



New Hampshire

Department of Education

New Hampshire Migrant Education Program
101 Pleasant Street
Concord, New Hampshire 03301

April 1, 2020

REQUEST FOR PROPOSALS

RFP #MEP-2020-01

Supplemental Educational Support and Technical Assistance for Students of the Migrant Education Program

EXECUTIVE SUMMARY

The New Hampshire State Department of Education is seeking proposals and bids from an agency to provide services for the New Hampshire Migrant Education Program (NHMEP), responsible for providing services across the State to students who qualify for the NHMEP.

The Department expects to award a one (1) year contract to the successful bidder effective upon Governor & Council approval. Unless there is a change in the plan requirements and/or services to be delivered and/or if monies are not available, the cost for the contract shall not exceed the amount of \$125,000.00 for the contract period. Authorizing unencumbered payment of said grant with internal accounting control within the DOE.

All advisory committees are encouraged to distribute this Request for Proposals (RFP) to any/all qualified individuals/organizations.

SCHEDULE

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

<i>Event</i>	<i>Date</i>	<i>Local Time</i>
RFP Released to Proposers (Advertisement)	4/1/2020	
Proposer Inquiry Period Ends	4/10/2020	4:00pm
Proposers Submit Proposals	5/1/2020	4:00pm
Estimated Notification of Selection and Begin Contract Negotiations	5/15/2020	

DESCRIPTION OF THE DEPARTMENT OF EDUCATION, MIGRANT EDUCATION PROGRAM

The New Hampshire Migrant Education Program is a supplemental educational program that provides services to highly mobile students who have unique educational needs (authorized under Title I, Part C, Section 1301-1309 of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act (ESSA) of 2015).

The NHMEP has been awarded additional monies to assist in the provision of direct services to these students. These programs and services are designed to reinforce and complement the regular academic program and/or educational goals of the participating students. The goal of this statewide project is to provide individual or small group instruction, child and family advocacy, instructional materials and resources to the targeted population.

1.0 SERVICES TO BE PROVIDED

- 1.1 To consult, implement and coordinate the activities and services for the migrant student population with the Department's Migrant Education Staff.
- 1.2 Provide educational services that address the specific needs of individual migrant students age 3 through 21 including preschool, in-school and out-of-school youth.
- 1.3 Monitor the planning and implementation of the day-to-day operation of the program.
- 1.4 Document, collect and manage educational data for all activities and services for the purpose of reporting, evaluating and improving the impact of this program.
- 1.5 Collaborate with other service providers.
- 1.6 Process the purchase of new equipment and the repair of all inventoried equipment.
- 1.7 Supervise, compensate and train personnel associated with this program, including part-time tutors, family service workers, recruiters and volunteers. Provide professional development opportunities for staff.
- 1.8 Provide for interstate collaboration activities as required by law.

2.0 REPORTING

The successful agency shall:

- 2.1 Provide detailed monthly financial and documentation reports to the NHMEP.
- 2.2 Submit a monthly request for payment.

3.0 CONFLICTS OF INTEREST

The successful agency will inform the Department of any conflicts of interest (appearance of, or actual) prior to accepting the contract or while engaged in the contract.

4.0 PROPOSAL INQUIRIES

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

To: Barbara.Patch@doe.nh.gov

Cc: Rachel.Valladares@doe.nh.gov

Inquiries must be received by the Department of Education RFP Points of Contacts no later than the conclusion of the Proposer Inquire Period (see Schedule of Events section, herein). Inquiries received later than the conclusion of the Proposer Inquire Period shall not be considered properly submitted and may not be considered.

The Department of Education intends to issue official responses to properly submitted inquiries received by the deadline, in writing, if they are determined to be vital to the competitive bidding process, within five (5) working days after the deadline. The Department may consolidate and/or paraphrase questions for sufficiency and clarity. The Department may at its discretion, amend this RFP on its own initiative or in response to issues raised by inquires, as it deems appropriate. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

5.0 LIMITATIONS ON AMOUNT AND CONTRACT PERIOD

The Department expects to award a one (1) year contract effective upon Governor and Council approval, for one (1) individual agency. Unless there is a change in the plan requirements and/or services to be delivered, the cost for the contract shall not exceed the amount of \$125,000.00 for the contract period.

The Department expects to award a contract to the successful bidder, with the option to renew the statewide Migrant Education Contract for up to two additional years if the state continues to be awarded the Migrant Consortium Grant, subject to the Governor and Council approval.

Funding for *New Hampshire Migrant Education Program* is 100% federal funds and is authorized under Title I, Part C, Section 1301-1309 of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act (ESSA) of 2015

6.0 TERMS & CONDITIONS

- 6.1 The Department shall not be responsible for or pay any costs incurred by the bidder in the preparation of the proposal submitted in response to this RFP.
- 6.2 The Department reserves the right to seek clarification of any information contained in a proposal submitted in response to this RFP.
- 6.3 The Department reserves the right to reject any and all proposals submitted in response to this RFP. In addition, the distribution of this RFP shall not commit the Department to issue a contract.
- 6.4 If the Department chooses to award a contract in response to this RFP, the successful bidder shall be notified by letter. The Department shall then develop a contract for Governor and Council approval. The contract shall incorporate, by reference, all provisions of this RFP and the successful bidder's proposal. In preparing a contract with the successful bidder, the Department reserves the right to clarify any terms and conditions contained in the proposal.
- 6.5 Public announcements or news releases pertaining to the award of a contract shall not be made until approved by the Governor and Council.

- 6.6 The Department shall not be responsible for any work performed by the successful bidder prior to the effective date of a contract approved by Governor and Council.
- 6.7 All obligations of the Department, including the continuance of payments under an approved contract shall be contingent upon the availability and continued appropriation of State, federal or other funds and in no event shall the Department be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the Department shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate or amend the contract immediately upon giving the contractor notice of such termination or amendment.
- 6.8 When delivering services under an approved contract, the contractor shall work under the broad supervision of the Department's Contracting Officer for this project.
- 6.9 Unless otherwise deleted or modified by mutual agreement between the Department and the contractor, all general provisions contained on the Form P-37 (see **Attachment A**) shall be incorporated into the contract.
- 6.10 The Department expects to award a contract to the successful bidder. Unless there is a change in the program requirements and/or services to be delivered, the cost for this contract shall not exceed the amount bid in response to the **Services to be Provided** section of this RFP.
The successful bidder will be required to provide the Department with the following information:
- A recent financial statement, and
 - A Certificate of Existence from the Secretary of State's Office
- In addition, the successful bidder will need to submit a Certificate of Authority authorizing the company to do business with the State of New Hampshire, Department of Education at the time the contract is signed.
- 6.11 **"Any information submitted as part of a bid in response to this request for proposal (RFP), request for bid (RFB) or request for information (RFI) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP (RFB, or RFI) will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to a request for proposal, bid or information should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the agency."**
- 6.12 Audit
- §200.501 Audit Requirements
- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507

Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for Pass-Through Entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

6.13 Debarment and Suspension

Organization/Individual submitting a proposal will comply with the provision of the U.S. Code of Federal Regulations 34 CFR 364 and the following US Circular if applicable: Office of Management and Budget (OBM) Circular A-110 "Uniform Administrative Non-Profit Organizations. The bidder/offer or certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

Where the bidder/offer or/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

6.14 Copyrights

The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Department of Education purposes:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or contract under a grant or subgrant; and
- (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

7.0 BID PROCEDURES

7.1 An original signed cover sheet and a formal proposal must be received at the Department no later than 4:00pm on Friday, April 24, 2020. An electronic copy of a signed cover sheet and a formal proposal must be e-mailed to Barbara.Patch@doe.nh.gov and Rachel.Valladares@doe.nh.gov.

Each proposal shall include a:

7.1.1 Description of the bidder's organizational capabilities to deliver the services in a timely manner, including a brief description of their company, a history of their firm and/or personal experiences in developing and implementing a program of this type (15 points);

7.1.2 A comprehensive description of services to be provided (25 points);

7.1.3 Documentation of knowledge of the Every Student Succeeds Act of 2015 (ESSA) (10 points);

7.1.4 Documentation of knowledge of the Migrant Education Program and the specific needs of this population. (30 points);

7.1.5 Detailed budget, including budget notes, which clearly explain the relationship between proposed activities and expenditures (20 points).

7.2 In order to provide bidders with the opportunity to present a comprehensive response to this RFP, no page limit has been established for the formal proposal. The formal proposal must address all elements specified in this RFP. Supplementary materials may be included as part of the submittal. These should either explain or expand upon information presented in the formal proposal.

7.3 For your information, the successful bidder will be required to submit:

- A "Certificate of Good Standing" (unless the organization is an out-of-state nonprofit) from the Secretary of State's Office, which can be obtained after registering the business at: http://sos.nh.gov/Corp_Div.aspx
- A state vendor code, which can be obtained at the following link: [https://admin.state.nh.us/purchasing/vendorregistration/\(S\(xrmrhu55dsvzyhbzds3l ofu\)\)/welcome.aspx](https://admin.state.nh.us/purchasing/vendorregistration/(S(xrmrhu55dsvzyhbzds3l ofu))/welcome.aspx)
- A Certificate of Insurance as noted in Section 14. Insurance and Section 15. Workers' Compensation (if applicable) of the P-37 (attached)

7.4 Proposals shall be submitted to:

Barbara Patch, New Hampshire Department of Education
NH Migrant Education State Director
101 Pleasant Street
Concord, NH 03301-3860
Barbara.Patch@doe.nh.gov

Proposals must be clearly marked as follows:

State of New Hampshire
RESPONSE TO RFP #MEP-2020-1
Supplemental Educational Support and Technical Assistance
for Students of the Migrant Education Program

8.0 EVALUATION OF PROPOSALS

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

8.1 Significance of Proposal: Description of the bidder's organizational capabilities to deliver the services in a timely manner, including a brief description of their company, a history of their firm and/or personal experiences in developing and implementing a program of this type (15 points);

8.2 Quality of Services to be Provided A comprehensive description of services to be provided (25 points);

8.3 Content knowledge; Documentation of knowledge of the Every Student Succeeds Act of 2015 (ESSA) (10 points) and Documentation of knowledge of the Migrant Education Program and the specific needs of this population. (30 points);

8.4 Detailed budget; including budget notes, which clearly explain the relationship between proposed activities and expenditures (20 points)

All proposals will be reviewed and rated by an evaluation team. The Department shall be under no obligation to contact bidders for clarification of their proposals, but it shall reserve the right to do so at any time prior to the award of the contract. All proposals received by the deadline will be evaluated based on the Bid Procedures outlined in this RFP.

The Department reserves the right to interview applicants with the highest average scores for their proposal, but the Department shall be under no obligation to interview applicants. If the Department conducts an interview, it will be done so by a team who will develop structured questions and scoring criteria that will clarify the applicant's ability to fulfill this RFP.

If the Department chooses to award a contract relative to this RFP, it shall be to the responsive and responsible bidder that receives the highest total rating as a result of the proposal evaluation and/or interview process.

9.0 PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

An electronic proposal with read receipt enabled must be submitted in response to this RFP and must be received by the Department of Education, no later than the time and date specified in the Schedule section, herein.

Email: Barbara@Patch@doe.nh.gov and Rachel.Valladares@doe.nh.gov

A hard copy proposal with original signatures must be received by the NH Department of Education by Friday, May 1, 2020 by 4:00pm

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

All Proposals submitted in response to this RFP must consist of at least: One (1) original and three (3) identical copies of the proposal, including all attachments.

10.0 POST SUBMISSION DEADLINE

After the submission deadline, the Department will post, on its website, the number of proposals that it received from vendors.

After the Department's review and selection of a vendor, it will post all vendor names and their rank or score five days prior to submission of the Governor and Council contract packet to the Department of Administrative Services.

A vendor questioning the Department's identification of the selected vendor may request that the Department review its selection process. The request shall be in writing and be submitted to the Department within five (5) business days of the posting of the bid results, rank or score.

The Department has five (5) business days to review the request and issue a written response either affirming its initial selection of a vendor or cancelling the RFP. No hearing shall be held as part of the review. The outcome of the Department's review is not subject to appeal.