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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

Bob Mullen
Director

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

September 24, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

Retroactive

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to exercise a **retroactive** contract renewal option with Grevior Furniture, Inc. (VC# 226895), 440 Central Street, Franklin, NH, for the provision of retail store space, sales staff, potential advertising, and transit services for inmate made crafts/products, effective July 1, 2014, or upon Governor and Executive Council approval, whichever is later, through June 30, 2016. The original contract, Agreement, was approved by the Governor and Executive Council on June 20, 2012, Item #143, with no State funding required.

The requested action does not involve the expenditure of State funds, as Grevior Furniture Inc. will receive a commission from each of the inmates crafts/products sold to the public at Grevior Furniture's retail store location, in lieu of any payment for vendor services.

EXPLANATION

This contract amendment agreement is **retroactive** due to extended vendor delays in contract negotiations and submission of required documentation.

The NH Department of Corrections (NHDOC) is seeking approval of a two year contract renewal option, Amendment Agreement #1, with Grevior Furniture, Inc., to supply retail store space to display and sell crafts/products made by New Hampshire Department of Corrections inmates that participate in the Hobbycraft Program. The vendor will also pick up the inmate crafts/products from both the NH State Prison for Men (NHSP/M) and the NH Department of Corrections Warehouse in Concord, NH, and transport the crafts/products to Grevior Furniture's store location in Franklin, NH.

The NH Department of Corrections' Hobbycraft Program provides performance based, rehabilitative opportunities and training to inmates of the Northern Correctional Facility, the NH State Prison for Men and the NH State Prison for Women. The Hobbycraft Program has been in existence for many years and affords inmates the opportunity to learn new skills, enhance existing skills, and allows inmates to use their leisure time productively to make a variety of artistic crafts, such as woodworking, leather work, art work, basket weaving, ceramic/pottery, jewelry, knitting, crocheting, quilting, and other crafts for sale to the general public or gifts for inmates family and/or friends. Inmates participating in the program are required to remain discipline free. Hobbycraft inmates purchase the materials and supplies needed to complete the crafts/products from the NH Department of Corrections Recreation Fund, a non-state funded trust account, or directly through approved Vendors, utilizing the participant's personal funds through the Inmate Trust Fund. Inmates who participate in the Hobbycraft Program initiative develop a sense of self-esteem and self-worth, responsibility and discipline, and develop social management and transferrable skill sets that can contribute to successful community reentry.

Grevior Furniture, Inc. will pick up Hobbycraft items created by inmates from the NH State Prison for Women in Goffstown, NH and items made by inmates from the Northern Correctional Facility in Berlin, NH, at the NH Department of Corrections Warehouse in Concord, NH. In addition, Grevior Furniture, Inc. will pickup Hobbycraft items created by the inmates at NH State Prison for Men at the correctional facility in Concord, NH and transport the crafts/products to Grevior's retail store location for display and sale to the public. Grevior Furniture, Inc. will provide the sales staff and advertising, at the discretion of the vendor, free of charge to the State.

Amendment Agreement #1 shall modify the contract completion date, increase the vendor commission from 20% to 25% of the inmate's original sale price, establish set vendor pick up days, limit the number of inmate gifts for friends and family, and various other minor reporting and contractual language modifications.

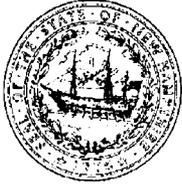
No State funds will be expended for this contract. As compensation for the services provided, Grevior Furniture, Inc. will retain twenty-five (25) percent of the sales price for each craft/product sold. In addition, on a monthly basis Grevior Furniture, Inc. will issue two (2) checks to the NH Department of Corrections as follows. One check consisting of ten (10) percent of the month's sales will be issued to the NH Department of Corrections Recreation Fund as a commission in support of the Hobbycraft Program. One check totaling sixty-five (65) percent of the month's sales will be issued to the NH Department of Corrections Inmate Trust Fund for deposit into the individual inmate's trust account. Grevior Furniture, Inc. will supply a report identifying each inmate's craft/product sold and the amount of funds to be deposited to their individual inmate account.

In exercising the Grevior Furniture, Inc. renewal option of the original contract, Agreement, the NH Department of Corrections would extend the contract completion date from June 30, 2014 to a new completion date of June 30, 2016.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Wren", written over a horizontal line.

William L. Wren
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806

CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639

TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS ("State"), and GREVIOR FURNITURE, INC. ("Contractor"), a New Hampshire Corporation.

The State and Contractor entered into an agreement with an effective date of June 20, 2012, Inmate Retail Store Services Agreement 2012-143 ("Agreement").

The State and Contractor wish to amend the Agreement's Completion Date, Scope of Services, Exhibit A, Estimated Budget/ Method of Payment, Exhibit B, and Special Provision, Exhibit C.

Pursuant to Section 18 of the Agreement, the Agreement may be amended only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council.

The parties therefore agree as follows:

1. To amend the Completion Date in section 1.7 of the original P-37 Contract, Agreement, by deleting "June 30, 2014" and inserting in its place "June 30, 2016";
2. To amend the Scope of Services, Exhibit A, section 2., Terms of Contract:, page 14 of 26, by deleting "6/30/2014" and inserting in its place "6/30/2016";
3. To amend the Scope of Services, Exhibit A, section 3., Location of Facilities:, paragraph 3.3., page 14 of 26, by deleting the sentence "The Contractor shall be obligated to continue to provide services of the NH Department of Corrections even in the event that their geographic location changes.", and inserting in its place the following: "The Contractor shall be obligated to continue to provide services to the NH Department of Corrections even in the event of geographic relocation changes to the two locations in 3.1 above. Locations for pick-ups will not exceed two (2)."
4. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services, paragraph 6.5., Commissions:, page 15 of 26, by deleting subparagraph 6.5.1. "Vendor's Commission: The commission from each craft/product sold by the Vendor shall be set at a maximum of twenty percent (20%) of the inmate's original sales price." of the original P-37, Agreement, and inserting in its place: "Vendor's Commission: The commission from each craft/product sold by the Vendor shall be set at a maximum of twenty-five percent (25%) of the inmate's original sales price.";
5. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services:, paragraph 6.5., Commissions:, page 15 of 26, by deleting subparagraph 6.5.2., "The Recreation Fund commission from each craft/product sold by the Vendor

shall be at a minimum of ten percent (10%) of the inmate’s original sales price.” and insert in its place, “The Recreation Fund commission from each craft/product sold by the Vendor shall be at ten percent (10%) of the inmate’s original sales price.”;

6. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services, paragraph 6.5., Commissions:, page 15 of 26, by deleting subparagraph 6.5.3. “End Table: Original Sale Price of \$100.00” chart of the original P-37, Agreement, and inserting in its place the following: “End Table: Original Sale Price of \$100.00” chart, below:

End Table: Original Sale Price of \$100.00		
	Percentage	Commission/Profit
Retail Store	25%	\$25.00 Commission
NHDOC	10%	\$10.00 Commission
Inmate	65%	\$65.00 Gross Profit

7. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services, paragraph 6.6., Advertising:, page 15 of 26, by deleting, “It is the Department’s vision that the cost for any advertising by the Vendor shall be free of charge in lieu of a commission to the Vendor for each craft/product sold by the Vendor.”, and insert in its place, “It is the Department’s vision that the cost for any advertising by the Vendor shall be free of charge and at the Vendor’s discretion, in lieu of a commission to the Vendor for each craft/product sold by the Vendor.”;
8. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services:, paragraph 6.8., Pick Up Crafts/Products by Vendor and Delivery to Vendor Retail Store/Showroom:, page 15 of 26, by inserting an additional subparagraph, 6.8.0. as follows: “Hobbycraft foreman will prepare and submit the Friday before the first (1st) and third (3rd) Wednesdays of each month a complete and accurate manifest of items in 6.8.1. The Vendor is only obligated to appear at the facilities on these scheduled days if the manifest is submitted to the Vendor on a timely basis. The Vendor shall only be responsible to accept items listed on the manifest. ”;
9. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services, paragraph 6.8., Pick Up Crafts/Products by Vendor and Delivery to Vendor Retail Store/Showroom:, pages 15-16 of 26, by deleting subparagraph 6.8.2. “It shall be the responsibility of the Vendor to pick up crafts/products produced by inmates from the locations found in Section 6.8.1., above, and transport the items to the Vendor’s retail store/showroom.” of the original P-37, Agreement, and inserting in its place: “It shall be the responsibility of the Vendor to pick up crafts/products produced by inmates from the locations found in Section 6.8.1., above, up to two (2) times a month, on the 1st and 3rd Wednesday of each calendar month, and transport the items to the Vendor’s retail store/showroom. An additional pick up of crafts/products above the set amount of two (2) pickups per month shall result in a \$25.00 handling fee per inmate requesting the additional pickup. This fee shall be deducted by the Vendor from the Commission paid to the State. Although not relevant to this amendment between the State and the Vendor, the \$25.00 fee will subsequently be charged to each individual inmate’s account for the additional pickup. ”;
10. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services:, paragraph 6.9., Inspection of Crafts/Products:, page 16 of 26, to include the following additional sentence at the end of subparagraph 6.9.4., “The Vendor reserves the right to refuse any items deemed damaged.”;
11. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services:, paragraph 6.10., Damage During Vendor Transit and/or Possession:, page

- 16 of 26, by deleting the final sentence “The Hobbycraft Foreman, or designee will determine the severity of the damage.” and insert in its place: “The Hobbycraft Foreman, or designee and Vendor mutually will determine the severity of the damage.”;
12. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services:, paragraph 6.10., Damage During Vendor Transit and/or Possession:, page 16 of 26, by deleting subparagraph 6.10.2., “If the damage is deemed major, it shall be the responsibility of the Vendor to reimburse the inmate for the cost of the materials to produce the craft/product, as determined by the Hobbycraft Forman.”, and insert in its place, “If the damage is deemed major, it shall be the responsibility of the Vendor to reimburse the inmate for the cost of the materials to produce the craft/product, as mutually determined by the Hobbycraft Foreman and Vendor.”;
 13. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services:, paragraph 6.12., Gifts for Family and Friends:, pages 16 - 17 of 26, to include the following additional sentence at the end of 6.12., “Gifts from each inmate for family and friends shall be limited to twelve (12) individual items each per Fiscal year.”;
 14. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services:, paragraph 6.12., Gifts for Family and Friends:, page 17 of 26, by deleting subparagraph 6.12.3., “Provide a thirty (30) day limit for family and friends to pick-up the “gifts”; and”, and insert in its place: “Provide a fourteen (14) day limit for family and friends to pick-up the “gifts”; and”;
 15. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services:, paragraph 6.12., Gifts for Family and Friends:, page 17 of 26, by deleting subparagraph 6.12.4., “Notify the NH Department of Corrections Hobbycraft Foremen if any “gifts” were not picked up by family and friends after the thirty (30) day limit which the Hobbycraft Foreman will determine a charity for donation of the “gift” and make arrangements for the charity to pick up the “gift” at the Vendor’s retail store/showroom location.” and insert in its place: “Notify the NH department of Corrections Hobbycraft Foreman if any “gifts” were not picked up by family and friends after the fourteen (14) day limit at which time the inmate will select a non-profit charity, subject to the Hobbycraft Foreman’s approval, for donation of the “gift” and the Hobbycraft Foreman will make arrangements for the approved charity to pick up the “gift” at the Vendor’s retail store/showroom location.”;
 16. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services:, paragraph 6.13., Custom/Special Orders:, page 17 of 26, by inserting an additional subparagraph 6.13.1.a., as follows: “The Vendor is responsible for collecting complete residential contact information and requiring a monetary deposit on the Custom/Special Order, as determined by Vendor.”;
 17. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services:, paragraph 6.14., Craft/Product Inventory Management:, page 17 of 26, by deleting subparagraph 6.14.1., “On a weekly basis the Vendor shall forward email or fax, a sales log for the crafts/products sold by the Vendor on behalf of the inmates to the Hobbycraft Forman:” and insert in its place: “On a monthly basis the Vendor shall forward by the tenth (10th) of the following month, via email or fax, a sales log for the crafts/products sold by the Vendor on behalf of the inmates to the Hobbycraft Foreman:”;
 18. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services:, paragraph 6.14., Craft/Product Inventory Management:, page 17 of 26, by deleting the first line of subparagraph 6.14.1.1., “Weekly sales log shall consist of the following information:”, by inserting in its place: “Monthly sales log shall consist of

the following information:”. The remainder of subparagraph 6.14.1.1 shall remain unchanged.

19. To amend the Scope of Services, Exhibit A, section 6., Provision of Retail Space Services:, paragraph 6.14., Craft/Product Inventory Management:, pages 17 - 18 of 26, by deleting the following sentence in subparagraph 6.14.3., “If the slow moving craft/product is not picked up within the allotted fourteen (14) days, it will be the responsibility of the Hobbycraft Foreman to make arrangements for the craft/product to be donated and picked up at the Vendor’s store/showroom by a charity to be determined by the Hobbycraft Foreman.” and insert in its place: “If the slow moving craft/product is not picked up within the allotted fourteen (14) days, the inmate will select a non-profit charity and submit appropriate donation documentation, subject to Hobbycraft Foreman’s approval. A copy of the donation document shall be distributed as follows: (1) copy to the selected charity, (1) copy to the Vendor, (1) copy to the NH Department of Corrections Recreation Fund, and (1) copy to the inmate. It will be the responsibility of the Hobbycraft Foreman to make arrangements for the donated craft/product to be picked up at the Vendor’s store/showroom by the selected, Hobbycraft Foreman approved, non-profit charity requested by the inmate.” Other than the fore-mentioned amendment to subparagraph 6.14.3., the remainder shall continue to be in effect. ;
20. To amend the Scope of Services, Exhibit A, section 7., General Service Provisions:, paragraph 7.10., Reporting Requirements:, page 19 of 26, by deleting subparagraph 7.10.1., “Weekly Sales Log;” in its entirety.
21. To amend the Scope of Services, Exhibit A, section 7., General Service Provisions:, paragraph 7.10., Reporting Requirements:, page 19 of 26, by deleting the sixth (6th) bullet in subparagraph 7.10.2., “Amount due to NH department of Corrections Recreation Fund (Commission) for each product sold;” by inserting in its place: “Amount due to NH Department of Corrections Recreation Fund (Commission) for each product sold net of deductions for additional inmate pickups above the two (2) monthly pickups.”;
22. To amend the Scope of Services, Exhibit A, section 7., General Service Provisions:, paragraph 7.10., Reporting Requirements:, page 20 of 26, by deleting subparagraph 7.10.3., “The Itemized Monthly Sales Report shall reconcile with the appropriate Weekly Sales Logs.”, in its entirety.;
23. To amend the Scope of Services, Exhibit A, section 17, Special Notes:, of the original P-37, Agreement, by inserting paragraph 17.6. “Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.”;
24. To amend the Estimated Budget/Method of Payment, Exhibit B, section 2., Fee Structure for Inmate Retail Store Services:, paragraph 2.5., Commissions:, page 24 of 26, by deleting subparagraph 2.5.1. “Vendor’s Commission: The commission from each craft/product sold by the Vendor shall be set at a maximum of twenty percent (20%) of the inmate’s original sales price.” of the original P-37, Agreement, and inserting in its place: “Vendor’s Commission: The commission from each craft/product sold by the Vendor shall be set at a maximum of twenty-five percent (25%) of the inmate’s original sales price.”;

25. To amend the Estimated Budget/Method of Payment, Exhibit B, section 2., Fee Structure for Inmate Retail Store Services:, paragraph 2.5., Commissions:, page 24 of 26, by deleting subparagraph 2.5.3., Inmate Percentage of Sales (NH Department of Corrections Inmate Trust Fund): “For each product sold, the inmate shall receive the difference between the inmate’s original sales price less the Vendor’s Commission and the Recreation Fund Commission.” and insert in its place: “For each product sold, the inmate shall receive the difference between the inmate’s original sales price less the Vendor’s Commission and the Recreation Fund’s net Commission.”;
26. To amend the Estimated Budget/Method of Payment, Exhibit B, section 2., Fee Structure for Inmate Retail Store Services:, paragraph 2.5., Commissions:, page 24 of 26, by deleting subparagraph 2.5.4. “End Table: Original Sale Price of \$100.00” chart of the original P-37, Agreement, and inserting in its place the following: “End Table: Original Sale Price of \$100.00” chart, below:

End Table: Original Sale Price of \$100.00		
	Percentage	Commission/Profit
Retail Store	25%	\$25.00 Commission
NHDOC	10%	\$10.00 Commission
Inmate	65%	\$65.00 Gross Profit

27. To amend the Estimated Budget/Method of Payment, Exhibit B, section 2., Fee Structure for Inmate Retail Store Services:, page 24 of 26, by inserting paragraph 2.8. “Handling Fees: subparagraph 2.8.1. “Additional Pickups: An additional pick up of crafts/products above the set amount of two (2) pickups per month, 1st and 3rd Wednesday of each calendar month, shall result in a \$25.00 handling fee per inmate requesting an additional pickup. This fee shall be deducted by the Vendor from the Commission paid to the State.”;
28. Although not relevant to this amendment between the State and the Vendor, the \$25.00 fee will subsequently be charged to each individual inmate comprising the additional pickup.” and subparagraph 2.8.2. “Gifts for Family and Friends: A handling fee of \$25.00 shall be paid directly to Grevior Furniture, Inc. by the inmate’s Family and Friends picking up crafts/products at the Vendor’s retail store/showroom prior to receiving crafts/products.”;
29. To amend the Special Provisions, Exhibit C, section 1., Special Provisions:, page 26 of 26 , by deleting paragraph 1.1. “There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.” and inserting in its place, “To amend the Insurance provision, section 14.1.1, of the original P-37 contract by deleting “\$2,000,000.00” per occurrence and inserting in its place “\$1,000,000.00.”;
30. To amend the Special Provisions, Exhibit C, by inserting 1.2. “To amend the Insurance provision, section 14.3, of the original P-37 contract by changing the last sentence of the clause to: “Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.”;
31. That this amendment shall become effective on the date the N.H. Governor and Executive Council’s approval of the amendment retroactive to July 1, 2014 and;
32. That all other provisions of the Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 1 TO: Inmate Retail Store Services Agreement 2012-143.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: William L. Wrenn
Name: William L. Wrenn
Title: Commissioner
Date:

GREVIOR FURNITURE, INC.

By: Robert Grevior
Name: Robert Grevior
Title: President
Date: 9-10-14

STATE OF NH

COUNTY OF Merrimack

On this 10 day of Sept 2014, before me, Jennifer Sleeper, the undersigned officer, personally appeared Robert Grevior known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

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

Jennifer Sleeper
Notary Public/Justice of the Peace

JENNIFER SLEEPER, Notary Public
My Commission Expires May 26, 2015

My Commission Expires: _____



M.K. Brown
Approval by N.H. Attorney General
(Form, Substance and Execution)

09 14, 2014
Date

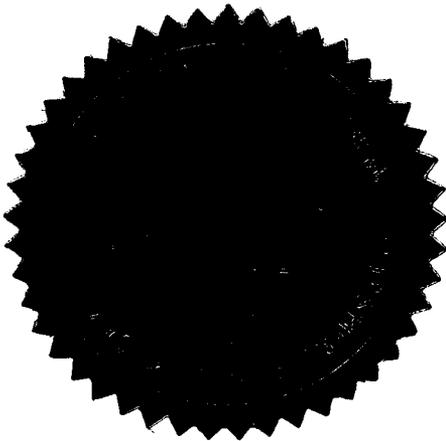
Approved by the N.H. Governor and Executive Council

_____ Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Grevior Furniture, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 29, 1983. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of May, A.D. 2014

A handwritten signature in cursive script, which appears to read "William M. Gardner".

William M. Gardner
Secretary of State



State of New Hampshire 2014 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.
REPORT DUE BY April 1, 2014
ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 03/25/2014
Business ID: 70188
William M. Gardner
Secretary of State

GREVIOR FURNITURE, INC.
440 CENTRAL STREET
FRANKLIN, NH 03235

ADDRESS OF PRINCIPAL OFFICE:

440 CENTRAL STREET
FRANKLIN, NH 03235

REGISTERED AGENT AND OFFICE:

COTE, GERALDINE M
438-442 CENTRAL STREET
FRANKLIN, NH 03235

ENTITY TYPE: CORPORATION
BUSINESS ID: 70188
STATE OF DOMICILE: NEW HAMPSHIRE

RESIDENTIAL & COMMERCIAL FURNITURE SALES

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

- The new mailing address _____
 The new principal office address _____

PO Box is acceptable.

OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE OFFICER BELOW)

A

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE DIRECTOR BELOW)

B

PRES. Robert Grevlor
STREET 440 Central Street
CITY/STATE/ZIP Franklin Nh 03235
V-PRES. Andrea K. Grevlor
STREET 440 Central Street
CITY/STATE/ZIP Franklin Nh 03235
V-PRES. Jason E. Grevlor
STREET 440 Central Street
CITY/STATE/ZIP Franklin Nh 03235
NAME
STREET
CITY/STATE/ZIP

DIR. Robert Grevlor
STREET 440 Central Street
CITY/STATE/ZIP Franklin Nh 03235
NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

To be signed by an officer, director, or any other person authorized by the board of directors.
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here: ROBERT GREVIOR

Please print name and title of signer: ROBERT GREVIOR / PRESIDENT
NAME TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL):



7018820141002

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE
RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, 107 N. Main St., Room 204, Concord, NH 03301

CERTIFICATE OF AUTHORITY/VOTE

(Corporation with Seal)

I, JASON E. GREVIOR, do hereby certify
(Name of Clerk of the Corporation, can not be the one who signed the contract)

that: I am a duly elected Clerk of GREVIOR FURNITURE INC.
(The Corporation)

1. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 5/12/14.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, for the provision of

CONSIGNMENT SALES services.

RESOLVED: That the PRESIDENT
(Title of the one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

2. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 9/10/14.
(Today's date)

3. ROBERT GREVIOR (is/are) is duly elected
(Name of one who signed contract)

PRESIDENT of the Corporation.
(Title of one who signed the contract)

(CORPORATE SEAL)

J E G V.P.
Signature of the Clerk of the Corporation





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CROSS INSURANCE - LACONIA 155 Court Street Laconia NH 03246	CONTACT NAME: Sarah Cullen, AINS, ACSR
	PHONE (A/C No Ext): (603) 524-2425 FAX (A/C No): (603) 524-3666 E-MAIL ADDRESS: scullen@crossagency.com
INSURED GREVIOR FURNITURE INC 440 CENTRAL STREET FRANKLIN NH 03235	INSURER(S) AFFORDING COVERAGE
	INSURER A: Citizens Ins Co of America NAIC # 31534
	INSURER B: Zurich
	INSURER C:
	INSURER D:

COVERAGES CERTIFICATE NUMBER: CL1492920088 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		OBV0815948	9/14/2014	9/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ABV0815655	9/14/2014	9/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	4978P212UB	1/1/2014	1/1/2015	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Retail store/showroom services for Hobbycraft crafts/products produced by inmates

CERTIFICATE HOLDER (603) 271-5636 janet.belben@nhdoc.state.nh NH Department of Corrections P.O. Box 1806 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE S Cullen, AINS, ACSR/ <i>Sarah Cullen</i>

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

- COR 307 Items Considered Contraband. Contraband shall consist of:
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
 - b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
 - c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
 - d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
 - e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
 - f) Any intoxicating beverage.
 - g) Sums of money or negotiable instruments in excess of \$100.00.
 - h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
 - i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
 - j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

ROBERT GREVIER
Name


Signature

9-10-14
Date

Jennifer Sleeper
Witness Name

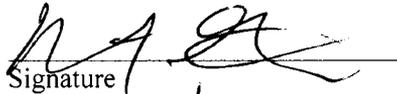

Signature

9/10/14
Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

ROBERT GREVIER
Name


Signature

9-10-14
Date

Jennifer Sleeper
Witness Name


Signature

9/10/14
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the our organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

ROBERT GREYDOR
Name


Signature

9-10-14
Date

Jennifer Sleeper
Witness Name


Signature

9/10/14
Date



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

William L. Wrenn
 Commissioner

Bob Mullen
 Director

P.O. BOX 1806
 CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
 TDD Access: 1-800-735-2964

**PRISON RAPE ELIMINATION ACT
 ACKNOWLEDGEMENT FORM**

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment of a resident

The act aimed to curb prison rape through a “zero-tolerance” policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the “zero tolerance” to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): ROBERT GREVOR Date: 9-10-14
 (Name of Contract Signatory)

Signature: [Handwritten Signature]
 (Signature of Contract Signatory)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

Bob Mullen
Director



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May 29, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, NH 03301

Pending G & C
Approved June 20, 2012
Item # # 143

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a contract with Grevior Furniture, Inc. (VC# 226895), 440 Central Street, Franklin, NH, for the provision of retail store space, sales staff, advertising, and transit services for inmate made crafts/products, effective July 1, 2012, or upon Governor and Executive Council approval, whichever is later, through June 30, 2014, with no State funding required.

The requested action does not involve the expenditure of State funds, as Grevior Furniture Inc. will receive a commission from each of the inmates crafts/products sold to the public at Grevior Furniture's retail store location, in lieu of any payment for vendor services.

EXPLANATION

The NH Department of Corrections (NHDOC) is seeking approval of a two year contract with Grevior Furniture, Inc. with a renewal option for one (1) additional period of up to two (2) years, to supply retail store space to display and sell crafts/products made by New Hampshire Department of Corrections inmates that participate in the Hobbycraft Program. The vendor will also pick up the inmate crafts/products from both the NH State Prison for Men (NHSP/M) and the NH Department of Corrections Warehouse in Concord, NH, and transport the crafts/products to Grevior Furniture's store location in Franklin, NH.

The NH Department of Corrections' Hobbycraft Program provides performance based, rehabilitative opportunities and training to inmates of the Northern Correctional Facility, the NH State Prison for Men and the NH State Prison for Women. The Hobbycraft Program has been in existence for many years and affords inmates the opportunity to learn new skills, enhance existing skills, and allows inmates to use their leisure time productively to make a variety of artistic crafts, such as woodworking, leather work, art work, basket weaving, ceramic/pottery, jewelry, knitting, crocheting, quilting, and other crafts for sale to the general public or gifts for inmates family and/or friends. Inmates participating in the program are required to remain discipline free. Hobbycraft inmates purchase the materials and supplies needed to complete the crafts/products from the NH Department of Corrections Recreation Fund, a non-state funded trust account, or directly through approved Vendors, utilizing the participant's personal funds through the Inmate Trust Fund. Inmates who participate in the Hobbycraft Program initiative develop a sense of self-esteem and self-worth, responsibility and discipline, and develop social management and transferrable skill sets that can contribute to successful community reentry.

Grevior Furniture, Inc. will pick up Hobbycraft items created by inmates from the NH State Prison for Women in Goffstown, NH and items made by inmates from the Northern Correctional Facility in Berlin, NH, at the NH Department of Corrections Warehouse in Concord, NH. In addition, Grevior Furniture, Inc. will pickup Hobbycraft items created by the inmates at NH State Prison for Men (NHSP/M) at the NHSP/M correctional facility in Concord, NH and transport the crafts/products to Grevior's retail store location for display and sale to the public. Grevior Furniture, Inc. will also provide advertising of the crafts/products, and the sales staff, free of charge to the State.

No State funds will be expended for this contract. As compensation for the services provided, Grevior Furniture, Inc. will retain twenty (20) percent of the sales price for each craft/product sold. In addition, on a monthly basis Grevior Furniture, Inc. will issue two (2) checks to the NH Department of Corrections as follows. One check consisting of ten (10) percent of the month's sales will be issued to the NH Department of Corrections Recreation Fund as a commission in support of the Hobbycraft Program. One check totaling seventy (70) percent of the month's sales will be issued to the NH Department of Corrections Inmate Trust Fund for deposit into the individual inmate's trust account. Grevior Furniture, Inc. will include a report identifying each inmate's craft/product sold and the amount of funds to be deposited to their individual inmate account.

The New Hampshire Department of Corrections issued a request for proposal (RFP) for the provision of Inmate Retail Store services. The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for six (6) consecutive weeks and notified thirteen (13) potential vendors of the RFP posting. As a result of the issuance of the RFP, one (1) potential vendor responded by submitting a proposal. After the review of the proposal, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the Contract to Grevior Furniture, Inc., subject to Governor and Executive Council approval.

This RFP was scored by a three person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Rodney Roy, Director of the NH State Prison for Men Recreation Department, Steven O'Rourke, Sergeant, NH Department of Corrections, and Jay Nagy, Interim Assistant Director of the Division of Community Corrections, NH Department of Corrections.

Respectfully Submitted,



William L. Wrenn
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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William L. Wrenn
Commissioner

Bob Mullen
Director

**Inmate Retail Store Services
RFP Bid Evaluation and Summary
NHDOC 12-06-IFPRGMS**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Ability to Provide Services – 35 points
 - b. Organizational Resources and Capability – 40 points
 - c. Acceptability of Pricing and Commission: 10 points
 - d. Financial Stability – 10 points
 - e. References – 5 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 33 of NHDOC 12-06-IFPRGMS RFP.
 - a. The contract will be awarded to the Bidder submitting a proposal that can demonstrate their Organizational Resources and Capability and Ability to Provide Services to the State and that the Vendor's Acceptability of Pricing and Commission, Financial Stability and References are acceptable to the Department.

Evaluation Team Members:

- Rodney Roy, NHSP/M Recreation Director, NH Department of Corrections
- Steven O'Rourke, Sergeant, NH Department of Corrections
- Jay Nagy, Community Corrections Interim Asst. Director, NH Department of Corrections

RFP-NHDOC 12-06-IF PRGMS Respondents:

Contract Term: July 1, 2012 - June 30, 2014		
Grevior Furniture, Inc.	440 Central Street Franklin, NH 03235	20% Commission

Contract Award: Grevior Furniture, Inc.



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William L. Wrenn
 Commissioner
 Bob Mullen
 Director

**Inmate Retail Store Services
 RFP Scoring Matrix
 NHDOC 12-06-IFPRGMS**

Respondents:

- Grevior Furniture, Inc., 440 Central Street, Franklin, NH 03235

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most cost-effective manner.
 1. Ability to Provide Services – 35 points
 2. Organizational Resources and Capability – 40 points
 3. Acceptability of Pricing and Commission: 10 points
 4. Financial Stability: 10 points
 5. References: 5 points

NHDOC 12-06-GFDFS RFP Scoring Matrix		
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>Grevior Furniture, Inc.</i>
Ability to Provide Services	35	35
Organizational Resources and Capability	40	40
Acceptability of Pricing and Commission	10	10
Financial Stability	10	10
References	5	5
Total Score	100	100

Contract Award: Grevior Furniture, Inc., 440 Central Street, Franklin, NH 03235



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Bob Mullen
Director

**Inmate Retail Store Services
RFP Evaluation Committee Member Qualifications
NHDOC 12-06-IFPRGMS**

Rodney Roy, Director of the New Hampshire State Prison for Men Recreation Department:

Mr. Roy began his career with the NH Department of Corrections as a Correctional Officer in 1990. Mr. Roy served as a Correctional Officer for 4 years and then was promoted to Foreman of the NH State Prison for Men (NHSP/M) Hobbycraft Department, a position Mr. Roy served for several years. Mr. Roy currently serves in the capacity of the Director of the NHSP/M Recreation Department which entails the oversight of all aspects of the Recreation Department, to include Hobbycraft inventories and budget, activities involving the gymnasium, ball field, and weight room, and oversees the inmate Holiday events. Mr. Roy served on the Situation Control Team (hostage negotiation) for 10 years, participated on numerous hiring boards, served as an instructor for the Police Standards and Training, and in-service instruction for the Department.

Steven O'Rourke, Sergeant, NH Department of Corrections:

Mr. O'Rourke currently serves in the capacity of a Corrections Sergeant for the NH Department of Corrections at the NH State Prison for Men (NHSP/M) in Concord. Mr. O'Rourke began working for the Department in 1992 as a Correctional Officer and was promoted to Corporal in 2000, and promoted to his current position as Sergeant in 2007. Mr. O'Rourke has served in a supervisory role since 2000 and has been assigned to all the units at NHSP/M, to include supervising the largest inmate housing unit, housing in excess of 450 inmates and 8 staff personnel. In 2009 Mr. O'Rourke was transferred to the Operations Office which includes working with the Major, Warden, and Shift Commanders to oversee the daily aspects of the correctional facility. Mr. O'Rourke's duties include the logistics of budgets, implementing Post Orders, ordering equipment and administrative duties.

Jay Nagy, Interim Assistant Director of the Division of Community Corrections

Mr. Nagy is currently serving as Interim Assistant Director of the Division of Community Corrections for the NH Department of Corrections. Mr. Nagy began his career at the NH Department of Corrections in 1996 as a Correctional Counselor/Case Manager. In 2000 Mr. Nagy was promoted to the position of Assistant & Associate Professor for the Career and Technical Education Center within the NH State Prison, teaching comprehensive business and computer education classes. In 2004 Mr. Nagy became the Director for the Career and Technical Education Center. Additionally, over the last several years, Mr. Nagy has served in a number of additional capacities, to include Educational Director, Administrator of Programs, and Director of the Bureau of Programs, and Mr. Nagy's current interim role as Assistant Director for the Division of Community Corrections.



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William L. Wrenn
Commissioner

Bob Mullen
Director

**Inmate Retail Store Services
Bidders List
NHDOC 12-06-IFPRGMS**

Grevior Furniture, Inc.

440 Central Street
Franklin, NH 03235
Robert Grevior, President
Phone: 603-934-4159
Fax: 603-934-6313
E-Mail: greviorfurniture@gmail.com
Website: <http://www.grevior.com/>

Subject:

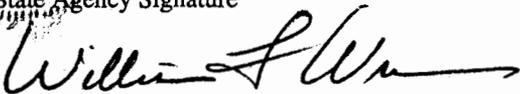
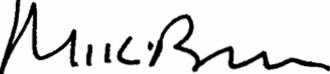
Inmate Retail Store Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name N.H. Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Grevior Furniture, Inc.		1.4 Contractor Address 440 Central Street, Franklin, NH 03235	
1.5 Contractor Phone Number (603) 934-4159	1.6 Account Number Recreation Fund Inmate Trust Fund	1.7 Completion Date June 30, 2014	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert Grevior, President	
1.13 Acknowledgement: State of NH , County of Merrimack On 5/10/12 , 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 			
1.13.2 Name and Title of Notary or Justice of the Peace Heidi King Notary Public Exp 10/31/12			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 6/5/12			
1.18 Approval by the Governor and Executive Council By:  DEPUTY SECRETARY OF STATE JUN 20 2012			

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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials RP 23/51
Date 5-10-12

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

SECTION B: Scope of Services, Exhibit A

1. Purpose:

The purpose of this Request for Proposal is for the provision of retail store space, sales staff, advertising, and pickup/transit services of crafts/products free of charge to the NH Department of Corrections. The retail store space will provide inmates of the NH Department of Corrections that participate in the Hobbycraft Program an open forum to display and sell artistic crafts/products on consignment and provide a venue which an inmate could send crafts/products at a location to be sold or picked up by family and/or friends. It is the Department's vision that the value of the retail store space, labor of the Vendor's sales staff, advertising and pickup/transit services by the Vendor shall be free of charge in lieu of a commission to the Vendor for each craft/product sold by the Vendor, or picked up by inmate family and/or friends.

The NH Department of Corrections' Hobbycraft Program affords an inmate the opportunity to learn new skills, enhance existing skills and allow inmates to use their leisure time productively to make a variety of artistic crafts, such as woodworking, basket-weaving, ceramic/pottery, painting, leatherworking, wood-burning, jewelry, knitting, crocheting, quilting and other various crafts for sale to the general public or gifts for family and/or friends.

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning 7/1/2012 or upon approval of the Governor and Executive Council of the State of New Hampshire whichever is later through 6/30/2014 with an option to renew for one (1) additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Location of Facilities:

3.1. Location of Facilities: The NH State Prison for Men (NHSP-M), Concord, NH and the NH Department of Corrections Warehouse, Concord, NH is marked with an "X" below:

NH Correctional Facility Locations		
NH State Prison for Men (NHSP-M)	281 North State Street	Concord, NH 03301
NH Department of Corrections Warehouse	3 McGuire Street	Concord, NH 03301

3.2. The requested services shall be provided by the Contractor to inmates of alternative locations in the event that the State relocates its facilities within the State of New Hampshire.

3.3. Locations may be added and/or deleted or reassigned to alternate facilities after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor. The Contractor shall be obligated to continue to provide services of the NH Department of Corrections even in the event that their geographic location changes.

3.4. Partial proposals for services of any regional area shall not be accepted.

4. Floor Space Requirements:

The NH Department of Corrections envisions the retail/floor space to be approximately 2,800-3,000 square feet of space and must be suitable for retail store space. Pictures and a diagram of the retail store space must accompany the bid.

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5. Scope of Hobbycraft Program:

5.1. The scope of the Department's Hobbycraft Program is to provide performance based, rehabilitative opportunities and training to inmates of the Northern Correctional Facility, the NH State Prison for Men and the NH State Prison for Women. Inmates who participate in the Hobbycraft Program initiative develop a sense of self-esteem and self-worth, responsibility and discipline, and develop social management and transferrable skill sets that can contribute to successful community reentry.

6. Provision of Retail Space Services:

6.1. Retail/Showroom Space: The Vendor shall provide retail/showroom space free of charge to the NH Department of Corrections to display and sell artistic crafts/products on consignment that are produced by inmates participating in the Hobbycraft Program.

6.2. Sales Staff Labor: The Vendor shall provide sales staff labor free of charge to the NH Department of Corrections to aid in the process of inmate crafts/products to be sold.

6.3. Inmate Crafts/Products: Inmate crafts/products shall be sold by the Vendor on a consignment basis utilizing the Vendor's retail/showroom space and sales staff.

6.4. Sales Prices and Surcharges: The sales price for any craft/product delivered to a Vendor's retail store/showroom shall be determined by the inmate who produced the craft/product. Two surcharges shall be deducted from the inmate's original sales price: (1) Vendor commission for each craft/product sold (2) NH Department of Corrections Recreation Fund commission.

6.5. Commissions:

6.5.1. Vendor's Commission: The commission from each craft/product sold by the Vendor shall be set at a maximum of twenty percent (20%) of the inmate's original sales price.

6.5.2. NH Department of Corrections Recreation Fund Commission: The Recreation Fund commission from each craft/product sold by the Vendor shall be at a minimum of ten percent (10%) of the inmate's original sales price.

6.5.3. Commission Structure Example: The following example, below, is for illustration purposes only. An end table is produced & delivered to the retail store with an original sales price set by the inmate of one hundred dollars (\$100.00).

End Table: Original Sale Price of \$100.00		
	Percentage	Commission/Profit
Retail Store	20%	\$20.00 Commission
NHDOC	10%	\$10.00 Commission
Inmate	70%	\$70.00 Profit

6.6. Advertising: It is the Department's vision that the cost for any advertising by the Vendor shall be free of charge in lieu of a commission to the Vendor for each craft/product sold by the Vendor.

6.7. Transfer of Inmate Crafts/Products to NH Department of Corrections Central Location: It shall be the responsibility of the NH Department of Corrections to transfer/deliver crafts/products produced by inmates from the NH Correctional Facility, Berlin, NH and the NHSP-W, Goffstown, NH to the NH Department of Corrections Warehouse, Concord, NH.

6.8. Pick Up Crafts/Products by Vendor and Delivery to Vendor Retail Store/Showroom:

6.8.1. It shall be the responsibility of the Vendor to pick up crafts/products produced by inmates at the following NH Department of Corrections locations:

6.8.1.1. NH State Prison for Men, 281 North State Street, Concord, NH; and

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- 6.8.1.2. NH Department of Corrections Warehouse, 3 McGuire Street, Concord, NH.
- 6.8.2. It shall be the responsibility of the Vendor to pick up crafts/products produced by inmates from the locations found in Section 6.8.1., above, and transport the items to the Vendor's retail store/showroom.
- 6.8.3. The Vendor shall use their own vehicle and personnel to transport crafts/products from the locations found in Section 6.8.1. to the Vendor's retail store/showroom location.
- 6.8.4. Services provided by the Vendor at locations found in Section 6.8.1. shall be subject to all NH Department of Corrections security policies, procedures and directives (PPD's) to include but not limited to: (1) direct supervision by a Department's security staff or designee (2) inspection of Vendor's vehicle upon entry and exit of the Department's facilities/grounds.
- 6.9. Inspection of Crafts/Products:
- 6.9.1. It shall be the responsibility of the NH Department of Corrections to inspect all crafts/products for damage prior to transportation of items from the Northern Correctional Facility and the NH State Prison for Women to the NH Department of Corrections Warehouse for storage.
- 6.9.2. Upon arrival at the NH Department of Corrections Warehouse, it shall be the responsibility of the NH Department of Corrections to inspect all crafts/products for damage that may have occurred during transit to the NH Department of Corrections Warehouse.
- 6.9.3. It shall be the responsibility of the NH Department of Corrections to inspect all crafts/products for damage prior to pickup by the Vendor at the NH State Prison for Men location.
- 6.9.4. It shall be the responsibility of the Vendor to inspect all crafts/products for damage prior to pickup by the Vendor at the NH State Prison for Men and the NH Department of Corrections Warehouse locations for delivery to the Vendor's retail store/showroom location.
- 6.9.5. Upon arrival at the Vendor's retail store/showroom location, it shall be the responsibility of the Vendor to inspect all crafts/products for damage that may have occurred during transit and report any such damage to the NH Department of Corrections Hobbycraft Foreman.
- 6.10. Damage During Vendor Transit and/or Possession: If crafts/products are damaged during transit or in possession of the Vendor, it shall be the responsibility of the Vendor to report the damage of any craft/product to the NH Department of Corrections Hobbycraft Foreman. The Hobbycraft Foreman, or designee, will determine the severity of the damage.
- 6.10.1. If the damage is deemed minor, it shall be the responsibility of the Vendor to return the damaged crafts/products to the NH Department of Corrections' Warehouse location identified in 6.8.1.1.
- 6.10.2. If the damage is deemed major, it shall be the responsibility of the Vendor to reimburse the inmate for the cost of the materials to produce the craft/product, as determined by the Hobbycraft Foreman.
- 6.11. Lost/Stolen Crafts/Products During Vendor Possession: If crafts/products are lost or stolen during the Vendor's possession, it shall be the responsibility of the Vendor to reimburse the inmate for the cost of the materials to produce the craft/product, as determined by the Hobbycraft Foreman.
- 6.12. Gifts for Family and Friends: Inmates are permitted to produce crafts/products as "gifts" for their family and friends to be picked up at the Vendor's retail store/showroom location. The acquisition of these items will follow the same pick up and delivery procedures to the

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Vendor's retail store/showroom as identified in section 6.8., above, of this RFP. These gifts shall be designated to specific individuals and it shall be the Vendor's responsibility to:

- 6.12.1. Verify the recipient's identification to ensure that the crafts/products are released to the appropriate individual;
 - 6.12.2. Obtain a release signature from the appropriate individual that shall verify the receipt of the crafts/products;
 - 6.12.3. Provide a thirty (30) day limit for family and friends to pick-up the "gifts"; and
 - 6.12.4. Notify the NH Department of Corrections Hobbycraft Foreman if any "gifts" were not picked up by family and friends after the thirty (30) day limit which the Hobbycraft Foreman will determine a charity for donation of the "gift" and make arrangements for the charity to pick up the "gift" at the Vendor's retail store/showroom location.
- 6.13. Custom/Special Orders: Inmates are permitted to accept custom/special orders for crafts/products via the Vendor. The same Commission Structure identified in 6.5.3 of this RFP shall apply to Custom/Special orders. To fulfill these requests, the Vendor shall be provided designated NH Department of Corrections order forms to initiate these requests. Upon completion of the form, the form shall be forwarded to the Department's Hobbycraft Foreman for approval of production. If approval is granted then the following shall apply:
- 6.13.1. It shall be the responsibility of the NH Department of Corrections Hobbycraft Foreman to communicate with the customer to determine the specifications, type of materials, estimated completion date, final sales price and pickup date;
 - 6.13.2. The delivery of any Custom/Special Order shall follow the same pick up and delivery procedures to the Vendor's retail store/showroom as identified in section 6.8., above, of this RFP;
 - 6.13.3. It shall be the responsibility of the Vendor to verify the customer's identity prior to payment and receipt of the Custom/Special Order;
 - 6.13.4. If the Custom/Special order is not picked up after thirty (30) days of the Vendor taking receipt of craft/product, the Vendor shall contact the NH Department of Corrections Hobbycraft Foreman who will determine the disposition of the item.
- 6.14. Craft/Product Inventory Management: The Vendor shall be responsible for the management and inventory control of the crafts/products delivered to the Vendor's retail/showroom.
- 6.14.1. On a weekly basis the Vendor shall forward, e-mail or fax, a sales log for the crafts/products sold by the Vendor on behalf of the inmates to the Hobbycraft Foreman;
 - 6.14.1.1. Weekly sales log shall consist of the following information:
 - Date of Sale;
 - Craft/Product Description;
 - Inventory Control Number; and
 - Retail Price Sold.
 - 6.14.2. The Vendor shall notify the NH Department of Corrections Hobbycraft Foreman of any craft/product of inventory (excluding "gifts" and/or custom/special orders) that is deemed slow moving and not sold after one hundred eighty (180) days of receipt of the craft/product. The Vendor will remove the craft/product from the sales floor.
 - 6.14.3. It shall be the responsibility of the Hobbycraft Foreman to notify the inmate that produced the slow moving craft/product and instruct the inmate to have a family/friend pick up the item at the Vendor's store/showroom location within fourteen (14) days of the inmate notice. If the slow moving craft/product is not picked up within the allotted fourteen (14) days, it will be the responsibility of the Hobbycraft Foremen to make arrangements for the craft/product to be donated and

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picked up at the Vendor's store/showroom by a charity to be determined by the Hobbycraft Foreman.

- 6.15. Inmate Information: The Vendor shall ensure that all personal information relative to an inmate's identity remain confidential.

7. General Service Provisions:

- 7.1. Tools and Equipment: The Contractor will be provided with the tools and equipment as deemed necessary by the NH Department of Corrections, Hobbycraft Foreman, to provide the requested services. Any and all tools and containers shall be inventoried before entering and exiting the facility and are subject to search by the NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 7.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 7.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the contract. If it is necessary to change the contract, this provision will require Governor and Executive Council approval.
- 7.4. Contractor Employee Information: The Contractor shall be responsible for providing the Name, Date of Birth (DOB), and Social Security number of all drivers the Vendor plans to assign for delivery services. The NH Department of Corrections will do a criminal record check on all prospective workers who might be assigned to provide services for the NH Department of Corrections. Anyone who is found to have a criminal record shall not be allowed to provide delivery services. Vendor employee names must be submitted to the NH Department of Corrections, Hobbycraft Foreman or designee, P.O. Box 14, Concord, NH 03302, at least seven (7) days before the person(s) are to provide services. This rule applies for any new Vendor employee that is assigned to perform delivery services. This policy applies for the duration of the Contract and any renewals thereof.
- 7.5. Licenses, Credential and Certificates: The contractor shall ensure all Vendor employees meet the requirements of the State and shall possess the credentials, licenses and/or certificates required by law and regulation to provide the services required.
- 7.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 7.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 7.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 7.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.

Scope of Services
Exhibit A

- 7.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Attention: Recreation Department Hobbycraft Foreman, or designee, P.O. Box 14, Concord, NH 03302.
- 7.8. Contractor Liaison's Responsibilities: The Contractor's designated liaison shall be responsible for:
- 7.8.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 7.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 7.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 7.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 7.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. The NH Department of Corrections representative shall be responsible for:
- 7.9.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the approval of the New Hampshire Governor and Executive Council, where needed;
- 7.9.2. Monitoring compliance with the terms of the Contract;
- 7.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
- 7.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
- 7.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 7.10. Reporting Requirements: The Contractor shall provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by the NH Department of Corrections. The Contractor, at a minimum, shall provide the following reports:
- 7.10.1 Weekly Sales Log;
- 7.10.2. Itemized Monthly Sales Report of products sold to include the following information:
- Date of Sale for each product sold;
 - Inventory Control Number for each product sold;
 - Description of each product sold;
 - Retail Price for each product sold;
 - Amount due to Contractor (Contractor's Commission) for each product sold;
 - Amount due to NH Department of Corrections Recreation Fund (Commission) for each product sold;
 - Amount due to each Inmate for each product sold; and
 - Subtotal Contractor's Commission, Recreation Fund Commission and amount due to Inmates.

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- 7.10.3. The Itemized Monthly Sales Report shall reconcile with the appropriate Weekly Sales Logs.
- 7.11. **Performance Evaluation:** NH Department of Corrections shall, at its sole discretion:
 - 7.11.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof;
 - 7.11.2. The Hobbycraft Foreman of the NH Department of Corrections may meet with the Contractor at a minimum of twice (2) a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;
 - 7.11.3. Request additional reports and/or reviews the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
 - 7.11.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for the Contractor to complete corrective actions within fourteen (14) days;
 - 7.11.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - 7.11.5.1. Not in compliance with the terms of the Contract;
 - 7.11.5.2. If satisfactory corrective action in 7.11.4 is not achieved; and
 - 7.11.5.3 Terminate the Contract as otherwise permitted by law.

8. Other Contract Provisions:

- 8.1. **Modifications to the Contract:** In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
 - 8.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
 - 8.1.1.1. Not in compliance with the terms of the Contract, or;
 - 8.1.1.2. As otherwise permitted by law or as stipulated within this Contract.
- 8.2. **Coordination of Efforts:** The Contractor shall fully coordinate the activities to the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

9. Bankruptcy or Insolvency Proceeding Notification:

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

10. Embodiment of the Contract:

- 10.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
 - 10.1.1. Request for Proposal (RFP) and any amendments thereto;
 - 10.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 10.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms

and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.

- 10.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 10.1.3. shall govern.
- 10.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

11. Cancellation of Contract:

- 11.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Contractor with a written notice of such cancellation.
- 11.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 11.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 11.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

12. Contractor Transition:

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

13. Audit Requirement:

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

14. Additional Items/Locations:

Upon agreement of both parties, additional equipment, if applicable, and/or other facilities may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

15. Information:

- 15.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.
- 15.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate that becomes available to the Contractor in connection with its performance under the Contract.
- 15.3. In the event of unauthorized use or disclosure of the inmate information, the Contractor shall immediately notify the NH Department of Corrections.

- 15.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 15.5. All financial, statistical, personnel and/or technical data supplied by the NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

16. Public Records:

NH RSA 99-1:A, guarantees every person access to all public records. This RSA provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

17. Special Notes:

- 17.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 17.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 17.3. Locations may be added and/or deleted or reassigned to alternate facilities after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 17.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 17.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 17.4.2. Secure the contractor's written agreement to the proposed changes.
- 17.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

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SECTION C: Estimated Budget/Method of Payment, Exhibit B

1. Signature Page

The Vendor proposes to provide Inmate Retail Store Services for the New Hampshire Department of Corrections (NHDOC) inmates in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P/37, section 1.7 - Completion Date.


AUTHORIZED SIGNATURE

5-10-12
DATE

Robert Grevior, President
NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a "BEST AND FINAL OFFER" from vendors submitting acceptable and/or potentially acceptable proposals. The "BEST AND FINAL OFFER" would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

2. Fee Structure for Inmate Retail Store Services:

- 2.1. Retail/Showroom Space: The Vendor shall provide retail/showroom space free of charge to the NH Department of Corrections to display and sell artistic crafts/products on consignment that are produced by inmates participating in the Hobbycraft Program.
- 2.2. Sales Staff Labor: The Vendor shall provide sales staff labor free of charge to the NH Department of Corrections to aid in the process of inmate crafts/products to be sold.
- 2.3. Inmate Crafts/Products: Inmate crafts/products shall be sold by the Vendor on a consignment basis utilizing the Vendor's retail/showroom space and sales staff.
- 2.4. Sales Prices and Surcharges: The sales price for any craft/product delivered to a Vendor's retail store/showroom shall be determined by the inmate who produced the craft/product. Two surcharges shall be deducted from the inmate's original sales price: (1) Vendor commission for each craft/product sold (2) NH Department of Corrections Recreation Fund commission.
- 2.5. Commissions:
 - 2.5.1. Vendor's Commission: The commission from each craft/product sold by the Vendor shall be set at a maximum of twenty percent (20%) of the inmate's original sales price.
 - 2.5.2. NH Department of Corrections Recreation Fund Commission: The Recreation Fund commission from each craft/product sold by the Vendor shall be at a minimum of ten percent (10%) of the inmate's original sales price.
 - 2.5.3. Inmate Percentage of Sales (NH Department of Corrections Inmate Trust Fund): For each product sold, the inmate shall receive the difference between the inmate's original sales price less the Vendor's Commission and the Recreation Fund Commission.
 - 2.5.4. Commission Structure Example: The following example, below, is for illustration purposes only. An end table is produced & delivered to the retail store with an original sales price set by the inmate of one hundred dollars (\$100.00).

End Table: Original Sale Price of \$100.00		
	Percentage	Commission/Profit
Retail Store	20%	\$20.00 Commission
NHDOC	10%	\$10.00 Commission
Inmate	70%	\$70.00 Profit

- 2.6. Advertising: It is the Department's vision that the cost for any advertising by the Vendor shall be free of charge in lieu of a commission to the Vendor for each craft/product sold by the Vendor.
- 2.7. Terms of Customer Payment: Acceptance of payment of inmate crafts/products shall be determined by the Vendor's payment policies and procedures. The Vendor shall assume and bear the cost all merchant card fees, charge backs and/or banks fees.

3. Method of Payment:

- 3.1. On a monthly basis the Contractor shall provide separate payments (checks) to the NH Department of Corrections Recreation Fund and the NH Department of Corrections Inmate Trust Fund.
- 3.2. The monthly NH Department of Corrections Recreation Fund payment shall reconcile to the NH Department of Corrections Recreation Fund (Commission) subtotal amount identified on the Itemized Monthly Sales Report.

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**Estimated Budget/Method of Payment
Exhibit B**

- 3.3. The monthly NH Department of Corrections Inmate Trust Fund payment shall reconcile to the NH Department of Corrections Inmate Trust Fund subtotal amount identified on the Itemized Monthly Sales Report.
- 3.4. The monthly NH Department of Corrections Recreation Fund and Inmate Trust Fund payments shall be sent to: NH Department of Corrections, Attention: Inmate Accounts, P.O. Box 14, Concord, NH 03302.

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Section D: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

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