
- Current number of individuals employed; and
- Relevant licenses or certifications held.

B. Company Experience

Provide a detailed summary of your company's experience providing landscaping services to commercial clients, with an emphasis on retail businesses. Include examples of projects completed for retail businesses where the size and scope are similar to the size of the NHLC and this project. Provide three (3) references by customer, including the name, current address, and telephone number of the responsible official who may be contacted. The NHLC reserves the right to contact any and all persons listed by the Proposer concerning past work experience. All contact information must be current. The NHLC shall not be responsible to search for contact information.

2. COST PROPOSAL

A) Fiscal Year Services:

The State Fiscal Year (FY) runs from July 1st to June 30th

FY21: Beginning on or around July 1, 2021 through the end of season, along with startup of next season to June 30, 2022

FY22: July 1, 2022 through June 30, 2023

FY23: July 1, 2023 through June 30, 2024

Location	Cost FY 2021	Cost FY 2022	Cost FY 2023	Total Cost
NHLC's Headquarters 50 Storrs Street Concord, NH 03301				
Store 69 25 Coliseum Avenue Nashua, NH 03063				

B) Hourly Services and Charges for Materials:

Hourly Charges:

Provide hourly rates services. The hourly rates must include the rate for one (1) technician and vehicle.

\$ _____/hour

Material Charges:

Provide the percentage mark-up that will be applied for materials.

Mark-up from Contractor's Cost _____%

PART IV – EVALUATION OF PROPOSALS

1. INITIAL SCREENING

The NHLC will conduct an initial screening to verify Proposer compliance with the technical submission requirements set forth in this RFP. The NHLC may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the NHLC.

2. CRITERIA FOR EVALUATION AND SCORING

The NHLC Evaluation Committee will review and evaluate each responsive proposal according to the criteria outlined below using a scoring scale of 100 points:

CATEGORIES	POINTS	
TECHNICAL		50
Experience – Proposer Company and Staff Experience	25	
Capacity – Proposer’s organizational capacity to meet the project needs	25	
COST		50
Overall Engagement Price	40	
Hourly Charges	5	
Material Mark-Up Percentage	5	
TOTAL POTENTIAL POINTS		100

3. COST PROPOSAL SCORING

The Cost Proposal will be allocated a maximum potential score of 50 points. For Section A of the Cost Proposal (Fiscal Year Services), the NHLC will determine proposers’ scores using the formula set forth in Part II, Section 12, above. The NHLC will apply the formula independently to each three-year total cost for each location. Each per-location, three-year total cost will receive a maximum of 20 points. The NHLC will then combine each proposer’s per-location total cost to obtain a maximum of 40 points, which will constitute the “Overall Engagement Price” scoring.

With regard to Section B of the Cost Proposal (Hourly Services and Charges for Materials), the NHLC will independently apply the above-referenced formula to the proposer’s hourly rate and materials mark-up percentage, which shall be worth up to 5 additional points each.

4. **AWARD**

If, following the RFP process, the NHLC decides to engage in contract discussions/negotiations with a Proposer, it will do so with the responsible Proposer(s) meeting the criteria established in this RFP and achieving the highest evaluation scores based on evaluation of initial Proposals or as a result of the Best and Final Offer.

The NHLC will issue an “intent to negotiate” notice to a Proposer based on these evaluations. Should the NHLC be unable to reach agreement with the selected Proposer during Contract discussions, the NHLC may then undertake Contract discussions with the second preferred Proposer and so on, or the NHLC may reject all proposals, cancel this RFP, or solicit new proposals under a new acquisition process. If the NHLC decides to award a contract as a result of this RFP process, any award is contingent upon continued appropriation of funding for the contract.

APPENDICES

APPENDIX A

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 as follows:

GENERAL PROVISION

1. IDENTIFICATIONS.

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address 50 Storrs St., Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation \$
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgment: State of _____, County of _____ On, _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2 Name and Title of Notary Public or Justice of the Peace			
1.13 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance, and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.18 Approval by Governor and Executive Council <i>(if applicable)</i> By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages Contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no

event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subContractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of

such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to

those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent Contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subContractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subContractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and

are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subContractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

APPENDIX B

Locations and Hours

STORE #	ADDRESS	CONTACT	TELEPHONE NUMBER	DESCRIPTION
NHLC's Headquarters	50 Storrs Street Concord, NH 03301	Maurice Gerow, II	603-419-0170	Site descriptions will be discussed at each mandatory site visit. Questions regarding expectations will be answered at those times.
69	25 Coliseum Avenue Nashua, NH 03063			

Mandatory Site Visits

Monday, March 29, 2021 (9:00 AM – 11:00 AM)

NHLC's Headquarters – 50 Storrs Street, Concord, NH 03301 (Begins at 9:00 AM)

69 – 25 Coliseum Avenue, Nashua, NH 03063 (Immediately Following NHLC's HQ Site Visit)