



New Hampshire
Charter School Office

Request for Proposals:
Charter School Training Services
CSP-2022-03

Seeking qualified organizations and individuals to provide education sessions to charter school leaders to assist them in managing, leading, and growing successful schools.

Release Date: February 24, 2022
Submission Due Date: April 5, 2022
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Section 1 – Overview of Agency and RFP Purpose

A. NH DOE Charter School Office

The Bureau of Educational Opportunities, Office of Charter Schools provides administrative oversight of the public charter school program for the State of New Hampshire.

In addition, the Office of Charter Schools is charged with the management and execution of the Expanding Opportunity Through Quality Charter Schools Program Grant. The federal Charter School Program (CSP) Grants are awarded through the US Department of Education. The stated purpose of these grants are to “(1) expanding the number of high-quality charter schools available to students across the Nation by providing financial assistance for the planning, program design, and initial implementation of charter schools, and (2) by evaluating the effects of charter schools, including their effects on students, student academic achievement, staff and parents.”¹

The grants, aimed at state entities, are competitive in nature and the funds are then passed via sub-grants to eligible applicants. The sub-grant award recipients are to use the funds for allowable activities in support of starting new charter schools, or for the expansion or replication of existing high quality charter schools.

The NHDOE has established a number of priorities/goals for this funding, including:

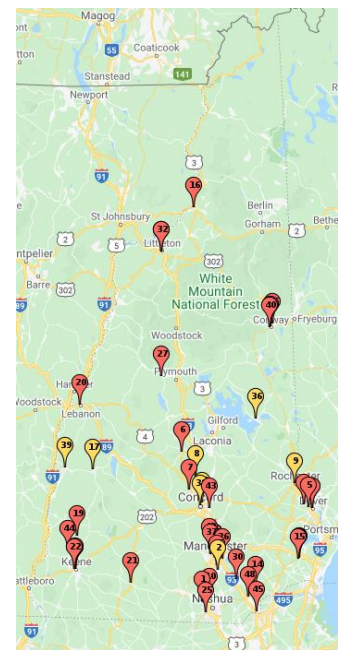
- Expanding access to charter schools statewide especially for at-risk students
- Successful sub-recipient project implementation (grants given directly to charters to start, expand or replicate a school)
- Establishing best practices and offering workshops and training to the wider community
- Support school sustainability
- Improve processes and systems

The NHDOE will use this grant to fund the contracts that result from this RFP. Through the training provided, the NHDOE hopes to create a more sustainable, innovative, and robust charter school program that expands school choice throughout the state.

B. Current Charter Landscape

Charter schools are tuition-free, public schools that provide a choice for parents and students seeking another option to traditional public schools. They are created and governed by an independent board of trustees and must be operated as non-profit organizations.

Charter schools have the flexibility to choose innovative, educational strategies that will best help students meet their academic potential. This means that the focus of each public charter school is unique, based on the educational needs and interests of a particular community. Public charter



¹ From [Charter School Programs State Educational Agencies \(SEA\) – Office of Elementary and Secondary Education](#)



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schools are granted a "charter" for a term of five years. The school's "charter" outlines the mission statement, educational program, student achievement goals and objectives, methods of assessment and measures of success.

While these schools operate independently from many of the rules and regulations that apply to local school districts, they are held accountable for meeting academic, financial, organizational and programmatic goals and objectives as outlined in their charters.

There are currently 31 approved charter schools in the state, with about a dozen more in the planning stages. While many of these schools are located in the southern and central part of the state, there are a number of schools approved and in-development throughout the state.

C. Purpose of RFP

In order to support New Hampshire's Charter Schools in achieving long-term, sustainable success, the NHDOE is seeking qualified individuals, teams, and organizations to provide training sessions to charter school developers, leaders, and key staff.

It is the intent of the NHDOE to award multiple contracts under this RFP to provide training sessions in a variety of areas and formats in order to maximize the effectiveness of the sessions. The goals of these trainings are to:

- Build understanding among potential school developers of the skills needed to run a successful charter school;
- Build skills among existing school leaders in key areas;
- Assist schools in developing continue education plans for its leadership and staff;
- Support schools in their development and growth by providing training in areas of need; and
- Offer opportunities for schools to share information, experience, and build relationships;

D. Contract Period & Project Assignments

The Contracts resulting from this RFP will be effective upon the date of Governor and Executive Council approval, through December 30, 2024. The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory vendor performance, continued funding, and Governor and Executive Council approval.

Assignments (vendor developed trainings) resulting under this contract are at the sole discretion of the NHDOE. Assignments must be approved prior to delivery to the desired audience. Selection for a contract does not guarantee an approved assignment.

Vendors that are awarded contracts as a result of this RFP will provide individual price proposals for each training session for review and approval prior to delivery. Each proposal must contain a course summary, quantity of and qualifications summary for trainers to be used, duration of the session, anticipated travel/per diem costs, all labor and materials. Contracts will not exceed \$150,000 in total.



Section 2 – Scope of Work and Deliverables

A. Scope of Services

It is the intent of the NHDOE to select multiple vendors for this RFP. The selected vendors will be responsible for providing all labor, materials, equipment, and other resources to develop and deliver training modules to charter school leaders, developers, and staff members. The NHDOE is interested in training modules that can be provided in a variety of ways including in-person and web-based, given to large groups and to specific schools depending on need, topic, and availability. NHDOE is open to innovative and unique ways to deliver training modules, as well.

NHDOE expects the scope of work for selected vendors to include, but not be limited to:

- Develop content and materials for each session proposed
- Provide an adequate number of qualified trainer(s) to meet or exceed the need outlined in your approach
- Organize and schedule delivery for training sessions for each session
- Printing and/or publishing any materials needed for training sessions
- Tracking attendance for each session
- Soliciting feedback from attendees on the training, topic, method of delivery, and future training needs to assist the NHDOE in building out future training plans
- Working closely with NHDOE Charter School Office employees on developing the trainings, schedule and methods for delivery
- Assist NHDOE Charter School Office employees in developing a comprehensive plan and calendar for charter school training
- Work collaboratively with NHDOE Charter School Office employees on the development of approaches and on targeted trainings.

It is the NHDOE's intention to offer both community-wide trainings (open to all existing and developing trainings) and targeted trainings aimed at individual schools. These trainings are expected to be delivered in a variety of formats including web-based, at conferences, and in-person at school facilities. A list of identified training needs are listed below, however, other topics may be identified through feedback received and as the program progresses. The NHDOE is also open to topic suggestions from the potential vendors, as well. Initial suggested areas for training include:

Operations

- Leadership, Management & Supervisor Training Topics
 - Conflict Resolution Strategies and Effective Communication Topics
 - Dealing with Change in a Positive Way
 - Strategic Planning
- Marketing Strategies for Community Engagement and Student Recruitment
- Best Practices for Boards (geared to non-profits and charter schools)
- Non-Profit Organizational Management Strategies (geared to charter schools)
- Building Effective and Efficient Systems and Processes



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School Development

- Understanding Education Data (accountability, assessments, and outcomes)
- Curriculum Development & Design
 - Aligning Curriculum to State Standards
 - Coaching and Support for New Schools During Start-Up
 - Template for Curriculum Alignment for Use During Authorization

Finance

- Key Financial Metrics
- Developing Budgets
- Planning for Financial Sustainability
 - Fundraising
 - Grant Writing

Legal

- School Specific Legislation including
 - RSA 91:A
 - RSA 189:66 Guidance on Acceptable Security Certifications and Minimum Standards
 - HB 1612
 - Family Educational Rights and Privacy Act (FERPA)
- Policy Development
 - Templates required for school boards either in state or federal law
 - Technical assistance relative to policy implementation

B. Expected Deliverables

For each session delivered by the vendor, the vendor will provide:

- An adequate number of instructors, fully-qualified in the subject to be delivered, as determined by review of their resume by NHDOE staff
- An advance outline or syllabus of the to be presented with fee proposal for review and approval prior to delivery of the session
- Sufficient time allotted to deliver the content of the session and provide for a reasonable time for question and answer period
- All effort, time, materials, and resources to organize and deliver the session
- A form to request feedback from participants
- A report of feedback received from the session to the NHDOE Charter School Office
- Record of attendees for the session
- Record of questions and answers
- Record copy of materials provided (electronically or in print)



Section 3 – RFP Response Submission Requirements

A. Submission Requirements

Interested vendors must complete the attached Interested Vendor Form (Attachment A). This form will provide the NHDOE contact information that will allow us to send out and track receipt of addenda and answers to submitted questions. *Failure to submit this form may lead to disqualification of the vendors submitted response package.*

Vendors looking to provide the services and deliverables outlined above must submit a formal response to this request for proposals. Responses shall follow the following format and provide the required information set forth below:

1. **A cover letter** to include:
 - Vendor name and contact information (should be the person to legally authorized to enter into contracts)
 - Project Lead/Manager Name, if different from above
 - Note if the vendor plans to self-deliver the contract or employ sub-contractors to assist
 - A statement that the fees noted within the proposal will remain valid for one hundred and eighty (180) days following the deadline for submission of Proposals in the Submission Schedule, or until the Effective Date of any resulting Contract, whichever is later.
 - Signature of applicant certifying the packet is complete and true representative of fact
 - Date submitted
2. **Proposed Services Form** (Attachment B): Complete this form to outline the proposed topics, format(s) proposed for delivery, and other information to provide an overview of the depth and breadth of training the vendor is willing to provide.
3. **Program Approach:**
 - a. Provide a description of how you plan to approach developing, planning and implementing the training project that will help the NHDOE in meeting its goals outline in Section 1.
 - b. Describe how you approach developing an individual training session including the best method to deliver the session.
 - c. Provide a brief course description that includes an overview of the content and objectives for each of proposed topics/training sessions.
4. **Team Overview, Qualifications and Experience Summary:**
 - a. Provide information as to the proposed team assigned to the project, their availability, years of experience, and any other applicable information.
 - b. Clearly define any sub-consultants you plan to have as part of your team and the work they will perform.
 - c. Describe vendor’s qualifications, professional experience and background as they relate to the project.
5. **Resume(s)** for the key team member(s) including:
 - Project Leader/Manager
 - Key Proposed Trainers



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- Copies of certifications or licenses may also be provided if they are germane to topics proposed.
6. Provide three (3) **professional references**
 - a. The vendor may provide the contact information on these references or they may furnish written recommendations on the letterhead of the professional reference.
 7. **Cost Proposal** broken down as follows:
 - a. Hourly rates inclusive of all overhead, proposed profit, and direct costs for staff members proposed for this contract
 - b. Per diem rate for travel and meals to individual charter schools, if applicable
 - c. Per diem rate for hotel stays, if applicable

All proposals must be received by the New Hampshire Department of Education no later than 4:00 p.m. April 5, 2022.

Proposals should be concise and not include additional materials not requested within this section. Please make sure your response follows the order of required materials (items 1-7) above. Project samples or examples are permissible for inclusion in an appendix as long as they directly relate to services requested within this proposal.

B. Submission Instructions

Proposals submitted in response to this RFP must be received by the Department of Education no later than the time and date specified in the Schedule of Events section, herein.

Proposers must provide their response in electronic format via email. Emails should reference **Charter School Training RFP Submittal** and be sent to DOE.NHCSP@doe.nh.gov.

Unless waived as a non-material deviation in accordance with Section 6B, late submissions will not be accepted. Delivery of the Proposals shall be the Proposer's responsibility and at the Proposer's expense. The time of receipt shall be when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated above. The Agency 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.

C. Proposal Inquiries

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

TO: talmage.h.bayer@doe.nh.gov

CC: kasey.c.silva@doe.nh.gov

Subject line should reference **Charter School Training RFP**. Inquiries are due by March 11, 2022.

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. 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.



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The Agency will issue official responses to properly submitted inquiries by March 18, 2022 in an addenda to be distributed to vendors who submitted the required **Interested Vendor Form (Attachment A)**.

D. Submission Schedule

The following table provides a Schedule of Events for this RFP through contract finalization and Notice to Proceed. NHDOE reserves the right to amend elements of this solicitation. Any changes will be communicated through an addendum.

Event	Date & Time
RFP Release Date	February 24, 2022
Deadline for Questions	March 11, 2022
Answers Published	March 18, 2022
Submissions Due	April 5, 2022 by 4:00 pm
Presentations and Interviews (if needed)	TBD
Notification of Selections and Start of Contract Negotiations	TBD



Section 4 –Selection Process

A. Scoring

All received responses will be scored using an evaluation rubric using the following criteria and scoring methodology:

Offerings, Number and Diversity of Trainings (Maximum 20 points):

Submission Materials Reviewed: 2. Proposed Services Form

The depth and breadth of the proposed training sessions is greater than other proposers.

Capacity (Maximum 20 points):

Submission Materials Reviewed: 3. Approach, 4. Qualifications Overview, and 5. Resume(s)

Demonstrated high level of resources (staffing, equipment, tools, etc) and a plan to implement a well-organized, resourced, timely and efficient approach delivering trainings to the New Hampshire charter community.

Experience (Maximum 25 points):

Submission Materials Reviewed: 2. Proposed Services Form, 4. Qualifications Overview, 5. Resume(s), and 6. References

A vendor will earn maximum points for demonstrating the team’s qualifications and experience providing training sessions for 5 or more years to non-profit entities and/or schools. Excellent references will also contribute to the score.

Program Goals (Maximum 15 points):

Submission Materials Reviewed: 3. Approach

Approaches outlined demonstrate a commitment to helping the NHDOE Charter School Office meet their program goals, show an understanding of working with schools, provide for a variety of approaches for delivering trainings, and show a collaborative spirit.

Proposed Fee (Maximum 15 points):

Submission Materials Reviewed: 5. Resume(s), 7. Cost Proposal

Requested rates are provided, easy to understand, and reasonable and appropriate in relation to the services and experience.

Deductions:

Points may be deducted for failure to submit all required documents or for submitting irrelevant or redundant material.

B. Proposal Acceptance and Evaluation

The Agency reserves the right to:

- Make independent investigations in evaluating Proposals;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP 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;



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- At its sole discretion, reject any and all Proposals at any time; and
- Open contract discussions with the second highest scoring Proposer and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

The Agency plans to use the following process to evaluate proposals:

- **Initial screening:**
The Agency will conduct an initial screening step to verify Proposer compliance with submission requirements and minimum content set forth in this RFP. 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.
- **Preliminary evaluation of the Proposals:**
The Agency will establish an evaluation team to initially score the Proposals. This evaluation team will review the proposals and give a preliminary score to the proposals under the guidelines set forth in this RFP.
- **Oral interviews and Product Demonstrations (if necessary):**
If the Agency determines that it is appropriate, proposers may be invited to oral interviews. The Agency retains the sole discretion to determine whether to conduct oral interviews and how many interviews to conduct. Proposers are advised that the Agency may decide to conduct interviews with less than all responsive vendors. The purpose of oral interviews is to clarify and expound upon information provided in the written Proposals. Proposers are prohibited from altering the basic substance of their Proposals during the oral interviews. The Agency may ask the Proposer to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct Oral Interviews. Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the Proposals.
- **Final Evaluation of Technical Proposals and scoring:**
Following Oral Interviews (if determined to be necessary), Reference Checks and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each Proposal.
- **Selection of Vendors and Contract Negotiation.**
If the Agency determines to make an award or numerous awards, the Agency will issue an “intent to negotiate” notice to select Vendors based on these evaluations. The Agency will notify any Vendors not selected. The Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

Per federal funding requirements, profit must be negotiated. The price proposal should be submitted initially on the most favorable terms which the vendor can propose. The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

C. Restriction of Contact with Agency Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Agency regarding



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this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any Vendor during the selection process, unless otherwise authorized by the RFP Points of Contact.

D. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in the Submission Schedule, or until the Effective Date of any resulting Contract, whichever is later.

E. Post Award

Selected Vendors should be aware of the following requirements per the funding source:

- Vendors will be required to register with the State of New Hampshire, obtain a DUNS number, and register with the System for Award Management (SAM). Links to information on these processes are provided below. Contracts and assignments cannot be approved until these are complete.

Vendor Registration:

[https://das.nh.gov/purchasing/vendorregistration/\(S\(0c4bl2j0m2ncc045dxdcu455\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(0c4bl2j0m2ncc045dxdcu455))/welcome.aspx)

SAM: <https://sam.gov/content/entity-information>

Obtain a Unique Entity Identifier: <https://gsa.gov/entityid>

- Certifications regarding Suspension and Debarment, Conflicts of Interest, and Anti-Lobbying may be required.

Any time and effort associated with becoming compliant with these requirements or completing the contracting process shall not be passed onto the State or included in any fee proposals.



Section 5 – Terms and Conditions Related to the RFP Process

A. 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.

B. 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.

C. Property of the Agency

All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

D. Confidentiality of a Proposal

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 Proposer's disclosure or distribution of Proposals other than to the Agency will be grounds for disqualification.

E. Public Disclosure

Pursuant to RSA 21-G: 37, all responses to this RFP shall be considered confidential until the award of a 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 prior approval of the contract by the Agency pursuant to this RFP, the Agency will post the name, rank or score of each proposer.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a 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 this 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, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored.



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Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the Agency to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Agency will notify the Proposer of the request and of the date the Agency plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the Agency may release the requested information on the date specified in the Agency's notice without any liability to the Proposers.

F. 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.

G. Proposal Preparation Cost

By submitting a Proposal, a Proposer agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

H. Ethical Requirements

From the time this RFP is published until a contract is awarded, no bidder 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 bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder 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 bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder 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.

I. Challenges on Form or Process of the RFP

Any challenges regarding the validity or legality of the form and procedures of this RFP shall be brought to the attention of the Agency at least five (5) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Proposer waives the right to challenge the Agency's use of the form and procedures of the RFP, including the criteria for evaluating and scoring the Proposals.



Section 6 – Contract Terms and Award

A. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

B. Award

If the State decides to award a contract as a result of this RFP process, any award is contingent upon appropriation of funds.

C. Standard Contract Terms

The Agency will require the successful bidder to execute a Not to Exceed Contract. The P-37 State of New Hampshire General Provisions and Exhibits, identified in Attachment C, will form the basis of any Contract resulting from this RFP.

To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the vendor to enter into the Agreement, the Proposer should note those issues during the Proposer inquiry period. 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. If the Agency accepts a Proposer's exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential vendors of the change and indicate that change is available to all potential bidders.

Any exceptions to the standard form contract that are not raised during the vendor inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

D. Additional Documents Required at Time of Contract Signing

- Certificate of Authority - granting the person signing the contract documents the authority to do so. The person signing the contract cannot be the same person signing the Certificate of Authority. Please note, if the Certificate of Authority makes mention of the company By-laws, a copy of the By-laws will also need to be provided.
- Certificate of Insurance - See Section 14. and 15. of the General Provisions, P-37 (Attachment C), for the necessary coverage. Please note, the Department of Education will need to be the "Certificate Holder".



E. Additional Requirements and Clauses

Additional contracting language may be required to comply with the funding source. These include but are not limited to:

- Time and effort reporting on invoices
- Preference for the purchase, acquisitions, or use of goods, products, or materials produced in the United States [2 CFR 200.322 (a)]
- Grant specific requirements/restrictions on fund use including conferences which is detailed below. The NHDOE has determined that conferences would be appropriate for our program, within reason.

F. Federal Guidance on the Use of Grant Fund for Conferences and Meetings

Should your approach to delivery of these trainings take the form of conferences or meetings, please refer to the guidance provided below. The NHDOE Charter School Office may also be required to submit plans for conferences to the United States Department of Education for approval in advance.

Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:

- *Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;*
- *Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and*
- *Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.*
- *Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In particular, remember that:*
 - **Federal grant funds cannot be used to pay for alcoholic beverages; and**
 - **Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.**
- *A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.*
 - *A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.*
- *A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.*
 - **All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:**





New Hampshire Charter School Office

Request for Proposals: Charter School Training Services

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.



Attachment A: Intent to Submit

Please complete the following form to register interest in submitting a response in order to receive notifications of changes or issued addenda. **This information may be provided on firm's letterhead in lieu of this provided format; however, it must contain the information requested and be labeled Intent to Submit.**

SUBMIT THIS COMPLETED FORM VIA EMAIL:

TO: talmage.h.bayer@doe.nh.gov

CC: kasey.c.silva@doe.nh.gov

Date:	
Vendor Name:	
Email Address:	
Alternate Contact/Email (optional) :	



New Hampshire Charter School Office

Request for Proposals: Charter School Training Services

Attachment B: Proposed Services Form

Please provide an overview of training sessions you would propose to provide to the New Hampshire Charter School Community. Use one line for each course. If variations are possible, (eg. to length or presenters) note that in the description. Use additional sheets, as needed. **This information may be provided on firm's letterhead in lieu of this provided format; however, it must contain the information requested.**

Proposer Name (firm or individual): _____

No.	Course Description	Apprx. Length	Target Audience (leaders, board, all staff, etc.)	Number of Presenters	Format (web, in-person, both)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					



Attachment C

Attached under this cover and incorporated into this RFP are:

P-37: State of New Hampshire General Provisions

Exhibits: A, B, C (Federal Funds)

Exhibits: D-G

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 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 See Exhibit C	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 <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By: _____ Christopher Bond On: _____			
1.17 Approval by the Governor and Executive Council (<i>if applicable</i>) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 (“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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, 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 B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials _____
Date _____

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A

Special Provisions

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

EXHIBIT B
Scope of Services

EXHIBIT C
Method of Payment

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Revised 6-25-21

Contractor Initials _____
Date _____

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 - 2. Does not have a proposed debarment pending;
 - 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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 DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Revised 6-25-21

Contractor Initials _____
Date _____