

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
REQUEST FOR PROPOSAL (RFP)  
STATEWIDE HVAC MAINTENANCE, REPAIR AND  
REPLACEMENT SERVICES  
RFP# NHES 2021-05**

**Section 1 – Overview and Schedule**

**A. Executive Summary**

New Hampshire Employment Security (‘NHES’ or ‘Agency’) is seeking proposals from qualified vendors (‘Vendor’ or ‘Contractor’ or ‘Proposer’) to provide preventative maintenance and repair/replacement services for NHES heating, ventilation, and air conditioning (‘HVAC’) systems at facilities throughout the state to include all humidifiers, direct exhaust units and any applicable unit that may be in or at NHES locations, or at locations that may come under the control of NHES. The Proposer must also be able to install replacement units/parts as needed and obtain all materials, permits and approvals required for work performed under any contract resulting from this RFP.

**B. Schedule**

The following table provides a Schedule of Events for this RFP through contract approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME (EST)
RFP Released to Proposers	05/06/2021	
Proposer Inquiries Due	05/14/2021	4:00 PM
Final Agency Responses to Proposer Inquiries	05/18/2021	4:00 PM
Proposers Submit Proposals	05/21/2021	4:00 PM
Estimated Timeframe for Selection and Begin Contract Negotiations	TBD	
Estimated Submission for Governor and Council Approval	06/30/2021	10:00 AM

## **Section 2 - Description of Agency/Program Issuing the Request for Proposals**

NHES provides unemployment compensation and reemployment services to the public at facilities located throughout New Hampshire. All are secure facilities and have various HVAC systems. A current list of NHES facility sites covered in this RFP is located in Attachment A hereto. NHES facilities have a variety of HVAC systems that require regular preventative maintenance, repairs and/or replacement services. NHES is soliciting proposals from qualified vendors to provide agency-wide HVAC preventative maintenance, repairs and/or replacement services.

## **Section 3 – Proposed Scope of Work**

The work will consist of performing all work, to include providing all labor, materials, tools, equipment and transportation, necessary to provide preventative maintenance and repair/replacement services for NHES HVAC systems at facilities across the state. Vendor must also be able to install replacement units/parts as needed. HVAC systems shall include all humidifiers, direct exhaust units and any applicable unit that may be in or at current NHES locations, or at locations that may come under the control of NHES. Vendor is responsible for obtaining all materials, permits and approvals required for work performed under the contract resulting from this RFP.

### **Frequency of Examinations**

Vendor will perform preventative maintenance and inspect units each October, June and April in accordance with specifications below, with repairs being completed as needed. Humidifiers will be inspected each October and April, with repairs being completed as needed. Filters will be cleaned/replaced each October, June, April and January in accordance with specifications below.

### **Specifications**

The following specifications are minimum requirements. Vendor must meet or exceed minimum requirements and demonstrate, to the satisfaction of NHES, that items quoted meet or exceed minimum required standards for HVAC systems. Items that do not meet minimum standards will not be accepted and will be grounds for rejection of proposal. Any deviation and/or substitution of equipment from specification must be resolved through the vendor inquiry process.

The contract resulting from this RFP will include any and all buildings that are or may come under the control of NHES. Similarly, any and all buildings that are no longer NHES property will no longer be serviced.

Please refer to Inspection Checklist, Attachment B, as a guideline.

Vendor will furnish all labor and materials required to service and/or make repairs to maintain equipment in excellent operating condition. The minimum service will include:

1. Clean coils, condensers, strainers and traps;
2. Change oil, check and repair leaks;
3. Check for and repair leaks of refrigerant, add refrigerant as required;
4. Tighten, adjust and clean internal unit controls and safety devices (many sites have stand-alone thermostats);
5. Provide seasonal change-over, as required;
6. Clean drip pans and condensation lines as far as sanitary drains;
7. Maintain proper belt tension and alignment. Provide a spare belt of each size on site and replace worn belts as required;
8. Replace damaged, worn or inoperative components as required;
9. Maintain electrical wiring from disconnect switch to unit;
10. Adjust valves, controls, dampers and calibrate controls;
11. Clean, adjust and maintain humidifier apparatus;
12. Maintain thermostat calibration as required;
13. Provide technical assistance over-the-telephone; and
14. Change filters four (4) times per year and/or when needed, which may be dependent upon season and location (see Attachments A and B). Units must be shut down during filter change.
  - a. Filters will be pleated DP-60, high efficiency filters with the exception of one inch (1") filters, which will be DP-40 pleated, medium efficiency filter or washable filter. Replace interior washable, pleated filters with MERV 11 filters (minimum standard capacity).

### **Locations and Equipment**

The contract resulting from this RFP will cover complete HVAC systems including all controls of the following units and locations currently owned by NHES as well as any equipment/locations that may come under the control of NHES:

#### **151 Pleasant Street, Berlin, NH 03570**

- [4] Greenheck Ventilator Fan Units
- [1] Trane 10 ton YSC 120 Gas Heating/Cooling Model #BCF107
- [1] Trane 10 ton YSC 120 Gas Heating/Cooling Model #BCF106
- [1] Pure steam "PS-6.5" humidifier

#### **404 Washington Street, Claremont, NH 03743**

- [1] 12.5 ton Carrier 208/3/60 Heating Gas Model #48TCFD14A3A5-0A0A0
- [3] Replace interior washable, pleated filters with MERV 11 (minimum standard capacity)
- [1] 4 ton Carrier Model #48TCEA05A2A5-0A0A0

[1] Vapormist converted to DI Model #VM99-12-DI Serial #1071943-01-01

**45 South Fruit Street, Concord, NH 03301**

Trane Blower Coils:

- [1] Blower Coil Adm Warehouse Trane BCHC054A 1700 CFM
- [1] Blower Coil Mailroom 010 Trane BCHC054A 850 CFM
- [1] Blower Coil Reproduction Rm 020 Trane BCHC036A 1800 CFM
- [1] Blower Coil UPS 035 Trane BCHC036A 1000 CFM
- [1] Blower Coil Conference Rm 033 East 2100 CFM
- [1] Blower Coil Conference Rm 033 West 2000 CFM
- [1] Blower Coil Kit Prep 123 Seating 123B Trane BCHC090F 2900

Trane Fan Coils:

- [1] FCBB0201J\*\*B0H10AE3M00- -D2JJEJ10002000000000
- [1] FCJB0601J\*\*B0H10AE3M00- -D2LLEJ10002000000000
- [1] FCCB0601K\*\*F0A00BE3M00- -D2LLEJ10002000000000
- [1] FCHB0201K\*\*C0J10BE3M00- -D2JJEJ10002000A00000
- [1] FCCB1001J\*\*F0A00BF3M00- -D2NJEJ10002000000000
- [1] FCCB1001J\*\*F0A00BF3M00- -D1NJEJ10002000000000
- [1] FCCB0801J\*\*F0A00BE3M00- -D1LLEJ10002000000000
- [1] FCCB1001J\*\*F0A00BE3M00- -D1NNEJ10002000000000
- [1] FCCB0601J\*\*F0A00BE3M00- -D1LLEJ10002000000000
- [1] FCCB0401K\*\*F0A00BF3M00- -D1LJEJ10002000000000
- [1] FCCB0601K\*\*F0A00BE3M00- -D1LLEJ10002000000000
- [1] FCCB0401K\*\*F0A00BF3M00- -D1LJEJ10002000000000

Humidifiers:

- [1] Nortec Model NHTC +020 Serial #213328
- [1] Nortec Model NHTC +010 Serial #2133217

Boilers:

- [2] Bosch Model #SB625WS-480 Serial #3520-211-000016-7738003044 and Serial #3520-211-000017-7738003044
- [2] Riel RS50 Burners

Building Automated System

Tracer ES (currently maintained by Trane US Inc)

**518 White Mountain Highway, Conway, NH 03818**

- [1] Vaporsteam Model #VLC/VLDI
- [1] Carrier Model #48TJE005-501QE Input 115,000 BTU Output 92,000 BTU
- [1] Carrier Model #48TJE014-521QE Input 250,000 BTU Output 200,000 BTU

**426 Union Avenue, Laconia, NH 03246**

- [2] York twinned gas fired furnaces 260,000 BTU
- [2] York 15 ton condenser matching DX coils
- [4] Furnaces -York Model #PHUE3N13006
- [2] Condensers -York Model #HB180C00A2
- [4] DX Coils -York GFD090535
- [2] Humidifiers SK320M Serial #03179940 and #034210757

[1] Mitsubishi Split System Model #PK18FK3 Serial #28G000659D  
Building Automated System  
Metasys 30

**298 Hanover Street, Manchester, NH 03104**

Heating:

[1] Teledyne Laars Mini Therm II gas fired boiler 63,000 BTU/HR Model #JVT075NDIS Serial #CO1JCO290  
[1] Taco Circulator Pump Model #008-F4

Air Conditioning:

[1] RTU Rheem 7 ton Model #RKKA-A085CL13E gas fired heater 109,000 BTU/HR 230/208 v3ph  
[1] RTU Rheem 6 ton Model #RKKA-A073CL13E gas fired heater 109,000 BTU/HR 230/208 v3ph  
[1] RTU Carrier Heat Pump 230/208 Model #38QN030300  
[1] Carrier Condenser Split Unit 230/208 Model #40AQ030300BU Serial #2485A32375

Outside Split Units:

[2] Sanyo split condensers Model #CH1812  
[1] Air Handler Model #KMS0912  
[1] Weather Kind condenser Model #0AJ4801  
[1] Air Handler -First Co. Model #48MAX4HW [Heating Side] Model #USM348AP [Cooling Side]  
[1] Sanyo split condenser Model #CH2432  
[1] Air Handler with heat coil Model #THS2432

Humidification:

[2] PNE Model #SK314M 230/208 v3ph

**6 Townsend West, Nashua, NH 03263**

[1] Liebert Split System Model #DS028AMCOE1353A Serial #CO708E0083  
[2] Bryant Model #580FEV090180 Serial #1902G50627 and #3602G50621 – RTU #1 and #2  
[1] Bryant Model #580FEV060115 Serial #3502G102-12 – RTU #3  
[1] Bryant Model #582ANW018040 Serial #1702G209700N –RTU #4  
[2] Bryant Model #582ANW024060 Serial #2902G20971 and #3002G40957 – RTU #5 and #6  
[2] Bryant Model #580FEV036074GA Serial #4107G40434 and #4102G433 – RTU #7 and #8  
[2] Steam Humidifier NEP Model #SK320M-208-3 Serial #02439040 and #02449094  
[1] Includes HRM Humidistat Room Modulation - HC204 Humidistat Siebe  
[1] RH1405D0 Pressure Differential  
[1] 1-3/8 Hose  
[1] 30E 30" 35MM Manifold  
[1] Steam Humidifier SK306M Serial #051913510

Building Automated System

Back Talk View Port

**2000 Lafayette Road, Portsmouth, NH 03801**

[1] 4 ton Gas Electric ACU Model #YCH048-090C  
[1] Trane 5 ton Gas/Electric Air Conditioning Unit Model #UCH048-090C  
[1] 10 ton Gas/Electric Air Conditioning Unit  
[1] Gas/Electric Air Conditioning Unit Model #YSC1203RLA39D Serial #831101723L  
[1] Gas/Electric Air Conditioning Unit Model #YCD090C3LOAA Serial #G27142383D  
[1] Sanyo Split System CL0951 Serial #0019522

[1] PS Series Electric Humidifier

**29 South Broadway, Salem, NH 03079**

[4] Greenheck Ventilator Fan Units

[1] Trane 10 ton YSC 120 Gas Heating/Cooling Model #BCF107

[1] Trane 10 ton YSC 120 Gas Heating/Cooling Model #BCF106

[1] Pure steam "PS-6.5" Humidifier

**6 Marsh Brook Drive, Somersworth, NH 03878**

[1] Carrier 15 ton Model #48TCFD16DCA5-0A0A0

[1] Replace 20x20x2 interior washable pleated filters with MERV 11 (minimum standard capacity)

[1] Carrier 5 ton Model #48TJE007-512FF Serial #4999G21270

[1] Belt-A39

[1] Replace 16x25x2 interior washable pleated filters with MERV 11 (minimum standard capacity)

[1] EFl (On the roof)

[1] Penn Ventilation Co Model #DX11VSP Serial #P-04

[2] Humidifier Model #NMHC10 Serial #602501202002 and Model #NHMC20 Serial #602501303001

**Response Time**

Vendor must respond to emergency service requests within two (2) hours.

**Report**

Upon completion of each preventative maintenance inspection, the Vendor will provide NHES a written report or findings, according to the checklist in Attachment B.

**Work Area**

Vendor will leave work areas clean. Whenever working on roof-top units, Vendor must stay on roof pads as damage can result from not adhering to this requirement.

**NHES Responsibility**

NHES will provide reasonable access to electricity and water. NHES will include a service/inspection checklist, identical to Attachment B contained herein, in any resulting contract, and which is to be completed by the Vendor and returned to NHES after each service/inspection.

**Sub-Contracting**

- Vendor will not sub-contract any HVAC task unless prior approval is received from NHES.
- Work required by a utility company may be done, at Vendor's expense, as required. Utility companies are not sub-contractors.
- Some jobs may require repair work to walls, floors or ceilings as a result of required access for wiring. Vendor may sub-contract this repair work if sub-contractor is approved, in advance, by NHES.

- Sub-contractor rates for control portion of HVAC systems will be normal rates charged on government jobs and may exceed rates established in this agreement. The sub-contractor hourly rate may not exceed \$150 per hour during normal business hours, and may allow for overtime rates as applicable, which may include off-business hours, weekends, Sunday and holidays.
- Vendor will list potential sub-contractors in Attachment C.

### **Safety Issues and Compliance Requirements**

- Safety and protection of NHES personnel and property is of the utmost concern. Vendor will, whenever necessary or required, furnish safety equipment and devices and take all precautions necessary to protect health, safety and property. All work will interfere as little as possible with NHES business functions.
- Work will be performed in compliance with all applicable State and Federal safety laws, rules, regulations and standards, including but not limited to OSHA and US Department of Labor requirements.
- Damage to NHES property will be the responsibility of the Vendor. Vendor will repair any damage it causes to NHES property promptly at no expense to NHES.
- Any rubbish or debris, including spent batteries or other equipment, will be promptly removed from the premises following replacement. All materials will be disposed of off-site in accordance with applicable laws, rules, regulations and ordinances.
- Routine work under this Agreement will be performed in a timely and professional manner during normal working hours unless otherwise agreed in advance.

### **Scheduling and Mileage**

- NHES reserves the right to schedule HVAC work to be completed by its own qualified employees if possible.
- NHES reserves the right, in an emergency, due to HVAC Vendor's busy schedule, or on-going large projects, if needed, to schedule with other HVAC Vendors.
- Mileage rate for one vehicle traveling to job site will be paid at the current state mileage rate. Travel miles will be calculated for one vehicle per job site or any number of continuous sites per day. Travel time will be computed per scheduled worker based on starting from home base or Concord, or previous NHES site, whichever is closest to job site, and returning to home base. Travel time/mileage will be detailed on invoice.

### **HVAC Systems**

Vendor may be required to perform related duties such as duct work, replacing or moving roof top units, or other installation and remodeling/repair work as needed.

## **Invoice**

Vendor will invoice NHES following completion and acceptance of each job. NHES will make payment through the normal state payment process, which is up to 30 days following receipt of approved invoice.

Invoice must include the following:

- Date work was performed;
- Address of job site;
- Brief description of work performed;
- Itemized listing of materials and cost;
- Hours worked; and
- Hourly rate charged. If different rates are charged for different employment classifications, Vendor must distinguish classifications on invoice.

Invoices should be sent to:

New Hampshire Employment Security  
ATTN: Fiscal Management Section  
45 South Fruit Street  
Concord, NH 03301

## **Section 4 – Process for Submitting a Proposal**

### **A. Proposal Submission, Deadline, and Location Instructions**

Proposals submitted in response to this RFP must be received by NHES, no later than the time and date specified in the Schedule of Events section, herein. Proposals may be submitted by US Mail, Delivery Service, or In Person. Proposals must be addressed to:

**State of New Hampshire**  
**Department of Employment Security**  
**c/o Jill Revels, Business Administrator**  
**Fiscal Management Section**  
**45 South Fruit Street**  
**Concord, NH 03301-4857**

Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF EMPLOYMENT SECURITY**  
**RESPONSE TO RFP# NHES 2021-05**  
**STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES**



Unless waived as a non-material deviation in accordance with Section 6B, late submissions will not be accepted and will be returned to the proposers unopened. Delivery of the Proposals shall be at the Proposer's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated above. The Agency accepts no responsibility for mislabeled mail or mail that is not delivered or undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Proposer's responsibility.

All Proposals submitted in response to this RFP must consist of at least one (1) original and two (2) clearly identified copies of the Proposal, including all required attachments.

## **B. Proposal Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Points of Contact:

TO: [Jill.D.Revels@nhes.nh.gov](mailto:Jill.D.Revels@nhes.nh.gov)  
CC: [Jesse.B.Propri@nhes.nh.gov](mailto:Jesse.B.Propri@nhes.nh.gov)

Inquiries must be received by the Agency's RFP Points of Contact no later than the conclusion of the Proposer Inquiry Period (see Schedule of Events section, herein). Inquiries received later than the conclusion of the Proposer Inquiry Period shall not be considered properly submitted and may not be considered.

The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events section, herein; however, this date is subject to change at the Agency's discretion. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. The Agency may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

## **C. Restriction of Contact with Agency Employees**

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Agency regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. Agency employees have been directed not to

hold conferences and/or discussions concerning this RFP with any potential Vendor during the selection process, unless otherwise authorized by the RFP Points of Contact. Proposers may be disqualified for violating this restriction on communications.

#### **D. Validity of Proposal**

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

### **SECTION 5 - Content and Requirements for a Proposal**

Proposals shall follow the following format and provide the required information set forth below:

#### **Technical Proposal (submit in sealed envelope and separate from Price Proposal)**

Company Background/Qualifications – Provide a brief description of the Proposer’s organization, including the number of years in business and number of years providing services similar to those requested in this RFP. Describe your proposed process for providing the services requested by the RFP and proposed staffing.

References – Provide three references who can speak to the Proposer’s performance of services similar or identical to those requested in this RFP. Proposer shall also provide any potential sub-contractors. References and potential sub-contractors will be provided using Attachment C.

#### **Price Proposal (submit in sealed envelope and separate from Technical Proposal)**

Price Proposal – Attachment D contains the necessary price proposal elements required under this RFP. The Price Proposal **must** be labeled clearly and sealed separately from the Technical Proposal.

### **SECTION 6 – Evaluation of Proposals**

#### **A. Criteria for Evaluation and Scoring**

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

#### **Technical Proposal (submit in sealed envelope and separate from Price Proposal)**

- Relevant experience and overall qualifications to include years in HVAC business. NHES is seeking an established HVAC Company with qualified staff and with at least 10 years in the business/industry. Maximum points awarded will be 20.
- Demonstrate ability to maintain and service a variety of HVAC equipment. NHES is seeking an established HVAC Company with at least 10 years of experience maintaining

and servicing a variety of HVAC equipment within a reasonable timeframe. Maximum points awarded will be 25.

- References from clients for whom similar services have been performed. NHES is seeking an established HVAC Company with a good reputation of providing similar services to at least three clients. Maximum points awarded will be 20.

**Price Proposal (submit in sealed envelope and separate from Technical Proposal)**

- Price proposal. NHES is seeking a reasonable price proposal for HVAC services. Maximum points awarded will be 35.

If the Agency, determines to make an award based on these evaluations, the Agency will notify the selected Proposer(s). Should the Agency be unable to reach agreement with the selected Proposer(s) during Contract discussions, the Agency may then undertake Contract discussions with the next preferred Proposer and so on, or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

The Agency will use a scoring scale of 100 points, a maximum of 35 points awarded based on the Price Proposal, a maximum of 65 points awarded for the Technical Proposal, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
<b>TECHNICAL PROPOSAL</b> with the following potential maximum points for each Technical Proposal category;	<b>65</b>
1. Relevant Experience/Overall Qualifications to include years in HVAC business/industry.	20
2. Demonstrate ability to maintain and service a variety of HVAC equipment within a reasonable timeframe.	25
3. References from clients for whom similar services have been performed.	20
<b>PRICE PROPOSAL</b> potential maximum points	<b>35</b>
<b>TOTAL POTENTIAL MAXIMUM POINTS AWARDED</b>	<b>100</b>

The Agency will select a Proposer based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize scores.

**B. Planned Evaluations**

The Agency plans to use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Preliminary evaluation of the Proposals;

- Oral interviews and Product Demonstrations (if necessary);
- Final Evaluation of Technical Proposals and scoring;
- Final Evaluation of [other categories] and scoring (if applicable);
- Review of Price Proposals and final scoring;
- Best and Final Offer (BAFO) if appropriate; and
- Select the highest scoring Proposer and begin contract negotiation.

### **C. Initial Screening**

The Agency will conduct an initial screening step to verify Proposer compliance with the technical submission requirements set forth in the RFP and the minimum content set forth in Section 5 of this RFP. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

### **D. Preliminary Technical Scoring of Proposals**

The Agency will establish an evaluation team to initially score the Technical Proposals. This evaluation team will review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6. Price Proposals will remain sealed during the preliminary technical review.

### **E. Oral Interviews and Product Demonstrations**

If the Agency determines that it is appropriate, proposers may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Agency retains the sole discretion to determine whether to conduct oral interviews, with which proposers; and the number of interviews. Proposers are advised that the Agency may decide to conduct interviews with less than all responsive proposers.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Proposers are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. The Agency may ask the Proposer to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct Oral Interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the Proposals.

### **F. Final Technical Scoring of Proposals**

Following Oral Interviews, Product Demonstrations, Reference Checks (if appropriate) and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each Technical Proposal.

### **G. Price Proposal Review**

Price proposals will be opened upon completion of the final technical scoring of proposals. The Proposer's Price Proposal will be allocated a maximum potential score of 35 points. Proposers are advised that this **is not a low bid award** and that the scoring of the price proposal will be combined with the scoring of the technical proposal to determine the overall highest scoring Proposer.

The following formula will be used to assign points for costs:

$$\text{Proposer's Price Score} = (\text{Lowest Proposed Price} / \text{Proposer's Proposed Price}) \times \text{Number of Points for Score}$$

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Proposer who has scored above the minimum necessary for consideration on the Technical Score, if applicable.

### **H. No Best and Final Offer**

The Proposal should be submitted initially on the most favorable terms which the proposer can offer. There will be no best and final offer procedure. The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

### **I. Final Selection**

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

### **J. Rights of the Agency in Accepting and Evaluating Proposals**

The Agency reserves the right to:

- Make independent investigations in evaluating Proposals;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the Agency's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and

- Open contract discussions with the second highest scoring Proposer and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

## **SECTION 7 – Terms and Conditions Related To The RFP Process**

### **A. RFP Addendum**

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

### **B. Non-Collusion**

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

### **C. Property of the Agency**

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

### **D. Confidentiality of a Proposal**

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

### **E. Public Disclosure**

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Agency will post the name, rank or score of each proposer. In the event that the contract does not require Governor & Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least 5 business days before final approval of the contract.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly,

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

## **F. Non-Commitment**

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

## **G. Proposal Preparation Cost**

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

## **H. Ethical Requirements**

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in



violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

## **I. Challenges on Form or Process of the RFP**

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Agency at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Proposer is deemed to have waived any challenges to the form or procedures set forth in this RFP.

## **Section 8 – Contract Terms and Award**

### **A. Non-Exclusive Contract**

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

### **B. Award**

If the State decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

### **C. Standard Contract Terms**

The Agency will require the successful bidder to execute a Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix A. Any contract entered into as a result of this RFP is subject to approval by Governor & Executive Council and contingent upon continued appropriation of funding for the contract.

The Term of the Contract will be for three (3) years from the date of approval.

The Agency may consider modifications of this form during negotiations. To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. The Agency will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Agency accepts a Proposer's exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

#### **D. Special Terms To Be Included In A Contract Resulting From This RFP**

- a. **TERMINATION** Either party may terminate this agreement at any time. The party requesting termination must give the other party written notice, by certified mail, to so terminate at least sixty (60) days prior to effective date of termination.
- b. **CONFIDENTIALITY AND CRIMINAL RECORD** Contractor and each of its employees working on NHES property will be required to sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORD AUTHORIZATION FORM** prior to the start of any work. There is a fee for each background check required, which must be paid by the Contractor.
- c. **NH CERTIFICATE OF GOOD STANDING** Contractor must provide a **CERTIFICATE OF GOOD STANDING** from the NH Secretary of State.
- d. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS IN PRIMARY COVERED TRANSACTIONS** Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or State agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.
- e. **DAVIS-BACON ACT** Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and sub-contractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is

no Davis-Bacon assignation, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

- f. AMERICANS WITH DISABILITIES ACT** The undersigned Contractor agrees to comply with all Federal, State and Local ADA rules and regulations.
- g. DAMAGE** Contractor will agree that any damage to building(s), materials, equipment and/or other property during the performance of service will be repaired at Contractor's expense. Contractor agrees to return all building(s), materials, equipment and/or property to its original or better condition and with acceptance by a representative of NHES. Contractor agrees to obtain approval of NHES representative assigned to project for any sub-contractor performing such repair work.
- h. PAYMENT BOND/MILLER ACT** Contractor agrees to comply with The Miller Act bond requirement and NH RSA 447:16. A payment bond, with surety satisfactory for protection of all persons supplying labor and materials in carrying out construction, alteration, or repair work provided for in the contract may be required. Amount of payment bond will equal total amount payable by terms of contract unless officer awarding contract determines, in writing, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract. A Payment Bond is required for contracts \$30,000 or greater. A Performance Bond is required for contracts totaling \$100,000 or greater.
- i. NON-DISCRIMINATION**  
In connection with the furnishing of services under the Contract, the Contractor agrees to comply with all laws, regulations, and orders of federal, state, county or municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.
- j. VENDOR APPLICATION/ALTERNATE W-9**  
In connection with this Contract, the Contractor shall have completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property.
- k. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (if applicable)**  
For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as

supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

**l. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (if applicable)**

Contractor agrees to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**m. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (if applicable)**

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**n. BYRD ANTI-LOBBYING AMENDMENT (if applicable)**

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.