

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

**Production Black and White Photocopier/Printer/Scanner Device and Color
Multifunction Printer – Purchase Basis**

RFP 2026-03

SECTION 1 – Overview and Schedule

A. Goal of this procurement/Business needs:

The purpose of this Request for Proposal is to procure one production black and white photocopier/printer/scanner device and one color multifunction printer, on a purchase basis, with a full-service maintenance agreement for a period of five (5) years.

This RFP is published in conjunction with RFP NHES 2026-04 Production Black and White Photocopier/Printer/Scanner and Color Multifunction Printer, Lease-to-Own Basis. Vendors may submit responsive proposals to either RFP NHES 2026-03 Production Black and White Photocopier/Printer/Scanner and Color Multifunction Printer, Purchase Basis, RFP NHES 2026-04 Production Black and White Photocopier/Printer/Scanner and Color Multifunction Printer, Lease-to-Own Basis, or both.

Whether Vendor submits a proposal in response to RFP NHES 2026-03 Production Black and White Photocopier/Printer/Scanner and Color Multifunction Printer, Purchase Basis, RFP NHES 2026-04 Production Black and White Photocopier/Printer/Scanner and Color Multifunction Printer, Lease-to-Own Basis, or both, **proposals will only be considered responsive if they include technical and price proposals for both the production black and white photocopier/printer/scanner device and color multifunction printer.** Responsive proposals must also include a 5-year maintenance proposal for **both devices.**

The resulting contract will be Not to Exceed for the term of five (5) years from the date of approval of the 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)		
Vendor Inquiry Period Ends		4:30 PM
Final Agency Responses to Inquiries		4:30 PM
Proposal Due		4:30 PM

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

NHES administers unemployment benefits, collects the taxes from employers which fund those benefits, and oversees programs assisting unemployed and employed individuals in finding and gaining employment.

NHES is seeking proposals from qualified vendors for the acquisition of a production black and white photocopier/printer/scanner device and a color multifunction printer, either on a purchase

or lease-to-own basis, along with full-service maintenance services for said devices. NHES is seeking to enter a five-year contract for full-service maintenance services.

In this RFP, "Agency" or "NHES" means the Department of Employment Security. "Vendor" means a person or entity who offers products or services for sale. "Selected vendor" means the qualified Bidder which has been identified by the Agency 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

A. PRODUCTION BLACK & WHITE PHOTOCOPIER/PRINTER/SCANNER DEVICE

1. NHES seeks to acquire a production black & white photocopier/printer/scanner device, either on a purchase or lease-to-own basis. Vendor shall provide a device in full compliance with the following specifications:
 - a. Device shall include, but not be limited to, all parts, boards, and Multifunction Device internal software to enable all photocopier, print, and scan function;
 - b. Device shall not be a discontinued Multifunction Device model or a Multifunction Device model no longer in production at the time of bid opening;
 - c. Device shall be a Digital Monochrome Multifunction Device only;
 - d. Device shall have a touch screen control panel interface;
 - e. Device shall have a minimum monthly duty cycle of 1,000,000;
 - f. Device shall include a minimum of five (5) adjustable paper drawers (not including bypass) handling a range of 8-1/2” x 11” to 12” x 18” paper sizes;
 - i. Three (3) paper drawers must have vacuum feed;
 - ii. All drawers must be online at the same time;
 - iii. Minimum total capacity of 7,500 sheets 20 lb. bond;
 - g. Device shall accept and output paper weight ranges of 70-300 gsm (20 lb. bond to 100 lb. cover);
 - h. Device shall include 100 sheet capacity for RADF, ERDH or Duplex Single Pass Feeder with 1:2, 2:1 and 2:2 features to copy and scan a minimum range of 5-1/2” x 8-1/2” to 12” x 18” paper sizes;
 - i. Device shall provide the ability to designate default tray access and automatically detect correct paper size of output;
 - j. Device shall allow the restriction of pc desktop access to Device based on network authentication; user name and password;
 - i. Passwords must allow for a minimum of 10 characters in length to contain a combination of upper and lowercase characters and at least one number or special character not defined as letters or numerals such as @, &, !;
 - k. Device shall allow the option to restrict “walk-up” access (End User is physically at the Device) to authenticated End Users via username, password, or user code or a combination of such;
 - l. Device must have ability to be shared amongst End Users through a network environment as a peripheral device;
 - m. Device shall run on a 220 volt, 25 amps maximum electrical supply. Device shall be Energy Star complaint and feature automatic power saving modes to conserve power when printer has not been active for maximum of ten (10) minutes;
 - n. Device shall be able to print without difficulty on recycled paper having 30% postconsumer waste content. New Hampshire state law requires the use of recycled paper whenever possible.
2. Photocopier
 - a. Monochrome Digital imaging systems only;
 - b. Device shall provide a minimum of 600 x 600 dpi imaging;

- c. Device shall produce 8-1/2" x 11" 20 lb. bond simplex copies at a minimum speed of 105 pages per minute;
- d. Device shall produce 8-1/2" x 11" 20 lb. bond duplex copies at a minimum speed of 52.5 pages per minute;
 - i. Device shall provide exact duplex registration and image shifting capabilities;
- e. Minimum Halftone: 125 lines per inch;
- f. Device shall copy a minimum range of 5-1/2" x 8-1/2" to 12" x 18" paper sizes;
- g. Device shall include a minimum of five (5) adjustable paper drawers (not including bypass) handling a range of 8-1/2" x 11" to 12" x 18" paper sizes;
 - i. Three (3) paper drawers must have vacuum feed;
 - ii. All drawers must be online at the same time;
 - iii. Minimum total capacity of 7,500 sheets 20 lb. bond;
- h. Device shall accept and output paper weight ranges of 70-300 gsm (20 lb. bond to 100 lb. cover).

3. Printer

- a. Print Controller RIP
 - i. Device shall support a minimum of TIFF, PDF, PCL6, Adobe Postscript Level 3 CSII, VIPP/Postscript, PPML and AFP;
 - ii. Device shall not convert to proprietary language. Open architecture and true PDF;
 - iii. Device shall have a minimum 10 GB hard drive;
 - iv. Device shall have a minimum 1.5 GB RAM;
 - v. Print drivers must be upgradable and included as a normal function of FSMA preventive maintenance;
- b. Monochrome print systems only;
- c. Device shall produce 8-1/2" x 11" 20 lb. bond simplex copies at a minimum speed of 105 pages per minute;
- d. Device shall produce 8-1/2" x 11" 20 lb. bond duplex copies at a minimum speed of 52.5 pages per minute;
 - i. Device shall provide exact duplex registration and image shifting capabilities;
- e. Device shall provide a minimum of 1200 x 1200 dpi print resolution;
- f. Minimum Halftone: 125 lines per inch;
- g. Device shall include a minimum of five (5) adjustable paper drawers (not including bypass) handling a range of 8-1/2" x 11" to 12" x 18" paper sizes;
 - i. Three (3) paper drawers must have vacuum feed;
 - ii. All drawers must be online at the same time;
 - iii. Minimum total capacity of 7,500 sheets 20 lb. bond;
- h. Device shall accept and output paper weight ranges of 70-300 gsm (20 lb. bond to 100 lb. cover);
- i. Device shall provide both secure and on-demand printing described as follows:
 - i. Secure printing: Holds the print job and shall not print unless the End User chooses to print;

- ii. On-demand printing: Allows for immediate print directly from the End Users pc desktop;
 - j. Device shall allow End User the option to print simplex or duplex from pc desktop;
 - k. Device shall allow End User the ability to view and alter other print features including, but not limited to, paper size, paper tray selection, paper orientation and any other user generated feature made available through the Device;
 - l. Device shall allow the End User the ability to view print status via pc desktop;
 - m. Device shall allow the End User the option to cancel print job(s) from pc desktop as well as directly from Device;
- 4. Scanner
 - a. Scans shall not be recorded as a meter click from allotted volume. Meter clicks shall be restricted to printed material only which includes copies made and print output materials only;
 - b. Color functionality (color image for scanned document);
 - c. Minimum 600 x 600 dpi imaging with 8 bit grey;
 - d. Device shall produce 8-1/2" x 11" 20 lb. bond simplex scans at a minimum speed of 60 IPM 200 DPI;
 - e. Device shall provide End User options for scan to print, scan to FTP, scan to email; scan to pc desktop, scan to network share using Active Directory authentication;
 - i. Device shall allow NH DoIT staff the ability to remotely test configurations for scan to network;
 - f. Device shall permit scanning from platen as well as through ERDH, RADF, or Duplex Single Pass system(s);
 - g. Device shall provide automatic scanning of two sided originals;
 - h. Device shall provide automatic creation of multiple paper scanned documents to PDF with setups for automatic file compressions;
 - i. Device shall provide the ability for user to save scans to PDF, TIFF, or JPEG formats;
 - j. Device shall provide the following image editing capabilities:
 - i. Cropping;
 - ii. Skew Adjustments;
 - iii. Edge Erasing;
 - iv. Document Rotation;
 - v. Image Shifting;
 - vi. Page Numbering;
 - vii. Watermarks;
 - viii. Date Stamps;
 - k. Device shall allow End User the option to cancel scan job(s) direct from Device.
- 5. Finishing
 - a. Layouts:
 - i. 2 up to 16 up;
 - ii. Booklet;

- iii. Perfect Booklet;
- iv. Custom Layouts;
- v. Zoom reduction/enlargement: variable minimum range 50-400%
- b. Device shall include a 100 sheet inline stapler/finisher allowing the option of 1 or 2 staples corner or flat;
- c. 2 and 3 hole punch capable online and offline;
- d. Offset collator;
- e. Post sheet inserter;
- f. Booklet Maker: Able to produce fifty (50) 11" x 17" sheets (200 page) 20 lb. bond, folded, saddle stapled, and face trimmed;
- g. Online and offline folder that can letterfold and fold in half 8-1/2" x 11", double parallel fold 8-1/2" x 14" and fold in half 11" x 17".

6. Technology

- a. Device must allow network connectivity through LDAP authentication with Active Directory domain credentials;
- b. Device must use only one network connection for network printing and scanning;
- c. Device must allow RJ 45 interface
- d. Device must include 500 MB memory with upgrade ability;
- e. Minimum protocol support: TCP/IP, HTTP, and SMTP;
- f. Minimum Operating System Compliance: Windows XP, Windows Vista, Windows 7, future Windows operating system, Windows Server 2003, Windows Server 2008, future Windows Server operating systems MAC (PPD File) 9.x to 10.7 and future MAC operating systems;
- g. Device shall allow designated and authorized End User Network Administrators the ability to view all job queues for Device across the network to include all authenticated users;
- h. Any hard drive device used to store documents within the Device or accessory option(s) shall have overwrite capabilities to prevent unauthorized access to stored documents;
- i. Any memory device used to store documents with the Device or accessory option(s) shall have a manual and automatic clear feature to prevent unauthorized access to stored documents.

7. Delivery

- a. Vendor shall deliver, install, and maintain the Device at:
 - Repro Center
 - New Hampshire Employment Security
 - 45 South Fruit Street
 - Concord, NH 03301
- b. Delivery shall be made within twenty (20) working days after receipt of order;
- c. Device and any accessories shall be shipped or delivered to the installation site securely and properly packaged, skidded, tied, etc., according to responsible and accepted commercial practices without extra charge for same. Packages shall be clearly marked with purchase order number, delivery address and any other pertinent information;

- d. All good thus delivered shall be in brand new condition and if found to be otherwise, shall be promptly replaced by Vendor.

8. Installation

- a. Before installation is undertaken, Vendor shall notify New Hampshire Department of Information Technology (“DoIT”) of the proposed installation and set a date and time for them to be present for Device activation and network integration;
- b. After deliver of the print engine and all related parts and accessories, Vendor will unpack all pieces, and assemble them into a fully operation Device;
- c. When installed, the Device and all its subsystems and parts shall be in perfect working condition. Any part or system not meeting this standard shall be brought into compliance with all possible speed;
- d. Vendor shall coordinate with NH DoIT to make sure a DoIT staff person is present at the time of system activation to perform network integration.

9. Training

- a. Within three (3) working days after the Device has been established as fully operational, Vendor shall provide on-site training in the operation of the machine for up to three (3) operators;
- b. Training session(s) shall be of sufficient number, duration, and content to impart proficiency of operation to the end users at NHES, to their complete satisfaction. Training shall be expected to take no more than one full business day;
- c. Upon completion of the trainings, NHES shall accept the installation of the Device as being complete and will sign off on it. Vendor shall consider the date of sign-off to be the date of commencement of the 60-month contract period;
- d. If needed, Contractor shall provide additional spot training upon request any time within the term of the contract at no additional charge.

10. Vendor Cooperation with NH DoIT Staff

- a. Vendor shall work cooperatively with the State’s designated Information Technology personnel and shall coordinate installation of the Device with them before the equipment is installed;
- b. Vendor shall contact DoIT staff via a help desk request called in to (603) 271-7555 or emailed to helpdest@nh.gov. When doing so, Vendor will reference a work order ticket number that will be provided on the contracting purchase order;
- c. Vendor shall consult with DoIT regarding the IT aspects of installation at least ten (10) working days prior to the intended date of Device activation;
- d. Over the life of the contract, Vendor shall confer with DoIT personnel in advance regarding any contemplated technical repairs or maintenance to the Device that might affect network function, security, or any other technology infrastructure. Vendor will not undertake any such work without first receiving explicit DoIT approval;
- e. Vendor shall provide DoIT with step-by-step training and documentation for the operation, configuration, and all enabled functionality of the Device, and any attachments or accessories;

- f. Contractor shall notify DoIT's authorized contact person(s) before the Device is to be removed from its location for any reason;
- g. At the time of removal of the Device for any reason, Vendor shall either:
 - i. Remove the hard drive from the machine and leave it with NHES to destroy, or;
 - ii. Sanitize all data on the hard drive in accordance with NIST SP 800-88r1, using either the Purge or the Destroy method as specified in Section 5 of NIST SP 800-88r1, and subject to verification by a designated DoIT employee;
- h. Vendor shall set the default condition of all USB ports on the device as disabled. USB function will only be enabled by the end-user when needed;
- i. Vendor shall update the device firmware to the latest version and disable automatic firmware updates;
- j. Vendor shall disable all unnecessary protocols not required to perform functions as needed, such as FTP, Telnet, and WiFi;
- k. Vendor shall disable or change default SNMPv1 and SNMPv2 community strings;
- l. Vendor shall disable all management protocols except HTTPS and SNMPv3;
- m. Vendor shall remove all unnecessary application from the device. Vendor shall review all application that allow connectivity to a cloud platform with NHES before removal;
- n. Vendor shall enable audit logging;
- o. Vendor shall enable DoIT personnel to change and set their own administrative passwords;
- p. If possible, Vendor shall set device to encrypt print files written to the device hard drive and automatically clear those files from the disk after the files have been uploaded;
- q. Vendor shall ensure that , upon reboot or power on/off, system does not go back to defaults.

B. COLOR MULTIFUNCTION PRINTER

- 1. NHES seeks to acquire a color multifunction printer, either on a purchase or lease-to-own basis. Vendor shall provide a device in full compliance with the following specifications:
 - a. Device shall be sheetfed and shall form images on paper by toner-based electrophotography;
 - b. Device shall be able to digitally scan, copy, and print and will include all parts, boards and internal software necessary to do so;
 - c. Device shall be able to print and photocopy at a speed of 60 pages per minute or faster at 8-1/2" x 11" page size;
 - d. Device shall have a rated duty cycle of at least 500,000 pages per month;
 - e. Device shall be able to print without difficulty on recycled paper having 30% postconsumer waste content. New Hampshire state law requires the use of recycled paper whenever possible;
 - f. Device and all its subsystems and parts shall be brand new. No demos, refurbished, remanufactured or used equipment will be included;

- g. Device shall not be a discontinued model or a model no longer in production at the time of bid submission;
- h. Device shall run on a 220 volt, 25 amps maximum electrical supply;
- i. Device shall be Energy Star or Rohs complaint and feature automatic power saving modes to conserve power when printer has not been active for a period of time;
- j. Device shall have or be provided with sufficient dedicated surge protection to protect against substantial power surges or shall be able to adequately protected by NHES's own two ESP Power Managers.

2. Technology Requirements

- a. Device shall have a minimum of 12 GB of RAM;
- b. Device shall have a hard disk drive with minimum 1 TB capacity;
- c. Device shall require only one network connection in order to perform workgroup printing and scanning through the network environment;
- d. Device shall accommodate Ethernet 1000-Base-T, 100-BaseTX, 10-Base-T and USB connections;
- e. Device shall offer operating system compliance to Windows 8.1, Windows 10, Windows Server 2008, Windows Service 2012, Windows 11 Enterprise, and any other future Windows operating systems.
- f. Device shall support the following page description languages: Adobe Postscript 3, PDF 1.7, TIFF, PPML, PCL5c, PCL XL;
- g. Device shall support the following data formats: PDF, TIFF, JPEG, XPS;
- h. Device shall be able to print Postscript and IPDS;
- i. Printer drivers shall be upgradeable and such upgrades shall be routinely included as a normal part of Full-Service Maintenance;
- j. Device makeready software shall offer a rich set of control features including the following: combine originals, paper select, copy density control, post inserting, re-size, image centering, frame center erase, non-image-area erase, adjust page margin, proof, interrupt copying, job list, reserve job, page rotation, simplex, duplex, stamp, paginate, insert tab.

3. Scanner Requirements

- a. Device shall have an integral black and white/color scanner that permits manual scanning from a platen as well as automatic duplex scanning through a duplexing automatic document feeder ("DADF") or a reversing automatic document feeder ("RADF");
- b. Device automatic document feeder shall be able to handle originals with standard sizes of 5-1/2" x 8-1/2", 8-1/2" x 11", 8-1/2" x 14" and 11" x 17";
- c. Device automatic document feeder shall have a capacity of 100 sheets or more;
- d. Device shall be able to scan at a resolution of at least 600 x 600 dpi with other resolution settings also available;
- e. Device shall be able to handle 1:2, 2:1, and 2:2 page imposition formats;
- f. Device shall not count scans as chargeable "clicks" on the impression count.

4. Photocopier Requirements

- a. Device shall be able to reproduce from hard copy originals;
 - b. Device shall be able to handle originals up to at least 11" x 17" size;
 - c. Device shall have Auto Paper Sensing to detect size of standard-sized originals and output on like-sized paper;
 - d. Device shall be able to copy at a minimum print resolution of 600 x 600 dpi;
 - e. Device shall be able to reduce and enlarge over a range of 25%-400% or better.
5. Printer Requirements
- a. Device shall allow on-demand printing from a networked PC desktop;
 - b. End-users printing to the Device from a desktop computer shall be able to: choose simplex or duplex, choose paper size, choose paper drawer, choose paper orientation, choose finishing options, view print status, and cancel print jobs.
6. Access Requirements
- a. Device shall have a touch screen control panel interface;
 - b. Controls shall allow restriction of walkup access through user authentication by means such as a user name, password, code, card reader or a combination of these;
 - c. Device shall have the ability to be shared among NHES as a workgroup printer through a network environment.
7. Paper Feed Requirements
- a. Device shall have at least 5 feed trays/drawers offering a total feeder capacity of at least 6,000 sheets of 20 lb. bond paper. At least 3 of these shall have vacuum/air feed capability;
 - b. Device shall be able to handle paper sizes up to 13" x 19";
 - c. Device shall be able to handle paper weights ranging from 62-360 gsm;
 - d. Device shall be able to automatically detect the size of paper placed in feed drawers;
 - e. Device shall be able to feed, handle, and deliver recycled paper having 30% postconsumer waste content;
 - f. Device shall allow the operator to designate the default drawer access;
 - g. Device shall allow "on the fly" refilling of empty paper drawers.
8. Finishing Requirements
- a. Device shall have a post-inserter;
 - b. Device shall have an output tray with capacity to hold at least 1,000 sheets of 20 lb. bond;
 - c. Device shall have a stapler finisher that can staple up to 100 sheets of 20 lb. bond paper, either one in the corner or two in the side;
 - d. Device shall be able to do 2-hole and 3-hole punching;
 - e. Device shall have a saddlestich unit.
9. Delivery
- a. Vendor shall deliver, install, and maintain the Device at:
Repro Center

New Hampshire Employment Security
45 South Fruit Street
Concord, NH 03301

- b. Delivery shall be made within twenty (20) working days after receipt of order;
- c. Device and any accessories shall be shipped or delivered to the installation site securely and properly packaged, skidded, tied, etc., according to responsible and accepted commercial practices without extra charge for same. Packages shall be clearly marked with purchase order number, delivery address and any other pertinent information;
- d. All good thus delivered shall be in brand new condition and if found to be otherwise, shall be promptly replaced by Vendor.

10. Installation

- a. Before installation is undertaken, Vendor shall notify New Hampshire Department of Information Technology (“DoIT”) of the proposed installation and set a date and time for them to be present for Device activation and network integration;
- b. After deliver of the print engine and all related parts and accessories, Vendor will unpack all pieces, and assemble them into a fully operation Device;
- c. When installed, the Device and all its subsystems and parts shall be in perfect working condition. Any part or system not meeting this standard shall be brought into compliance with all possible speed;
- d. Vendor shall coordinate with NH DoIT to make sure a DoIT staff person is present at the time of system activation to perform network integration.

11. Training

- a. Within three (3) working days after the Device has been established as fully operational, Vendor shall provide on-site training in the operation of the machine for up to three (3) operators;
- b. Training session(s) shall be of sufficient number, duration, and content to impart proficiency of operation to the end users at NHES, to their complete satisfaction. Training shall be expected to take no more than one full business day;
- c. Upon completion of the trainings, NHES shall accept the installation of the Device as being complete and will sign off on it. Vendor shall consider the date of sign-off to be the date of commencement of the 60-month contract period;
- d. If needed, Contractor shall provide additional spot training upon request any time within the term of the contract at no additional charge.

12. Vendor Cooperation with NH DoIT Staff

- a. Vendor shall work cooperatively with the State’s designated Information Technology personnel and shall coordinate installation of the Device with them before the equipment is installed;
- b. Vendor shall contact DoIT staff via a help desk request called in to (603) 271-7555 or emailed to helpdest@nh.gov. When doing so, Vendor will reference a work order ticket number that will be provided on the contracting purchase order;

- c. Vendor shall consult with DoIT regarding the IT aspects of installation at least ten (10) working days prior to the intended date of Device activation;
- d. Over the life of the contract, Vendor shall confer with DoIT personnel in advance regarding any contemplated technical repairs or maintenance to the Device that might affect network function, security, or any other technology infrastructure. Vendor will not undertake any such work without first receiving explicit DoIT approval;
- e. Vendor shall provide DoIT with step-by-step training and documentation for the operation, configuration, and all enabled functionality of the Device, and any attachments or accessories;
- f. Contractor shall notify DoIT's authorized contact person(s) before the Device is to be removed from its location for any reason;
- g. At the time of removal of the Device for any reason, Vendor shall either:
 - i. Remove the hard drive from the machine and leave it with NHES to destroy, or;
 - ii. Sanitize all data on the hard drive in accordance with NIST SP 800-88r1, using either the Purge or the Destroy method as specified in Section 5 of NIST SP 800-88r1, and subject to verification by a designated DoIT employee;
- h. Vendor shall set the default condition of all USB ports on the device as disabled. USB function will only be enabled by the end-use when needed;
- i. Vendor shall update the device firmware to the latest version and disable automatic firmware updates;
- j. Vendor shall disable all unnecessary protocols not required to perform functions as needed, such as FTP, Telnet, and WiFi;
- k. Vendor shall disable or change default SNMPv1 and SNMPv2 community strings;
- l. Vendor shall disable all management protocols except HTTPS and SNMPv3;
- m. Vendor shall remove all unnecessary application from the device. Vendor shall review all application that allow connectivity to a cloud platform with NHES before removal;
- n. Vendor shall enable audit logging;
- o. Vendor shall enable DoIT personnel to change and set their own administrative passwords;
- p. If possible, Vendor shall set device to encrypt print files written to the device hard drive and automatically clear those files from the disk after the files have been uploaded;
- q. Vendor shall ensure that , upon reboot or power on/off, system does not go back to defaults.

C. MAINTENANCE AND REPAIR SERVICE

- 1. The awardee shall be contracted to provide qualified Full-Service Maintenance and operating supplies for the Device.

2. The contract term for maintenance and repair services shall run for a total of five (5) years (60 months), commencing on the signed-off date of installation acceptance.
3. The Contractor shall have qualified technicians routinely available to provide onsite repair services and preventative maintenance during the hours of 8:00 a.m. to 5:00 p.m. Eastern Time, five (5) days a week, Monday – Friday (hereafter referred to as “Regular Service Hours”).
4. Upon receipt of a service request from the NHES Print Shop during Regular Service Hours, the Contractor shall respond by telephone within three (3) hours to schedule a service visit. In the event that a service request is made after 2:00 p.m. Eastern time on a Regular Service Hours day, the Contractor will respond to NH Employment Security Print Shop by e-mail or telephone call no later than 9:00 a.m. the next day of Regular Service Hours.
5. Unless jointly agreed otherwise between the NHES Print Shop and the Contractor, the Contractor shall have a qualified technician on-site to address the problem within four (4) hours of the Contractor’s response call. In the event a service request is made after 2:00 p.m., the Contractor shall have a qualified technician on-site no later than 9:00 a.m. the following day of Regular Service Hours following this request.
6. The operating supplies to be supplied under this contract shall include toner, developer, fuser, photoreceptive drums or belts and any other consumables needed for the day-to-day operation of the Device except paper and staples.
7. All replacement parts and consumable operating supplies shall be OEM brand.
8. All supplies and parts shall be delivered or shipped to NHES on an FOB Destination basis, prepaid by Vendor and included in the rates set forth in Vendor’s bid.
9. The labor, travel and parts costs associated with providing maintenance and repairs shall be covered through the monthly base charge and click charges quoted in this bid and shall not be billed as “extra”. The State of New Hampshire shall not be responsible to pay additional for any mileage or travel time for any service requested or performed in the normal execution of this agreement.

D. TONER

1. During the 60 months of paid maintenance and repair cost, the Contractor shall supply OEM toner for the device as needed and recover the cost of the toner and any shipping and delivery of it through the quoted quarterly base charge and/or click charges.

E. PERFORMANCE

1. If the Device should suffer a malfunction where it is completely “down” and non-productive for three or more consecutive whole working days, then unless jointly agreed otherwise between NHES Print Shop and the Vendor, the Vendor shall immediately provide a “loaner” device of similar or better capability at no charge. Vendor must have this replacement device on-site, installed under DoIT supervision as done for the original device, and made fully operational as quickly as possible, not more than six (6) working days after the initial device failure. This loaner device shall remain in place and be utilized, maintained, and repaired in the same manner and rates as, and in place of, the original device until such time as the original device has been restored to normal operating condition.
2. If the Device should suffer excessive malfunctions involving four or more instances within a three (3) month period where it is “down” for two or more consecutive whole working days each time, then the Vendor shall provide a “loaner” as described above. The loaner shall remain in place and be utilized, maintained, and repaired in the same manner and rates as, and in place of, the original device until such time as the Vendor has effectively cured the problem causing excessive malfunctions and demonstrated to the NHES’s satisfaction that the loaner can be safely removed without risking more excessive losses of productivity.
3. Any loaner installation or removal as described above shall be communicated to DoIT prior to the installation or removal and shall be supervised by DoIT.

F. REPLACEMENT PARTS

1. All replacement or repair parts and their transport shall be included in the rates of charge offered in this bid and shall not incur any additional charges. There will be no charge for any part delivered, neither for the part itself nor for its shipping or delivery to the End User’s location. All supplies and parts shall be delivered or shipped to the End User on an FOB Destination basis, prepaid by Contractor.
2. All replacement parts provided shall be OEM brand, unless agreed otherwise on a case-by-case basis with NH Employment Security Print Shop management.

G. END USER RESPONSIBILITY

1. If the Device should become physically damaged through the fault of the End User, then the End User shall be responsible for the cost of the repairs at the Contractor’s regular hourly labor rate for repair service. All supplies and parts necessary for such repair will be reimbursed to the Contractor by the End User at cost. All supplies and parts must be OEM and delivered FOB Destination.
2. Unless the End User demonstrates otherwise, the following types of damage are typically attributable to misuse and shall, unless attributed otherwise by agreement of the parties, be paid for by the End User as provided above:
 - a. Broken doors that appear to be physically torn from the machine.

- b. Large dents that cause the Device to fail in its capacity as specified.
- c. Damages to the Device caused by moving it without Contractor participation.
- d. Electrical damages (boards, wiring, chips, etc.) to the Device caused by failing to use the provided electrical surge protection.

H. INVOICING

1. Upon NHES acceptance of the Device installation, quarterly billing for service and supplies may commence.
2. The Quarterly invoice for Full-Service Maintenance and Supplies shall indicate the actual meter reads of Color and black and white impressions for the quarter, and shall itemize the base rate and click charges as computed from the meter reads.
3. All invoices for Full-Service Maintenance and Supplies shall be processed through the manufacturer's local dealer who services the account. NHES shall be able to resolve any problems, including invoicing, through communications with the local dealer.
4. Vendor shall be responsible for keeping its accounts receivable information up to date with the State by means of timely changes made to its Authorized Vendor Application at the State's online Vendor Resource Center.
5. Vendor may offer a discount for payment within 15 days of receipt of invoice.
6. Vendor shall notify NHES of any billing payments not received within 60 days or more.

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.

In addition to the State's standard Terms and Conditions, Vendor must also agree to the following terms required in all NHES contracts:

TERMINATION

Section 9.1 of Form P-37, General Provisions, is amended as follows:

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.

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.

NH CERTIFICATE OF GOOD STANDING

Contractor must provide a **CERTIFICATE OF GOOD STANDING** from the NH Secretary of State.

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.

DAVIS-BACON ACT (if applicable)

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 assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

AMERICANS WITH DISABILITIES ACT

The undersigned Contractor agrees to comply with all Federal, State and Local ADA rules and regulations.

DAMAGE (if applicable)

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.

PAYMENT BOND/MILLER ACT (if applicable)

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.

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.

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.

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.

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.

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).

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.

NEVER CONTRACT WITH THE ENEMY

Pursuant to 2 CFR 183.300, none of the funds received under contract with NHES shall be provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT

Pursuant to 2 CFR 200.216, none of the funds received under contract with NHES shall be used to procure or obtain equipment, services, or systems that use(s) covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunication equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

STEVENS AMENDMENT

This contract with NHES may be supported in part or in whole by the Employment and Training Administration (ETA) of the United States Department of Labor (USDOL) as part of awards received.

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;	60
Relevant Experience/Overall Qualifications to include years providing maintenance/repair services for Production Black and White Photocopier/Printer/Scanner and Color Multifunction Printers	30
Vendors ability to provide service during Regular Service Hours as described in Section 2	30
PRICE PROPOSAL MAXIMUM POINTS with the following potential maximum scores for each Price Proposal category;	40
Purchase Basis Price Proposal for Production Black and White Photocopier/Printer/Scanner Device and Color Multifunction Printer	25
Maintenance Price Proposal	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. Final Scoring of Technical Proposals;
- Step 4. 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. Price proposals will not be reviewed by the evaluation team during the preliminary technical review.

E. Step 3: 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.

F. Step 4: 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 40 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:

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

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

G. 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.

H. 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).

I. 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.

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 three physical copies and 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: RFP NHES 2026-03 Production Black and White Photocopier/Printer/Scanner Device and Color Multifunction Printer

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 (1) original and two (2) clearly identified copies of the Proposal including required attachments; and

Electronic Proposals

Electronic Proposals must be addressed to:

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

Subject line must include: RESPONSE TO RFP: RFP NHES 2026-03 Production Black and White Photocopier/Printer/Scanner Device and Color Multifunction Printer

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 detailing Vendor’s relevant experience and overall qualifications;
- Technical Proposal - Manufacturer’s Specifications for Color Multifunction Printer, Demonstrate ability to maintain and service Color Multifunction Printers;
- Price Proposal

**RFP NHES 2026-03 Production Black and White Photocopier/Printer/Scanner Device and
Color Multifunction Printer, Purchase Basis**

VENDOR'S BID RESPONSE

Firm: _____

Contact Person: _____ Phone: _____

E-Mail: _____

Please list pricing. Mark in appropriate areas.

**PRODUCTION BLACK & WHITE
PHOTOCOPIER/PRINTER/SCANNER DEVICE**

Purchase Basis

Production Black and White Photocopier/Printer/Scanner Base Model: _____

Attachments or Peripherals Necessary to meet Scope of Services Described in Section 2:

Total Purchase Price: _____

Total Purchase Price shall include all equipment described above.

COLOR MULTIFUNCTION PRINTER

Purchase Basis

Color Multifunction Printer Base Model: _____

Attachments or Peripherals Necessary to meet Scope of Services Described in Section 2:

Total Purchase Price: _____

Total Purchase Price shall include all equipment described above.

**RFP NHES 2026-03 Production Black and White Photocopier/Printer/Scanner Device and
Color Multifunction Printer, Purchase Basis**

VENDOR’S BID RESPONSE

Firm: _____

Contact Person: _____ Phone: _____

E-Mail: _____

Please list pricing. Mark in appropriate areas.

FULL-SERVICE MAINTENANCE

Black & White Photocopier/Printer/Scanner Device

	Dollar Amount	Click Rate Cost
Quarterly Base Charge 150,000 Clicks	\$	(Base Rate) \$
Overage Click Charge Rate over 150,000 <i>*Cannot be greater than base rate</i>		(*Overages) \$

Color Multifunction Printer

	Dollar Amount	Click Rate Cost
Quarterly Base Charge 30,000 Color Clicks	\$	\$
Quarterly Base Charge 5,000 B/W Clicks	\$	(Base Rate) \$
Overage Click Charge Rate over 30,000 Color Clicks <i>*Cannot be greater than base rate</i>		(*Overages) \$
Overage Click Charge Rate over 5,000 B/W Clicks <i>*Cannot be greater than base rate</i>		\$

RFP NHES 2026-03 Production Black and White Photocopier/Printer/Scanner Device and Color Multifunction Printer, Purchase Basis

VENDOR'S BID RESPONSE

Firm: _____

Contact Person: _____ Phone: _____

E-Mail: _____

Please list pricing. Mark in appropriate areas.

TOTAL CONTRACT PRICE

Production Black and White Photocopier/Printer/Scanner Device and Color Multifunction Printer, Purchase Basis	
Full-Service Maintenance, Quarterly (X20)	
Total Contract Price	