

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

**STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT
SERVICES**

RFP 2024-01

SECTION 1 – Overview and Schedule

A. Goal of this procurement/Business needs:

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. In order to be considered by the State as a qualifying proposal, each submission must, in addition to other requirements contained herein, include such HVAC related services for all locations identified in this request.

Further, in addition to the above, the Proposer must also include in its response, all proposed costs associated with the removal and replacement of the HVAC system components described below at the NHES local office in Laconia, New Hampshire. Such replacement must be completed within three (3) months of contract award and must include systems of similar or better quality than those described below as currently in place in Laconia.

The resulting contract will be Not to Exceed for the term of 3 years from the date of approval of the Governor and Executive Council. The contract term may be extended by an additional term of 1 year at the sole option of the Agency, 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. 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
RFP Released (Advertisement)	3/20/2024	12:00PM
Vendor Inquiry Period Ends	3/29/2024	4:30 PM
Final Agency Responses to Inquiries	4/5/2024	4:30 PM
Proposal Due	4/19/2024	4:30 PM
Estimate Timeframe for Oral Presentations and Interviews (if applicable)		TBD
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 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.

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

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.

A. Replacement of HVAC Systems at Laconia Local Office

Within three (3) months of contract award, Vendor will remove and replace the following HVAC system components at NHES's Local Office in Laconia, NH:

- [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

Vendor's proposal shall include systems of similar or better quality than those listed above.

B. 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.

C. 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).

D. 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

Replacement system described above

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 #NMHC1O Serial #602501202002 and Model #NHMC20 Serial #602501303001

E. Response Time

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

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 3 -- Contract Terms and Conditions

A. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The Agency 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 the Agency 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

The Agency 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

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 the Agency 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 the Agency 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.

The Agency 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 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. **In response to requested exceptions to P37, 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. 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 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.

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 the Agency 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

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.

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 the Agency from obtaining the best possible competitive Proposal.

F. Property of the Agency

All material received in response to this RFP shall become the property of the Agency and will not be returned to the vendor. Upon contract award, the Agency 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 the Agency 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, 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, the Agency will post the ranks or scores of each responding vendor. In the event that the contract does not require Governor & Executive Council approval, the Agency 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 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.

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 the Agency’s posting of the rank or score on its website, vendors may, in accordance with RSA 21-G:37, request that the agency review its selection process. The request must be in writing and must specify all points on which the vendor believes the agency 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. The agency will respond to the request within 5 business days of its receipt.

SECTION 6 – Evaluation of Proposals

A. Criteria for Evaluation and Scoring

The Agency 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;	65
1. Relevant Experience/Overall Qualifications to include years in HVAC business/industry.	20
2. Laconia HVAC System Replacement	10
3. Demonstrate ability to maintain and service a variety of HVAC equipment within a reasonable timeframe.	25
4. References from clients for whom similar services have been performed.	10
PRICE PROPOSAL MAXIMUM POINTS	35
1. Laconia HVAC System Replacement Cost	20
2. Statewide Yearly Maintenance, Repair, and Replacement Cost	15
TOTAL MAXIMUM POINTS	100

The Agency 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 the Agency, will be used to refine and finalize scores.

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

B. Planned Evaluations Steps

The Agency 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;
- Final Selection: Select the highest scoring vendor(s) and begin contract execution.

C. Step 1: Initial Screening

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

The Agency 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.

E. Step 3: Oral Interviews and Product Demonstrations

If the Agency 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. The Agency retains the sole discretion to determine whether to conduct oral interviews, with which vendors; and the number of interviews. Vendors are advised that the Agency 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. The Agency

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 the Agency, 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 35 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:

$$\text{Vendor's Price Score} = (\text{Lowest Proposed Price for Replacement of Laconia HVAC System} / \text{Vendor's Proposed Price for Replacement of Laconia HVAC System}) \times 20 + (\text{Lowest Proposed Price for Statewide Maintenance, Repair, and Replacement Services} / \text{Vendor's Proposed Price for Statewide Maintenance, Repair, and Replacement Services}) \times 15$$

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

The Agency 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 the Agency in Accepting and Evaluating Proposals

The Agency 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 the Agency'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 the Agency 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

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 the Agency, in accordance with its established policies, as having been received at the location designated below. The Agency 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 *and* three (3) physical copies 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: RFP NHES 2024-01 Statewide HVAC Maintenance, Repair, and Replacement Services

Physical Proposals

Physical Proposals must be addressed to:

STATE OF NEW HAMPSHIRE

New Hampshire Employment Security

45 South Fruit Street

Concord, NH 03301

Physical Submissions shall include:

- a) Three (3) copies of the Proposal including required attachments; and
- b) One (1) Electronic submission submitted as described below

Electronic Proposals

Electronic Proposals must be addressed to:

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

CC: Jesse.B.Propri@nhes.nh.gov

Subject line must include: RESPONSE TO RFP: RFP NHES 2024-01 Statewide HVAC Maintenance, 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:

- Cover page
- Technical Proposal:
 - Executive summary providing a brief background of the vendor enabling NHES to evaluate vendor’s relevant experience and overall qualifications. Specifically, summary shall include vendor’s years in HVAC business;
 - Proposal for replacement of HVAC System at Laconia Local Office including all necessary replacement equipment, labor costs for removal of current HVAC system and installation of replacement HVAC systems;
 - Demonstrable ability to maintain and service a variety of HVAC systems.
 - References (identify how many references are needed and whether there are any preference where the references are from)
- Price Proposal: See Attachment D