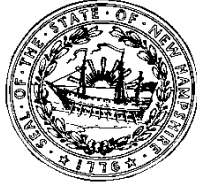


New Hampshire Department of Education
Division of Educational Improvement
101 Pleasant Street
Concord, New Hampshire 03301



April 26, 2017

REQUEST FOR PROPOSALS (RFP)

Program Evaluation Consultant

Proposal Inquiries & Submission:

Questions regarding this Request for Proposals (RFP) and Submission of Proposals should include applicant email address.

Direct questions to:	Direct proposal to:
Peter Durso Department of Education 101 Pleasant Street Concord, New Hampshire Email: Peter.Durso@doe.nh.gov	Ellie Riel Department of Education 101 Pleasant Street Concord, New Hampshire Fax: (603) 271-7381 Email: Ellie.Riel@doe.nh.gov

1.0 Purpose

The E³ Teen Fatherhood Program

In New Hampshire, there are approximately 2,500 minors whose fathers were teenagers when they were born - about 20% of those minors (n=521) were born in the last five years (NH Vital Statistics, 2015). Researchers find that these fathers are likely to lessen their involvement with their partners and children over time. Unfortunately this lack of involvement creates a context within which the fathers, their partners, and their children are at risk of experiencing chronic poverty, depression, substance abuse, and incarceration across the lifespan (Kiselica, 2008).

Teen fathers report, that to increase their involvement, they need employment, guidance on parenting, and support for seeing their children (Goldberg, Tan, Davis, & Easterbrooks, 2013). In order to address these needs, the E³ Fatherhood Program focuses on three research-based factors that provide long-term support for these fathers and their families: education (e.g., graduate high school, enroll in college), employment (e.g., obtain useful job experience at local agencies), and engagement with their children (e.g., family life education coursework). E³ will address these factors simultaneously by capitalizing on the unique educational policies in the state of New Hampshire. New Hampshire Education law has a clause (Title XV, Section 193:1) that qualifications for completing high school can be competency-based and do not have to be accomplished within a school building. By leveraging community supports that are already in place (e.g., local businesses, nonprofit mentoring programs), E³ will help teen fathers work toward graduation at the same time that they are building a foundation for long-term, skilled employment and obtaining social support for engagement with their children and partner. In sum, this program will support teen fathers, their partners, and their children throughout the life course through focused early intervention.

The purpose of this RFP is to seek proposals for an organization or individual to assist the New Hampshire Department of Education's (NH DOE) E³ Fatherhood Program in the area of program evaluation. A successful applicant will provide a narrative and work plan detailing their expertise and approach to meeting the priorities below.

2.0 Priority Areas

2.1 Program Process Evaluation

- 2.1.1 Design a research plan for examining the internal functioning of the program.
- 2.1.2 Collect and Analyze data, in a manner that adheres to state and federal privacy laws and regulations, obtained from plan for internal and external distribution.
- 2.1.3 Submit findings to the Office of Adolescent Health.

2.2 Program Outcome Evaluation

- 2.2.1 Design and execute a research plan for examining the desired outcomes of the program participants.
- 2.2.2 Analyze data, in a manner that adheres to state and federal privacy laws and regulations, obtained from research plan for internal and external distribution, as well as for federal grant requirements.

3.0 Reporting

The successful applicant shall provide the Department with the following reports:

3.1 Monthly Progress Reports and Invoices that detail the deliverables accomplished and the

data documenting the results of the activities.

3.2 Twelve-month progress report that describes the completion of objectives and activities during the entire recently completed budget period. The progress report is a mechanism through which grantees can detail their accomplishments and activities over the past year.

The progress report should include a thorough description of both programmatic and evaluation objectives and activities. All goals, objectives, and activities identified in the annual progress report should be clearly connected. Each activity identified and described should directly support a corresponding objective.

In order to appropriately document the progress of the program, the progress report should include explanations for each objective and activity identified. Explanations for achieving or not achieving the identified activity should include supportive statements. Descriptions supporting the accomplishment of the activity should provide more information than a "yes" or "no" response.

The progress report should:

- Describe the status (met, ongoing, or unmet) of each objective and activity.
- Provide a narrative describing what has been done to work toward accomplishing the planned activities (include the outcomes of your actions).
- Describe any barriers encountered, and how the barriers were addressed.
- If applicable, include the reasons that goals or objectives were not met and a discussion of assistance needed to resolve the situation.
- Report on any other significant project activities, accomplishments, setbacks or modifications (e.g., change in key staff, change in scope) that have occurred in the past year and were not part of the program work plan.

4.0 Conflicts of Interest

Upon receiving a new assignment, the applicant will inform the Department of any conflicts of interest (appearance of, or actual) prior to accepting the assignment or while engaged in the assignment.

5.0 Minimum Requirements

Education: Master's degree from a recognized college or university with major study in family studies or program evaluation; Doctorate preferred.

Experience: Five (5) years in program evaluation; hands-on experience with family life education programs; knowledge and experience within the areas of program evaluation, adolescent development, and drop-out prevention; knowledge and experience in strengths-based perspectives and systems theory.

A current resume must be included for all individuals listed in the bidder's proposal.

6.0 Terms and Conditions

6.1 The State shall not be responsible for or pay for any cost 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. Additionally, the Department reserves the right to reject all proposals submitted in response to this RFP. The distribution of this RFP shall not commit the State to issue a contract.
- 6.3 If the Department chooses to award a contract in response to this RFP, the contract will be developed by the Department for approval by Governor and Council. 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.
- 6.4 Public announcements or news releases pertaining to the award of a contract shall not be made until the contract is approved by Governor and Council.
- 6.5 The State 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; or a limited, short-term contract could be issued by the Department to cover the period before Governor and Council approval.
- 6.6 Unless otherwise deleted or modified by mutual agreement between the State and the contractor, all general provisions contained on pages 2-4 of Form P-37 State Contract **(Attached)** shall be incorporated in the contract.
- 6.7 All obligations of the State, including the continuation of payments under an approved contract, shall be contingent upon the availability and continued appropriation of federal and state funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State 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 Contracting Officer for this project.
- 6.9 The Department expects to award a contract no later than July, 2017 to the successful bidder. The successful bidder will be required to provide the Department with the following information:
- A state vendor code which can be obtained at the following link: [https://admin.state.nh.us/purchasing/vendorregistration/\(S\(xrmrhu55svzyhbzds3slofu\)\)/welcome.aspx](https://admin.state.nh.us/purchasing/vendorregistration/(S(xrmrhu55svzyhbzds3slofu))/welcome.aspx)
 - A Certificate of Insurance as noted in Section 14. Insurance and Section 15. Workers' Compensation (if applicable) of the P-37.

If contracting under a business entity:

- A recent financial statement, and
- A Certificate of Good Standing from the Secretary of State's Office which can be obtained after registering the business at: http://sos.nh.gov/Corp_Div.aspx

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.

6.10 "Any information submitted as part of a bid in response to this request for proposal (RFP) (or 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 (RFI, or RFB) 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."

7.0 Limitations on Amount and Contract Period

7.1 The bidder should present a budget this is reasonable and contains sufficient detail and justification for the services to be provided.

7.2 The current estimated amount to be budgeted by the Department to fund this project is \$50,000.00.

7.3 It is anticipated that services will be provided by a qualified organization or individual under contracted service arrangements, upon Governor and Council approval through June 30, 2018, with the option to renew for up to two (2) additional one-year terms, if services are determined to be satisfactory and after submission and acceptance of an evaluation/summary of activities completed during the previous year.

8.0 Bid Procedures

The deadline for submission is 4:30 pm, Wednesday, May 10, 2017. You may submit the proposal via e-mail. We do request, however, that you also submit an original, signed copy of the proposal to:

Ellie Riel
Department of Education
101 Pleasant Street
Concord, NH 03301
Fax: (603) 271-7381
Email: Ellie.Riel@doe.nh.gov

8.1 For purposes of this RFP, a proposal will include:

8.1.1 a letter of interest detailing professional and education experience as related to the Priority Areas (2) and the Minimum Requirements (5);

8.1.2 a detailed work plan articulating the applicants approach to assisting the NH Department of Education with the Priority Areas (2); and

8.1.3 a current resume with three (3) references contact information.

8.2 This documentation will be evaluated to determine if the candidate has the ability to

accomplish the activities in the Priority Areas (2) and meets or exceeds the Minimum Requirements (5).

This evaluation will be based on the candidate's ability to provide evidence of the following criteria:

- 8.2.1 Significance of Proposal – Description of applicant's approach to assist the NH Department of Education in implementing the Priority Areas (2). (50 pts)
- 8.2.2 Quality of Services to be Provided – The applicant's ability to meet or exceed the Minimum Requirements (5) as evidenced through the documentation submitted, including a description of work experience and educational background in providing technical assistance and professional learning opportunities in the priority area selected.
 - 8.2.2.1 Technical Skill, including, but not limited to, data analysis, facilitation, collaboration, presentations, report writing, and product development (25 pts); and
 - 8.2.2.2 Content knowledge in the Priority Areas (2) (25 pts).

9.0 Evaluation of Proposals

All proposals will be reviewed and rated by an evaluation team appointed by the Commissioner of Education. 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 a contract. All proposals received by the deadline will be evaluated based on 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.

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (<i>if applicable</i>) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.