

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY**

**Local Office Door/Entry Point Support, Maintenance, Repair and
Replacement Services**

RFP 2023-03

TABLE OF CONTENTS

Section 1 – Overview and Schedule.....3

Section 2 – Requirements and Scope of Work4

Section 3 – Contract Terms and Conditions.....5

Section 4 – Request for Proposal Process6

Section 5 – RFP Terms and Conditions7

Section 6 – Evaluation of Proposals10

Section 7 – Process for Submitting a Proposal.....13

Section 8 – Proposal Content and Requirements.....15

Attachment A – Technical Proposal – Company Information16

Attachment B – Cost Proposal.....17

Form P-37 State of New Hampshire Agreement General Provisions Appendix A

SECTION 1 – Overview and Schedule

A. Goal of this procurement/Business needs:

New Hampshire Employment Security (“NHES”) is seeking proposals from qualified vendors provide evaluation, support, maintenance, repair and replacement services for the access points at the following twelve (12) local offices located throughout the State of New Hampshire to ensure proper operation and compliance with the Americans with Disabilities Act (“ADA”) and other applicable laws throughout the term of the contract:

1. 151 Pleasant Street, Berlin, NH 03570
2. 404 Washington Street, Claremont, NH 03743
3. 45 South Fruit Street, Concord, NH 03301
4. 518 White Mountain Highway, Conway, NH 03818
5. 149 Emerald Street, Suite Y, Keene, NH 03431
6. 426 Union Avenue, Suite 3, Laconia, NH 03246
7. 646 Union Street, Suite 100, Littleton, NH 03561
8. 300 Hanover Street, Manchester, NH 03104
9. 6 Townsend West, Nashua, NH 03063
10. 2000 Lafayette Road, Portsmouth, NH 03801
11. 29 South Broadway, Salem, NH 03079
12. 6 Marsh Brook Road, Somersworth, NH 03878

Proposals will be accepted for single, multiple, or all locations.

The resulting contract will be a Not to Exceed contract for the term of one (1) to three (3) years from the date of approval of the Governor and Executive Council. The contract term may be extended two additional one (1) year terms for a total contract period of three (3) to five (5) years at the sole option of NHES, subject to the parties’ prior written agreement and required governmental approvals including Governor and Executive Council.

B. Schedule

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

EVENT	DATE	LOCAL TIME
RFP Released (Advertisement)	10/10/2023	12:00 PM
Vendor Inquiry Period Ends	10/20/2023	4:30 PM
Final Agency Responses to Inquiries	10/27/2023	4:30 PM
Proposal Due	11/3/2023	4:30 PM
Estimated Notification of Selection		TBD

C. Description of Agency or Program issuing the Request for Proposals

NHES provides unemployment compensation and reemployment services to the public at various locations throughout New Hampshire.

In this RFP, "Vendor" means a person or entity who offers products or services for sale. "Selected Vendor" means the qualified Bidder which has been identified by NHES as having received the best score for its proposal according to the criteria set forth in this RFP.

D. Vendor Instructions

Interested vendors must read the entire RFP and submit the required documents in the manner specified in the RFP. Vendors are responsible for reviewing the most updated information related to this RFP before submitting proposals.

SECTION 2 – Requirements and Scope of Work

NHES utilizes a combination of Norton handicap door closers, Horton handicap door closers, von Duprin drop rods, and mag locks at its Local Offices. Upon award and approval of the contract, the selected Vendor will immediately provide qualified inspectors to examine the access points at each of the above-described office locations to be completed within thirty (30) days of notice of contract award to the Vendor. Within thirty (30) days following completion of all inspections, Selected Vendor will provide NHES with a report detailing all recommended maintenance, repairs, and replacements necessary to bring NHES Local Offices into compliance with ANSI/BHMA A156.19 standards and a proposed cost for each repair. NHES will then issue

a Notice to Proceed to Selected Vendor detailing the specific maintenance, repairs, and replacements authorized by NHES.

In addition, the Selected Vendor will provide support and maintenance services including semi-annual inspections of the entry points at all listed locations as well as on-call support for the entry points at all listed locations.

SECTION 3 -- Contract Terms and Conditions

A. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. NHES reserves the right, at its discretion, to retain other contractors to provide any of the services or deliverables identified in this RFP or make an award by item, part or portion of an item, group of items, or total Proposal.

B. Award

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

C. Standard Contract Terms

NHES will require the selected vendor to execute a contract using the Standard Terms and Conditions of the State of New Hampshire (Form P-37) which is attached as Appendix A. In no event is a vendor to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

The terms of this RFP and the Selected Vendor's Proposal will be used to form the terms of any resulting contract. The resulting contract may incorporate some or all of the selected vendor's Proposal. References in the P-37 to Exhibits A, B and C are references to the required structure of any resulting contract (Exhibit A – Special Provisions/Amendments to the P-37, Exhibit B – Scope of Services, and Exhibit C – Payment Terms) and are not references to sections of this RFP.

To the extent that a Vendor believes that exceptions to the contract terms in Appendix A will be necessary for the Vendor to enter into the contract, the vendor must note those issues during the Vendor Inquiry Period, as further described Section 4B.

SECTION 4 –Request for Proposal Process

A. Agency Point of Contact/Restriction of Contact with Agency Employees

The sole point of contact for this RFP, from the RFP issue date until the approval of the resulting contract by the Governor and Executive Council is:

Erik Bal, Counsel Erik.P.Bal@nhes.nh.gov

Karen Levchuk, General Counsel Karen.A.Levchuk@nhes.nh.gov

From the date of release of this RFP until an award is made and announced regarding the selection of a vendor, all communication with personnel employed by or under contract with NHES regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Vendors may be disqualified for violating this restriction on communications.

B. Vendor Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, any changes to the RFP, and any exceptions to the contract terms in Appendix A, including the Form P-37, shall be submitted via email to NHES Point of Contact specified above. Inquiries must be received by the end of vendor inquiry period (see Schedule of Events herein).

The vendor must identify the RFP name and the number and include the vendor's name, telephone number, and e-mail address.

NHES will issue responses to properly submitted inquiries on or before the date specified in the Schedule of Events; however, this date is subject to change at NHES's discretion. NHES may consolidate and/or paraphrase questions for sufficiency and clarity. NHES may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. **In response to requested exceptions to P37, NHES will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. Questions about or requested exceptions to the RFP, Form P-37 and/or any relevant attachments not raised during the inquiry period are waived.** Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon NHES. Official responses by NHES 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.

SECTION 5 – RFP Terms and Conditions

A. Debarment

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this RFP.

B. Proposal Preparation Cost

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

C. 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.

D. RFP Addendum

NHES 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, NHES, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

E. Non-Collusion

The Vendor'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 Vendors and without effort to preclude NHES from obtaining the best possible competitive Proposal.

F. Property of NHES

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

G. Proposal Confidentiality

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 Vendor's disclosure or distribution of Proposals other than to NHES may be grounds for disqualification.

H. Public Disclosure

The information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting

contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know law, including 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/>).

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this RFP should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the vendor claims must be exempt from disclosure as “CONFIDENTIAL.” Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a Vendor’s designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a Vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Vendors acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and

- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

I. Electronic Posting of RFP Results and Resulting Contract

At the time of receipt of proposals, NHES 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, NHES will post the ranks or scores of each responding Vendor. In the event that the contract does not require Governor & Executive Council approval, NHES will disclose the rank or score at least 5 business days before final approval of the contract.

Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this RFP, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a proposal, Vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online.

J. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit NHES to award a contract. NHES 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.

K. Ethical Requirements

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

L. Challenges to Identification of Selected Vendor

Within 5 business days of NHES's posting of the rank or score on its website, Vendors may, in accordance with RSA 21-G:37, request that NHES review its selection process. The request must

be in writing and must specify all points on which the Vendor believes NHES erred in its process and shall contain such argument in support of its position as the Vendor seeks to present. In its request for review, a Vendor shall not submit, and an agency will not accept nor consider, any substantive information that was not included in the original proposal. NHES will respond to the request within 5 business days of its receipt.

SECTION 6 – Evaluation of Proposals

A. Criteria for Evaluation and Scoring

NHES will evaluate each responsive Proposal using a scoring scale of 100 points, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	40
1. Relevant Experience/Overall Qualifications	30
2. References from clients for whom similar services have been performed	10
PRICE PROPOSAL MAXIMUM POINTS	60
TOTAL MAXIMUM POINTS	100

NHES will select a Vendor 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 NHES, will be used to refine and finalize scores.

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

B. Planned Evaluations Steps

NHES plans to use the following process:

- Step 1. Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Step 2. Preliminary evaluation of the Technical Proposals;

- Step 3. Oral interviews and Product Demonstrations (if necessary);
- Step 4. Final Scoring of Technical Proposals;
- Step 5. Price Proposals review;
- Step 6. Best and Final Offer (BAFO) if appropriate; and
- Final Selection: Select the highest scoring vendor(s) and begin contract execution.

C. Step 1: Initial Screening

NHES will conduct an initial screening to verify Vendor compliance with the proposal submission requirements set forth in Sections 4 and 7. NHES 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. Step 2: Preliminary Technical Scoring of Proposals

NHES will establish an evaluation team to review for compliance of the minimum requirements as set forth in Section 2. This evaluation team will then review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6. Should a Vendor fail to achieve 20 Points in the preliminary technical scoring, it will receive no further consideration from the evaluation team and the Vendor's price proposal will be returned unopened. Price proposals will not be reviewed by the evaluation team during the preliminary technical review.

E. Step 3: Oral Interviews and Product Demonstrations

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

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written proposals. Vendors are prohibited from altering the basic substance of their proposals during the oral interviews and product demonstrations. NHES may ask the Vendor 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. Step 4: Final Technical Scoring of Proposals

Following oral interviews, product demonstrations, reference checks (if appropriate) and/or review of written clarifications of proposals requested by NHES, the evaluation team will determine a final score for each technical proposal.

G. Step 5: Price Proposal Review

Price proposals will be reviewed upon completion of the final technical scoring of proposals. The Vendor's price proposal will be allocated a maximum potential score of 60 points. Vendors 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 Vendor.

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

$$\text{Vendor's Price Score} = (\text{Lowest Proposed Price} / \text{Vendor's Proposed Price}) \times 60$$

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

H. No Best and Final Offer

The Proposal should be submitted initially on the most favorable terms which the Vendor can offer. There will be no best and final offer procedure.

I. Final Selection

NHES will conduct a final selection based on the final evaluation of the proposals or, if requested, as a result of the Best and Final Offer, and begin contract discussions with the Selected Vendor(s).

J. Rights of NHES in Accepting and Evaluating Proposals

NHES reserves the right, at its sole discretion, to:

- Make independent investigations in evaluating proposals;
- Request additional information to clarify elements of a proposal;
- Waive minor or immaterial deviations from the RFP and contract requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in NHES's view, the step is not needed;
- Reject any and all proposals at any time; and
- Open contract discussions with the second highest scoring Vendor and so on, if NHES is unable to reach an agreement on contract terms with the higher scoring vendor(s).

SECTION 7 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

Vendors shall submit a physical **and** an electronic copy of their Proposal as detailed below.

Proposals submitted in response to this RFP must be received no later than the Proposal Due Date specified in the Schedule of Events, herein.

The Price proposal must be labeled clearly and submitted separately from the technical proposal.

Unless waived as a non-material deviation in accordance with Section 6, late submissions will not be accepted and will be returned to the Vendors unopened. Delivery of the Proposals shall be at the Vendor's expense. The time of receipt shall be considered when a Proposal has been officially documented by NHES, in accordance with its established policies, as having been received at the location designated below. NHES accepts no responsibility for damaged, mislabeled, or undeliverable mailed or emailed proposals. Any damage that may occur due to shipping shall be the Vendor's responsibility.

Proposals must include one electronic copy of the Proposal with all Confidential Information fully redacted, as provided for in Section 5H of this RFP.

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE

RESPONSE TO RFP: NHES 2023-03 Access Audit and Repair and Replacement Services

Physical Proposals

Physical Proposals must be addressed to:

STATE OF NEW HAMPSHIRE

Department of Employment Security

45 South Fruit Street

Concord, NH 03301

Physical Submissions shall include:

- a) One original and two (2) clearly identified copies of the Proposal including required attachments; and
- b) One (1) Electronic submission as described below.

Electronic Proposals

Electronic Proposals must be addressed to:

TO: Erik.P.Bal@nhes.nh.gov

CC: Karen.A.Levchuk@nhes.nh.gov

Subject line must include: RESPONSE TO RFP: NHES 2023-03 Access Audit and Repair and Replacement Services

Electronic Submissions must be submitted using the following criteria:

- a. Searchable PDF Format
- b. Files must be less than 10MB in size.

Exception: If files are greater than 10MB in size, the vendor will be required to submit their proposal in parts. It is the vendors responsibility to ensure a complete proposal is submitted.

SECTION 8 – Proposal Content and Requirements

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

For example:

- Cover page
- Transmittal letter
- Technical Proposal:
 - Executive summary providing a brief background of the vendor including number of years in business and number of years providing services similar to those requested in this RFP
 - References – Provide three references who can speak to the Vendor’s performance of services similar or identical to those requested in this RFP.
- Price Proposal: must be submitted separately (if applicable, reference a specific section or appendix relative to price proposal)

**ATTACHMENT A
RFP NHES 2023-03**

TECHNICAL PROPOSAL – COMPANY INFORMATION

Brief Background of the Vendor: _____

YEARS IN BUSINESS:

--

YEARS PROVIDING SERVICES SIMILAR TO THOSE REQUESTED IN THIS RFP:

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REFERENCES: List Name, Email, Address, Telephone # of three (3) Customer/Client References.

PROPOSED SUBCONTRACTORS: Please give Name, Email, Address, Telephone # of potential sub-contractors and indicate whether all costs for subcontracted services are included in your proposal.

**ATTACHMENT B
RFP NHES 2023-03**

COST PROPOSAL

PLEASE RETURN THIS COMPLETED PAGE

The undersigned hereby proposes to provide Access Audit to New Hampshire Employment Security (“NHES”), and agrees to perform in accordance with the terms and specifications set forth in the RFP, for an itemized amount based on the hourly rates below.

Once Vendor has completed an access audit of NHES Local Offices for which Vendor is selected, Vendor will provide to NHES a Report of recommended maintenance, repairs, and replacements and a cost for each recommendation. Vendor shall provide Repair and Replacement Services for those recommendations approved by NHES in a Notice to Proceed at the prices provided in the Report.

NHES LOCAT ION	INSPECTI ON OF DOORS/EN TRY POINTS HOURLY LABOR YEAR ONE	MAINTEN ANCE, REPAIR, AND REPLACE MENT HOURLY LABOR YEAR ONE	INSPECTI ON OF DOORS/EN TRY POINTS HOURLY LABOR YEAR TWO	MAINTENA NCE, REPAIR, AND REPLACE MENT HOURLY LABOR YEAR TWO	INSPECTI ON OF DOORS/E NTRY POINTS HOURLY LABOR YEAR THREE	MAINTEN ANCE, REPAIR, AND REPLACE MENT HOURLY LABOR YEAR THREE
Berlin	\$	\$	\$	\$	\$	\$
Claremont	\$	\$	\$	\$	\$	\$
Concord	\$	\$	\$	\$	\$	\$
Conway	\$	\$	\$	\$	\$	\$
Keene	\$	\$	\$	\$	\$	\$
Laconia	\$	\$	\$	\$	\$	\$
Littleton	\$	\$	\$	\$	\$	\$
Manchester	\$	\$	\$	\$	\$	\$
Nashua	\$	\$	\$	\$	\$	\$

Portsmouth	\$	\$	\$	\$	\$	\$
Salem	\$	\$	\$	\$	\$	\$
Somersworth	\$	\$	\$	\$	\$	\$

Maintenance, repair, and replacement materials markup	%
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Respondent/Bidder (Company) Name:	
Signature of Company Representative:	
Name and Title of Company Representative:	
Address:	
E-mail Address:	Telephone Number: