

New Hampshire Department of Education
Bureau of Special Education
101 Pleasant Street
Concord, New Hampshire 03301

May 5, 2017

REQUEST FOR PROPOSALS (RFP)
RFP #SPED-2017-3

**Technical Assistance,
Supports and Training for School Nurses**

Deadline for Receipt of Proposals: 4:00pm, Monday, June 5, 2017

Proposal Inquiries: All questions about this Request for Proposals (RFP) should be submitted in writing by e-mail or fax (include your fax number) to:

Barbara Dauphinais
New Hampshire Department of Education
Bureau of Special Education
101 Pleasant Street
Concord, New Hampshire 03301
Fax: (603) 271-1099
E-mail: Barbara.Raymond@doe.nh.gov

The deadline for receipt of inquiries is 4:00pm, Monday, May 15, 2017. The Department of Education (**Department**) will address inquiries received by the deadline, in writing, if they are determined to be vital to the competitive bidding process, a written response will be sent no later than five (5) working days after the deadline to all who submitted inquiries. In addition, any modifications to the specifications contained in this RFP shall be made only in writing by the Department immediately following the deadline for receipt of inquiries and no other changes will be entertained after that date. Verbal agreement or instructions from any other source are not authorized or binding on the State of New Hampshire (**State**).

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

Any information submitted as part of a bid in response to this Request for Proposal (RFP) 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 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

PURPOSE:

The purpose of this RFP is to seek proposals for up to two (2) individuals, or agencies and organizations (hereafter referred to as applicant(s)) to provide technical assistance, resources and training to school nurses and other school personnel responsible for student health care in the areas of student health and wellness, mental health, alcohol and substance use/misuse including prevention, parental education, school health policy and staff development.

The Department expects to award a two (2) year contract effective July 1, 2017 or upon Governor & Council approval, whichever is later to the successful applicant(s). Unless there is a change in the plan requirements and/or services to be delivered, the cost for the contract is in the amount of \$65.00 an hour, to include travel time. The cost for each individual contract shall not exceed \$90,000.00 in FY'18 (July 1, 2017-June 30, 2018) and the cost for each individual contract shall not exceed \$70,000.00 per contract in FY'19 (July 1, 2018-June 30, 2019) for a total of \$160,000.00 per contract for the two year contract period.

1.0 SERVICES TO BE PROVIDED:

The applicant, with prior approval from, or as assigned by the Administrator, Bureau of Special Education (or his/her designee) will:

- 1.1 Develop and provide technical support and resources to school nurses and school personnel in the areas of: student health and wellness, mental health, alcohol and substance use/misuse issues including prevention, caregiver education, school health program planning, education programs, cultural and linguistic competency, community supports and services, and related services for children with special health care needs within a multi-tiered system of support;
- 1.2 Develop and provide workforce development opportunities to school nurses and school personnel in the areas of: student health and wellness, mental health, alcohol and substance use/misuse issues including prevention, caregiver education, school health program planning, education programs, cultural and linguistic competency, community supports and services, and related services for children with special health care needs within a multi-tiered system of support;
- 1.3 Coordinate and align with other State initiatives in the areas of student health and wellness (inclusive of mental health, alcohol and substance use/misuse issues including prevention), family and youth engagement, cultural and linguistic competency, community supports and services (inclusive of early childhood), and related services for children with special health care needs;
- 1.4 Administering the provisions of RSA 186-C relative to special education including services and supports for medically fragile students; and,
- 1.5 Administering standards for approving elementary and secondary schools in accordance with rules adopted by the Board under RSA 21-N:9, I.
- 1.6 Coordinate with other school nursing staff at the Department of Education.

2.0 REPORTING:

The successful individual(s) shall:

- 2.1 Submit monthly reports with each invoice requesting payment that outlines the preparation, actions, meeting time, travel time and other activities completed related to hours worked including these services.

3.0 CONFLICTS OF INTEREST:

The successful individual(s) 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 MINIMUM REQUIREMENTS:

- 4.1 Must have a minimum of five (5) years of experience as a Registered Nurse, possess and be able to maintain a valid RN License.
- 4.2 Must have at least a Bachelor of Science in Nursing.
- 4.3 Must have extensive working knowledge of the practice of nursing as it pertains to public schools.
- 4.4 Must be able to maintain accurate, detailed reports and records.
- 4.5 Must be able to work with a variety of individuals, understanding and respecting individual differences, particularly those related to cultural and demographic characteristics.
- 4.6 Must be willing to travel as needed to school districts.
- 4.7 Must possess leadership, communication, time management and critical thinking skills.
- 4.8 Must have working knowledge of the special education process.
- 4.9 Must consult with institutions or associations (such as New Hampshire Nurses Association) regarding issues or concerns relevant to the practice and profession of nursing.
- 4.10 Must be able to utilize e-mail as a form of communication.

5.0 COMPENSATION:

Applicants will be compensated at \$65.00 per hour, to include travel time, not to exceed \$90,000.00 in FY'18 (July 1, 2017-June 30, 2018) and \$70,000.00 in FY'19 (July 1, 2018-June 30, 2019) for a total of \$160,000.00 for the two year contract.

6.0 TERMS & CONDITIONS:

- 6.1 The State 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 State 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 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.
- 6.7 All obligations of the State, 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 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 Unless otherwise deleted or modified by mutual agreement between the State 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) (or request for bid (RFP) 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.”

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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 their 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 LIMITATIONS ON AMOUNT AND CONTRACT PERIOD

7.1 The Department expects to award a two year contract to begin July 1, 2017, or upon Governor & Council approval, whichever is later, to the successful applicant(s). Unless there is a change in the plan requirements and/or services to be delivered, the cost for the contract is in the amount of \$65.00 an hour, to include travel time, shall not exceed the amount of \$90,000.00 in FY'18 (July 1, 2017-June 30, 2018) and \$70,000.00 in FY'19 (July 1, 2018-June 30, 2019) for a total of \$160,000.00 for the two year contract period.

8.0 Bid Procedures

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

- 8.1.1 a letter of interest detailing professional, volunteer, or educational experience as related to the Services to be Provided (1.0) and the Minimum Requirements (4.0);
- 8.1.2 three (3) letters of recommendation;
- 8.1.3 any product that may demonstrate the applicant's level of expertise; including but not limited to a list of committees or school health/nursing associations for which the individual has worked or is affiliated and/or school health programs developed and/or implemented by the applicant.
- 8.1.4 a current resume.

8.2 This documentation will be evaluated to determine if the candidate has the ability to accomplish the Services to be Provided and meets or exceeds the Minimum Requirements. 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 abilities to meet or exceed the Minimum Requirements (4.0); including a description of the applicant's volunteer and work experience and educational background. Preference will be given to individuals with credentials/endorsements in School Nursing. This will include a review of the letter of interest, letters of recommendation and resume (40 pts).
- 8.2.2 (a) Quality of Services to be Provided – the applicant's ability to accomplish the Services to be Provided (1.0) as evidenced through the documentation submitted, including any products that may demonstrate the applicant's level of expertise and experience (10 pts).
 - (b) Content knowledge, including but not limited to the applicant's familiarity with a variety of the practices, procedures and concepts of nursing services and other areas of knowledge that supports the accomplishment of the Services to be Provided (30 pts).
 - (c) Technical Skills, including but not limited to, leadership, time management, communication, and critical thinking (20 pts).

8.3 Each bidder shall submit, along with the formal proposal, a completed/signed "Alternate W-9 Form" (see **Attachment B**).

8.4 Each bidder shall submit, along with the formal proposal, a completed/signed "Cover Page" (see **Attachment C**).

8.5 An original and four (4) identical copies of a formal proposal shall be submitted by 4:00pm, Monday, June 5, 2017 to:

Barbara Dauphinais
New Hampshire Department of Education
Bureau of Special Education
101 Pleasant Street
Concord, New Hampshire 03301

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 the contract(s). 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 contract(s) relative to this RFP, it shall be to the responsive and responsible bidders that receives the highest total rating as a result of the proposal evaluation and/or interview process.

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.

Enclosures:

Attachment A: P-37 Contract Form

Attachment B: ALT W-9 Form

Attachment C: Cover Page