



New Hampshire

**Department of Education**

**BAE-RFP-2021-002**

**ALTERNATIVE PATHWAYS TO  
COMPLETION**

**ISSUED: NOVEMBER 1, 2021**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
Alternative Pathways to Completion**

**RFP 2021-002**

|   |    |
|---|----|
| Section 1 – Overview and Schedule.....  | 4  |
| A. Executive Summary.....   | 4  |
| B. Schedule .....   | 4  |
| Section 2 - Description of Agency/Program Issuing the Request for Proposals ..... | 5  |
| Section 3 – Proposed Scope of Work.....   | 6  |
| Section 3.1 Alternative Pathways to Completion Toolkit .....                      | 8  |
| 3.1.1 Toolkit Requirements .....  | 8  |
| 3.1.2 Technical Assistance for Dissemination and Use .....                        | 10 |
| Section 3.2 CTE After Dark Model & Pilot.....                                     | 10 |
| 3.2.1 CTE After Dark Model Requirements .....                                     | 11 |
| 3.2.2 Implementation Facilitation.....  | 11 |
| Section 4 – Process for Submitting a Proposal.....                                | 12 |
| A. Proposal Submission, Deadline, and Location Instructions .....                 | 12 |
| B. Proposal Inquiries .....   | 12 |
| C. Restriction of Contact with Agency Employees.....                              | 13 |
| D. Validity of Proposal.....  | 13 |
| SECTION 5 - Content and Requirements for a Proposal.....                          | 13 |
| A. Company Profile/Background.....  | 14 |
| B. Key Personnel.....   | 14 |
| C. References .....   | 14 |
| D. Executive Summary .....  | 14 |
| E. Project Plan Part 1 .....  | 15 |
| F. Project Plan Part 2 .....  | 15 |
| G. Work Plan.....   | 15 |
| H. Cost Proposals .....   | 16 |
| I. Appendix .....   | 16 |
| SECTION 6 – Evaluation of Proposals.....  | 16 |
| A. Criteria for Evaluation and Scoring.....                                       | 16 |
| A.1 Company Background & Experience .....   | 17 |
| A.2 Project Plan Part 1: Alternative Pathways to Completion Tool Kit .....        | 17 |
| A.3 Project Plan Part 2: CTE After Dark Model & Pilot .....                       | 17 |
| A.4 Work Plan.....  | 17 |
| A.5 Cost Proposals .....  | 18 |
| A.6 Appendices.....   | 18 |
| B. Planned Evaluations .....  | 18 |
| C. Initial Screening .....  | 18 |
| D. Preliminary Technical Scoring of Proposals .....                               | 18 |
| E. Oral Interviews and Product Demonstrations .....                               | 18 |
| F. Final Scoring of Proposals.....  | 19 |

|  |    |
|--|----|
| G. No Best and Final Offer .....   | 19 |
| H. Final Selection .....   | 19 |
| I. Rights of the Agency in Accepting and Evaluating Proposals .....  | 19 |
| SECTION 7 – Terms and Conditions Related To The RFP Process .....  | 19 |
| A. RFP Addendum.....   | 19 |
| B. Non-Collusion .....   | 20 |
| C. Property of the Agency.....   | 20 |
| D. Confidentiality of a Proposal.....  | 20 |
| E. Public Disclosure.....  | 20 |
| F. Non-Commitment .....  | 21 |
| G. Proposal Preparation Cost.....  | 21 |
| H. Ethical Requirements .....  | 21 |
| I. Challenges on Form or Process of the RFP.....   | 21 |
| J. Insurance.....  | 21 |
| K. Special Provisions.....   | 22 |
| L. Civil Rights Compliance.....  | 22 |
| Section 8 – Contract Terms and Award.....  | 22 |
| A. Non-Exclusive Contract.....   | 22 |
| B. Award.....  | 22 |
| C. Standard Contract Terms.....  | 22 |
| D. Special Terms To Be Included In A Contract Resulting From This RFP .....  | 23 |
| Appendix A: Standard Terms and Conditions.....   | 24 |
| Appendix B: Contractor Obligation .....  | 28 |
| Appendix C: Federal Debarment and Suspension.....  | 29 |
| Appendix D: Anti-Lobbying.....   | 30 |
| Appendix E: Rights to Inventions Made Under Contract, Copy Rights and Confidentiality.....   | 31 |
| Appendix F: Compliance with the provisions of the US Code of Federal Regulations 34 CFR 364 and the US Circular if applicable Office of Management and Budget (OBM) Circular A-110 “Uniform Administrative Non-Profit Organizations” ..... | 32 |
| Appendix G: Required Documentation for Contracting (not required at submission) .....  | 33 |

## SECTION 1 – OVERVIEW AND SCHEDULE

### A. Executive Summary

The NH Department of Education, Bureau of Adult Education, is seeking proposals for an eighteen (18) month project on Alternative Pathways to Completion including the compilation of resources, development of a tool kit for targeted audiences and technical assistance with dissemination.

Over the past several years, the Department of Education has launched a number of initiatives to expand opportunities for high school students to complete a secondary school credential through alternatives to a traditional path. These new initiatives along with existing alternatives have created a number of various options for students. However, the recent pandemic and the use of remote instruction has caused a number of students to disconnect from schools leading to an increased number of high school students and parents seeking information about these alternatives.

This project is designed to provide the tools for parents, students and school staff to make informed decisions about choosing the best pathway for a student to successfully complete high school. The successful Vendor will work with Department of Education staff to complete an Alternative Pathways Toolkit and provide technical assistance for its use.

Alternative pathways include: alternative learning plans, Career Academy, high school equivalency certificates, Education Freedom Accounts, multi-tiered diplomas, the Adult Diploma, internships, Learn Everywhere, extended learning opportunities, pre-apprenticeship/apprenticeship, online courses and more.

Funding for this project comes from the American Rescue Plan. These funds must be obligated by January, 2022.

### B. Schedule

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

| EVENT  | DATE       | LOCAL TIME |
|--|------------|------------|
| RFP Released to Proposers (Advertisement)  | 11/1/2021  |            |
| Optional Vendor Conference<br>Register at: <a href="https://us02web.zoom.us/meeting/register/tZlpc-6rqjlqHtMngjCrmrw83Z6B1RQXlcSO">https://us02web.zoom.us/meeting/register/tZlpc-6rqjlqHtMngjCrmrw83Z6B1RQXlcSO</a> | 11/8/2021  | 1:00 PM    |
| Proposer Inquiry Period Ends   | 11/22/2021 | 4:00 PM    |
| Final Agency Responses to Proposer Inquiries   | 11/29/2021 | 4:00 PM    |
| Proposers Submit Proposals   | 12/8/2021  | 4:00 PM    |

|   |              |     |
|---|--------------|-----|
| Estimate Timeframe for Proposer Oral Presentations and Interviews (if applicable) | 12/8-12/15   | TBD |
| Estimated Notification of Selection and Begin Contract Negotiations               | 12/15/2021   |     |
| Governor & Council Approval   | January 2022 |     |

## SECTION 2 - DESCRIPTION OF AGENCY/PROGRAM ISSUING THE REQUEST FOR PROPOSALS

The Department of Education is committed to helping students, parents, and educators meet the educational needs of each student. The mission states:

**The NH Department of Education advances learner-centered opportunities that create bright futures.**

The Alternative Pathways to Completion project reflects the overarching mission of the Department and therefore, the successful vendor is likely to work with staff from each of these four divisions.

For the purposes of this project, specific program oversight is noted by Division. This may not be an exhaustive list of opportunities available:

### Division of Learner Support

- Bureau of Career Development
  - Provides oversight for the regional Career & Tech Ed centers and will be an integral partner in the implementation of the CTE After Dark pilot
- Bureau of Instructional Support
- Bureau of Special Education Support
  - Provide oversight for special education which must be taken into consideration when considering alternatives to completion
- Bureau of Student Wellness & Nutrition
- Bureau of Adult Education
  - Provide oversight for the Adult Diploma Program and the High School Equivalency Program

### Division of Education and Analytic Resources

- Bureau of Education Statistics
  - Provides data and information on drop outs and early completers as well as information about the Education Freedom Accounts
- Bureau of Educational Opportunities
  - Provides oversight for the NH Career Academy, Learn Everywhere, Extended-Learning Opportunities, Alternative High School Programs, Superintendent approved Alternative Learning Plans, Home Education, Charter/Private Schools
- Bureau of School Safety & Facilities
- Bureau of Federal Compliance

### Division of Educator Support and Higher Education

- Bureau of Credentialing
- Bureau of Educator Preparation and Higher Education
  - Provides oversight for iLearn NH (Canvas)
- Office of Career School Licensing

### Division of Workforce Innovation.

- Bureau of Disability Determination Services
- Bureau of Vocational Rehabilitation
  - Provides oversight for School Transitions Programs

The State Project Lead for the Alternative Pathways to Completion will be:

Sarah Ladd Wheeler  
Administrator  
Bureau of Adult Education  
NH Department of Education

The successful contactor should be familiar with various NH statutes and administrative rules including, but not limited to:

- 193:1 Duty of Parent: Compulsory Attendance by Pupil
- 194-A Education Voucher Programs
- Ed 306.21 Alternative Programs
- Ed 306.27 High School Curriculum, Credits, Graduation Requirements and CoCurricular Program
- Ed 318 Charter Schools
- Ed 400 Private Schools
- Ed 700 Adult High School, High School Equivalency Program
- Ed 1300 Alternative Education and Regional career and Technical Education
- Ed 1400 Learn Everywhere Programs

## **SECTION 3 – PROPOSED SCOPE OF WORK**

In support of the State Board of Education’s vision of harnessing community resources and technology to provide a world class, personalized, student-centered education in a flexible, innovative learning environment, there are a number of programs developed for New Hampshire high school students to successfully attain a secondary school credential through alternative methods.

While these alternatives exist and have been shared with school staff and parents, choosing the most appropriate pathway to completion for an individual student can be challenging as demonstrated by low enrollment in some alternatives and the number of questions received by Department of Education staff.

The recent pandemic has created an urgency for students, parents and schools to be aware of the various alternatives available. Although the data is not yet available, school districts are reporting a large number of high school students who have disconnected from their schools because remote learning did not meet their needs. The recent discontinuation of the Drop Out Prevention grant removed access to supports that may have assistance with the re-engagement of students, post-pandemic. These factors lead to an increased need for students to access alternative pathways to high school completion.

In order for students, parents and school staff to make informed decisions, they need information about all of these alternatives available in one, easy-to-navigate format that provides detailed information about eligibility requirements, process, participation goals and anticipated outcomes.

The purpose of this project is to create those tools and provide technical assistance for using the tools to assist students with identifying the best option for secondary school credential attainment.

This is an eighteen (18) month project ending on September 30, 2023. The project deliverables are intended to be met over the course of the project period. It is the responsibility of the vendor to identify specific milestones that demonstrate progress toward completion along with an anticipated timeframe for the completion of each milestone.

This project will require close collaboration with a number of Department of Education staff and representatives from local education agencies. The Project Lead will identify subject matter experts at the Department and make any necessary introductions. Regularly scheduled meetings with the Project Lead to discuss progress will be required and the vendor should include those on the work plan.

This project has two distinct components. A successful proposal will address both components including how the contract intends to approach the project, a summary of the deliverables to meet the requirements of the project and how those deliverables will be disseminated to the target audience.

### **1. Alternative Pathways Toolkit and Technical Assistance**

The successful vendor will research each of the alternative pathways to completion identified by the NH Department of Education to compile a toolkit for schools that may include user-friendly features such as eligibility flow charts; graphic program comparisons; printable handouts or flyers for students and families; and a draft website that can be incorporated into [www.education.nh.gov](http://www.education.nh.gov)

The Pathways are divided into two type of options. Information and resources for both options must be included in the proposal:

1. Programs that result in credit leading toward secondary school completion.

*This group includes options such as internships, Learn Everywhere, Extended Learning Opportunities, Pre-apprenticeship/Apprenticeship, online courses, private study, independent study.*

2. Programs that result in a secondary school diploma or its equivalent.  
*This group includes options such as the Alternative Learning Plans, Alternative High School, the Adult Diploma Program, the high school equivalency certificate, Charter Schools, Non-Public Schools, and Home Education.*

The proposal must also include how the Toolkit will be disseminated to school staff and provide technical assistance on its use.

[See Section 3.1 Alternative Pathways Toolkit and Technical Assistance](#)

## **2. CTE After Dark**

The proposal must include a replicable model for a program that combines high school equivalency preparation with an industry-recognized credential and post-secondary transition services for high school students and adults in regional Career & Technical Education (CTE) Centers during non-school hours.

The successful vendor will use this model to pilot CTE After Dark in one or two CTE centers in the Spring of 2022.

[See Section 3.2 CTE After Dark](#)

## **Section 3.1 Alternative Pathways to Completion Toolkit**

The purpose of this project component is to identify and document existing options for alternative pathways to high school completion including programs designed to provide credit toward high school attainment and programs that award a secondary school credential.

The Deliverables for this component must include:

- A Toolkit for schools
- Technical Assistance for dissemination and use of the Toolkit

### **3.1.1 Toolkit Requirements**

The Toolkit must be in an easy-to-use format that school staff can use to provide information to parents and students about available options. The Toolkit may be provided in paper, electronic or other format and must include the following:

#### **1. A Summary Sheet**

- A document that separates programs that offer credit toward a diploma/equivalency and programs that lead directly to a diploma or equivalency and lists the options accordingly.
  - The following programs offering credit toward a diploma/equivalency must be included:



- Adult Diploma Program classes for credit toward a regular high school diploma
- Learn Everywhere
- Extended Learning Opportunities
- Pre-Apprenticeship/Apprenticeship
- Education Freedom Accounts
- The following programs offering a secondary school credential must be included:
  - Alternative Learning Plan
  - Adult Diploma Program (regular or Adult Diploma)
  - Career Academy
  - High school equivalency certificate
  - Home Education
  - Charter Schools
  - Non-Public Schools
  - Tiered Diploma (local option only)
  - Alternative High School (local option only)
  - Combination Diploma (local option only)
- This may be presented as a graphic, flow chart or in another format that meets the purpose of demonstrating how the various credit option programs can lead to or be a part of a program leading to a credential.

## **2. Fact Sheets for School Staff**

- Fact Sheets shall be presented in a graphically appealing, easy-to-read, format that can be used by school staff to communication with students and parents on each of the programs listed above.
- Fact Sheets must include eligibility requirements, participation requirements, the process for application/enrollment (as applicable), anticipated outcomes such as the type of diploma/credential awarded and the impact on eligibility for other services such as special education.
- Additional Fact Sheets may be included to highlight national or state evidence-based practices that can be connected to current activities in New Hampshire.
- Outreach materials for communities that include the benefits of high school completion for the individual, the family and the community are highly encouraged.

## **3. Student/Parent Materials**

- Comprehensive information on available options shall be compiled in an accessible format for students and parents. This may include, but is not limited to: decision making charts, customizable flyers or brochures.
- Templates for public service announcements, social media campaigns and materials for outreach designed to re-engage students for high school completion are highly encouraged.

## **4. An Alternative Learning Plan template**

- The design and elements should reflect best practices from across the state.

- The template must include fields for users to identify how the requirements of RSA 193:1 (h) will be met including the elements described in section (1); documentation that the plan was developed in accordance with section (2); and a placeholder for the superintendent to approve or deny.
- Instructions for using the template shall also be provided including documentation and data tracking requirements for the Department.
- Examples of successful plan elements may be included.

**5. Local School Customizations**

- The Toolkit must include the ability to add local school district options such as an Alternative High School program, tiered diploma descriptions, combination diplomas.

**6. Webpage for ToolKit Accessibility**

- The Vendor is responsible for creating a draft webpage to house the Toolkit that the DOE staff can add to the existing DOE website.
- The Toolkit and all of its resources must be in a format that can be posted and downloaded from the NH Department of Education website.

The Toolkit must be reviewed and approved by the Department of Education before publication or dissemination.

**3.1.2 Technical Assistance for Dissemination and Use**

The Proposal must include a plan for disseminating the approved Toolkit and provide technical assistance to schools on its use.

Department staff will assist with dissemination and may provide a platform for technical assistance to the schools, but the Vendor is responsible for ensuring that the Toolkit has been received by the appropriate staff in each public high school and those staff members are trained on its use.

**Section 3.2 CTE After Dark Model & Pilot**

The purpose of this project component is to develop a replicable model for an alternative program that combines a high equivalency certificate or diploma, the attainment of an industry-recognized occupational credential and post-secondary transition services.

This program is intended for regional Career & Technical Education centers to partner with Adult Diploma programs to provide opportunities for high school completion and occupational skill building during times outside of the typical school day when the CTE facilities are underutilized.

There are examples of this type of program in other states such as Massachusetts (Chapter 74 Partnership “After Dark”). Additionally, there are several Adult Diploma Programs in New Hampshire who have designed collaborative courses with their local CTE centers including Littleton, Pinkerton Academy and Nashua.

The Deliverables for this component must include:

- A written Model for replication
- A Handbook for implementation
- Feedback and recommendations after the implementation of a pilot program

### **3.2.1 CTE After Dark Model Requirements**

The model must be designed in a manner that it can be replicated in multiple regions across the state where CTE and adult education programs are co-located or can be easily accessed. The model should not be restricted to a specific type of CTE program, but general enough to be applicable in different career cluster CTE programs.

The model should not contain specific curriculum or standards, but provide the flexibility to be implemented based on local CTE programs and student needs. For example, it is not necessary to provide a health care science curriculum for the Project, but the model should include how to adapt existing curriculum to meet student needs for both the industry-recognized credential and meet required core academic standards.

Adult Diploma Programs and the high school equivalency exam are based on the College & Career Readiness Standards for Adult Education and therefore, the model should include how courses will be aligned with those standards.

The model requirements include:

1. Contextualized instruction to meet core academic requirements.
  - For example, required math would be taught in the context of welding.
2. Essential program elements
  - May include foundational courses, work-based learning, pre-apprenticeship
3. Handbook
  - A step by step guide for implementation of the model including resources for funding, sample forms, curricula
  - A checklist for implementation

### **3.2.2 Implementation Facilitation**

The Department intends to pilot this model in the Spring of 2022 or Fall of 2023. A competitive grant application will be issued by the Bureau of Adult Education and Career Development to choose one or two pilot sites.

The vendor's responsibility is to facilitate the implementation of the model with the selected CTE/Adult Education center to provide feedback and recommendations to the Department on future implementation in other areas.

## SECTION 4 – PROCESS FOR SUBMITTING A PROPOSAL

### A. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Department of Education, Bureau of Adult Education, no later than the time and date specified in the Schedule section, herein. Proposals may be submitted by (U.S. Mail, Delivery Service, In Person, Electronic) Proposals must be addressed to:

**State of New Hampshire  
Department of Education  
Bureau of Adult Education**  
c/o  
**Alternative Pathways to Completion  
21 South Fruit Street, Suite 20  
Concord, NH 03301**  
[AdultEd@doe.nh.gov](mailto:AdultEd@doe.nh.gov)

Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE**  
  
**RESPONSE TO RFP BAE-2021-002**  
**Alternative Pathways to Completion**

Unless waived as a non-material deviation in accordance with [Section 6B](#), late submissions will not be accepted and will be returned to the proposers unopened. Delivery of the Proposals shall be at the Proposer's expense. The time of receipt shall be considered when a Proposal has been officially documented by the 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.

All Proposals submitted in response to this RFP must consist of at least:

One (1) original and one (1) clearly identified electronic copies of the Proposal, including all required attachments contained on digital media such as a USB Drive.

Proposers who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

### B. Proposal Inquiries

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

TO: [AdultEd@doe.nh.gov](mailto:AdultEd@doe.nh.gov)

Inquiries must be received by the Agency's RFP Point of Contact no later than the conclusion of the Proposer Inquiry Period (see [Schedule of Events](#) section, herein). Inquiries received later than the conclusion of the Proposer Inquiry Period shall not be considered properly submitted and may not be considered.

The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule section, herein; however, this date is subject to change at the Agency's discretion. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. The Agency may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency.

Official responses by the Agency will be made only in writing by the process described above. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

### **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 this RFP is forbidden unless first approved by the RFP Point 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 potential contractor during the selection process, unless otherwise authorized by the RFP Point of Contact. Proposers may be disqualified for violating this restriction on communications.

### **D. Validity of Proposal**

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

## **SECTION 5 - CONTENT AND REQUIREMENTS FOR A PROPOSAL**

It is the Proposer's responsibility to demonstrate to the Department of Education that it is capable of and qualified to perform the required work in the most cost efficient methods. Proposals shall follow the below format and provide the required information set forth below:

- Table of Contents
- Section I: Glossary of Terms and Abbreviations
- Section II: Company Profile/Background
- Section III: Key Personnel
- Section IV: References
- Section V: Executive Summary
- Section VI: Project Plan Part 1: Alternative Pathways to Completion Tool Kit
- Section VII: Project Plan Part 2: CTE After Dark Model and Pilot

- Section VIII: Work Plan
- Section IX: Cost Proposals
- Section X: Appendices (optional)

## **A. Company Profile/Background**

Please provide an overview of the company including the number of years in business, the number of employees, location(s), and major business or service areas of the company.

Describe the company's experience working with NH educators including but not limited to the Department of Education, K-12 or adult education administrative or instructional staff and/or other potential stakeholders for this project.

Describe the company's experience with this type of project including implementation of projects in the educational field.

If this proposal includes subcontractors, the same information must be provided for each subcontractor.

The Proposer must provide evidence of financial stability through audited financial records.

This section shall be limited to two (2) pages, not including audited financial records.

## **B. Key Personnel**

Although the State recognized that staff availability is somewhat uncertain, qualifications for the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified.

Please provide resumes or a short biographical summary of key personnel proposed to work on this Project and an organizational chart depicting the Vendor Project Team, particularly identifying the Project Manager. Qualifications of key personnel should include the skills essential to successfully completing this project.

Define the responsibilities and length of assignment for each of the roles depicted on the organizational chart.

If this proposal includes subcontractors, the same information must be provided for each subcontractor.

This section shall be limited to five (5) pages.

## **C. References**

Please include a minimum of three (3) references that can attest to the Vendor's experience and capability to complete this type of project.

## **D. Executive Summary**

The executive summary must provide an overview of the Vendor's proposal. Vendors are encouraged to highlight those factors that they believe distinguish their proposal.

This section shall be limited to three (3) pages.

### **E. Project Plan Part 1**

This section provides detailed descriptions of how the vendor proposes to meet the deliverables and the specific requirements outlined in Section 3.1: Alternative Pathways to Completion Tool Kit and Technical Assistance for Dissemination.

The approach for researching and collecting data needed for specific Fact Sheets and Student/Parent Marketing materials should be detailed.

Any proposed format(s) for the completed tool kit should be described along with an explanation for how the format best meets the needs of the target audience(s).

This section shall be limited to six (6) pages.

### **F. Project Plan Part 2**

This section provides detailed descriptions of how the vendor proposes to meet the deliverables and the specific requirements outlines in Section 3.2: CTE After Dark Model and Pilot.

The approach for model design should be explained, as well how the Proposer will determine the essential design elements. A description of the format and organization of the Handbook should be included in this section.

Please address how the Proposer will approach the facilitation of the Pilot program including any technical assistance provided as well as evaluation measures taken to provide feedback to the Department of Education on the effectiveness of the program.

This section shall be limited to six (6) pages.

### **G. Work Plan**

This section provides a detailed description of the process that the vendor will take to complete the project. Specific milestones associated with deliverables should be identified and an anticipated schedule for meeting those milestones provided. The following table is an example of how this might be presented.

Table 1: Example of Work Plan

| Activity, Deliverable or Milestone | Deliverable Type | Project Delivery Date |
|------------------------------------|------------------|-----------------------|
| Conduct Project Kickoff Meeting    | Meeting          | By 1/15/2022          |
|                                    |                  |                       |

This section should include tasks and activities associated with both components of this project and should result in a completed project prior to the end of the period of performance.

This section shall be limited to two (2) pages.

## H. Cost Proposals

The vendor must include all services, activities, tasks and preparation of the required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools.

It is the vendor’s responsibility to include a cost proposal appropriate to the proposed approach. For example, the cost proposal could be activity-based. If there is a cost associated with each deliverable or milestone, those costs must be aligned with the activities, deliverables or milestone submitted in response to [Section 5G](#).

If the cost proposal is based on a line-item budget, the vendor must submit each category’s proposed total and a budget narrative outlining the how the cost for each line item was calculated. Typical lines would include salary, benefits, consumable materials, etc.

Please provide an example of how invoicing or statements will be provided and their frequency.

## I. Appendix

Please use this section to include any extra materials that will support the proposal.

## SECTION 6 – EVALUATION OF PROPOSALS

### A. Criteria for Evaluation and Scoring

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

- Company Background & Experience
- Project Plan for Alternative Pathways for Completion Tool Kit
- Project Plan for CTE After Dark Model & Pilot
- Work Plan
- Cost Proposal

If the Agency, determines to make an award based on these evaluations, the Agency will notify the selected Proposer(s). Should the Agency be unable to reach agreement with the selected Proposer(s) during Contract discussions, the Agency may then undertake Contract discussions with the next preferred Proposer and so on, or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

The Agency will use a scoring scale of 100 point, a maximum of 20 points awarded based on the Cost Proposal, a maximum of 60 awarded for the combination of Project Plans for each component, which will be distributed as set forth in the table below.

Table 2: Evaluation Categories

| CATEGORIES  | POINTS |
|---|--------|
| Company Background & Experience                             | 10     |
| Project Plan for Alternative Pathways to Completion Toolkit | 30     |
| Project Plan for CTE After Dark Model & Pilot               | 30     |
| Work Plan   | 10     |



|  |     |
|--|-----|
| COST PROPOSAL POTENTIAL MAXIMUM POINTS | 20  |
| TOTAL POTENTIAL MAXIMUM POINTS AWARDED | 100 |

The Agency will select a Proposer based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize scores.

**A.1 Company Background & Experience**

Company background and experience as described in the following sections will be awarded a maximum of 10 points:

- [Section 5A](#) Company Profile/Background
- [Section 5B](#) Key Personnel
- [Section 5C](#) References

Points will be awarded on the Proposer’s background and experience working with NH educators; designing and implementing projects in the field of education; qualifications of key staff; and evidence of similar projects and/or capacity to complete this project as demonstrated by attestation from provided references.

**A.2 Project Plan Part 1: Alternative Pathways to Completion Tool Kit**

Project Plan Part 1 as described in [Section 5D](#) and [5E](#) will be awarded a maximum of thirty (30) points based on the Proposer’s ability to incorporate all of the required components of the tool kit; the reasonableness and effectiveness of the proposed approach to researching each of the credit earning options and the alternative credential attainment options; the appropriateness of the proposed format for the completed tool kit; consideration for any additional elements; any flexibility provided for local school districts to customize the tool kit; proposed plan for dissemination and provision of technical assistance and any innovative additions that will add value to the project.

**A.3 Project Plan Part 2: CTE After Dark Model & Pilot**

Project Plan Part 2 as described in [Section 5D](#) and [5F](#) will be awarded a maximum of thirty (30) points based on the Proposer’s ability to incorporate all of the required components of the model; the reasonableness and effectiveness of the proposed approach to model development; proposed process for design element determination; the proposed strategy for Handbook creation; and the capacity of the Proposer to facilitate a pilot project in collaboration with the Department of Education.

**A.4 Work Plan**

The Work Plan as described in [Section 5G](#) will be awarded a maximum of ten (10) points based on the proposed detailed summary of the milestones; the practicality of the tasks associated with each milestone; and the likelihood that completion of milestones within the proposed timeframe will result in a completed project within the period of performance.

### **A.5 Cost Proposals**

The Proposer's Price Proposal will be allocated a maximum potential score of 20 points. Proposers are advised that this **is not a low bid award** and that the scoring of the price proposal will be combined with the scoring of the proposal to determine the overall highest scoring Proposer.

The following formula will be used to assign points for costs:

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

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

### **A.6 Appendices**

Any appendices included in the proposal will be taken into consideration as a part of the applicable section indicated in Section 5 and will not be awarded points independently.

## **B. Planned Evaluations**

The Agency plans to use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Preliminary evaluation of the Proposals;
- Oral interviews (if necessary);
- Final Evaluation of Proposals and scoring;
- Select the highest scoring Proposer (s) and begin contract negotiation.

## **C. Initial Screening**

The Agency will conduct an initial screening step to verify Proposer compliance with the submission requirements set forth in the RFP and the minimum content set forth in [Section 5](#) of 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.

## **D. Preliminary Technical Scoring of 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 [Section 6](#). Should a Proposer fail to achieve 50 Points in the preliminary scoring, it will receive no further consideration from the evaluation team.

## **E. Oral Interviews and Product Demonstrations**

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, with which proposers; and the number of interviews. Proposers are advised that the Agency may decide to conduct interviews with less than all responsive proposers.

The purpose of oral interviews and product demonstrations 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 Proposal regardless of whether it intends to conduct Oral Interviews.

Information gained from oral interviews will be used to refine review scores assigned from the initial review of the Proposals.

## **F. Final Scoring of Proposals**

Following Oral Interviews, Reference Checks (if appropriate) and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each Proposal.

## **G. No Best and Final Offer**

The Proposal should be submitted initially on the most favorable terms which the proposer can offer. There will be no best and final offer procedure. 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.

## **H. Final Selection**

The Agency will conduct a final selection based on the final evaluation of the initial proposals and begin contract negotiations with the selected Proposer(s).

## **I. Rights of the Agency in Accepting and Evaluating Proposals**

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;
- 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).

## **SECTION 7 – 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 Proposer'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 Proposers 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 proposer. 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 submission of a contract to the Department of Administrative Services pursuant to this RFP, the Agency will post the name, rank or score of each proposer. In the event that the contract does not require Governor & Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least 5 business days before final approval of the contract.

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/>). However, 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.

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, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Agency at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Proposer is deemed to have waived any challenges to the agency's authority to conduct this procurement and the form and procedures of this RFP.

## **J. Insurance**

The Vendor selected through this RFP must obtain and maintain in force, 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.

The Vendor's employees as well as employees hired under this contract must be covered with workers' compensation insurance. Proof of insurance will be requested at the time of contracting.

### **K. Special Provisions**

Proposals must include a statement that the organization submitting the proposal will comply with the provisions of the US Code of Federal Regulation 34 CFR 364 and the following US Circular if applicable: Office of Management and Budget (OMB) Circular A-110 "uniform Administrative Non-Profit Organizations." Agency shall not make any award or permit any award (sub grant or contract) to any party which is barred or suspended or it otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment or Suspension."

### **L. Civil Rights Compliance**

Funding for this contract includes Federal funds and therefore obligates the Vendor to comply with civil rights laws that prohibit discrimination based on race, color, national origin, sex, disability and age.

## **SECTION 8 – 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 Contractors 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 approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

### **C. Standard Contract Terms**

The Agency will require the successful bidder to execute a Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as [Appendix A](#).

The Term of the Contract will from approval by the Governor & Executive Council through September 30, 2023.

To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer 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 proposers of the exceptions which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer 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.

#### **D. Special Terms To Be Included In A Contract Resulting From This RFP**

The Contractor must comply with the following provisions:

- [Appendix B](#): Contractor Obligation
- [Appendix C](#): Federal Debarment and Suspension
- [Appendix D](#): Anti-Lobbying
- [Appendix E](#): Rights to Inventions Made Under Contract, Copy Rights and Confidentiality
- [Appendix F](#): Compliance with the provisions of the US Code of Federal Regulations 34 CFR 364 and the US Circular if applicable Office of Management and Budget (OBM) Circular A-110 "Uniform Administrative Non-Profit Organizations"

# APPENDIX A: STANDARD TERMS AND CONDITIONS

FORM NUMBER P-37 (version 12/11/2019)

**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   |                    | 1.2 State Agency Address                      |                      |
| 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<br><br>Date:  |                    | 1.12 Name and Title of Contractor Signatory   |                      |
| 1.13 State Agency Signature<br><br>Date:  |                    | 1.14 Name and Title of State Agency Signatory |                      |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i><br><br>By: _____ Director, On: _____ |                    |   |                      |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i><br><br>By: _____ On: _____                   |                    |   |                      |
| 1.17 Approval by the Governor and Executive Council <i>(if applicable)</i><br><br>G&C Item number: _____ G&C Meeting Date: _____          |                    |   |                      |

Contractor Initials \_\_\_\_\_  
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.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

**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.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

# APPENDIX B: CONTRACTOR OBLIGATION

Revised 8/2/19

## 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.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

## APPENDIX C: FEDERAL DEBARMENT AND SUSPENSION

Revised 8/2/19

### 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.

## APPENDIX D: ANTI-LOBBYING

Revised 8/2/19

### 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 (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- 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.

# APPENDIX E: RIGHTS TO INVENTIONS MADE UNDER CONTRACT, COPY RIGHTS AND CONFIDENTIALITY

Revised 8/2/19

## 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.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

**APPENDIX F: COMPLIANCE WITH THE PROVISIONS OF THE US CODE OF FEDERAL REGULATIONS 34 CFR 364 AND THE US CIRCULAR IF APPLICABLE OFFICE OF MANAGEMENT AND BUDGET (OBM) CIRCULAR A-110 “UNIFORM ADMINISTRATIVE NON-PROFIT ORGANIZATIONS”**

Please include the following signed statement in your proposal.

The organization will comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular, if applicable: Office of Management and Budget (OBM) Circular A-110 “Uniform Administrative Non-Profit Organizations.”

Chief Officer of Agency:

\_\_\_\_\_  
Signature

*Date Signed:* \_\_\_\_\_



## **APPENDIX G: REQUIRED DOCUMENTATION FOR CONTRACTING (NOT REQUIRED AT SUBMISSION)**

Any contract resulting from this RFP will be required to be approved by the Governor and Executive Council. In addition to the contract and the Standard Terms and Conditions included in Appendix A, the following documents will be required.

### 1. Certificate of Good Standing

- The organization must provide a Certificate of Good Standing from the NH Secretary of State's Office or documentation that the entity is exempt from this requirement.
- For a non-profit corporation, the certificate is valid from the date of issue until December 31 of the next year ending in zero (0) or five (5).
- A copy is acceptable.

### 2. Certificate of Insurance

- Specific requirements can be found in Section 7J

### 3. Certificate of Authority

- The governing board of the organization must provide authorization for the individual to sign a contract with the NH Department of Education.