



New Hampshire

Department of Education

WIOA
Workforce Innovation and Opportunity Act

State of New Hampshire
Department of Education
Bureau of Adult Education

WIOA Adult Education Programs
SFY 2024 – SFY 2026 – July 1, 2024 – June 30, 2026

RFP BAE-2023-001

Date Issued: 1/13/2023

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Section 1 – Overview and Schedule

1.1 Executive Summary

The Department of Education, Bureau of Adult Education, is seeking proposals to provide adult education services under the Workforce Innovation and Opportunity Act (WIOA) of 2014, for the period from July 1, 2024 until June 30, 2026.

It is the intention of WIOA to align the workforce system with education and workforce development in an effort to create a collective response to economic and labor market challenges on the national, state, and local levels. The Act emphasizes the importance of business collaboration and services to employers to ensure employment success.

Under Title II of WIOA, the Adult Education and Family Literacy Act (AEFLA) is designed to help adults with the following:

- Improve their educational and employment outcomes
- Become self-sufficient
- Support the educational development of their children
- Transition to postsecondary education and training including through career pathways programs
- Assist English language learners to acquire the skills needed to succeed in the 21st century economy

The purpose of AEFLA is to create a partnership among the Federal States and localities to provide, on voluntary basis, adult education and literacy activities in order to:

- A. Assist adults to become literate and obtain knowledge and skills necessary for employment and economic self-sufficiency.
- B. Assist adults who are parents or family members to obtain the education and skills that—
 - a. Are necessary to becoming full partners in the educational development of their children; and
 - b. Lead to sustainable improvements in the economic opportunities for their family;
- C. Assist adults in attaining a secondary school diploma or its recognized equivalent and in the transition to postsecondary education and training, through career pathways; and
- D. Assist immigrants and other individuals who are English language learners in—
 - a. Improving their —
 - i. Reading, writing, speaking and comprehension skills in English; and
 - ii. Mathematics skills; and
 - b. Acquiring an understanding of the American system of Government, individual freedom, and the responsibilities of citizenship.

1.2 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)	1/13/2023	
Mandatory Vendor Conference	1/31/2023	9:00 AM
Proposer Inquiry Period Ends	2/17/2023	4:30 PM
Final Agency Responses to Proposer Inquiries	2/24/2023	4:30 PM
Proposers Submit Proposals	3/24/2023	4:00 PM
State Workforce Board Review	April, 2023	TBD
Estimated Notification of Selection and Begin Contract Negotiations	4/1/2023	
Anticipated Governor & Council Approval, if applicable	May 2023	
Notice to Proceed	7/1/2023	

Section 2 - Description of Agency/Program Issuing the Request for Proposals

2.1 NH Department of Education

The Department of Education provides educational leadership and services which promote equal educational opportunities and quality practices and programs that enable New Hampshire residents to become fully productive members of society.

2.2 Bureau of Adult Education

The Bureau of Adult Education's mission is to provide a variety of educational opportunities to empower adults to become lifelong learners, to support individual in identifying and achieving their potential academic and/or career goals and to assist students to become active participants in their communities.

Currently, the Bureau funds twenty-one adult education and literacy activity (AEL) programs, two integrated education and training (IET) programs, and five integrated English literacy and civics education programs (IELCE). This Request for Proposals is only for AEL programs that shall include comprehensive adult education services that include:

- adult basic education including literacy
- adult secondary education including high school equivalency preparation
- English as a second language
- distance learning
- one-on-one tutoring in the community.

Awards will be provided to AEL proposals from eligible providers, including consortia¹.

A separate competition will be conducted for Integrated English Literacy and Civics Education programs.

¹ A single agency or consortium of organizations may choose to apply for one or more of each type of program.

Section 3 – Proposed Scope of Work

3.1 Overview

The New Hampshire Department of Education, Bureau of Adult Education (BAE) is currently seeking three-year proposals from all interested parties such as adult education programs, school districts, community-based organizations, faith-based organizations, volunteer literacy programs, institutions of higher education, a public or private nonprofit agency, a library, a public housing authority, a consortium or coalition of agencies or a partnership between an employer and any of the above entities, who have experience working with adults at or below the secondary level who are in need of adult education and literacy activities including those interested in transitioning to the workforce or post-secondary education. The applicant must establish demonstrated effectiveness in providing services to adults as describe in [Section 4.1](#) Minimum Requirements for Applicants.

The vision for the WIOA adult education in New Hampshire is that adult basic and secondary education including English as a second language is available and accessible to eligible participants through comprehensive services in each region ([Appendix B](#)) of the state. Providers are responsible for recruiting and engaging eligible participants in adult education and literacy services especially those identified as the most in need of services including individuals who have low levels of literacy, who are English language learners, who have disabilities and who have other barriers to employment.

During the recent pandemic, local adult education centers shifted to remote instruction similar to many K-12 school systems. One of the lessons learned is that the flexibility provided by online, hybrid and/or hyflex instructional delivery systems increased access to adult education services for individuals who might otherwise not have been able to take advantage of the educational opportunities provided by adult education centers. It is the intention of the Bureau of Adult Education to build on these lesson by encouraging applicants to consider the current very low unemployment rate and the need, and desire, of adult education students to participate through a variety of delivery systems.

To that end, in addition to seeking proposals for local adult education centers in each of the regions identified in [Appendix B](#), the State is also seeking proposals for providing statewide, online services for adult education students who are unable or not interested in attending classes at a local adult education center.

One identified population in need of services are individuals who are incarcerated in correctional institutions or other institutionalized individuals. The Bureau currently funds programs in correctional institutions at the state and county levels. Correctional Institutions may apply for funds as an eligible provider or coordinate with local adult education centers to offer services at the correctional institution as a satellite location.

Adult education and literacy programs funded under this RFP should have demonstrated effectiveness in providing the required activities in this RFP and are required to contribute to the State-adjusted levels of performance for both the primary indicators and measurable skill gain in the areas of reading, writing, speaking and math. This includes following the New Hampshire Data & Assessment Policy ([Appendix A](#)) with regard to pre- and post-testing, determining educational functioning levels, measuring performance and reporting.

Collaboration between eligible providers as well as other community organizations is essential to ensure the non-duplication of services; the capacity to serve the local need; the seamless transition of participants between educational levels; and the transition of participants into postsecondary education, training and/or employment. The expectation is if there is more than one individual providers within each region that they will coordinate their services, over the course of this contract period, to meet regional needs through flexible delivery systems including off-site tutoring and distance learning options; services for all educational levels as defined in the National Reporting System; and financial efficiency through shared resources which may include personnel.

The NH WIOA Combined State Plan² ([Appendix C](#)), required under WIOA section 108, outlines the vision, priorities and goals for workforce development. In addition to the collaborative goals, the adult education and literacy activities provided under the Adult Education & Family Literacy Act are detailed. All providers funded through this competition are required to align local adult education and literacy activities with the State Plan and to coordinate with other local one-stop partners.

Adult education and literacy instruction should be standards-based. Curricula must be aligned to the College & Career Readiness Standards for Adult Education³ and the English Language Proficiency Standards⁴ as well as being contextualized for the sector industries identified in the NH State Workforce Plan. Instruction should be delivered using evidence-based strategies such as those incorporated into the STAR⁵ Reading program for the essential components of reading and other best practices identified specifically for adult education.

New Hampshire has a centralized professional development system for adult education which provides a wide variety of high-quality, face-to-face and online training for adult educators. There is not a credential or licensing procedure for adult educators, therefore it is recommended that providers have excellent hiring practices and evaluate teacher effectiveness using the Adult Education Teacher Competencies⁶. Each provider must have a policy to ensure that educators incorporate instructional strategies supported by current research.

The Bureau of Adult Education provides a web-based student management system for data collection. Local providers are responsible for designating a specific staff person responsible for data entry and reporting. Data is used to inform program decisions and to plan for continuous improvement. In addition to the data required under AEFLA, local programs must submit quarterly performance reports and an annual program self-evaluation which includes a detailed analysis of data and narrative reports demonstrating compliance with various initiatives.

Under WIOA, the following considerations are required to be made in awarding contracts, in accordance with section 231 (e):

1. the degree to with the eligible provider would be responsive to –
 - a. regional needs as identified in the local plan under section 108 ([Section 5.4.1](#)); and
 - b. serving individuals in the community who were identified in such plan as most in need of

² NH has only one workforce area and therefore the State Plan (section 102) and the Local Plan (section 103) are the same. Electronic version available at: <https://www.nhworks.org/state-workforce-investment-board/state-plan/>

³ Available at: <https://lincs.ed.gov/publications/pdf/CCRStandardsAdultEd.pdf>

⁴ Available at: <https://lincs.ed.gov/publications/pdf/elp-standards-adult-ed.pdf>

⁵ For more information on STAR: <https://lincs.ed.gov/state-resources/federal-initiatives/student-achievement-reading>

⁶ For more information on Adult Education Teacher Competencies: <https://lincs.ed.gov/state-resources/federal-initiatives/teacher-effectiveness/competencies>

- adult education and literacy activities, including individuals –
- i. who have low levels of literacy skills; or
 - ii. who are English language learners; ([Section 5.4.2](#))
2. the ability of the eligible provider to serve eligible individuals with disabilities, including eligible individuals with learning disabilities; ([Section 5.4.2](#))
 3. past effectiveness of the eligible provider in improving the literacy of eligible individuals, to meet State-adjusted levels of performance for the primary indicators of performance described in section 116, especially with respect to eligible individuals who have low levels of literacy; ([Section 5.4.8](#))
 4. the extent to which the eligible provider demonstrates alignment between proposed activities and services and the strategy and goals of the local plan under section 108, as well as the activities and services of the one-stop partners; ([Section 5.4.5](#))
 5. whether the eligible provider’s program –
 - a. is of sufficient intensity and quality, and based on the most rigorous research available so that participants achieve substantial learning gains; ([Section 5.4.6](#)) and
 - b. uses instructional practices that include the essential components of reading instruction; ([Section 5.4.6](#))
 6. whether the eligible provider’s activities, including whether reading, writing, speaking, mathematics, and English language acquisition instruction delivered by the eligible provider, are based on the best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice; ([Section 5.4.6](#))
 7. whether the eligible provider’s activities effectively use technology, services, and delivery systems, including distance education in a manner sufficient to increase the amount and quality of learning and how such technology, services, and systems lead to improved performance; ([Section 5.4.7](#))
 8. whether the eligible provider’s activities provide learning in context, including through integrated education and training⁷, so that an individual acquires the skills needed to transition to and complete postsecondary education and training programs, obtain and advance in employment learning to economic self-sufficiency, and to exercise the rights and responsibilities of citizenship; ([Section 5.4.4](#) and [5.4.8](#))
 9. whether the eligible provider’s activities are delivered by well-trained instructors, counselors, and administrators who meet any minimum qualifications established by the State, where applicable, and who have access to high quality professional development, including through electronic means; ([Section 5.4.5](#))
 10. whether the eligible provider’s activities coordinate with other available education, training and social service resources in the community, such as by establishing strong link with elementary schools and secondary schools, postsecondary educational institutions, institutions of higher education, local workforce investment boards, one-stop centers, job training programs, and social service agencies, business, industry, labor organizations, and intermediaries, for the development of career pathways; ([Section 5.4.5](#))
 11. whether the eligible provider’s activities offer flexible schedules and coordination with Federal, State and local support services (such as child care, transportation, mental health services, and career planning) that are necessary to enable individuals, including individuals with disabilities or other special needs, to attend and complete programs; ([Section 5.4.3](#))
 12. whether the eligible provider maintains a high-quality information management system that has the capacity to report measurable participant outcomes (consistent with section 116) and to

⁷ Integrated Education & Training will be competed separately.

- monitor program performance; ([Section 5.4.9](#)) and
13. whether the local areas in which the eligible provider is located have a demonstrated need for additional English language acquisition programs and civics education programs. ([Section 5.4.1](#))

Additionally, the services outlined in this RFP must be to provide instructional materials without cost; and participants shall not be charged fees or tuition under NH Education Rules⁸.

3.2 General Requirements for all WIOA Adult Education Programs

1. Be responsive to regional needs including the educational, economic and social/cultural needs of the area.
2. Serve individuals in the community who are identified as most in need of adult education and literacy activities including individuals with low levels of literacy, individuals with disabilities, and individuals with barriers to employment.
3. Have a delivery method, location and schedule that enables individuals to attend and complete programs.
4. Provide learning in context so that an individual acquires the skills needed to transition to and complete postsecondary education and training programs, obtain and advance in employment leading to economic self-sufficiency and to exercise the rights and responsibilities of citizenship.
5. Demonstrate alignment between the proposed activities and services and the strategy and goals of the state workforce plan as well as the activities of the one-stop partners (NH Works).
6. Be of sufficient intensity and quality and based on the most rigorous research available so that participants achieve substantial learning gains.
7. Effectively use technology, services and delivery systems including distance education, in a manner sufficient to increase the amount and quality of learning. Such technology, services and systems should lead to improved performance.
8. Meet or exceed minimum program outcome expectations including performance indicators, measurable skill gains and other standards.
9. Be implemented by July 1, 2023 or have a negotiated time line for implementation with the Bureau of Adult Education.

3.3 Definitions

3.3.1 Adult Education and Literacy Activities - Sec 103 (2)

Adult education and literacy activities mean program, activities and services that include any of the following:

- Adult education
- Literacy
- Workplace adult education and literacy activities (Not funded through this grant)
- Family literacy activities (Not funded through this grant)
- English language acquisition activities (ESL)
- Integrated English Literacy and Civics Education (IELCE)
- Workforce preparation activities
- Integrated Education and Training (IET)

3.3.2 Basic Skills Deficient – Sec 3 (5)

⁸ NH Ed 703.02 (b)

The term “basic skills deficient” means, with respect to an individual –

- A. who is a youth, that the individual has English reading, writing or computing skills at or below the 8th grade level on a generally accepted standardized test; or
- B. who is a youth or an adult, that the individual is unable to compute or solve problems, or read, write or speak English, at a level necessary to function on the job, in the individual’s family, or in society.

3.3.3 *Individual with a Barrier to Employment – Sec 3 (24)*

The term “individual with a barrier to employment” means a member of one or more of the following populations:

- A. Displaced homemakers
- B. Low-income individuals
- C. Indians, Alaska Natives, and Native Hawaiians, *as such terms are defined in WIOA Section 166.*
- D. Individuals with disabilities, including youth who are individuals with disabilities
- E. Older individuals
- F. Ex-offenders
- G. Homeless individuals, *as defined in VAWA 41403(6)*, or homeless children and youths, *as defined in McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))*
- H. Youth who are in or have aged out of the foster care system
- I. Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
- J. Eligible migrant and seasonal farmworkers, *as defined in WIOA section 167(i)*
- K. Individuals within two (2) years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act *(42 U.S.C. 601 et seq)*
- L. Single parents (including single pregnant women)
- M. Long-term unemployed individuals
- N. Such other groups as the Governor of New Hampshire determines to have barriers to employment

3.3.4 *Low-Income Individual – Sec 3 (36)*

- A. In General – The term “low-income individual” means an individual who-
 - (i) receives, or in the last 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or the supplemental security income program established under title XVI of the Social Security Act 42 U.S.C. 1381 et seq.), or State of local income-based public assistance; is in a family with total family income that does not exceed the higher of-
 - I. the poverty line
 - II. 70 percent of the lower living standards income level;

- (ii) is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));
 - (iii) receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
 - (iv) is a foster child on behalf of whom State or local government payments are made;
 - (v) is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.
- B. Lower Living Standard Income Level – The term “lower living standard income level” means that income level (adjusted for regional, metropolitan, urban and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary.

3.3.5 Individual with Disabilities – Sec 3 (25)

The term “individual with a disability” means an individual with a disability as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102)

3.3.6 Essential Components of Reading - From Every Student Succeeds Act Sec 1915 9 (c), p.365

The essential components of reading instruction are explicit and systematic instruction in:

- Phonemic awareness
- Phonics
- Vocabulary instruction
- Reading fluency, including oral reading skills
- Reading comprehension strategies

3.3.7 Workforce Preparation Activities – Sec 203 (17)

The term “workforce preparation activities” means activities, programs or services designed to help an individual acquire a combination of:

- Basic academic skills
- Critical thinking skills
- Digital literacy skills
- Self-management skills including competencies in:
 - Utilizing resources
 - Using information
 - Working with others
 - Understanding systems
 - Obtaining skills necessary for successful transition into and completion of postsecondary education or training or employment

3.3.8 Career Pathway – Sec 3 (7)

The term “career pathway” means a combination of rigorous and high-quality education, training, and other services that—

- (A) aligns with the skill needs of industries in the economy of the State or regional economy involved;
- (B) prepares an individual to be successful in any of a full range of secondary or

postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) (referred to individually in this Act as an “apprenticeship”, except in section 171);

- (C) includes counseling to support an individual in achieving the individual’s education and career goals;
- (D) includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- (E) organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- (F) enables an individual to attain a secondary school diploma or its recognized equivalent, and at least 1 recognized postsecondary credential; and
- (G) helps an individual enter or advance within a specific occupation or occupational cluster.

See also WIOA Glossary ([Appendix E](#)).

3.4 Adult Education and Literacy Program (AEL)

3.4.1 Purpose

The purpose of the Adult Education and Literacy Program is to provide educational opportunities below the secondary level for adults.

3.4.2 Eligibility

Eligible individual is an individual who:

- A. who has attained 16 years of age
- B. who is not enrolled or required to be enrolled in secondary school under State law⁹; and
- C. who-
 - a. is basic skills deficient
 - b. does not have a secondary school diploma or equivalent, and has not achieved an equivalent level of education; or
 - c. is an English language learner.

3.4.3 Educational Functioning Levels

The National Reporting System has established Educational Functioning Levels (EFLS) for adult education. The current EFLs served in AEL are listed below.

- ABE Level 1
- ABE Level 2
- ABE Level 3
- ABE Level 4
- ESL Level 1
- ESL Level 2
- ESL Level 3
- ESL Level 4

⁹ NH has a compulsory attendance law for students until the age of 18. Therefore, students in this program MUST be 18 years old AND not enrolled in school unless exempted under RSA 193:1. Students enrolled in a home education program, on an alternative learning plan, or participating in the education freedom account program are not eligible for AEL under WIOA.

- ABE Level 5
- ABE Level 6
- ESL Level 5
- ESL Level 6

Detailed descriptors and testing benchmarks for each level area available in the NH Data & Assessment Policy ([Appendix A](#)).

3.4.4 Instruction

It is expected that all AEL programs have curricula aligned with the College & Career Readiness Standards for Adult Education. Instruction must be contextualized; must include the essential components of reading¹⁰; and must integrate workforce preparation activities as defined in the WIOA Glossary ([Appendix E](#)).

Instructional delivery should be available through a variety of options including, but not limited to: structured classes, leveled or multi-level; small groups or workshops; one-on-one off-site tutoring; distance learning; and facilitated computer labs. Providers must have a specific staff person responsible for coordinating matches between volunteer tutors and students who are unable to attend regular classes. Specific trained staff must also be available to coordinate and facilitate distance learning opportunities as a temporary measure for participants unable to attend the regular program and/or as an extension of classroom activities to increase practice and skill mastery.

Additionally, the Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment.

3.4.5 Primary Indicators of Performance

The program must track and report data on the following Primary Indicators of Performance for each participant in each period of participation. This data is combined with data from other NH WIOA programs on the Statewide Joint Performance Report annually. The Bureau of Adult Education will negotiate performance targets for these indicators and local programs will be expected to set and meet targets under this contract.

For each of the Primary Indicators of Performance, each program entry and exit per participant during the reporting period is considered a period of participation. An individual may have more than one Primary Indicator of Performance in each period of participation.

3.4.5.1 Employment in the Second Quarter after Exit

Includes all participants, except those who were incarcerated at program entry who remain incarcerated, who exit during the program year.

¹⁰ From Every Student Succeeds Act Sec 1915 9 (c), p. 365

Collection of this data may be made through data matching at the State level, if a social security number is provided and there is an existing agreement with the NH Department of Employment Security, or through a Follow-Up Survey conducted at the local level.

3.4.5.2 Employment in the Fourth Quarter after Exit

Includes all participants, except those who were incarcerated at program entry who remain incarcerated, who exit during the program year.

Collection of this data must be made through data matching at the State level, if a social security number is provided, or through a Follow-Up Survey conducted at the local level.

3.4.5.3 Median Earning in the Second Quarter after Exit

Includes all participants who exit during the program year, except those who were incarcerated at program entry who remain incarcerated, and who are employed in the second quarter after exit.

The Median Earning is determined by the midpoint of wages between the lowest and the highest quarterly wage, in U.S. dollars, in the second quarter after exit.

Collection of this data must be made through data matching at the State level, if a social security number is provided, or through a Follow-Up Survey conducted at the local level.

3.4.5.4 Credential Attainment Indicator – Secondary

Includes all participants who exit during the program year, except those who were incarcerated at program entry who remain incarcerated, and

- who were at the ninth grade equivalent educational functioning level or higher upon entry, as measured by pretest with approved NRS test.
- **AND** who received a secondary credential or diploma during participation or within one year after exit
- **AND** who entered into postsecondary education or training within one year after exit
- **OR** who obtained employment within one year after exit

Collection of this data must be made at the time of exit and 12 months from exit. Data matching through the National Student Clearinghouse may be possible for some participants enrolled in postsecondary education.

3.4.5.5 Credential Attainment Indicator - Postsecondary

Includes all participants co-enrolled in a postsecondary education program (and an adult education program) who exit during the program year, and

- who receive a postsecondary credential that meets the WIOA definition¹¹ during participation or within one year after exit.

Collection of this data must be made at the time of exit and 12 months from exit. Data matching through the National Student Clearinghouse may be possible for some

¹¹ TEGL 10-16 Change 2 available at: <https://www.dol.gov/agencies/eta/advisories/tegl-10-16-change-2>

participants enrolled in postsecondary education.

3.4.5.6 Exclusions

The following reasons for exit allow the exclusion of a participant from ALL performance measures:

- Exit is due to the participant becoming incarcerated or entered into a 24-hour support facility such as a hospital or treatment center.
- Exit is due to medical treatment that lasts more than 90 days.
- Participant is deceased.
- Exit is due to being called into active duty in the National Guard or other armed services for at least 90 days.

3.4.6 Measurable Skill Gain Indicators (MSG)

The program must track and report data on the following Measurable Skill Gain indicators for each participant in each period of participation.

For each of the Measurable Skill Gain Indicator, each program entry and exit per participant during the reporting period is considered a period of participation. An individual may have more than one Measurable Skill Gain in each period of participation. Only the most recent MSG will be collected per period of participation.

3.4.6.1 Secondary Diploma/Equivalent

All participants who earn a high school diploma or equivalent during the program year.

3.4.6.2 Educational Functioning Level Gain

Educational Functioning Level (EFL) gain can be measured in three ways:

- Comparing the participant's pre-test with the participant's post-test, using an NRS approved test.
- Awarding of Carnegie credits or credits in an adult high school program
- Enrollment in postsecondary education or training after exit

Every two years, the Bureau of Adult Education negotiates target Measurable Skill Gain rates. The most recent targets are:

- For ABE Levels 1 – 6, the 2022-2023 target was 28%
- For ESL Levels 1 -6, the 2022-2023 target was 31.9%

Local providers will be required to set their own target rates and assess progress toward those targets on a quarterly basis in order to assist the state with meeting its targets.

3.4.6.3 Exclusions

Participants in a correctional institution under section 225 of WIOA who remain incarcerated after exit are included in the MSG indicator but excluded from:

- 2nd Quarter Employment Indicator
- Median Earning Indicator
- 4th Quarter Employment Indicator
- Credential Indicator

3.4.7 Additional Requirements

All providers are required to conduct pre- and posttesting in accordance with the NH Data & Assessment Policy including meeting the following performance rates:

- 100% of participants must be pre-tested by the time they receive 12 hours of instruction.
- The response rate for follow up must be 75% including those collected through data matching and/or follow up surveys.

All providers are required to request a social security number from each participant in order to promote data validation for employment indicators through a data match with the department of employment security. See Data Privacy and Protection Policy ([Appendix D](#)).

3.4.8 Staffing Requirements

NOTE: This is a state requirement, not a federal requirement under WIOA.

In order for programs to run efficiently and provide comprehensive services to participants, the following staff positions are required as follows.

The position title is only provided for ease of reference. An individual may be responsible for more than one position. Positions may be shared between centers in a region or across different sites within a consortia.

These are minimum requirements, depending on the number of enrolled students at a center, additional positions may be justified.

These are primary duties, specific responsibilities should be included in the job descriptions attached to [Attachment 2](#) – Organizational Capacity.

Position Title	Recommended	Primary Duties	Required Training & Meetings
Program Director	1 Per Center	General Administration, budgeting, serve as WIOA representative, liaison with local employers and other adult education centers	Attend quarterly state program director meetings
Counselor	1 per Region who may serve multiple centers or through a consortia	Assist participants with barriers to attendance, liaison with community organizations, provide career counseling and transition planning services, attend Career Navigator training	Attend Career Navigator training Highly encouraged to attend Counselor Meetings
Intake & Assessment Specialist	1 per Region who may serve multiple centers or through a consortia	Assist participants with the intake form, check forms for accuracy and completeness, conduct individual or group assessments including scoring and reporting of results to other staff and participants	Certified test administrator for TABE, TABE Online and CASAS Highly encouraged to attend Intake &

			Assessment Specialist Meetings
Data Entry Specialist	1 per Region who may serve multiple centers or through a consortia	Enter all intake, enrollment and assessment data, check for validity and accuracy, produce ad hoc reports and required quarterly report cards for the state office and review with Program Director/other staff, serve as a local expert for data system	Intro to LACES Advanced LACES Data Quality Highly encouraged to attend Data Entry Specialist Meetings
Coordinator of Volunteers	1 per Region who may serve multiple centers or through a consortia	Recruit and train volunteers, match volunteer tutors with participants unable to attend classes, orient and monitor participants including development of an individualized learning plan, provide instructional materials for participants/tutors, coordinate with local communities to provide space for tutoring outside of the center, coordinate volunteers in the classroom	Quarterly Coordinator meetings
Distance Learning Facilitator	1 per Region who may serve multiple centers or through a consortia	Assign and monitor participants who are unable to attend classes, assist instructors and tutors with distance learning, produce reports as needed, enter attendance data into LACES, provide training on contracted software to local staff and participants	Training on the following software: <ul style="list-style-type: none"> • Canvas • Burlington English • Essential Education • Edmentum • Aztec training • Any other statewide software provided to local providers for extending instruction

3.4.9 Application

See [Section 5 Content and Requirements](#) for detailed instructions for completing the application for AEL programs ([Attachment 2](#))

3.5 Corrections Adult Education and Literacy Activities

Under WIOA Section 225, the Bureau of Adult Education is directed to carry out corrections education and education for other institutionalized individuals.

Funds may be used for Adult Education and Literacy programs under this proposal and may include academic programs for:

- Adult education and literacy activities;
- Integrated education and training¹²;
- Career pathways;
- Concurrent enrollment;
- Peer tutoring; and
- Transition to re-entry initiatives and other post-release services with the goal of reducing recidivism.

3.5.1 Eligible Participants

Eligible participants must meet the requirements as listed in [Section 3.4.2](#).

Priority must be given to individuals who are likely to leave the correctional institution within five (5) years of participation in the program.

3.5.2 Requirements for Corrections Education Programs

Please use the application found in [Attachment 2A](#) for proposals that include serving individuals in a correctional institution.

If the Applicant is **NOT** the correctional facility, an agreement or Memorandum of Understanding must be provided as an attachment to the Proposal to ensure access to and the cooperation of the facility management including outlining how mandatory reporting requirements will be met see [Section 3.5.3](#).

Educational Functioning Levels are the same as [Section 3.4.3](#).

Instruction is same as [Section 3.4.4](#).

Primary Indicators of Performance are the same as [Section 3.4.5](#). Please note the exclusions for individuals who remain incarcerated at program exit.

Measurable Skill Gain Indicators are the same as [Section 3.4.6](#) with the following exceptions. Participants in a correctional institution under section 225 of WIOA who remain incarcerated after exit are including in the MSG indicator but excluded from:

- 2nd Quarter Employment Indicator
- Median Earning Indicator
- 4th Quarter Employment Indicator
- Credential Indicator

¹² Competed under a separate competition

Additional Requirements are the same as [Section 3.4.7](#).

3.5.3 Reporting

In addition to reporting as an AEL, corrections programs must also report on the relative rate of recidivism for the criminal offenders served as defined in WIOA Section 225 (d).

3.5.4 Application

See [Section 5 Content and Requirements](#) for detailed instructions.

To apply for funding of corrections education, the applicant must complete the AEL application for Corrections. ([Attachment 2](#) and [Attachment 4](#)).

3.5 Statewide Online Adult Education & Literacy Activity

NOTE: *This is a state requirement, not a federal requirement under WIOA.*

3.6.1 Eligible Participants

Eligible participants must meet the requirements as listed in [Section 3.4.2](#). Additionally, participants must have the ability to participate and be successful in a remote instructional environment.

3.6.2 Requirements for Statewide Online Adult Education & Literacy Activity

Please use the application found in [Attachment 2B](#) if applying for a statewide online program.

Educational Functioning Levels are the same as [Section 3.4.3](#), with the exception that the delivery must be fully remote.

Instruction is same as [Section 3.4.4](#).

Primary Indicators of Performance are the same as [Section 3.4.5](#).

Measurable Skill Gain Indicators are the same as [Section 3.4.6](#).

Additional Requirements are the same as [Section 3.4.7](#).

3.6.3 Reporting

Reporting requirements are the same as [Section 5.4.9](#).

Section 4 – Process for Submitting a Proposal

4.1 Minimum Requirements for Applicants

An applicant must be determined to be an eligible provider for the proposal to be considered.

An eligible provider is an organization that has demonstrated effectiveness in providing adult education and literacy activities is eligible to apply for a contract. These organizations may include, but are not limited to:

- a. A local education agency;
- b. A community-based organization or faith-based organization;
- c. A volunteer literacy program
- d. An institution of higher education;
- e. A public or private nonprofit agency
- f. A library
- g. A public housing authority
- h. A nonprofit institution that is not described in any of paragraphs (a) through (g) and has the ability to provide adult education and literacy activities to eligible individuals.
- i. A consortium or coalition of agencies, organizations, institutions, libraries, or authorities described in any of paragraphs (a) through (h); and
- j. A partnership between an employer and an entity described in any of paragraphs (a) through (i)

An eligible provider must demonstrate past effectiveness by providing performance data on its record of improving the skills of eligible individuals, particularly eligible individuals who have low levels of literacy, in the content domains of reading, writing, mathematics and English language acquisition, and other subject areas relevant to the services contained in this Request for Proposals.

An eligible provider must also provide information regarding its outcomes for participants related to employment, attainment of secondary school diploma or its recognized equivalent, and transition to postsecondary education and training.

There are two ways in which an eligible provider may demonstrate effectiveness and thereby meet the requirements of this section:

1. An eligible provider that has been funded under Title II of the Workforce Innovation and Opportunity Act must provide performance data required under Section 116 to demonstrate past effectiveness.
2. An eligible provider that has not been previously funded under Title II of the Workforce Innovation and Opportunity Act must provide performance data to demonstrate its past effectiveness in serving basic skills deficient eligible individuals, including evidence of its success in achieving outcomes in employment, secondary school credential attainment and transition to postsecondary education and training.

All applicants must use the Demonstrated Effectiveness chart found in the [Attachment 1](#) of this RFP. The source of data must be noted on the chart. Data that has been certified or submitted to a state or federal agency is preferred. If data for the indicated categories is not available or represents a significant difference from year to year, please provide a short explanation in the space provided on the chart.

Proposals submitted by applicants who do not provide demonstrated effectiveness will not be considered for funding from the Bureau of Adult Education under this RFP.

4.2 Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Bureau of Adult Education, no later than the time and date specified in the [Schedule](#) section, herein. Proposals may be submitted by either U.S. Mail or In Person.

Proposals must be addressed to:

State of New Hampshire
Department of Education
Bureau of Adult Education
21 South Fruit Street, Suite 20
Concord, NH 03301

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE

RESPONSE TO RFP BAE-2023-001

WIOA Adult Education & Literacy Activity

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:

- a) One (1) clearly identified original, including all required attachments (hardcopy);
- b) One (1) clearly identified electronic copy 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.

4.3 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 with the RFP number in the subject line:

TO: Sarah.L.Wheeler@doe.nh.gov
RE: RFP-BAE-2023-001

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.

4.4 Vendor Conference

The Bureau of Adult Education will provide a mandatory vendor conference online on Tuesday, January 31, 2023 from 9:00 am until Noon.

Registration is required at: https://zoom.us/meeting/register/upcof-igqz4j_TZG02z7eWnQ5p7SkQhCzg

This conference will be held to provide potential applicants an opportunity to learn more about the program and preparation of the proposal. Submitted questions will be reviewed.

4.5 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 Proposer(s), 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.

4.6 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.

4.7 Proposal Acceptance

This RFP does not obligate the Bureau of Adult Education to award funding. The Bureau of Adult Education reserves the right to accept or reject any or all proposals received.

Once a proposal packet is received by the Bureau of Adult Education, it will be immediately reviewed for completeness.

1. Stamp packet with the date and time received.
2. Ensure that the number of pages of the packet is equal to the number of pages noted by the applicant.
3. A high level review will be conducted checking for completeness.
4. If the packet is complete, the representative from the Department will sign the packet and mark it as complete. The representative will add the proposal to a list of received proposals for this RFP.
5. If the packet is Incomplete
 - i. An additional person within the program will review the packet and agree that it appears incomplete.
 - ii. Both individuals will sign off that the packet is incomplete.
 - iii. The person who completed the initial review will notify the provider that the proposal appears to be incomplete.
 - iv. The representative will then add the proposal to the list of proposals and note that it is incomplete.
 - v. A provider will have 5 business days, from the date of notification by the Bureau, to submit a complete proposal or the application will be withdrawn from the competition.

Section 5 - Content and Requirements for a Proposal

5.1 Proposal Contents

It is the Applicant's responsibility to demonstrate to the Department of Education, Bureau of Adult Education that it is capable of and qualified to perform the required work in the most cost efficient method.

When responding to this RFP, the applicant shall include a completed application with following:

1. [Attachment 1](#)
 - a. Demonstrated Effectiveness
2. **One** of the following:
 - [Attachment 2](#) – WIOA Adult Education and Literacy Program (AEL) Application
 - a. Organizational Capacity
 - b. Adult Education and Literacy Program Application
 - [Attachment 2A – WIOA Adult Education and Literacy Program \(AEL\) including Corrections Education Application](#)
 - a. Organizational Capacity
 - b. Adult Education and Literacy Program (AEL including Corrections Education Application
 - [Attachment 2B – WIOA Adult Education and Literacy Program \(AEL\) Statewide Application](#)
 - a. Organizational Capacity
 - b. Adult Education and Literacy Program (AEL including Corrections Education Application
3. [Attachment 3](#) – AEL Budget Worksheets
 - a. AEL FY24 Budget Worksheet
 - b. Local Match Worksheet
 - c. Budget Narrative
 - d. FY25-FY26 Budget Projections
4. [Attachment 4](#) – Required Documentation for Proposals
 - a. Acceptance of Terms and Conditions
 - b. Statement of Compliance with US Code of Federal Regulations and the Uniform Administrative Non-Profit Organization
 - c. Job Descriptions and Resumes of Key Program Staff
 - d. Three Letters of Support
 - e. Audited Financial Records
 - The organization must provide evidence of financial stability either through a narrative description of appropriated funds through a district budget process of a public entity or through audited financial records.

The following attachment includes documentation required for any contracts resulting from this RFP. These are not required at submission.

[Attachment 5](#) - Required Documentation for Contracting (*not required at submission*)

- f. P-37 Standard Contract Form
- g. 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.
- h. Certificate of Insurance
 - If a certificate of insurance is already on file with the NH Department of Education, please document this information in the attachments.

- i. 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, Bureau of Adult Education. This can be a record of a vote from the Board of Directors/School Board or a Certificate of Authority form.
- j. Governing Board list
 - A Board of Director or School Board list
- f. General Provisions Act (GEPA) Statement
- g. Buy American Statement
- h. NH Department of Education Exhibits D – H
- i. General Assurances

5.2 Attachment 1 – Demonstrated Effectiveness Details

All applicants must provide data in order for the Agency to determine if the applicant meets the minimum requirements for application as an eligible provider. See [Section 4.1](#).

The Demonstrated Effectiveness Chart can be found in [Attachment 1](#).

5.2.1 Organization Information

Please enter the organization’s name, mailing address, and a contact name, title, phone and email.

5.2.2 Agency Type

Please indicate if the organization is a school district, non-profit organization, or enter another type of organization.

For a consortium to be considered an eligible applicant, each member of the consortium must demonstrate effectiveness as described in [Section 4.1](#) by completing an individual [Attachment 1](#).

5.2.3 Overview of Demonstrated Effectiveness

Please provide a short narrative describing the organization’s experience providing adult education and literacy activities including the effectiveness of such services in increasing the academic skills necessary for employment and postsecondary education or training.

5.2.4 Source of Data

Please indicate the source of the data used to complete the demographic and performance indicator sections. If the applicant was previously funded under Title II of WIOA, the data must be performance data submitted to the Bureau of Adult Education for the National Reporting System for Adult Education under section 116. For applicants not previously funded under Title II of WIOA, the data from some other audited source such as the NH Employment Security, NH Department of Health & Human Services or the NH WIOA Adult program is preferred, but not required.

Data should include all programs, operated by the applicant organization, that meet the definitions of the programs included in this RFP.

5.2.5 Demographics

A. Please enter the total number of enrolled participants defined as any participant who received at least one hour of instruction.

B. Please enter the number of enrolled participants who was (Potential) NRS Eligible Participants, defined as those who attended more than 12 hours of instruction.

C. Please enter the number of enrolled participants who are Reportable Individuals, defined as those who attended more than one hour, but less than 12 hours of instruction.

5.2.6 Performance Data on Improving Skills

D. Please enter the data on improving the skills of eligible individuals, particularly eligible individuals who have low levels of literacy, in the following content domains:

1. Reading
2. Writing
3. English language acquisition
4. other subject areas relevant to the services contained in this RFP

E. Please describe how the data was collected, how improvement was determined and how the data reflects work with individuals who have low levels of literacy.

5.2.7 Performance Data on Outcomes

F. Enter the number of program participants who obtained a secondary school diploma or its recognized equivalent during participation in or within one (1) year after exit from the program

For organizations that have not previously reported credential attainment with these timeframes, please include a description of how it was determined that this criterion was met under Additional Information.

G. Enter the number of participants who were employed in unsubsidized employment during the second quarter or six months after exit.

H. Enter the number of participants who were employed in unsubsidized employment during the fourth quarter or one year after exit.

I. Enter the median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program.

For organizations that have not previously reported employment outcomes with these time frames, please include a description of how employment outcomes were determined.

J. Enter the number of program participants who have entered postsecondary education or training during participation in or within one (1) year after exit from the program.

For organizations that have not previously reported transition into postsecondary education and/or training with these timeframes, please include a description of how it

was determined that participants transitioned to meet this or a similar performance outcome.

5.2.8 Additional Information

Please use this section to include explanations for how data was determined if the data was not reported on an audited system connected with the NH Works system.

Please use this section to include explanations for discrepancies, inconsistencies or other characteristics of the data that may be helpful for determining the demonstrated effectiveness of the organization.

5.3 Attachment 2 Program Application Details – Organizational Capacity

In order to demonstrate that the applicant has the organization capacity to provide the services proposed, the Organizational Capacity chart must be completed.

This section includes information about staff experience, prior experience working with similar projects, geographical area it currently serves, coordination with core WIOA Partners and other community organizations.

The following information must be completed on the Application:

- Provide a summary of the titles, qualifications and responsibilities of key program staff, defined as program administrators, coordinators, lead instructors or other staff primarily responsible for the efficient operation of an adult education program and delivery of adult education instruction in accordance with the guidelines in this RFP.
- Designate the geographic area that the programs described will serve using the regional areas defined in [Appendix B](#). Applicants may serve participants from multiple regions, but should only apply for the region in which the majority of participants will be located unless providing statewide services as defined in [Appendix B](#) or providing comprehensive services for multiple regions as a whole (please submit a separate proposal for each region).
- Describe how the organization will fulfill one-stop partner responsibilities as described in WIOA section 121(b)(1)(A)
- A description of any cooperative arrangements with other agencies, institutions, or organizations for the delivery of adult education and literacy activities
- Explain how community connections have increased the effectiveness of your program

Attachments to the Proposal shall include the following:

- Job descriptions and resumes of all key staff defined as program administrators, coordinators, lead instructors, or other staff primarily responsible for the efficient operation of an adult education program and delivery of adult education instruction in accordance with the guidelines in this RFP including [Section 3.4.8](#).
- Three (3) letters of reference from past students and/or collaborating agencies that speak to the organization's ability to provide the services described in this RFP.

5.3.1 Vendor Experience

1. Please list the titles, qualifications and responsibilities of key program staff defined as program administrators, coordinators, lead instructors, or other staff primarily responsible for the efficient

operation of an adult education program and delivery of adult education instruction in accordance with the guidelines in this RFP including [Section 3.4.8](#).

2. Attach job descriptions and resumes for all key program staff. If key staff roles are not currently filled, please indicate on the job description.
3. Describe the organization's prior experience working with adult education and literacy programs.
4. Describe the geographic area(s) currently covered by the organization including any satellite/outreach offices or community sites used to provide services.
5. For Consortium Applicants:
 - Applications must identify one organization that will act as the lead organization for the consortium. The lead organization shall submit a single proposal on behalf of the consortium that outlines the plan to provide adult education and literacy activities throughout the roles and responsibilities of each member organization.
 - The lead organization serves as the application organization of record, the legally recognized fiscal agent for the grant project, and the single point of contact for the Bureau. The lead organization is responsible for overseeing the implementation of all aspects of the grant, e.g. program plan, grant monitoring, data reporting, and fiscal management.
 - All consortium members are subject to the terms and conditions of the contract, federal requirements, and state policies.

5.3.2 Coordination with WIOA Core Partners

6. Please describe how the organization has provided direct access¹³ to adult education services for individuals entering the one-stop center.
7. Please describe how the organization has facilitated referrals to other core WIOA Partners.
8. Please describe the organization's involvement in quarterly WIOA Partner Meetings or other coordinated efforts with core WIOA Partners including the development of communication systems, career pathways or other collaborative efforts.

5.3.3 Coordination with Other Community Organizations

9. Please describe at least two collaborations with other community organizations that have increased the effectiveness of your program by helping participants to attend, advance in or complete the program and/or transition from the program into employment, postsecondary education or training.
10. Please attach three (3) letters of reference from past students and/or collaborating agencies that speak to the organization's ability to provide the services described in the RFP.

¹³ "Access: is defined in [§678.305 \(d\)](#) as 1. Having program staff physically present 2. Having program staff from a different partner appropriately trained to provide information 3. Making available a direct linkage through technology to program staff. Direct linkage cannot exclusively be providing a phone number, website, pamphlets or materials.

5.3.4 Financial Stability

The organization must provide evidence of financial stability either through a narrative description of appropriated funds through a district budget process of a public entity or through audited financial records.

5.3.5 Scoring Details

Vendor Experience/Organizational Capacity will be allocated a maximum score of 100 points.

The main purpose of this section is to evaluate the Applicant's past effectiveness in working with adults to improve basic skills; in transitioning adults into employment, postsecondary education and/or employment; and in building effective partnerships with other core WIOA partners, the local business community and social service agencies. The financial stability and local support of the organization will also be taken into consideration.

5.4 Attachment 2 – Program Application Details – Adult Education and Literacy

Below are the requirements, application questions and scoring considerations for each section of the AEL application found in Attachment 2, Attachment 2A and Attachment 2B.

Please use the appropriate Application form:

[Attachment 2](#)

- for Adult Education & Literacy Activities in one region as described in Appendix B.
- Separate proposals must be submitted if applying for more than one region.

[Attachment 2A](#)

- for Correctional Institutions or any organizations providing Adult Education & Literacy Activities in one region that includes services at a correctional facility.

[Attachment 2B](#)

- for Adult Education & Literacy Activities provided Statewide in an online format only.

5.4.1 Responsiveness to Regional Needs

The program must be responsive to regional needs as identified in the local workforce development plan including the educational, economic and social/cultural needs of the area.

1. Please describe how the program will meet the educational needs of the region including the levels of education, high school diploma/equivalency attainment rate and the estimate of literacy levels.
2. Please describe how the program will meet the economic needs of the region including the preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participating in the development of career pathways.
3. Please describe how the program will meet the social/cultural needs of the region including meeting diverse needs of the population, providing soft skills training and fostering the development of cultural competence.

4. Is there a demonstrated need for additional English language acquisition programs and civics education programs in the region? Explain how this was determined.

5.4.1.1 Additional questions for Attachment 2A – Correctional Programs

The following additional questions can be found on Attachment 2A and pertain to serving individuals in a correctional institution.

- 1a. Please describe the need for adult education and literacy activities in the correctional facility including how many incarcerated individuals are basic skills deficient.

All other questions can be found in [Section 5.4.1](#).

5.4.1.2 Additional questions for Attachment 2B – Statewide Programs

The following questions can be found on Attachment 2B and pertain to serving individuals statewide in an online format.

1. Please describe how the program will meet the educational needs of the State including the levels of education, high school diploma/equivalency attainment rate and the estimate of literacy levels.
2. Please describe how the program will meet the economic needs of the State including the preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participating in the development of career pathways.
3. Please describe how the program will meet the social/cultural needs of the State including meeting diverse needs of the population, providing soft skills training and fostering the development of cultural competence.
4. Is there a demonstrated need for additional English language acquisition programs and civics education programs in the State? Explain how this was determined.

5.4.1.3 Scoring Detail for Responsiveness to Regional Needs

Responsiveness to Regional Needs will be allocated a maximum score of one hundred (100) points. The main purpose of this section is to measure how well the proposed program will meet the educational, economic and social/cultural needs of the local region/correctional institution or state including, but not limited to:

- How many residents do not have a high school diploma or equivalent?
- What is the level of educational attainment in the geographic area?
- What are the causes/effects of the current educational attainment level in the region (i.e. does a high level of attainment result in a lack of entry level jobs for those without a diploma?)
- What other educational needs are there in the community?
- What is the economic condition of the community?
- Are those who are in need of adult education services able to be economically stable? Why or why not?
- What jobs are available in the community, does the program prepare individuals for those jobs? What skill levels are required for those jobs?

- How does the program assist individuals with integrating into the community, socially?
- What community organizations does the program work with to address any of these needs and how is that accomplished?

5.4.1.4 References/Resources

This is not intended to be a complete list of potential references or resources that could be used to respond to this section of the RFP. Inclusion on this list does not indicate endorsement of these organizations by the Bureau of Adult Education.

NH State Workforce Plan

<https://www.nhworks.org/state-workforce-investment-board/state-plan/>

US Census Bureau – Educational Attainment

<https://www.census.gov/topics/education.html>

National Center for Education Statistics – State & County Estimates of Low Literacy

<https://nces.ed.gov/naal/estimates/>

Survey of Adult Skills (PIAAC)

<https://www.oecd.org/skills/piaac/>

NH Employment Security, Economic, Labor Market Information Bureau

<https://www.nhes.nh.gov/elmi/index.htm>

NHES Community Profiles

<https://www.nhes.nh.gov/elmi/products/cp/>

NH Department of Health & Human Services, Office of Health Equity, NH Refugee Program

<https://www.dhhs.nh.gov/programs-services/diversity-culture-inclusion/refugee-program>

National Center for Cultural Competence

<https://nccc.georgetown.edu/>

5.4.2 Serving the Most in Need

The program must serve individuals in the community who were identified as most in need of adult education and literacy activities.

1. Please describe how the program will serve the needs of individuals with low levels of literacy including how those individuals will be identified, what services will be available for them and how the program will improve their literacy levels.
2. Please describe the program's past effectiveness in improving the literacy of individuals, especially those with low levels of literacy, and the degree to which those improvements contributed to the state levels of performance for primary indicators.
3. Please describe how the program will serve the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.

4. Please describe how the program will serve the needs of individuals with disabilities including physical, emotional, social and learning disabilities.

Please refer to the definition of individual with a disability in [Section 3.3.5](#).

5. Please describe how the program will serve the needs of individuals with barriers to employment including displaced homemakers, low-income participants, ex-offenders and others.

Please refer to the definition of individual with barrier to employment in [Section 3.3.3](#) and the definition of a low-income individual in [Section 3.3.4](#).

6. Please describe how the program will promote concurrent enrollment in program and activities under WIOA Title I.
- 7a. Please provide target program enrollment numbers for the next three years.
- 7b. Please explain how these anticipated numbers were determined.
8. Please describe the program's plan for recruitment of eligible individuals.

5.4.2.1 Additional questions for Attachment 2A – Correctional Programs

WIOA Section 225 requires that funding be used to prioritize serving individuals who are likely to leave the correctional institution within five (5) years of participation in the program.

- 1a. Please describe how the proposed program will prioritize individuals who are likely to leave the correctional institution within five years of participation in the program.

5.4.2.2 Additional questions for Attachment 2B – Statewide Programs

All questions can be found in [Section 5.4.2](#).

5.4.2.3 Scoring Detail for Serving the Most in Need

Serving the Most in Need will be allocated a maximum score of one hundred (100) points. The main purpose of this section is to measure how well the proposed program will serve individuals in the community who were identified as most in need of adult education and literacy activities including, but not limited to:

- How will the program identify individuals with low levels of literacy?
- How will the program recruit individuals with low levels of literacy?
- How will the program enable individuals with low levels of literacy to enroll, participate fully and complete the program? What supports will the program provide to encourage consistent attendance?
- If multi-level class is proposed, how will the program ensure that the needs of the individuals with the lowest literacy levels are served adequately?
- What initiatives or projects has the applicant used to promote the improvement of literacy levels for individuals with the lowest levels of literacy, English language learners, individuals with barriers to employment and individuals with disabilities? What were the results? What were the lessons learned?

- How does the program encourage the transition of English language learners from Advanced ESL into the appropriate ABE functioning level?
- What internal services or external referrals are used to meet the needs of individuals with disabilities? Are those services successful? Why or why not?
- How will the program assess for disabilities, particularly “hidden disabilities” without violating the privacy rights of all participants?
- How do the anticipated enrollment numbers compare to current numbers or recent trends? Please explain any significant differences and why those might occur.
- How will the program recruit individuals most in need of services?

5.4.2.4 References/Resources

This is not intended to be a complete list of potential references or resources that could be used to respond to this section of the RFP. Inclusion on this list does not indicate endorsement of these organizations by the Bureau of Adult Education.

Americans with Disabilities Act

<https://www.ada.gov/>

Temporary Assistance for Needy Families

<https://www.acf.hhs.gov/ofa/programs/temporary-assistance-needy-families-tanf>

Learning to Achieve: A Review of Research Literature on Serving Adults with Learning Disabilities

<https://lincs.ed.gov/publications/pdf/L2ALiteratureReview09.pdf>

Eliminating Barriers to Employment: Opening Doors to Opportunity (CLASP)

<https://www.clasp.org/sites/default/files/publications/2019/05/2019%2005%2021%20Statement%20of%20Kisha%20Bird%20Eliminating%20Barriers%20to%20Employment.pdf>

Prioritizing Services for those Most in Need: Helping the Low-Income and Disadvantaged

https://ion.workforcegps.org/resources/2015/12/07/19/22/Prioritizing_Services_Special_Populations_Low-Income_Hard-to-Serve

Barriers to Employment (NRS)

<https://nrswb.org/training-ta/barriers-employment>

5.4.3 Service Delivery, Format and Schedules

The program must have a delivery method, location and schedule that enable individuals to attend and complete programs.

- All programs are expected to offer year-round programming, schedules may include short breaks between course sessions.
- All programs are expected to provide in-person instructional delivery that may also include hybrid or hyflex options.
- Only a statewide program may offer 100% online services. Awards for statewide programs may be limited based on EFL levels provided.
 - For example, the State will fund one online English as a Second Language and one online Adult Basic Education program serving statewide participants in a completely online format program OR one comprehensive adult education program covering all twelve (12) EFL levels online.

1. Please describe the program's service delivery format(s) and explain how the format(s) enables individuals to attend and complete the program. This may include one-on-one instruction, small groups, workshops, large classes, distance learning options and other service delivery methods or combinations.
2. Please describe the annual calendar that ensures the availability of adult education programming year-round.
3. Please describe the program's class structure including the number of anticipated students, the number of days and hours of instructional time per week and how students will be placed in the class(es).

Recommended active enrollment for classes is a minimum of eight students.

Recommended that programs offer a minimum of 100 hours of instruction per year in order for participants to make sufficient progress, this may be through a combination of in-person, hybrid, Hyflex and/or distance learning methods.

4. Please describe how the program will provide outreach/satellite services, through the use of volunteer tutors, to serve individuals in need of services who cannot attend structured classes. If this is done in partnership with other adult education centers, please include how this partnership will be established and maintained.

5.4.3.1 Additional questions for Attachment 2A – Correctional Programs

- 4a. Please describe how the program will ensure that participants will be able to make sufficient progress given that external factors such as lockdowns may impact their ability to attend classes. This may include peer tutoring¹⁴ which is an allowable activity under Section 225.

5.4.3.2 Additional questions for Attachment 2B – Statewide Programs

There are no additional questions for this section.

5.4.3.3 Scoring Detail for Service Delivery, Format and Schedules

Service Delivery Format and Schedules will be allocated a maximum score of one hundred (100) points. The main purpose of this section is to measure how well the proposed program will enable individuals to attend and complete classes through flexible scheduling, sufficient instructional time per week and appropriate delivery methods including, but not limited to:

- Which delivery methods will the program offer and why? Which methods have been most successful in the past and why?
- Will the program offer a combination of service delivery options? How will these options be made available to enrolled participants?
- Will the program offer open enrollment? Why or why not? If not, please address how the program will engage participants while they are waiting for a start date?
- How will waiting lists be managed? How will participants on the waiting list be engaged while they wait for an opening?

¹⁴ See definition of peer tutoring on [Appendix E](#).

- What methods will be used to expand learning opportunities beyond the classroom? How will those activities be monitored or tracked, if appropriate?
- Will the program have an attendance policy? How will participants who struggle with attendance continue to be engaged in the program?
- How many levels of classes will be offered? If multi-level classes are offered, how will the instructor ensure that all participants' needs are being met?

5.4.3.4 References/Resources

This is not intended to be a complete list of potential references or resources that could be used to respond to this section of the RFP. Inclusion on this list does not indicate endorsement of these organizations by the Bureau of Adult Education.

Adult Learner Persistence Policy Examples

<https://nelrc.org/persist/policy.html>

NRS Webinar on Managed Enrollment

<https://nrsweb.org/training-ta/webinars/webinar-managed-enrollment>

Turning Challenges Into Successes: Research on Virtual Learning and Service Delivery in Adult Education (AIR)

<https://nrsweb.org/sites/default/files/Research-Virt-Service-508.pdf>

Recommendations for Improved Service Delivery (University of Kentucky)

<http://www.uky.edu/~jjensen/adulteducation/service.htm>

Adult Education Strategies: Identifying and Building Evidence of Effectiveness (Institute of Education Sciences)

<https://ies.ed.gov/ncee/pubs/2021007/pdf/2021007.pdf>

Increasing Enrollment Through Improved Recruitment and Retention: Focus on Instructions, Services and Recruitment

<https://nrsweb.org/training-ta/increasing-enrollment-webinar>

Going from "I Can't" to "I Can": Larch Peer Mentoring Program is First certified Prison Tutoring Program in the Nation

<https://www.doc.wa.gov/news/2021/09082021.htm>

5.4.4 Proposed Curricula and Contextualized Instruction

The program must provide learning in context so that an individual acquires the skills needed to transition to and complete postsecondary education and training programs, obtain and advance in employment leading to economic self-sufficiency and to exercise the rights and responsibilities of citizenship.

1. Please describe the program's proposed curriculum/a including a very brief overview of scope and sequence to address the educational functioning levels included in this proposal.
2. Please describe how the program will provide contextualized instruction or other activities for learning in context.
3. Describe training received by instructors and resources used for curricula development.

Preference is given to OCTAE endorsed initiatives such as CCR Standards Project including Curriculum Review and EL Institute, Teaching the Skills that Matter, Student Achievement in Reading, Teaching Excellence in Adult Literacy, the Employability Skills Framework, Power in Numbers, or ESL Pro¹⁵.

5.4.4.1 Additional questions for Attachment 2A – Correctional Programs

There are no additional questions for this section.

5.4.4.2 Additional questions for Attachment 2B – Statewide Programs

There are no additional questions for this section.

5.4.4.3 Scoring Details for Proposed Curricula and Contextualized Instruction

Proposed Curricula and Contextualized Instruction will be allocated a maximum score of seventy-five (75) points. The main purpose of this section is to measure how well the proposed program will provide curricula designed to meet the needs of the participants, especially through contextualized instruction including, but not limited to:

- How will the curriculum be designed? Will it be competency-based? Will it be standards-based? Will it be project-based or have some other educational foundation?
- How will instruction incorporate Teaching Skills that Matter?
- How will curricula be reviewed for alignment with the standards (i.e. Standards in Action - Curriculum Review Project or EL Institute)?
- How will instruction be contextualized?
- For what fields will instruction be contextualized? How was that decision made?
- What materials or research will assist the instructors with designing lessons for contextualization?
- How will the curriculum encourage transition to postsecondary education, training or employment?
- How will the curriculum encourage the rights and responsibilities of citizenship?

5.4.4.4 References/Resources

This is not intended to be a complete list of potential references or resources that could be used to respond to this section of the RFP. Inclusion on this list does not indicate endorsement of these organizations by the Bureau of Adult Education.

College & Career Readiness Standards for Adult Education

<https://lincs.ed.gov/publications/pdf/CCRStandardsAdultEd.pdf>

<https://lincs.ed.gov/state-resources/federal-initiatives/college-career-readiness>

English Proficiency Standards for Adults

<https://lincs.ed.gov/publications/pdf/elp-standards-adult-ed.pdf>

Handbook for Sustaining Standards-Based Education in Adult Education

<https://lincs.ed.gov/publications/pdf/SustainingStandards-BasedEd.pdf>

Teaching the Skills that Matter

<https://lincs.ed.gov/state-resources/federal-initiatives/teaching-skills-matter-adult-education>

Model: The Adult Learner (Digital Promise)

¹⁵ The complete list of OCTAE federal initiatives is available at: <https://lincs.ed.gov/state-resources/federal-initiatives>

<https://lvp.digitalpromiseglobal.org/content-area/adult-learner>

Contextualized Education Resources from Penn State

<https://sites.psu.edu/pathwaystoemployment/additional-iet-resources/other-resources/contextualized-education/>

SABES CCRSAE and Standards-Based Teaching

<https://www.sabes.org/content/CCRSAE-ELA>

5.4.5 State Workforce Board Alignment

The program must demonstrate alignment between the proposed activities and services and the strategy and goals of the local workforce plan as well as the activities of the one-stop partners.

NOTE: *The State Plan is scheduled to be revised in 2024. Programs awarded funding under this RFP will be expected to demonstrate alignment between proposed activities and services and the strategies and goals of the local plan as well as the activities and services of the one-stop partners as described in the new State Plan available after July 1, 2024.*

1. Please list the adult education and literacy activities that will be offered in this program and describe how those activities will be offered concurrently. This may include allowable adult education activities that are not included in this proposal such as Integrated Education & Training or Integrated English Literacy and Civics Education.

Please see the definition of adult education and literacy activities in [Section 3.3.1](#) and the definition of concurrent in the WIOA Glossary ([Appendix E](#))

2. According to the State Plan, adult education curricula will be aligned with the College & Career Readiness Standards for Adult Education, please describe how the program will evaluate curriculum to demonstrate this alignment.

One example of an OCTAE-endorsed curriculum review process is outlined below. Applicants may describe how they will use this process or propose another process.

Standards in Action¹⁶ organizes its curriculum review for English Language Arts into six research-based dimensions and their associated English Learner supports:

- a. Close Reading of Complex Text
- b. Building Academic Language
- c. Volume of Reading to Build Knowledge
- d. Evidence-Based Discussions
- e. Evidenced-Based Writing
- f. Foundational Reading Skills

Math curriculum review is organized into four research-based dimensions:

- a. Critical Mathematical Concepts and Skills
- b. Mathematical Progressions and Connections
- c. Reasoning and Communicating with Mathematics
- d. Quality Mathematical Tasks

¹⁶ Available at: <https://www.standardsinaction.org/state-based-curriculum-review-training/>

3. In the State Plan, State Leadership activities are outlined including a high quality professional development system. Please describe how the program's staff will participate in State Leadership activities including participation on an adult education committee or advisory group; attendance at state-sponsored professional development activities; membership in regional/national adult education organizations.
4. Please describe how the program will meet the requirement of providing instruction delivered by well-trained instructors.
5. The State Plan requires the Agency to assess the quality of providers, an integral part of this process is for programs to review and analyze data on a regular basis to inform program decisions and improve program performance. Please describe what methods the program will use to identify performance areas that are on target versus those that need improvement and the steps for remediation.
6. The State Plan outlined five goals with strategies to address each goal for 2020-2024 (see [Appendix C](#)). Please describe how the program will contribute to meet one or more of these goals.

5.4.5.1 Additional questions for Attachment 2A – Correctional Programs

There are no additional questions for this section.

5.4.5.2 Additional questions for Attachment 2B – Statewide Programs

There are no additional questions for this section.

5.4.5.3 Scoring Details

Alignment with the State Workforce Plan will be allocated a maximum score of seventy-five (75) points. The main purpose of this section is to measure how well the proposed program will be aligned to the strategies and goals of the State Workforce Plan particularly in the areas of curriculum, adult education and literacy activities, state leadership activities and performance measures. Explanations in this section should include, but are not limited to:

- How many staff have been trained in CCRS and/or the Standards in Action Curriculum Review Project, EL Institute, Teaching the Skills that Matter or other federal instructional initiatives?
- What resources are available for instructors to assist with alignment of curriculum to the CCRS standards?
- How are the adult education and literacy activities offered concurrently? Are different activities integrated into one program? Are participants enrolled in more than one program?
- How will the program transition participants from one class to another? For example, how will Advanced ESL participants be transitioned into Adult Basic Education or Adult Diploma programs?
- How does the program work with local WIOA partners to build career pathways? How is co-enrollment encouraged/promoted? Does a representative attend quarterly WIOA meetings?

- Does the program “feed” into a postsecondary education or training program such as the community college system, apprenticeships or On-the-Job-Training opportunities?
- How does the program address the educational/economic needs of the local community?
- How does the program work with local employers? Other local adult education centers?
- Which professional development activities, committees or advisory groups do you or your staff/volunteers participate in?
- Do you require professional development activities? Do you provide local activities?
- How will the program take advantage of New Hampshire’s membership in the New England Literacy Resource Center including the publication of *The Change Agent*?
- How will the program use the Annual Self Evaluation system to identify areas that need improvement and the steps for remediation?

5.4.5.4 References/Resources

This is not intended to be a complete list of potential references or resources that could be used to respond to this section of the RFP. Inclusion on this list does not indicate endorsement of these organizations by the Bureau of Adult Education.

NH State Workforce Plan

<https://www.nhworks.org/wp-content/uploads/2022/12/NH-WIOA-Combined-State-Plan-2022-2024-modifications-published.pdf>

COABE Journal – Career Pathways Edition

<https://lincs.ed.gov/professional-development/resource-collections/profile-8641>

Adult Education and Family Literacy Act Resource Guide

<https://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/aeffa-resource-guide.pdf>

New England Literacy Resource Center

<https://nelrc.org/>

National College Transition Network

<https://www.collegetransition.org/>

Teacher Effectiveness in Adult Education

<https://lincs.ed.gov/state-resources/federal-initiatives/teacher-effectiveness>

Business-Adult Education Partnerships Toolkit (LINCS)

<https://lincs.ed.gov/state-resources/federal-initiatives/business-adult-education-toolkit>

5.4.6 Intensity, Quality and Best Practices

The program must be a sufficient intensity and quality and based on the most rigorous research available so that participants achieve substantial learning gains.

The Agency has established a full-time equivalent as a participant who receives 60 hours of instruction, based on the minimum recommendation of instructional hours between a pre- and

posttest. However research indicates that learners need on the average 100 – 150 hours in order to make one level learning gain¹⁷.

1. Please explain how the program will define “sufficient intensity” and “quality” as well as how the program will meet that requirement.
2. Please list the research used and how it informs the instructional practices of the program.
3. Please explain how the research listed above is expected to assist participants with achieving substantial learning gains.
4. Please explain how the program uses instructional practices that include the essential components of reading.

If the program has any STAR Trained instructors teaching classes based on STAR, this should be noted. If not, how will this be addressed during this contract period.

The definition of essential components of reading can be found in [Section 3.3.6](#).

5. Please explain how the program will integrate workforce preparation activities for all participants.

The definition of workforce preparation activities can be found in [Section 3.3.7](#).

5.4.6.1 Additional questions for Attachment 2A – Correctional Programs

There are no additional questions for this section.

5.4.6.2 Additional questions for Attachment 2B – Statewide Programs

There are no additional questions for this section.

5.4.6.3 Scoring Details

Intensity, Quality and Best Practices will be allocated a maximum score of one hundred (100) points. The main purpose of this section is to measure how well the proposed program will meet the requirement of being of sufficient intensity and quality. This includes the degree to which instructional practices are based on the most rigorous research available including, but are not limited to:

- Intensity and quality is based on reasonable judgment. Is the intensity and quality based on the needs of the workforce in the community? Does the program prepare participants with the skills necessary for entering and completing postsecondary education or training? Does the program prepare participants for entry level skills required by local employers?
- Is the research cited the most rigorous research available including scientifically valid research and effective educational practice?
- How will teachers/students incorporate the essential components of reading into instruction?
- Under WIOA, workforce preparation activities are not intended to be a

¹⁷ From NELRC, Adult Learner Persistence, Attendance Policies at: <https://nelrc.org/persist/policy.html#3attendance>

stand-alone component. How will workforce preparation activities be integrated into the program?

- How will you determine that the program has enough intensity for participants to be successful within a reasonable timeframe?
- How will you assess the quality of the program?

5.4.6.4 References/Resources

This is not intended to be a complete list of potential references or resources that could be used to respond to this section of the RFP. Inclusion on this list does not indicate endorsement of these organizations by the Bureau of Adult Education.

Adult Education Research (AEFLA)

<https://aefta.ed.gov/research>

Employability Skills Framework

<https://cte.ed.gov/initiatives/employability-skills-framework>

OCTAE Professional Development

<https://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/aeprofdev.html?exp=2>

Adult Education: What Makes Teaching Effective?

https://calpro-online.org/documents/CALPRO_BRIEF_13_508.pdf

Improving Adult Education Literacy Instruction: Options for Practice and Research

https://lincs.ed.gov/publications/NAS_report

Teaching Excellence in Adult Education

<https://lincs.ed.gov/state-resources/federal-initiatives/teal>

Teaching the Skills that Matter

<https://lincs.ed.gov/state-resources/federal-initiatives/teaching-skills-matter-adult-education>

Student Achievement in Reading (STAR)

<https://lincs.ed.gov/state-resources/federal-initiatives/student-achievement-reading>

Research and Evaluation (Adult Education Research and Technical Assistance Center – AIR)

<https://www.air.org/centers/aertac/research-and-evaluation-aertac>

Introduction to Workforce Preparation Activities and Employability Skills (LINCS) & Workforce Preparation Activities in the Classroom: Contextualizing Employability Skills for Deeper Learning

<https://courses.lincs.ed.gov/static/about.html#workforceprep>

5.4.7 Integration of Technology, Services and Digital Systems

The program must effectively use technology, services and delivery systems including distance education, in a manner sufficient to increase the amount and quality of learning. Such technology, services and system should lead to improved performance.

1. Please describe how the program incorporates technology into learning including the use of a variety of devices.
2. Please list the technology programs or services used in the program, the purpose for their use and any specialized training/certification completed by instructors.

NOTE: *The Bureau of Adult Education currently provides access to Edmentum, Aztec Software, Burlington English, Essential Education and NorthStar Digital Literacy through state-wide contracts.*

Through another statewide contract, NH Adult Education has an established Canvas instance which is currently used for all professional development activities. The Canvas instance includes embedded Zoom licenses, Kaltura and Discovery Education. By July 1, 2024, all adult education instructors are expected to be using Canvas with their participants.

3. Please describe how the program will address the digital inclusion process including connectivity, devices and digital skills for all participants.
4. Please explain how the program will determine how distance learning will be used including the selection process for appropriate participants, orientation for participants, and the facilitation of the distance learning activities and reporting of distance learning hours.
5. How will digital literacy assessment and skills instruction, including digital resilience¹⁸ and digital citizenship¹⁹, be incorporated for all participants?

5.4.7.1 Additional questions for Attachment 2A – Correctional Programs

6. Are there facility policies, rules or restrictions regarding the use of electronic devices and access to the internet? If so, please describe any future plans to address the digital skills needs for successful reentry after release.

5.4.7.2 Additional questions for Attachment 2B – Statewide Programs

6. How will the program provide access to devices, affordable internet service and orientation in order for participants to access the program?

5.4.7.3 Scoring Details

Integration of Technology Services and Digital Systems will be allocated a maximum score of seventy-five (75) points. The main purpose of this section is to measure how well the proposed program will incorporate the use of technology, especially with regard to distance learning including, but not limited to:

- How will the program incorporate technology into learning activities?
- What technological devices will be used?
- What programs/services will the program use? Free programs such as Khan Academy or those provided by the Bureau?
- How will distance learning be incorporated? Will it be an option for all learners? How will the program assess the learner to determine if distance learning is appropriate?
- What type of distance learning policies will be instituted?
- Does the program have a digital inclusion plan or an individual who provides Digital Navigation skills?
- How will technology, including distance learning, increase the intensity and

¹⁸ Digital resilience refers to the ability to navigate rapid digital transformation with confidence.

¹⁹ Digital citizenship refers to the responsible use of technology and etiquette pertaining to an online presence

- quality of instruction?
- How will the program incorporate digital literacy for all participants? Will an assessment or certification/credential such as Northstar Digital be required for participants? For staff?
- Will the instructors use prepared curricula such as I-DEA? How will that be implemented?
- How will the program meet the requirement of implementing Canvas in the classroom by July 1, 2024?

5.4.7.4 References/Resources

This is not intended to be a complete list of potential references or resources that could be used to respond to this section of the RFP. Inclusion on this list does not indicate endorsement of these organizations by the Bureau of Adult Education.

Integrating Technology in WIOA

<https://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/integrating-technology.pdf>

IDEAL Distance Education and Blended Learning Handbook

<https://edtech.worlded.org/wp-content/uploads/2018/08/IDEAL-Handbook-6th-Edition-8-16-18.pdf>

Guide for Design and Implementation of Hybrid-Flexible (HyFlex) Models in Adult Education

<https://edtech.worlded.org/resource/guide-for-design-and-implementation-of-hybrid-flexible-hyflex-models-in-adult-education/>

Digital Resilience in the American Workplace (DRAW)

<https://edtech.worlded.org/project/digital-resilience-in-the-american-workplace-draw/>

EdTech Integration Strategy Toolkit

<https://edtech.worlded.org/resource/edtech-integration-strategy-toolkit/>

Digital Literacy Initiatives

<https://lincs.ed.gov/state-resources/federal-initiatives/digital-literacy>

Northstar Digital Literacy

<https://www.digitalliteracyassessment.org/>

NOTE: The Bureau of Adult Education provides regional licenses for the use of the NorthStar Digital Assessment, Curricula and Credentialing programs.

Key Research and Organizations

<https://digitalpromise.org/initiative/adult-learning/key-research-and-organizations/>

Integrating Digital Literacy into English Language Instruction

<https://lincs.ed.gov/state-resources/federal-initiatives/esl-pro/integrating-digital-literacy-into-english-language-instruction>

Educational Technology in Correction – US Department of Education

<https://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/policybriefedtech.pdf>

From Access to Use: Building an Equitable and Student-Centered Educational Technology Ecosystem for Correctional Education

<https://www.rti.org/insights/educational-technology-for-better-correctional-education-outcomes>

5.4.8 Meeting Program Outcomes

The program must meet or exceed minimum program outcome expectations including performance indicators, measurable skills gains and other standards.

The State negotiates target performance every two years. Targets are based on the statistical adjustment model and are expected to reflect continuous improvement by increasing each year. Current negotiated targets are:

Indicator	2022-2023	2023-2024
Employment at the 2 nd Quarter after exit	22.1%	23.00%
Median Wages at the 2 nd Quarter after exit	\$6,200.00	\$6,500.00
Employment at the 4 th Quarter after exit	20.0%	21.0%
Credential Attainment	15.8%	16.0%

Over the course of the contract period, the Bureau will identify low-performing programs and provide technical assistance for improvement. Failure of a grant recipient to contribute to meeting state performance targets including consistently falling below proposed targets submitted in response to this RFP may constitute failure to make satisfactory progress and impact continued funding.

Part 1 – Primary Indicators of Performance

For each of the six Primary Indicators of Performance, please list how the program will contribute to meeting the indicator including any past performance, setting a target performance rate for FY24 as well as proposed plans for meeting that target.

Target performance rates will be evaluated against actuals at the end of the year and renegotiated for each year of the contract. In the case of programs not meeting target performance rates, the Bureau will initially provide additional technical assistance for improvement. Continued failure to meet target performance rates may constitute unsatisfactory performance and result in loss of funding.

See [Section 3.4.5](#) for details on how these outcomes are collected and calculated.

1. Employment in the Second Quarter after Exit
Please describe any past performance, anticipated FY24 target and proposed plans.
2. Employment in the Fourth Quarter after Exit
Please describe any past performance, anticipated FY24 target and proposed plans.
3. Median Earning in the Second Quarter after Exit
Please describe any past performance, anticipated FY24 target and proposed plans.
4. Credential Attainment Indicator – Secondary AND entry into postsecondary ed/training
Please describe any past performance, anticipated FY24 target and proposed plans.
5. Credential Attainment Indicator – Secondary AND entry into employment
Please describe any past performance, anticipated FY24 target and proposed plans.
6. Credential Attainment Indicator - Postsecondary
Please describe any past performance, anticipated FY24 target and proposed plans.
- 6a. Credential Attainment Indicator - Target

Please describe any past performance, anticipated FY24 target and proposed plans. The Credential Attainment indicator includes both the secondary credential attainment and the postsecondary credential attainment²⁰.

Part 2 – Measurable Skill Gain (MSG)

For each type of MSG, please list how the program will contribute to meeting the state’s target for measurable skill gain indicators, including any past performance and proposed plans.

For each of the Measurable Skill Gain Indicators, each program entry and exit per participant during the reporting period is considered a period of participants. An individual may have more than one MSG in each period of participation. Only the most recent MSG will be counted per period of participation.

EFL	2022-2023 Target	2023-2024 Target
ABE Level 1	25.00%	25.20%
ABE Level 2	26.00%	26.50%
ABE Level 3	23.00%	23.50%
ABE Level 4	31.00%	31.50%
ABE Level 5	29.00%	29.50%
ABE Level 6	32.00%	32.50%
ABE Total	28.0%	28.2%
ESL Level 1	20.00%	20.50%
ESL Level 2	24.00%	24.50%
ESL Level 3	34.00%	34.50%
ESL Level 4	35.00%	35.50%
ESL Level 5	36.00%	36.50%
ESL Level 6	29.00%	29.50%
ESL Total	31.9%	32.0%
Grand Total	29.5%	30.0%

See Section 3.4.6 for details on how the MSG is collected, calculated and recent State targets. Also see NH Data & Assessment Policy ([Appendix A](#)).

7. Secondary Diploma/Equivalent

Please describe any past performance, anticipated FY24 target and proposed plans.

8. Educational Functioning Level Gain

Please describe any past performance, anticipated FY24 target and proposed plans.

Part 3 – Other Standards

²⁰ The percentage of those participants enrolled in an education or training program (excluding those in on-the-job training and customized training) who attain a recognized postsecondary credential or a secondary school diploma (or its recognized equivalent), during participation in or within one year after exit from the program. A participant who has attained a secondary school diploma (or its recognized equivalent) is included in the percentage of participants who have attained a secondary school diploma (or its recognized equivalent) only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program. From https://wdr.doleta.gov/directives/attach/TEN/TEN_25-19.pdf

See [Section 3.4.7](#) for details on other requirements. Also see the Data Privacy and Protection Policy in [Appendix D](#).

9. Please explain how the program will ensure that 100% of participants are pre-tested by the time they receive 12 hours of instruction including any past performance and proposed plan.
10. Please explain how the program will ensure that participants are post-tested after 40-60 hours of instruction, as determined by the test publisher including any past performance and proposed plan.
11. Please explain how the program will ensure that at least 75% of participants respond to follow up contact or are included in data matching for indicators including any past performance and proposed plan.

5.4.8.1 Additional questions for Attachment 2A – Correctional Programs

Section 223 (c) requires that in addition to any report required under section 116, each funded program that received federal funding under AEFLA shall annually report on the relative rate of recidivism for the criminal offenders served.

If the correctional facility does not track recidivism specifically for participants who have exited adult education programs, it is the responsibility of the program to report that data to the Bureau of Adult Education annually in September.

Recidivism must be defined including a specific time span where re-offenses/re-incarceration is tracked. This may include information specific to the correctional facility or another facility, but must be described in the definition.

12. Please describe how the program will define recidivism and how the rate will be calculated for participants who have exited the program.
13. Please describe how the data will be collected including any arrangements with the facility for access to the data.

5.4.8.2 Additional questions for Attachment 2B – Statewide Programs

There are no additional questions for this section.

5.4.8.3 Scoring Details

Meeting Program Outcomes will be allocated a maximum score of one hundred (100) points. The main purpose of this section is to measure how well the proposed program has met program outcome goals in the past and how the program proposed to meet the performance goals in the future including, but not limited to:

- How will the program systematically collect/maintain contact information for participants to be able to locate them at the second quarter, fourth quarter and one year after exit?
- How will the program coordinate follow up surveys to gain maximum responses?
- How will the program collaborate with other partners to collect performance indicators and/or measurable skill gain?
- How will the program assist participants with meeting the performance

indicators even after exit from the program?

- How will the program set MSG targets?
- What system will the program adopt to ensure that participants are pre-tested?
- How will the program ensure that students are post-tested at appropriate points?
- Under periods of participation, a participant cannot be exited from the program until 90 days after service ends. How will the program track this information?
How will the program determine when an individual should be closed?

5.4.8.4 References/Resources

This is not intended to be a complete list of potential references or resources that could be used to respond to this section of the RFP. Inclusion on this list does not indicate endorsement of these organizations by the Bureau of Adult Education.

Performance Accountability Guidance for WIOA

<https://nrsweb.org/sites/default/files/Program%20Memorandum%2017-2%20OCTAE.pdf>

NRS Technical Assistance Guide

<https://nrsweb.org/policy-data/nrs-ta-guide>

WIOA 101 e-Learning Module

<https://performancereporting.workforcegps.org/resources/2022/03/14/14/20/WIOA-101-E-Learning-Module>

Postexit Indicators: Data Collection for the Employment and Credential Indicators (NRS)

<https://nrsweb.org/training-ta/postexit-indicators-employment-credential>

Accountability

<https://aefta.ed.gov/accountability>

Basic Correctional Education and Recidivism: Findings from PIAAC and NRS

https://www.proliteracy.org/Portals/0/pdf/Research/ALE%20Journal/ALE_ResearchJournal-v004_02-2022-18_Patterson.pdf

5.4.9 Reporting

The program must maintain high-quality data and input that data into a state-hosted system to provide accurate and timely reporting. In order for data entry to be consistent and validated, a specific trained individual must be assigned to complete data entry as well as quarterly data reports.

NOTE: *The Bureau of Adult Education currently provides access to LiteracyPro's LACES data system and provides annual training.*

1. Please describe how student demographic information, attendance records and testing results will be collected, stored, entered and analyzed.
2. Please describe the program's internal system for ensuring the accuracy of data before submission of reports to the state.
3. This RFP requires that a staff member be designated with the responsibility for data entry. Who will be responsible and what training will this person be required to have?

4. Please describe how the program will use the required quarterly data reports to validate data and inform program decisions.
5. How often will data entry occur and how will the data be kept secure prior to being entered into the system, especially personally identifiable information such as a social security numbers?

See Data Privacy and Protection Policy ([Appendix D](#)).

5.4.9.1 Additional Requirements for Attachment 2A – Correctional Programs

There are no additional questions for this section.

5.4.9.2 Additional Requirements for Attachment 2B – Statewide Programs

There are no additional questions for this section.

5.4.9.3 Scoring Details

Reporting will be allocated a maximum score of seventy-five (75) points. The main purpose of this section is to measure how well the proposed program will collect, store, enter and validate student and program data including, but not limited to:

- What steps will be taken to ensure that the staff person responsible for data entry is adequately trained?
- What internal checks are in place or will be in place to ensure that accurate data is being entered?
- In addition to the required quarterly reports, what other reports will the program run to ensure high-quality data is being inputted?

5.4.9.4 References/Resources

This is not intended to be a complete list of potential references or resources that could be used to respond to this section of the RFP. Inclusion on this list does not indicate endorsement of these organizations by the Bureau of Adult Education.

NRS Technical Assistance Guide

<https://nrsweb.org/policy-data/nrs-ta-guide>

Linking Data Quality with Action: Evaluating and Improving Local Program Performance

https://nrsweb.org/sites/default/files/FinalLinkingDataGuide_0.pdf

Promising Approaches to Data Quality

<https://nrsweb.org/training-ta/ta-tools/data-collection-and-quality>

Adult Learner Persistence Project – Attendance Policies <https://nelrc.org/persist/policy.html#3attendance>

5.4.10 Implementation Timeline

The program must provide a timeline for the implementation of the elements of this RFP.

1. Will the program be fully functional and serving students by September 5, 2023?

2. If the program will not be serving students by September 5, 2023, please provide a detailed timeline explaining the start-up process.

The Agency understands that the short response time for this proposal may not allow for the completion of formal collaborative partnerships. Please indicate a general timeframe for the establishment of these partnerships over the course of the contract.

5.4.10.1 Scoring Details

Implementation Timelines will be allocated a maximum score of twenty-five (25) points. The main purpose of this section is to measure how well the proposed program is positioned to start by September 5, 2023, including but not limited to:

- Will the program be ready to enroll and instruct participants?
- Will the appropriate staff be hired prior to September 5th?
- Will the program have the materials and curriculum ready for implementation by September 5th?
- Is the implementation timeline reasonable considering the organization's experience and past performance?

5.5 Budget Attachment 3 – Budget Worksheets

Attachment 3 – Budget Worksheets is an Excel document with the following worksheets

1. Adult Education & Literacy (AEL) Program Budget Worksheet FY24
2. Local Match
3. AEL Budget Narrative FY24
4. AEL Budget Projections FY25 and FY 26

The proposed budget must be compliant with the federal laws listed below and based on the provided funding formula. All costs must be necessary, reasonable and allowable for adult education activities. Hyperlinks to the original documentation have been included for reference.

All budgets must be entered on Attachment 3 Budget Worksheets including AEL for Corrections Programs and AEL for Statewide Programs.

5.5.1 Federal Laws/Rules Relevant to Funding

- [WIOA](#)
 - Section 231 – Grants and Contracts for Eligible Providers
 - Section 232 – Local Application
 - Section 233 – Local Administrative Cost Limits
 - Section 241 – Administrative Provisions
- [§463](#)
 - §463.25 Administrative Cost Limits
 - §463.26 What activities are considered local administrative costs
- Uniform Guidance
 - [2 CFR Part 200 Subpart D](#)
 - Standards for Financial and Program Management
 - Performance and Financial Monitoring and Reporting
 - Subrecipient Monitoring and Management
 - Record Retention and Access

- [2 CFR Part 200 Subpart E](#)
 - Cost allocation plans
 - Direct vs. indirect costs
 - Allowable vs. unallowable costs
 - Necessary, reasonable and allocable costs
 - Standards for Documentation of Personnel Expenses
- [EDGAR 34 CFR, Part 76](#)
 - Indirect Cost Rates

5.5.2 FY24 Funding Formula

In order to provide equitable funding, a funding formula has been established. The formula includes a combination of federal and state-matching funds. Approximately 30% of funding will be federal funds under WIOA and 70% of funding will be state-matching funds.

FY 24 estimated funding is determined by region and based on federal and state funding levels received in July of 2023. See [Attachment F](#) for an explanation of the funding formula. Please see [Appendix B](#) for Region description and catchment areas. Awards may be higher or lower than estimated amounts based on the actual FY24 federal allocation (usually announced in April) and the approved FY24 State Budget (usually announced in May/June).

Funding by region may be awarded to one center or divided among multiple centers in order to provide comprehensive services in each region. Separate applications must be submitted for each Region including all attachments and required documents.

It is preferred that each region have one comprehensive adult education center providing access to services for all educational functioning levels services except in the Manchester region. Due to large number of English language learners in the Manchester region, the Bureau anticipates funding multiple programs to meet the needs of the region.

Example 1

One center serves the entire region by offering instruction for ABE, ESL and ASE levels at one central location and reaching out into the rest of the community through volunteer tutors. The center would receive all of the funding allocated for that region.

Example 2

There are multiple centers offering instruction for different levels. One center offers instruction only in ABE and ASE while another center only offers instruction in ESL. The regional funding would be divided between the centers based on the percent of FTEs previously served for the proposed educational functioning levels either by that program or a similar program.

NOTE: *In this situation, the centers are required to implement procedures to allow for easy transition between region centers for participants. (This is a state requirement, not a WIOA requirement).*

	Estimated FY24 Regional Total
Berlin	\$115,040.83

Claremont	\$190,964.18
Concord	\$262,676.85
Conway	\$109,338.41
Keene	\$145,138.26
Laconia	\$148,094.39
Littleton	\$113,473.74
Manchester	\$616,154.85
Nashua	\$526,837.45
Portsmouth	\$176,703.02
Salem	\$135,040.75
Somersworth	\$296,145.99
Corrections	\$69,391.29
Statewide	\$100,000.00
TOTALS	\$3,005,000.00

An
which

applicant should apply for the region in most anticipated participants reside unless applying as a statewide program. Any adult

education centers may serve participants from outside of the region based on participant needs.

In the event there is not an award for a statewide program, the estimated funding will be re-distributed to the remaining regions based on the percent of the target population in each region (see Percent of Individuals with Barriers to Employment in each region in [Appendix F](#)).

5.5.3 FY25 and FY26 Funding Formulas

FY25 and FY26 funding formulas will be based on the following calculations:

Part 1 – Base Funding set at \$60,000 per Region

Part 2 - Percentage of Individuals with Barriers to Employment in each Region

Will be recalculated using most current demographic and economic data from the US Census and NH Employment Security

Part 3 – Full-Time Equivalent Served in Each Region

Will be recalculated based on actual FTEs from FY24, the value of the FTE may change based on the total number of FTEs statewide

Part 4 – Based on Rural Areas

May be recalculated using most current USDA data

NOTE: Total allocations for each Part of the Funding Formula may be adjusted depending on the actual amount of the federal grant and the future state biennium budgets.

5.5.4 AEL Budget Worksheet FY24

Please use this budget worksheet to detail the estimated line items for FY24 for each budget category as listed below.

5.5.4.1 Personnel

See Section [3.4.8](#)

Amounts paid to both permanent and temporary employees and amounts paid by the organization on behalf of employees, these amounts are not included in the gross salary, but are in addition to that amount.

1. Please list the Administrative, Support Staff and Instructional Staff positions for the program by title.

Administrative

Include salaries for the following required administrative positions:

- Program Director
- Data Entry Specialist
 - If this position is being filled by an individual not employed by the program, please indicate on the Budget Narrative.

Additional administrative salaries may be included in this section, this is any staff member responsible for providing professional development activities or other clerical tasks.

There is not a formula for calculating the director's salary, each program must determine the number of hours necessary for a program director to adequately perform the required duties.

NOTE: *There is a 5% cost limitation on Administrative Costs²¹ (see WIOA Section 233) based on the total amount of federal funding. In accordance with WIOA §233, in cases where the cost limits described in subsection (a) are too restrictive to allow for the activities described in subsection (a)(s), the eligible provider shall negotiate with the Bureau in order to determine an adequate level of funds to be used for non-instructional purposes. The last section on the FY24 Budget worksheet is a calculation to assist with determining the percent of administrative costs. This calculation is an estimate based on the total grant amount.*

Support Staff

Include salaries for the following required positions:

- Counselor
- Volunteer Coordinator (only the portion of salary attributed to the facilitation of matching participants with volunteer tutors)
- Intake & Assessment Specialist²²

Additional support staff salaries may be included here.

²¹ Administrative costs are considered costs incurred in connection with the following activities: a) planning; b) administration, including carrying out performance accountability; c) professional development; d) providing adult education and literacy activities on alignment with local workforce plans, including promoting co-enrollment in programs and activities under Title I, as appropriate, and e) carrying out the one-stop partner responsibilities as described in §678.420 including contributing to the infrastructure costs of the one-stop delivery system (34 CFR 463.26).

²² Support Salaries must include any personnel costs associated with Career Services as defined by WIOA in section 134(c)(2) and [§678.430](#)

Instructional Staff

Include salaries for all instructors, paraprofessionals and the Distance Learning Facilitator

Each program is responsible for determining the number of prep time hours allowable. This cost should be included in the total hours for each instructor.

If there are a large number of instructor positions, they maybe combined onto similar lines. Please make sure to adjust the hours per week accordingly to account for the total number of hours.

For example, there are 10 teachers who work 6 hours each at the same rate. Enter as

	Instructional Staff				
	[Enter Teacher Title]	[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Distance Learning Facilitator				\$ -
2	10 ABE Teachers	60	50	22.00	\$ 66,000.00

2. Please list the benefits and total amount for each category of Personnel. Be sure to explain the calculations for benefits in the Budget Narrative including the type of benefits, cost per person, etc,

Benefits include:

- Health insurance
- Dental Insurance
- Life Insurance
- Disability Insurance
- Other Group Insurance
- Social Security Contributions
- Retirement Contributions
- Unemployment Compensation
- Worker’s Compensation
- Tuition Reimbursement or Professional Development

Benefits may be grouped together onto a single line.

	Instructional Staff Benefits			
	[Enter Type of Benefit]	[Enter Number of Teacher Staff Receiving Benefit]	[Enter the Amount per Teacher Staff]	TOTAL
1	Health, Dental, Life Ins	10	\$200.00	\$ 2,000.00

5.5.4.2 Professional Technical Services

Services which by their nature can be performed only by persons or firms with specialized skills and knowledge.

3. Please list any purchased professional and technical services including but not limited to professional educational and technical services.

5.5.4.3 Purchased Property Services

Services purchased to operate, repair, maintain and rent property owned or used by the organization.

4. Please list any purchased property services including rent, cleaning and other services. Do not include utilities or communication services in this section.

Purchased Property Services include, but are not limited to:

- Water, sewer
- Cleaning services
- Disposal services
- Snow Plowing services
- Custodial services
- Repairs & Maintenance
- Rent
- Rental of Equipment

5.5.4.4 Other Purchased Services

Amounts paid for services rendered by organizations or personnel not on the payroll of the organization and not included in Professional and Technical Services or Property Services.

5. Please list any other purchased services including building insurance, communication systems and postage.

Other Purchased Services include, but are not limited to:

- Insurance (other than employee benefits)
- Voice Communications (telephone)
- Data Communications (Internet)
- Postage
- Advertising
- Printing and Binding
- Travel
- Tuition
- Other services purchased from private sources or another school district

5.5.4.5 Supplies

Amounts paid for items that are consumed, worn out or deteriorated through use or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

6. Please list any supplies including utilities, office supplies, books, printed media, electronic media and software.

Supplies include:

- Energy services (please include these as a total monthly amount)
 - Natural gas
 - Electricity
 - Bottled gas
 - Oil
 - Gasoline
- Books & information resources
- Workbooks and Printed Media
- Digital Subscriptions
- Software

NOTE: *The Bureau of Adult Education provides digital subscriptions for instructional software that are provided at no-cost to local providers. Justification for additional subscriptions must be described in the Budget Narrative.*

The Uniform Guidance prohibits the use of federal funds for the purchase of food or graduation supplies. Please seek alternate funding for those items.

5.5.4.6 Property

Expenditures for acquiring fixed assets, including initial equipment, additional equipment and replacement of equipment.

7. Please list any equipment including furniture, computers and depreciation.

Property includes:

- New Furniture
- New Computers
- Replacement Furniture
- Replacement Computers
- Depreciation

NOTE: *The Bureau of Adult Education made a substantial investment in computer equipment in FY22. Those desk top computers, laptops and tablets will be distributed to programs awarded funding through this RFP.*

5.5.4.7 Other Objects

Amounts paid for goods and services not otherwise classified.

8. Please list any other objects.

Other Objects include:

- Dues and fees
- Miscellaneous Expenditures that are not classified in any other object

5.5.4.8 Other Uses of Funds

Expenditures for transactions which are not classified in other objects, such as indirect cost.

9. Please list the indirect cost rate.

NOTE: *This is a state requirement. The rate must be the rate approved by the NH Department of Education for the school district or a maximum of 10% for non-profit organizations.*

NH Department of Education sets indirect rates for LEAs in the spring of each year. If the rate has not been set for the 2023-2024 school year prior to the submission of this proposal, please use the previous year's rate. The grant budget worksheet will need to be adjusted when the new rates are released. See <https://www.education.nh.gov/who-we-are/division-of-educator-and-analytic-resources/bureau-of-education-statistics/financial-reports> for most recent rates.

5.5.5 AEL Budget Narrative FY24

Please use the AEL Budget Narrative FY 24 Form in [Attachment 3](#) to explain the items and calculations in each section of the budget. There are hyperlinks in each section to move between the same sections on the Budget Narrative and the AEL Budget Worksheet.

5.5.6 AEL Budget Projections FY25 and FY 26

Please review the AEL FY25-26 Budget Projection worksheet in [Attachment 3](#). Line items entered on the AEL FY24 Budget Worksheet will be automatically transferred to this worksheet. Increases for FY25, FY26 and the matching requirements are estimated at a 3% increase each year.

NOTE: *Detailed FY25 and FY26 budgets will be negotiated in the spring of each year when federal and state allocation amounts are available. The purpose of these projections is to provide an estimate for establishing a Not to Exceed amount on any contracts requiring Governor & Council approval.*

5.5.7 AEL Matching Budget Worksheet

NOTE: *This is a state requirement, not a WIOA requirement.*

Programs must include a 25% match for funds provided by the Bureau of Adult Education. Matching funds can be in-kind or cash. All matching funds must meet the same requirements as funds provided by the Bureau and comply with the federal laws listed in [Section 5.5.1](#).

Please use the AEL Local Match Worksheet in Attachment 3 to detail matching cash or in-kind contributions that will be made to the program.

The State requires a 25% match of the total AEL grant. On the spreadsheet this is calculated using the Total Proposed Budget from the AEL Budget Worksheet FY24.

The FY24 Budget Total will be transferred from the AEL Budget FY24 and the 25% Total will be automatically calculated.

All grantees will be required to submit an annual report of the cash and in-kind contributions by September 30th following the end of the fiscal year. For example, the FY24 local match report will be due on September 30, 2024.

5.5.7.1 Cash Contributions

Please include any cash contributions such as salaries paid by the sponsoring agency, an operating budget provided by a local school district or private grants.

Please indicate how each contribution contributes to the purpose of the Adult Education and Literacy program.

5.5.7.2 In-Kind Contributions

Please include the fair market value for any in-kind contributions.

Please indicate how each contribution contributes to the purpose of the Adult Education and Literacy program.

The calculation for the fair market value of volunteer hours is: Volunteer Hours X local hourly rate paid for similar services.

5.5.7.3 Other information

Please enter the hourly rate used to calculate the value of Volunteers.

The Total Match will be automatically calculated as the sum of the Cash Contributions Total and In-Kind Contributions Total.

The Required Match will be automatically entered. Please compare the Required Match to the Total Local Match to ensure that it meets or exceeds the requirement.

Section 6 – Evaluation of Proposals

Please note that only applications from eligible providers will be evaluated. For a complete description of the Minimum Requirements for Applicants in [Section 4.1](#).

6.1 Evaluation Considerations

Proposals submitted by eligible providers will be subjected to the following three reviews:

1. Evaluation Team Review

The Agency will appoint a three-member evaluation team(s) to review and rate proposals. Proposals will be evaluated using the Evaluation Criteria described in the RFP. The team will review and discuss their evaluations of all proposals, combine the individual scores to determine an average score for proposal. These scores will be used to determine the most advantageous contracts.

2. State Workforce Board Review

All proposals will be submitted to the State Workforce Board for review for consistency with the State Workforce Plan and for an opportunity to make recommendations to the Agency to promote alignment with the plan as described in WIOA §463.21. The Agency will consider the results of the review in determining the extent to which the proposal addresses the requirements in this RFP.

3. Geographic Distribution

Proposals will be considered based on geographic distribution. The Agency intends to fund at least one program in each region that provides a comprehensive Adult Education and Literacy program.

For regions that have a higher percentage of eligible individuals, the Agency may fund multiple programs to ensure that services are available for those in need.

6.2 Criteria for Evaluation and Scoring

The Agency will use a scoring scale of 1000 points, a maximum of 100 points based on Vendor Experience/Organizational Capacity; 900 points based on the eleven areas outlined in [Section 5.4](#) which will be distributed as set forth in the table found in [Section 6.2.2](#).

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

6.2.1 Vendor Experience and Organizational Capacity

Vendor Experience and organizational capacity as described in [Attachment 2](#) will be award a maximum of 100 points based on the Applicant's past effectiveness in working with adults to improve basic skills; in transitioning adults into employment, postsecondary education and/or employment; and in building effective partnerships with other core WIOA partners, the local business community and social service agencies. The financial stability and local support of the organization will also be taken into consideration.

6.2.2 Adult Education and Literacy Activities

Sections 1 – 11 will be awarded the maximum points listed below for each section.

	Section	Description	Points
	Organization Capacity	The program must have the experience and organizational capacity to provide the services required in this RFP as well as past effectiveness in working with adults to improve basic skills.	100
1	Responsiveness to Regional Need	The program must be responsive to regional needs as identified in the local workforce development plan including the educational, economic and social/cultural needs of the area.	100
2	Serving the Most in Need	The program must serve individuals in the community who were identified as most in need of adult education and literacy activities.	100
3	Service Delivery Format and Schedules	The program must have a delivery method, location and schedule that enable individuals to attend and complete programs.	100
4	Proposed Curricula and Contextualized Instruction	The program must provide learning in context so that an individual acquires the skills needed to transition to and complete postsecondary education and training programs, obtain and advance in employment leading to economic self-sufficiency and to exercise the rights and responsibilities of citizenship.	75
5	State Workforce Board Alignment	The program must demonstrate alignment between the proposed activities and services and the strategy and goals of the local workforce plan as well as the activities of the one-stop partners.	75
6	Intensity, Quality and Best Practices of Program	The program must be of sufficient intensity and quality and based on the most rigorous research available so that participants achieve substantial learning gains.	100
7	Integration of Technology Services and Digital Systems	The program must effectively use technology, services and delivery systems including distance education, in a manner sufficient to increase the amount and quality of learning. Such technology, services and systems should lead to improved performance.	75
8	Meeting Program Outcomes	The program must meet or exceed minimum program outcome expectations including performance indicators, measurable skills gains and other standards.	100
9	Reporting	The program must maintain high-quality data and input that data into a state-provided system to provide accurate and timely reporting.	75
10	Implementation Timeline	The program must provide a timeline for the implementation of the elements of this RFP.	25
11	Budget	The program must provide a cost-conscious budget with the primary focus on providing quality services to eligible individuals through adequate staffing and resources; reflect the appropriate regional funding limitations and the federal limitations on administrative costs.	75
		TOTAL	1000

6.2.3 Agency Awards

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 highest scored Proposer and so on, or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

6.3 Planned Evaluation Steps

The Agency plans to use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements as outlined in Section 4;
- Determine if the Applicant is Eligible by meeting the Minimum Requirements as outlined in [Section 4.1](#)
- Preliminary evaluation of the Proposals;
- Oral interviews (if necessary);
- Final Evaluation of Proposals and scoring;
- Determination if proposal meets minimum score requirements as described in [Section 6.6 Preliminary Scoring of Proposals](#).
- Select the Applicant(s) and begin contract negotiation.

6.4 Initial Screening

The Agency will conduct an initial screening step to verify Applicant compliance with the technical 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.

The initial screening will include, but is not limited to:

- Was the proposal submitted prior to the deadline?
- Was the proposal submitted in the correct format?
- Does the proposal include, at a minimum:
 - Attachment 1: Demonstrated Effectiveness
 - Attachment 2: Adult Education and Literacy Application
 - Attachment 3: AEL Budget Worksheets
 - Attachment 4: Required Documentation for Proposals

In the event of an incomplete proposal, the provider will be notified and given five (5) business days to provide any missing documentation or the proposal will be withdrawn.

6.5 Applicant Eligibility

Complete proposals will be reviewed to determine if the applicant has met the minimum requirements. Applicants must be determined eligible in accordance with [Section 4.1](#) of this RFP, WIOA Section 203 (5), 34 CFR 463.23 and 463.24.

Proposals submitted by ineligible applicants will be returned.

6.6 Preliminary Scoring of Proposals

The Agency will establish a three-member evaluation team(s) 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 an Applicant's Proposal fail to achieve 500 Points in the preliminary scoring, it will receive no further consideration from the evaluation team.

6.7 Oral Interviews

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. In the case that oral interviews are required, all applicants will be required to participate.

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.

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

6.8 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.

6.9 Final Selection

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

6.10 Rights of the Agency in Accepting and Evaluating Proposals

The Agency reserves the right to:

- Make independent investigations in evaluating Proposals;
- 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; and
- At its sole discretion, reject any and all Proposals at any time.

6.11 Appeal Rights

6.11.1 State Appeal Process

A bidder who wishes to contest the award of funding under this RFP must submit a written letter stating the specifics of the dispute to the Point of Contact for this RFP no later than ten days after the public announcement of contracts. The NH Department of Education (NHED) will issue a decision on appeals within 30 days of receipt. The NHED encourages the use of informal resolution to address complaints or disputes related to the RFP process issues. Written complaint should be address to the Contract Office, NH Department of Education, Bureau of Adult Education, 21 South Fruit Street, Suite 20, Concord, NH 03301.

6.11.2 Federal Appeal Process

Any person aggrieved by the award decision that results from this RFP may appeal the decision to the NH Department of Education or the Secretary of the US Department of Education. For further information about the federal appeal rights process, see EDGAR §76.401.

Section 7 – Terms and Conditions Related To The RFP Process

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 Insurance

The Applicant(s) 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 the \$1,000,000 per occurrence and \$2,000,000 aggregate.

The Applicant'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.

7.11 Special Provisions

Proposals must include a statement that the organization submitting the proposal 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 (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 debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment or Suspension."

7.12 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

8.1 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.

8.2 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, if required, and upon continued appropriation of funding for the contract.

8.3 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 G](#).

The Term of the Contract will be for three (3) years from the date of approval, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

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.

8.4 Responsibility of the Contractor

If awarded a contract, the Vendor shall maintain financial records to support the receipt, accounting for, allocation or, and disbursement of all funds awarded. The Vendor is responsible of entering the contact amounts by line item into the NH Department of Education Grants Management System.

Accurate invoices must be submitted in a timely manner. Monthly reports must be submitted within 15 days after the end of the month. At the end of the project, the organization must reconcile the final report within 60 days after close of the project. Except in the case of the State Biennium year (the year in which the two-year state budget closes), monthly expenditure reports must be submitted by June 15th for payment. Late submissions risk not being paid because state funds may not be available after June 30th.

8.4 Special Terms To Be Included In A Contract Resulting From This RFP

All Proposers will be required to sign annual General Assurances from the NH Department of Education, Bureau of Federal Compliance.

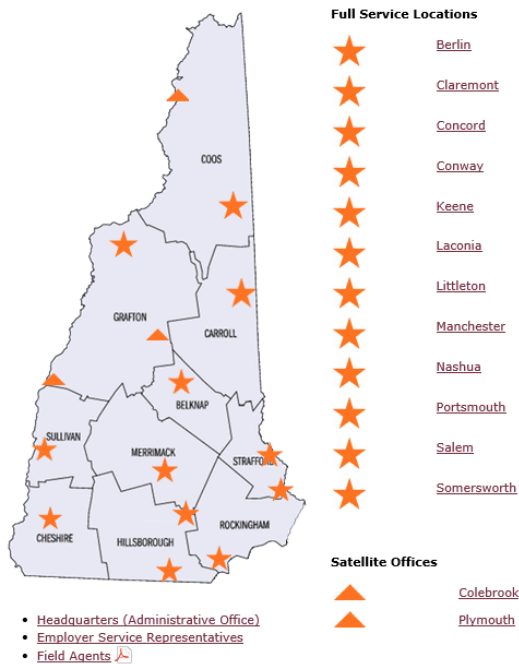
Please see [Attachment 6](#) for additional required documentation for execution of a contract.

Additionally, if requirements under the Workforce Innovation and Opportunity Act of 2014 should change during the course of this contract term, vendors will be responsible for making those changes to the program.

Appendix A: NH Data & Assessment Policy

See separate document.

Appendix B: Adult Education Regions



The Adult Education Regions are based on the same catchment areas as the NH Works offices.

Interactive map available at:

<https://www.nhes.nh.gov/locations/index.htm>

Region	Towns Served
Berlin	Berlin, Cambridge, Clarksville, Colebrook, Columbia, Dixville, Dummer, Errol, Gorham, Groveton, Kilkenny, Milan, Millsfield, N. Stratford, Northumberland, Odell, Pittsburg, Randolph, Shelburne, Stark, Stewartstown, Stratford. Success, Wentworth's Location
Claremont	Acworth, Canaan, Charlestown, Claremont, Cornish, Croydon, Dorchester, Enfield, Goshen, Grafton, Grantham, Hanover, Langdon, Lebanon, Lempster, Lyme, New London, Newbury, Newport, Orange, Orford, Piermont, Plainfield, Springfield, Sunapee, Sutton, Unity, Washington, Wentworth, Wilmot
Concord	Allenstown, Andover, Antrim, Barnstead, Bennington, Boscawen, Bow, Bradford, Canterbury, Chichester, Concord, Danbury, Dunbarton, Epsom, Franklin, Henniker, Hillsborough Hopkinton, Loudon, Pembroke, Pittsfield, Salisbury, Warner, Webster, Windsor
Conway	Albany, Bartlett, Chatham, Conway, East Conway. Eaton, Effingham, Freedom, Glen, Hale's Location, Hart's Location, Intervale, Jackson, Kearsarge. Madison, North Conway. Ossipee, Redstone, Tamworth, Wolfeboro
Keene	Alstead, Chesterfield, Dublin, Fitzwilliam, Gilsum, Hancock, Harrisville, Hinsdale, Jaffrey, Keene, Marlborough, Marlow, Nelson, Peterborough, Richmond, Rindge, Roxbury. Sharon, Stoddard, Sullivan, Surry. Swanzey. Troy, Walpole, Westmoreland, Winchester
Laconia	Alexandria, Alton, Ashland, Belmont, Bridgewater, Bristol, Campton, Center Harbor, Ellsworth, Gilford, Gilmanton, Groton, Hebron, Hill, Holderness, Laconia, Meredith, Moultonborough, New Hampton, Northfield, Plymouth, Rumney, Sanbornton, Sandwich, Tilton, Tuftonboro
Littleton	Bath, Benton, Bethlehem, Carroll, Dalton, Easton, Franconia, Haverhill, Jefferson, Lancaster, Landaff, Lincoln, Lisbon, Littleton, Livermore, Lyman, Monroe, Sugar Hill, Thornton, Warren Waterville Valley, Whitefield, Woodstock
Manchester	Auburn, Bedford, Candia, Chester, Deerfield, Deering, Francestown, Goffstown, Hooksett, Londonderry, Manchester, New Boston, Raymond, Weare

Nashua	Amherst, Brookline, Greenfield, Greenville, Hollis, Hudson, Litchfield, Lyndeborough, Mason, Merrimack, Milford, Mont Vernon, Nashua, New Ipswich, Temple, Wilton
Portsmouth	Brentwood, Epping Exeter, Fremont, Greenland, Hampton, Hampton Falls, Kensington, New Castle, Newington, North Hampton, Portsmouth, Rye, Seabrook, South Hampton, Stratham
Salem	Atkinson, Danville, Derry, East Kingston, Hampstead, Kingston, Newton, Pelham, Plaistow, Salem, Sandown, Windham
Somersworth	Barrington, Brookfield, Dover, Durham, Farmington, Gonic, Lee, Madbury, Minddleton, Milton, Milton Mills, New Durham, Newfields, Newmarket, Northwood, Nottingham, Rochester, Rollinsford,. Somersworth, Strafford, Union, Wakefield

Appendix C: NH Workforce Plan

NH Works Combined State Plan 2022-2024

The 2020-2024 revised NH Combined State Workforce Plan is available at:

<https://www.nhworks.org/wp-content/uploads/2022/12/NH-WIOA-Combined-State-Plan-2022-2024-modifications-published.pdf>

Goal 1: Promote services available through the talent development system to support businesses and individuals.

Strategy 1.1: Employ proven strategies for marketing and outreach that target audiences (e.g. small and medium-sized businesses, sector-specific stakeholders, long-term unemployed individuals, underemployed individuals, youth, etc.)

Strategy 1.2: Work with community-based organizations, libraries, schools, and partners' networks to promote services of NH works and its partners to individuals and youth.

Goal 2: Enhance the talent development system by focusing on system advocacy and partner collaboration and communication.

Strategy 2.1: Identify and define workforce development policy priorities for which the State Innovation Workforce Board can advocate amount State decision makers (i.e. workforce housing, transportation, benefits cliff, etc.)

Goal 3: Support a demand-driven talent development systems that bases strategies, services, and investments on a data-informed approach that anticipates the needs of businesses.

Strategy 3.1: Leverage current industry-driven sector partnerships throughout the state and support their expansion.

Strategy 3.2: Continue the collaborative business services strategies by engaging additional partners and formalizing information sharing protocols.

Strategy 3.3: Engage locally with economic development to ensure the systems are aligned and operate from an up-to-date understanding of in-demand sectors and occupations with regular sector analysis at the state and local levels.

Strategy 3.4: Provide the talent development system with data analytics that provide in-depth analysis of national, state, and local labor market information.

Strategy 3.5: Explore ways to collect data that would allow for tracking metrics that currently do not exist (e.g. non-degree credential attainment).

Goal 4: Create a talent development system that leverages talent attraction, retention and development strategies.

Strategy 4.1: Work with the network of state's community colleges and other post-secondary education institutions to expand best practices related to flexible, business-driven training and education.

Strategy 4.2: Work with public and private K-12 education, career and technical education, adult education, post-secondary education, and business to promote career pathways for in-demand sectors and occupations to students in the talent pipeline

Strategy 4.3: Coordinate with other state agency and partners to support talent attraction and retention actions including advocacy, resource dedication, subject matter expertise, etc.

Strategy 4.4: Develop an inclusive talent pipeline by creating targeted strategies for working with under-represented populations, such as seniors, veterans, immigrants, refugees, etc.

Goals 5: Provide and improve access to work-and-learn opportunities that are aligned with business and industry needs including the development of career pathways.

Strategy 5.1: Expand the infrastructure for businesses and individuals to pursue work-based learning opportunities along the full spectrum of options (internships, apprenticeship, work experiences, etc.)

- A:** Map the existing resources and assets to support work-based learning in New Hampshire
- B.** Continue to assess business interest in work-based learning and the ideal engagement strategies from the businesses' perspectives
- C.** Determine the most appropriate way(s) to link resources from various programs and partners to offer full spectrum of work-based learning opportunities

Strategy 5.2: Simplify process and procedures for businesses and individuals to navigate the workforce development system by simplifying language and avoiding acronyms and “system lingo” and streamlining access to work-and-learn opportunities and other system services. The workforce system can be complex, complicated, and thus difficult for businesses and individuals to access. In order to maximize the services provided, we need to move toward a system that more clearly and concisely aligns services to customer needs.

Strategy 5.3: Ensure career pathways include opportunities to develop foundational skills

- A.** Maintain adult education as an entry-point to career pathways for individuals who have not previously earned their high school diploma or the equivalent
- B.** Utilize WorkReadyNH and/or similar programs for individuals in need of soft skill/employability skill development
- C.** Continue the expansion of sector-based industry specific training credentials.

Appendix D: Data Privacy and Protection Policy

See separate document.

Appendix E: WIOA Glossary

See separate document.

Appendix F: Funding Formula Explanation

The Regional funding formula has four (4) components.

Regional Funding Summary for FY24

	Base Funding for all programs	Allocation based on percent of potential students based on US Census Data	Allocation based on Average FTE FY20 - FY23 Served	Rural based on USDA Eligibility Map	Estimated FY24 Regional Total
Berlin	\$ 60,000.00	\$ 33,500.54	\$ 6,540.28	\$ 15,000.00	\$ 115,040.83
Claremont	\$ 60,000.00	\$ 91,386.60	\$ 24,577.58	\$ 15,000.00	\$ 190,964.18
Concord	\$ 60,000.00	\$ 122,235.55	\$ 80,441.30		\$ 262,676.85
Conway	\$ 60,000.00	\$ 24,450.49	\$ 9,887.92	\$ 15,000.00	\$ 109,338.41
Keene	\$ 60,000.00	\$ 63,736.77	\$ 21,401.49		\$ 145,138.26
Laconia	\$ 60,000.00	\$ 61,327.38	\$ 11,767.01	\$ 15,000.00	\$ 148,094.39
Littleton	\$ 60,000.00	\$ 34,380.85	\$ 4,092.89	\$ 15,000.00	\$ 113,473.74
Manchester	\$ 60,000.00	\$ 372,734.04	\$ 183,420.80		\$ 616,154.85
Nashua	\$ 60,000.00	\$ 234,101.37	\$ 232,736.08		\$ 526,837.45
Portsmouth	\$ 60,000.00	\$ 59,519.56	\$ 57,183.46		\$ 176,703.02
Salem	\$ 60,000.00	\$ 44,938.66	\$ 30,102.09		\$ 135,040.75
Somersworth	\$ 60,000.00	\$ 157,688.19	\$ 78,457.80		\$ 296,145.99
Corrections	\$ 60,000.00		\$ 9,391.29		\$ 69,391.29
Statewide	\$ 60,000.00	\$ 30,000.00		\$ 10,000.00	\$ 100,000.00
Totals	\$ 840,000.00	\$ 1,300,000.00	\$ 750,000.00	\$ 75,000.00	\$ 3,005,000.00

Part 1 – Base Funding

In order to ensure sufficient funding for each Region, all Regions will receive a base funding allocation of \$60,000.00.

**Funding based on
Percentage of Individuals with Barriers to
Employment in each region
\$1,300,000**

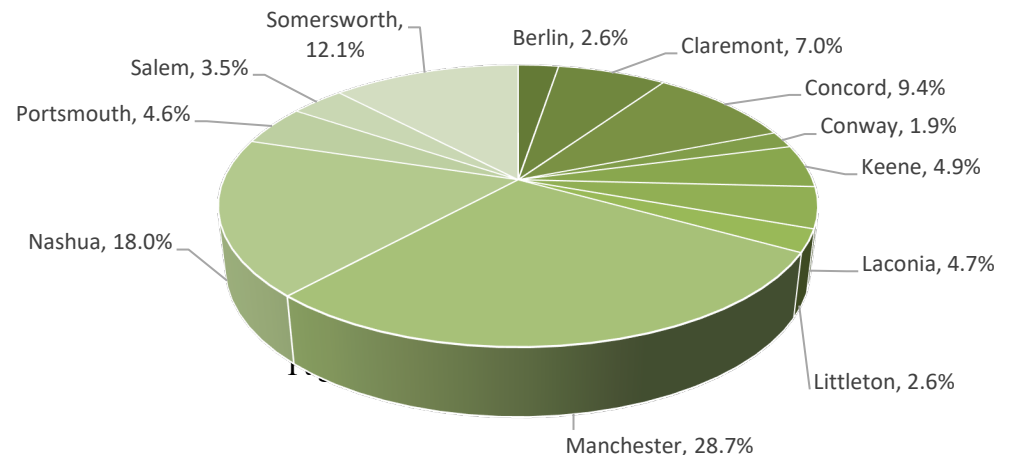
- Total Region Population - Compiled from each town in the regional catchment area on American Community Survey 2021 5 Yr Estimate Table S1501
- No HSE/HSE – Compiled from each town in the regional catchment area on American Community Survey 2021 5 Yr Estimate Table S1501
 - This is the total sum of the following educational Attainment categories
 - Age 18 – 24 with Less than 9th grade education
 - Age 18 – 24 with 9th - 12th grade, no diploma
 - Age 25 and over with less than 9th grade education
 - Age 25 and over with 9th – 12th grade, no diploma
- Living in Poverty – Compiled from Poverty Rate for each town in the regional catchment area on American Community Survey 2021 5 Yr Estimate Table S1701
- Unemployed – Compiled from Unemployment Rates published in Granite Stats from NH Employment Security for November, 2022
- Limited English Households – Compiled from Percent of Limited English Speaking Households on American Community Survey 2021 5 Yr Estimate Table S0601
- Total # of Barriers to Employment – Sum of No HSE/HSD, Living in Poverty, Unemployed, Limited English Households.

RFP BAF-2023-001

Part 2 – Funding based on Percent of Potential Participants

The Workforce Innovation & Opportunity Act requires that adult education programs serve a targeted population including individuals without a high school credential, low-income, unemployed and those with limited English skills.

	Total Region Population	No HSE/HSD	Living in Poverty	Unemployed	Limited English Households	Total # of Barriers to Employment
Berlin	12,016	1,457	1,531	270	271	3,529
Claremont	38,927	2,774	5,504	790	560	9,628
Concord	55,919	4,326	5,427	1,238	1,887	12,878
Conway	10,162	472	1,617	480	7	2,576
Keene	29,968	1,878	3,807	823	207	6,715
Laconia	25,540	1,971	3,498	774	218	6,461
Littleton	11,783	1,294	1,930	315	83	3,622
Manchester	122,703	11,385	15,932	2,870	9,083	39,270
Nashua	92,064	6,942	8,581	2,708	6,433	24,664
Portsmouth	40,502	1,870	2,862	1,065	473	6,270
Salem	18,542	1,382	1,934	1,159	259	4,734
Somersworth	82,086	4,793	8,492	1,562	1,766	16,613
Undesignated Areas	571,348	33,718	37,314	14,054	5,427	81,836
Total	1,111,560	74,262	98,429	19,431	21,250	136,963



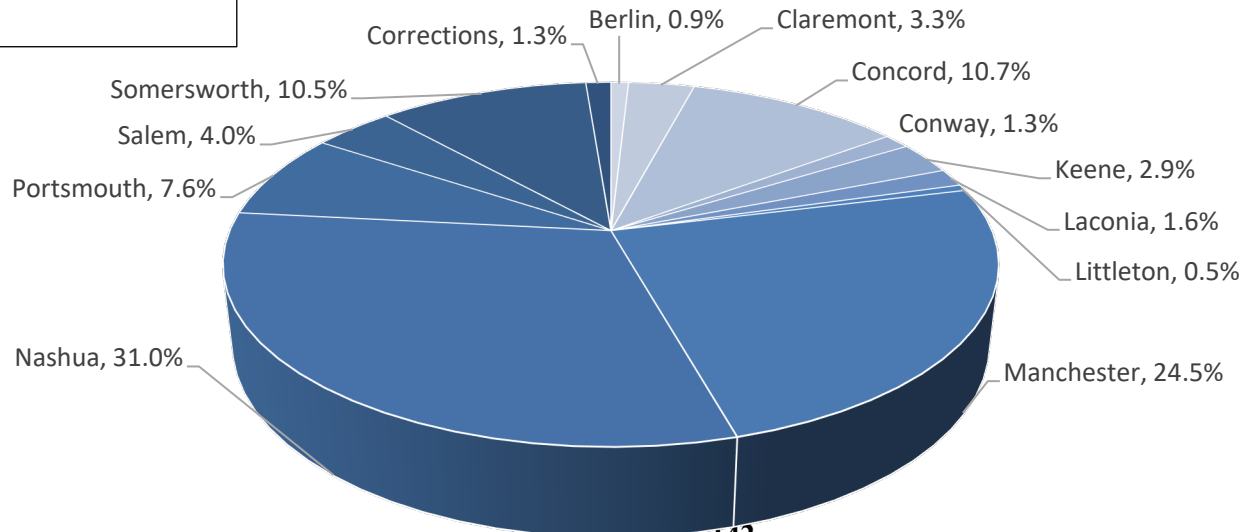
Part 3 – Funding based on Previously Served Participants

A portion of funding is based on the average number of full-time equivalents served in the last 3.5 years (FY20, FY21, FY22 and FY23 Q1 and Q2 only). The average is

Funding based on Average Full-Time Equivalents FY20 – FY23 \$750,000

- Total Instructional Hours for the region
- FTE – Total Instructional Hours divided by 60
 - Based on the average number of instructional hours per student in 2019-2020
 - This is also aligned with the recommendation of 40-60 hours between pre- and post-testing
- Each Full-Time Equivalent is valued at \$279.87
 - Based on average of 2679.82 Statewide FTEs

	FY23 YTD	FY22	FY21	FY20	Average
Berlin	11.79	27.61	22.98	19.42	23.37
Claremont	32.27	81.75	76.12	117.22	87.82
Concord	70.32	194.12	208.45	533.09	287.42
Conway	22.62	64.58	18.01	18.45	35.33
Keene	35.13	89.60	76.69	66.22	76.47
Laconia	27.34	37.89	29.29	52.64	42.04
Littleton	4.10	18.55	5.48	23.06	14.62
Manchester	351.16	569.66	408.64	964.38	655.38
Nashua	285.40	647.90	606.58	1370.68	831.59
Portsmouth	71.12	134.78	142.85	366.37	204.32
Salem	56.46	108.73	107.60	103.67	107.56
Somersworth	123.61	230.00	155.17	472.41	280.34
Corrections	12.33	16.20	57.51	31.40	33.56
Totals	1103.64	2221.36	1915.35	4139.01	2679.82



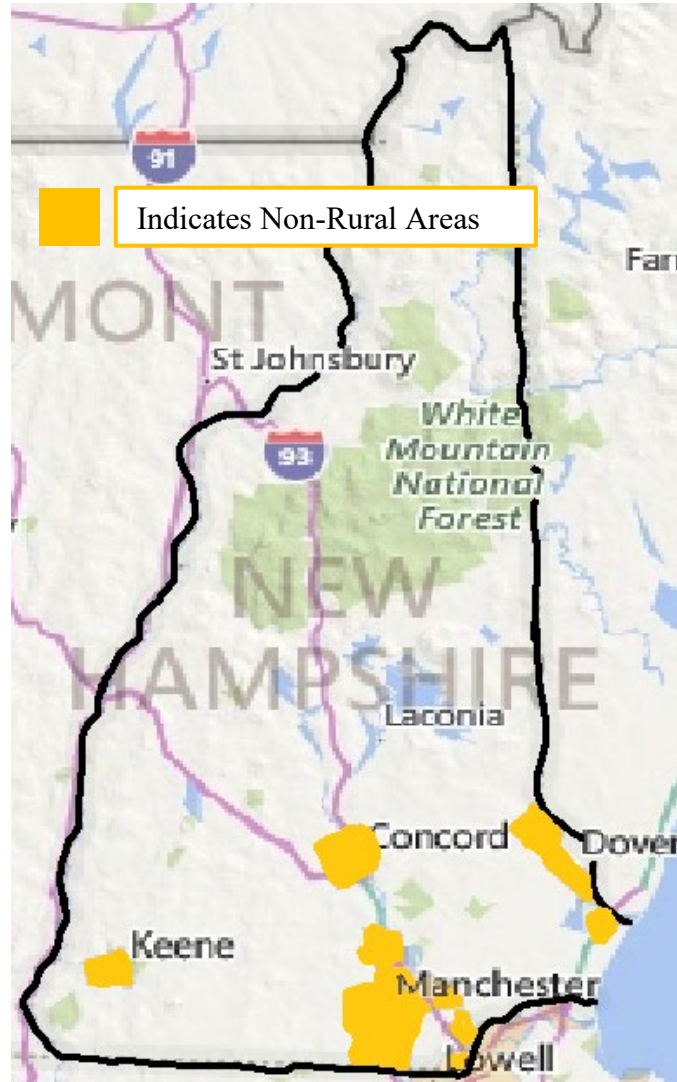
Part 4 – Funding based on Rural Designation

It is acknowledged that operating a program in rural areas is more expensive, especially those which have a larger geographic catchment area.

**Funding based on Rural Areas
\$85,000**

- Based on the USDA Rural Development Map as areas with no more than 10,000 residents:
 - Five regions identified
 - Each regions receives an additional \$15,000

	Rural Areas
Berlin	\$15,000
Claremont	\$15,000
Concord	
Conway	\$15,000
Keene	
Laconia	\$15,000
Littleton	\$15,000
Manchester	
Nashua	
Portsmouth	
Salem	
Somersworth	
Corrections	
Statewide Program	\$10,000
Totals	\$85,000



Retrieved on 1/11/2023:
<https://eligitivn.sc.gov/usda.gov/eligitivn/welcomeAction.do;jsessionid=60N067HUa2-1-77baELs-XgI>

Appendix G: NH Terms and Conditions (P-37)

The following is provided for reference only. The actual Standard Contract Form will not be executed until a contract has been negotiated.

FORM NUMBER P-37 (version 11/7/2019)

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 <small>Date:</small>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <small>Date:</small>		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> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ 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 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds 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 provide 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.

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

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

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

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, 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 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than 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.

Sample P-37

Attachment 1: Demonstrated Effectiveness

See separate document.

Attachment 2: Adult Education and Literacy Application

See separate document.

Attachment 2A: Adult Education & Literacy Application including Corrections Education

Use this application for the following applicants:

1. If you are a correctional institution applying to administer an AEL program.
2. If you are an adult education program, school district, community-based organization, faith-based organization, volunteer literacy program, institution of higher education, a public or private nonprofit agency, a library, a public housing authority, a consortium or coalition of agencies or a partnership between an employer and any of the above entities who is proposing to provide adult education and literacy activities within a correctional facility.

Attachment 2B: Adult Education & Literacy Application for Statewide Programming

Use this application if your proposal is for a Statewide Online Adult Education & Literacy program.

Attachment 3: AEL Budget Worksheets

See separate document.

Attachment 4: Required Documentation for Proposals

The following are examples of the required documents that must be submitted with the proposal.

1. From [Section 8](#) Contract Terms and Award
 - A statement that the organization submitting the proposal will accept the terms and conditions of the State of New Hampshire's standard Contract Agreement/General Provision as shown in [Appendix G](#).
 - A [form for acceptance](#) is available in this section.
2. From [Section 7.11](#) Special Provisions
 - A statement that the organization will comply with the provisions of the US Code of Federal Regulations and the Uniform Administrative Non-Profit Organizations, if applicable.
 - A [form is available](#) in this section.
3. From [Section 5.3.1](#) Organizational Capacity/Vendor Experience
 - Job descriptions for key program staff
 - Resumes for key program staff
 - More information on staffing requirements is available in [Section 3.4.8](#).
4. From [Section 5.3.3](#) Coordination with Other Community Organizations
 - Three (3) letters of reference from past students and/or collaborating agencies that speak to the organization's ability to provide the services described in the RFP.
5. From [Section 5.3.4](#) Audited Financial Records
 - The organization must provide evidence of financial stability either through a narrative description of appropriated funds through a district budget process of a public entity or through audited financial records.
6. From [Section 3.5.2](#), For Corrections Option ONLY
 - If the Applicant is **NOT** the correctional facility, an agreement or Memorandum of Understanding must be provided as an attachment to the Proposal to ensure access to and the cooperation of the facility management.
 -
7. From [Section 5.8.3](#), For IELCE Option Only
 - If the Applicant chooses to have an articulation agreement with another IET or IELCE program to meet the requirement for the Integrated Education and Training activity. Please provide a draft of the articulation agreement.

STATEMENT of ACCEPTANCE of Terms and Conditions

The organization will accept the terms and conditions of the State of New Hampshire's standard Contract Agreement/General Provisions (Form P-37).

Superintendent of Schools or
Chief Officer of Agency: _____
Signature

Local Director of Project: _____
Signature

Date Signed: _____

STATEMENT of ACCEPTANCE of Special Provisions

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.”

Superintendent of Schools or
Chief Officer of Agency: _____
Signature

Local Director of Project: _____
Signature

Date Signed: _____

Attachment 5: Required Documentation in the Event of Contract Execution

Please do not submit this documentation with the proposal.

The following documentation will be required if the application is accepted by the State Agency after final negotiations are complete.

1. Form P-37
 - See [Appendix G](#) for an example
2. 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.
 - See example in this section
3. Certificate of Insurance
 - If a certificate of insurance is already on file with the NH Department of Education, please document this information in the attachments.
 - Specific requirements can be found in [Section 7.10](#).
4. 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, Bureau of Adult Education. This can be a record of a vote from the Board of Directors/School Board or a Certificate of Authority form.
5. Governing Board list
 - A Board of Directors or School Board list
6. US Department of Education General Education Provisions Act (GEPA)
 - The organization must provide a GEPA attestation.
 - Examples of the Notice to Applicants and Attestation Form are available in this section.
7. Buy American Statement
 - This statement is provided in accordance with Section 502 of the Workforce Innovation and Opportunity Act of 2014.
8. NH Department of Education Exhibits D – H
 - The following Exhibits are required for any contract with the NH Department of Education
 - [Exhibit D](#) – Contractor Obligations
 - [Exhibit E](#) – Federal Barment and Suspension
 - [Exhibit F](#) – Anti-Lobbying
 - [Exhibit G](#) – Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

9. General Assurances

- The NH Department of Education requires a signature from all local education agencies and organizations that receive federal funds through the Department on the General Assurances.
 - [For LEAs \(Local Education Agencies\)](#)
 - [For Reporting Agencies \(Non-Profit Organizations\)](#)

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that [REDACTED] is a New Hampshire trade name registered on March 29, 2007 and that [REDACTED] INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fee required by law.

Sample Certificate of Good Standing



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of April, A.D. 2015

William Gardner

William M. Gardner
Secretary of State



JOHNSNO-01 DMEANEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mason & Mason Technology Insurance Services, Inc.
458 South Ave.
Whitman, MA 02382

CONTACT NAME: **Judy Yeary**
PHONE (A/C, No. Ext): **(781) 447-5531** FAX (A/C, No.): **(781) 447-7230**
E-MAIL ADDRESS: **info@masoninsure.com**

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: **Federal Insurance Company** 20281
INSURER B: **Executive Risk Indemnity** 181
INSURER C:
INSURER D:
INSURER E:
INSURER F:



COVERAGES CERTIFICATE NUMBER: REVISION:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDL. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXPI. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		35873320	09/09/2015	09/09/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO <input type="checkbox"/> JECY <input checked="" type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73546634	09/09/2015	09/09/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		73546634	09/09/2015	09/09/2016	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	71733182	09/09/2015	09/09/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> O/HER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> ERRORS & OMISSIONS		82120859	09/09/2015	09/09/2016	EACH OCC/GEN AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> DIRECTORS & OFFICERS		81595534	11/09/2014	11/09/2015	EACH OCC/GEN AGG \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
It is understood and agreed that NH Department of Health and Human Services is included as an additional insured as respects general liability as required by contract per the terms and conditions of the policy.

CERTIFICATE HOLDER
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

Certificate of Authority # 1

(Corporation or LLC - Non-specific, open-ended)

Corporate Resolution

I, _____, hereby certify that I am duly elected _____ Secretary of
(Name)
_____. I hereby certify the following is a copy of a vote taken at
(Name of Corporation or LLC)
a meeting of the Board of Directors/shareholders, duly (all) and held on _____, 20__
at which a quorum of the Directors/shareholders (all) present and voting.

VOTED: That _____ (may list more than one person) is
(Name of Person)
duly authorized to execute all contracts or agreements on behalf of

(Name of Corporation or LLC)
with the State of New Hampshire and any of
its agencies or departments and further is authorized to execute any
instruments which may in his/her judgment be desirable or necessary to effect
the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full
force and effect as of the date of the contract to which this certificate is attached. I further
certify that it is understood that the State of New Hampshire will rely on this certificate as
evidence that the person(s) listed above currently occupy the position(s) indicated and that
they have full authority to bind the corporation. To the extent that there are any limits on the
authority of any listed individual to bind the corporation in contracts with the State of New
Hampshire, all such limitations are expressly stated herein.

DATED: _____ **ATTEST:** _____
(Name & Title)

Certificate of Authority

I, John Doe, Clerk/Secretary of ABC Inc. do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete copy(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on March 15, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: ABC, Inc. will enter into a contract with the NH Department of Education to provide ~~educational~~ and training services to out of school youth. This resolution shall remain in effect until specifically rescinded.

That: ABC, Inc. Board of Directors has named Jane Doe as having authority to ~~execute~~ contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted by a (shareholder)(organizational) meeting on 20
- (5) The foregoing resolution(s) and by-law are in full force and effect, ~~unamended~~, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Jane Doe President
Jane Doe CEO
John Smith Vice President
John Doe Secretary
John Doe Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this _____ day of _____, 20____.

(Affix Corporate Seal if any)

Clerk/Secretary

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF _____

On _____, 20____, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

~~In witness whereof I hereunto set my hand and official seal.~~

Notary Public/Justice of the Peace

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about the following provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single

narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

- 1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.
- 2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.
- 3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.
- 4) An applicant that proposes a project to increase school safety might describe the special efforts it will take to address concern of lesbian, gay, bisexual, and transgender students, and efforts to reach out to and involve the families of LGBT students

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382). Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email ICDocketMgr@ed.gov and reference the OMB Control Number 1894-0005.

**GENERAL EDUCATION PROVISIONS ACT (GEPA) Sec. 427 Attestation –
WORKFORCE INVESTMENT ACT, TITLE II – ADULT EDUCATION AND FAMILY
LITERACY**

This attestation outlines the steps that _____ will ensure be taken
(Applicant)
should the Adult Education application be funded.

The purpose of this requirement is to assist the United States Department of Education in implementing its mission to ensure equal access to education and to promote educational excellence.

If funded, the following steps will be taken to ensure equitable access to and equitable participation in the project or activity to be conducted with federal adult education assistance by addressing the access needs of students, teachers, and other program beneficiaries in order to overcome barriers to equitable participation, including barriers based on gender, race, color, national origin, disability and age.

The Act highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, determine whether these or other barriers may prevent students, teachers, etc., from such access or participation in the federally-funded project or activity. Please describe the steps to be taken to comply with the GEPA requirements.

Project Director: (Name and Title) _____

Signature of Project Director: _____ Date: _____

Buy American Act

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

This statement is provided in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

Sample Only

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, or 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.

Sample Only

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.

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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/sfllin.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.

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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.

Sample Only



Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

March 27, 2019

TO: Superintendents

FROM: Timothy Carney, Administrator
Bureau of Federal Compliance

SUBJECT: General Assurances FY 2020

The New Hampshire Department of Education (NHDOE) has developed the attached "General Assurances, Requirements and Definitions for Participation in Federal Programs" document that must be signed by all agencies and organizations that receive federal funds through the NHDOE. The federally funded education programs which flow through the NHDOE require each applicant to file certain assurances. Some of these assurances apply to all programs and are therefore, considered "general assurances."

The submission of general assurances is required by:

- Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
- Applicable federal statutes.
- Applicable regulations of other federal agencies.

The NHDOE has consolidated the general assurances into one document which also now includes requirements and definitions in an effort to provide more guidance relative to implementation of the underlying assurances. NHDOE requests an annual submission for all of your Local Education Agencies (LEA's). This will simplify the collection of assurances and facilitate the requirement that the NHDOE Commissioner of Education certify to the Secretary of Education the status of all LEAs. In New Hampshire both School Districts and School Administrative Units (SAUs) are considered

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General Assurances FY 2020
March 27, 2019
Page 2

LEA's. Individual program policy establishes which of these two entities may apply for federal funds. As such, both the Superintendent and the local School Board Chairperson are required to sign the certifications of the attached document.

I am requesting that you and the local School Board complete the certifications at the end of the enclosed general assurance document; initial each page in the spaces provided and return it in full to the attention of the Bureau of Federal Compliance. That office will notify the directors of all NHDOE programs approving federal funds to LEA's when they have received your assurances. The directors of the various federal programs are not to request additional copies from you, but to accept the Bureau of Federal Compliance list as the basis for determining compliance with these requirements as one item in their approval of proposals for funding. Other program specific assurances will still be requested from the LEA's by individual NHDOE programs.

Compliance with these general assurances will be subject to review by NHDOE staff during on-site federal compliance monitoring. Annual audits by CPA's in accordance with the Single Audit Act may also include compliance checks.

On the Certification page, please include the name and number of the SAU office and the name of the School District which will be applying for funds, both certifying parties are asked to execute the document, and return to the NHDOE Bureau of Federal Compliance office no later than **June 30, 2019**.

Thank you for your assistance with this initiative. This process should make it less difficult for all of us to access and use the federal funds for the purposes designated.

If you should have any questions regarding these general assurances, please contact Timothy Carney, Administrator of the Bureau of Federal Compliance at Timothy.Carney@doe.nh.gov or at 603-271-2634.

New Hampshire Department of Education

FY2020

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GENERAL ASSURANCES, REQUIREMENTS AND DEFINITIONS FOR PARTICIPATION IN FEDERAL PROGRAMS

Subrecipients of any Federal grant funds provided through the New Hampshire Department of Education (NHDOE) must submit a signed copy of this document to the NHDOE Bureau of Federal Compliance prior to any grant application being deemed to be “substantially approvable”. Once a grant is deemed to be in substantially approvable form, the subrecipient may begin to obligate funds which will be reimbursed upon final approval of the application by the NHDOE (34 CFR 708).

Any funds obligated by the subrecipient prior to the application being in substantially approvable form will not be reimbursable even upon final approval of the application by the NHDOE.

This FY2020 general assurances document contains some differences from the FY2019 general assurances document. You are encouraged to do a side by side comparison of the two documents so that you thoroughly understand the requirements to which you are agreeing.

Following your review and acceptance of these General Assurances, Requirements and Definitions for Participation in Federal Programs please sign the certification statement on the appropriate page and then initial each of the remaining pages where indicated.

Please note that the practice of the School Board authorizing the Superintendent to sign on behalf of the School Board Chair is not acceptable to the NHDOE in this case and will be considered non-responsive.

Once the document is fully executed, you may either email or mail a copy of the entire document to:

Timothy Carney
New Hampshire Department of Education
Bureau of Federal Compliance
101 Pleasant Street
Concord, NH 03301
Timothy.Carney@doe.nh.gov

Should you have any questions please contact Timothy Carney at 603-271-2634 or Lindsey Scribner at 603-271-3837.

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General Assurances, Requirements and Definitions for Participation in Federal Programs

A. General Assurances

Assurance is hereby given by the subrecipient that, to the extent applicable:

- 1) The subrecipient has the legal authority to apply for the federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay non-federal share of project costs, as applicable) to ensure proper planning, management, and completion of the project described in all applications submitted.
- 2) The subrecipient will give the awarding agency, the NHDOE, the Comptroller General of the United States and, if appropriate, other State Agencies, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3) The subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4) The subrecipient will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 5) The subrecipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
 - (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

New Hampshire Department of Education – FY20
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Initials of Superintendent: _____
Initials of School Board Chair: _____

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- 6) The subrecipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- 7) The subrecipient will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. The subrecipient further assures that no federally appropriated funds have been paid or will be paid by or on behalf of the subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- 8) The subrecipient will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported in whole or in part with federal funds.
- 9) The subrecipient will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported in whole or in part with federal funds.
- 10) The subrecipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 11) The subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing all program(s).
- 12) The subrecipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR 200, Subpart F, "Audit Requirements," as applicable.
- 13) The recipient will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.
- 14) The control of funds provided to the subrecipient under each program, and title to property acquired with those funds, will be in a public agency, and a public agency will administer those funds and property.
- 15) Personnel funded from federal grants and their subcontractors will adhere to the prohibition from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the US Department of Education).

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- 16) The subrecipient assures that is will adhere to the Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P.L. 107-110, section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P.L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P.L. 107-110, section 4303[e][1]).
- 17) The subrecipient will comply with the Stevens Amendment.
- 18) The subrecipient will submit such reports to the NHDOE and to U.S. governmental agencies as may reasonably be required to enable the NHDOE and U.S. governmental agencies to perform their duties. The recipient will maintain such fiscal and programmatic records, including those required under 20 U.S.C. 1234f, and will provide access to those records, as necessary, for those Departments/agencies to perform their duties.
- 19) The subrecipient will assure that all applications submitted for project/grant funding are proper and in accordance with the terms and conditions of the applications, the official who is authorized to legally bind the recipient agency/organization agrees to the following certification.

"By signing this General Assurances, Requirements and Definitions for Participation in Federal Programs Document, I certify to the best of my knowledge and belief that all applications submitted are true, complete, and accurate, for the purposes and objectives set forth in the application, I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal or administrative penalties for false statements, false claims or otherwise."

- 20) The subrecipient will assure that expenditures reported are proper and in accordance with the terms and conditions of any project/grant funding, the official who is authorized to legally bind the agency/organization agrees to the following certification for all fiscal reports and/or vouchers requesting payment.

"By signing this General Assurances, Requirements and Definitions for Participation in Federal Programs Document, I certify to the best of my knowledge and belief that the reports submitted are true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Project 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."

- 21) The subrecipient will provide reasonable opportunities for systematic consultation with and participation of teachers, parents, and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
- 22) The subrecipient shall assure that any application, evaluation, periodic program plan, or report relating to each program will be made readily available to parents and other members of the general public upon request.

Sample Only

- 23) The subrecipient has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program, significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects. Such procedures shall ensure compliance with applicable federal laws and requirements.
- 24) The subrecipient will comply with the requirements of the Gun-Free Schools Act of 1994.
- 25) The subrecipient will submit a fully executed and accurate Single Audit Certification form to the NHDOE not later than March 31, 2020. The worksheet will be provided to each subrecipient by the NHDOE.
- 26) The subrecipient shall comply with the restrictions of New Hampshire RSA 15:5.
- 27) The subrecipient will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Non-procurement).
- 28) The subrecipient certifies that it will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988.
- 29) The recipient will adhere to the requirements of Title 20 USC 7197 relative to the Transfer of Disciplinary Records.

B. Explanation of Grants Management Requirements

The following section elaborate on certain requirements included in legislation or regulations referred to in the "General Assurances" section. This section also explains the broad requirements that apply to federal program funds.

I. Financial Management Systems

Financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.

Specifically, the financial management system must be able to:

- a) Identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and name of the pass-through entity, if any.
- b) Provide accurate, current, and complete disclosure of the financial results of each federal award or program.
- c) Produce records that identify adequately the source and application of funds for federally funded activities.
- d) Maintain effective control over, and accountability for, all funds, property, and other assets. The subrecipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

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- e) Generate comparisons of expenditures with budget amounts for each federal award.

2. Written Policies and Procedures

The subrecipient must have written policies and procedures for:

- a) Cash Management (2 CFR 200.302(b)(6) & 200.305)
- b) Determining the allowability of costs in accordance with 2 CFR 200 Subpart E—Cost Principles and the terms and conditions of the Federal award. (2 CFR 200.302(b)(7))
- c) Conflict of Interest (2 CFR 200.318(c))
- d) Procurement (2 CFR 200.320)
- e) Method for conducting Technical Evaluations of Proposals and Selecting Recipients (2 CFR 200.320(d)(3) and 200.323)
- f) Suspension and Debarment (2 CFR 200.213)
- g) Travel Policy (2 CFR 200.474(b))
- h) Equipment and Supplies (2 CFR 200.313(d), 200.314)
- i) Time and Effort (2 CFR 200.430(i))
- j) Record Keeping (2 CFR 200.333 and 200.335)

3. Internal Controls

The subrecipient must:

- a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with the guidance outlined in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- c) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- d) Take reasonable measures to safeguard and protect personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the subrecipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- e) Maintain all accounts, records, and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under each approved project in accordance with 2 CFR 200.333.

4. Allowable Costs

In accounting for and expending project/grant funds, the subrecipient may only charge expenditures to the project award if they are;

- a) in payment of obligations incurred during the approved project period;
- b) in conformance with the approved project;
- c) in compliance with all applicable statutes and regulatory provisions;
- d) costs that are allocable to a particular cost objective;
- e) spent only for reasonable and necessary costs of the program; and
- f) not used for general expenses required to carry out other responsibilities of the subrecipient.

Sample Only

5. Audits

This part is applicable for all non-federal entities as defined in 2 CFR 200, Subpart F.

- a) In the event that the subrecipient expends \$750,000 or more in federal awards in its fiscal year, the subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from the NHDOE. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200, Subpart F.
- b) In connection with the audit requirements, the subrecipient shall also fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.
- c) If the subrecipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, is not required. In the event that the subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from subrecipient resources obtained from non-federal entities).

The subrecipient assures it will implement the following audit responsibilities;

- a) Procure or otherwise arrange for the audit required by this part in accordance with auditor selection regulations (2 CFR 200.509), and ensure it is properly performed and submitted nine months after the close of the fiscal year in accordance with report submission regulations (2 CFR 200.512).
- b) Provide the auditor access to personnel, accounts, books, records, supporting documentation, and other information as needed so that the auditor may perform the audit required by this part.
- c) Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with financial statements regulations (2 CFR 200.510).
- d) Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with audit findings follow-up regulations (2 CFR 200.511(b-c)).
- e) Upon request by the NHDOE Bureau of Federal Compliance (BFC), promptly submit a corrective action plan using the NHDOE template provided by the BFC for audit findings related to NHDOE funded programs.
- f) For repeat findings not resolved or only partially resolved, the subrecipient must provide explanation for findings not resolved or only partially resolved to the BFC for findings related to all NHDOE funded programs. The BFC will review the subrecipient's submission and issue an appropriate Management Decision in accordance with 2 CFR 200.521.

6. Reports to be Submitted

Audits/Management Decisions

Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F shall be submitted, by or on behalf of the recipient directly to the following:

- a) The Federal Audit Clearinghouse (FAC) in 2 CFR 200, Subpart F requires the auditee to electronically submit the data collection form described in 200.512(b) and the reporting package described in 200.512(c) to FAC at: [https://harvester.census.gov/facides/\(S\(mqamohbpfj0hmyh1r45p1po1\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(mqamohbpfj0hmyh1r45p1po1))/account/login.aspx)

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Initials of Superintendent: _____
Initials of School Board Chair: _____

Sample Only

Copies of other reports or management decision letter(s) shall be submitted by or on behalf of the subrecipient directly to:

- a) New Hampshire Department of Education
Bureau of Federal Compliance
101 Pleasant Street
Concord, NH 03301
- b) In response to requests by a federal agency, auditees must submit a copy of any management letters issued by the auditor, 2 CFR 200.512(e).

Any other reports, management decision letters, or other information required to be submitted to the NHDOE pursuant to this agreement shall be submitted in a timely manner.

Single Audit Certification

An executed and accurate Single-Audit Certification form shall be submitted to the NHDOE not later than **March 31, 2020**. A copy of the form will be provided to each subrecipient by the NHDOE.

7. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Orders (E.O.) 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined in 2 CFR 180.120, 180.125 and 180.200, no contract shall be made to parties identified on the General Services Administration's *Excluded Parties List System* as excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences – for example, disallowance of cost, termination of project, or debarment.

To assure that this requirement is met, there are four options for obtaining satisfaction that subrecipients and contractors are not suspended, debarred, or disqualified. They are:

The subrecipient certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal Department or agency.
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement; theft, forgery, bribery, falsification, or destruction of records; making false statements; or receiving stolen property.
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this certification.

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- d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the subrecipient is unable to certify to any of the statements in this certification, they shall attach an explanation to this document.

8. Drug-Free Workplace (Grantees Other Than Individual)

As required by the Drug-Free Workplace Act of 1988 and implemented in 34 CFR 84.200 and 84.610, the subrecipient certifies that it will continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b) Establishing, as required by 34 CFR 84.215, an ongoing drug-free awareness program to inform employees about:
 - o The dangers of drug abuse in the workplace.
 - o The recipient's policy of maintaining a drug-free workplace.
 - o Any available drug counseling, rehabilitation, and employee assistance programs.
 - o The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c) Requiring that each employee engaged in the performance of the project is given a copy of this statement.
- d) Notifying the employee in the statement that, as a condition of employment under the project, the employee will:
 - o Abide by the terms of the statement.
 - o Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e) Notifying the agency in writing within 10 calendar days after receiving notice of an employee's conviction of a violation of a criminal drug statute in the workplace, as required by 34 CFR 84.205(c)(2), from an employee or otherwise receiving actual notice of employee's conviction. Employers of convicted employees must provide notice, including position title to:

Director, Grants and Contracts Service
U.S. Department of Education
400 Maryland Avenue, S.W. [Room 3124, GSA – Regional Office Building No. 3]
Washington, D.C. 20202-4571

(Notice shall include the identification number[s] of each affected grant).

- f) Taking one of the following actions, as stated in 34 CFR 84.225(b), within 30 calendar days of receiving the required notice with respect to any employee who is convicted of a violation of a criminal drug statute in the workplace.
 - o Taking appropriate personnel action against such an employee, up to and including

Sample Only

- termination consistent with the requirements of the Rehabilitation Act of 1973, as amended.
- o Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

 - g) Making a good-faith effort to maintain a drug-free workplace through implementation of the requirements stated above.

9. EDGAR - Education Department General Administrative Regulations

The federal grant administrative regulations for education (Title 34 CFR Parts 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99), was revised on December 26, 2014, with the implementation of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), and delete 34 CFR Parts 74, 80, and 85 (Part 85 changed to 2 CFR Part 180) and included the deleted regulations into the Uniform Grants Guidance. Both administrative regulations (EDGAR and Uniform Grants Guidance), apply to all federal projects/awards.

10. General Education Provisions Act (GEPA) Requirements - Section 427 (Federal Requirement) Equity for Students, Teachers, and Other Program Beneficiaries

The purpose of Section 427 of GEPA is to ensure equal access to education and to promote educational excellence by ensuring equal opportunities to participate for all eligible students, teachers, and other program beneficiaries in proposed projects, and to promote the ability of such students, teachers, and beneficiaries to meet high standards. Further, when designing their projects, grant applicants must address the special needs and equity concerns that might affect the ability of students, teachers, and other program beneficiaries to participate fully in the proposed project.

Program staff within the NHDOE must ensure that information required by Section 427 of GEPA is included in each application that the Department funds. *(There may be a few cases, such as research grants, in which Section 427 may not be applicable because the projects do not have individual project beneficiaries. Contact the Government Printing Office staff should you believe a situation of this kind exists).*

The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, and age. Based on local circumstances, the applicant can determine whether these or other barriers may prevent participants from access and participation in the federally assisted project, and how the applicant would overcome these barriers.

These descriptions may be provided in a single narrative or, if appropriate, may be described in connection with other related topics in the application. Subrecipients should be asked to state in the table of contents where this requirement is met.

NHDOE program staff members are responsible for screening each application to ensure that the requirements of this section are met before making an award. If this condition is not met, after the application has been selected for funding the program staff should contact the subrecipient to find out why this information is missing. Documentation must be in the project file indicating that this review was completed before the award was made. If an oversight occurred, the program staff may give the applicant another opportunity to satisfy this requirement, but must receive the missing information before making the award, 34 CFR 75.231.

All applicants for new awards must satisfy this provision to receive funding. Those seeking *continuation* awards do not need to submit information beyond the descriptions included in their original applications.

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11. Gun Possession (Local Education Agencies (LEAs) only)

As required by Title XIV, Part F, and Section 14601 (Gun-Free Schools Act of 1994) of the Improving America's Schools Act:

The LEA assures that it shall comply with the provisions of RSA 193:13 III.

RSA 193:13, III. Any pupil who brings or possesses a firearm as defined in section 921 of Title 18 of the United States Code in a safe school zone as defined in RSA 193-D:1 without written authorization from the Superintendent or designee shall be expelled from school by the local school board for a period of not less than 12 months.

The LEA assures that it has adopted a policy, which allows the Superintendent or Chief Administrating officer to modify the expulsion requirement on a case by case basis. RSA 193:13, IV.

The LEA assures that it shall report to the NHDOE in July of each year, a description of the circumstances surrounding any expulsions imposed under RSA 193:13, III and IV including, but not limited to:

- a) The name of the school concerned;
- b) The grade of the student disciplined;
- c) The type of firearm involved;
- d) Whether or not the expulsion was modified, and
- e) If the student was identified as Educationally Disabled.

The LEA assures that it has in effect a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school.

Ed 317.03 Standard for Expulsion by Local School Board.

- a) A school board which expels a pupil under RSA 193:13, II or III, shall state in writing its reasons, including the act leading to expulsion, and shall provide a procedure for review as allowed under RSA 193:13, II.
- b) School boards shall make certain that the pupil has received notice of the requirements of RSA 193-D and RSA 193:13 through announced, posted, or printed school rules.
- c) If a student is subject to expulsion and a firearm is involved, the Superintendent shall contact local law enforcement officials whenever there is any doubt concerning:
 - 1) Whether a firearm is legally licensed under RSA 159; or
 - 2) Whether the firearm is lawfully possessed, as opposed to unlawfully possessed, under the legal definitions of RSA 159.
- d) If a pupil brings or possesses a firearm in a safe school zone without written authorization from the Superintendent, the following shall apply:
 - 1) The Superintendent shall suspend the pupil for a period not to exceed 10 days, pending a hearing by the local board; and
 - 2) The school board shall hold a hearing within 10 days to determine whether the student was in violation of RSA 103:13, III and therefore is subject to expulsion.

12. Lobbying

As required by Section 1352, Title 31, of the U.S. Code, and implemented in 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined in 34 CFR 82.105 and 82.110,

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the applicant certifies that:

- a) No federally appropriated funds have been paid or will be paid by or on behalf of the subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal grants or cooperative agreements, the subrecipient shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

New Hampshire RSA 15:5 - Prohibited Activities.

- I. Except as provided in paragraph II, no recipient of a grant or appropriation of state funds may use the state funds to lobby or attempt to influence legislation, participate in political activity, or contribute funds to any entity engaged in these activities.
- II. Any recipient of a grant or appropriation of state funds that wishes to engage in any of the activities prohibited in paragraph I, or contribute funds to any entity engaged in these activities, shall segregate the state funds in such a manner that such funds are physically and financially separate from any non-state funds that may be used for any of these purposes. Mere bookkeeping separation of the state funds from other moneys shall not be sufficient.

13. Subrecipient Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F, subrecipient monitoring procedures may include, but not be limited to, on-site visits by NHDOE staff, limited scope audits, and/or other procedures. By signing this document, the subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the NHDOE. In the event the NHDOE determines that a limited scope audit of the project recipient is appropriate, the subrecipient agrees to comply with any additional instructions provided by NHDOE staff to the subrecipient regarding such audit.

14. More Restrictive Conditions

Subrecipients found to be in noncompliance with program and/or fund source requirements or determined to be "high risk" shall be subject to the imposition of more restrictive conditions as determined by the NHDOE.

15. Obligations by Subrecipients

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Obligations will be considered to have been incurred by subrecipients on the basis of documentary evidence of binding commitments for the acquisition of goods or property or for the performance of work, except that funds for personal services, for services performed by public utilities, for travel, and for the rental of facilities shall be considered to have been obligated at the time such services were rendered, such travel was performed, and/or when facilities are used (see 34 CFR 76.707).

16. Participation of Private School Students and Staff in Federal Grants

Students and staff of nonpublic schools shall be given an opportunity for equitable participation in activities or services conducted by school districts using federal funds. Appropriate personnel must be aware of, and consult, program-specific guidelines discussed in the applicable program statute, regulations, and guidance documents.

17. Personnel Costs – Time Distribution

Charges to federal projects for personnel costs, whether treated as direct or indirect costs, are allowable to the extent that they satisfy the specific requirements of 2 CFR 200.430, and will be based on payrolls documented in accordance with generally accepted practices of the subrecipient and approved by a responsible official(s) of the subrecipient.

When employees work solely on a single federal award or cost objective, charges for their salaries and wages must be supported by personnel activity reports (PARs), which are periodic certifications (at least semi-annually) that the employees worked solely on that program for the period covered by the certification. These certifications must be signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee.

When employees work on multiple activities or cost objectives (e.g., more than one federal project, a federal project and a non-federal project, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages will be supported by personnel activity reports or equivalent documents that meet the following standards:

- a) Reflect an after-the-fact distribution of the actual activity of each employee
- b) Account for the total activity for which each employee is compensated
- c) Prepared at least monthly and must coincide with one or more pay period
- d) Signed and dated by the employee

18. Project Effective Dates

For federal programs, funds shall be obligated no earlier than the date the project application was received by the NHDOE and determined to be in substantially approvable form or the effective date of the federal grant award, whichever is later.

All Project/Grant Award Notifications reflect the beginning and ending dates of the project period and the date for submission of the final expenditure report. All conditions stated in the award notification are considered binding on the subrecipient.

19. Protected Prayer in Public Elementary and Secondary Schools

As required in Section 9524 of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by the No Child Left Behind Act of 2001, LEAs must certify annually that they have no policy that prevents or otherwise denies participation in constitutionally protected prayer in public elementary

Sample Only

and secondary schools.

20. Purchasing

All subrecipients must have documented procurement policies and procedures that meet the minimum requirements of federal and state statutes, rules, and regulations. Under the Uniform Administrative Requirements, the procurement standards are located at 2 CFR 200.317 – 200.326.

22. Retention and Access to Records

Requirements related to retention and access to project/grant records, are determined by federal rules and regulations. Federal regulation 2 CFR 200.333, addresses the retention requirements for records that applies to all financial and programmatic records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal or Project award. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Access to records of the subrecipient and the expiration of the right of access is found at 2 CFR 200.336 (a) and (c), which states:

- a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives [including but not limited to the NHDOE] must have the right of access to any documents, papers, or other records of non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

- c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

23. The Stevens Amendment

All federally funded projects must comply with the Stevens Amendment of the Department of Defense Appropriation Act, found in Section 8136, which provides:

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

24. Transfer of Disciplinary Records

Title 20 USC 7197 requires that the State have a procedure to assure that a student's disciplinary records, with respect to suspensions and expulsions, are transferred by the project recipient to any public or private elementary or secondary school where the student is required or chooses to enroll. In New Hampshire, that assurance is statutory and found at RSA 193-D:8.

The relevant portions of the federal and state law appear below.

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- a) **Disciplinary Records** - In accordance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g), not later than 2 years after the date of enactment of this part, each State receiving Federal funds under this Act shall provide an assurance to the Secretary that the State has a procedure in place to facilitate the transfer of disciplinary records, with respect to a suspension or expulsion, by local educational agencies to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school.
- b) **193-D:8 Transfer Records; Notice** – All elementary and secondary educational institutions, including academies, private schools, and public schools, shall upon request of the parent, pupil, or former pupil, furnish a complete school record for the pupil transferring into a new school system. Such record shall include, but not be limited to, records relating to any incidents involving suspension or expulsion, or delinquent or criminal acts, or any incident reports in which the pupil was charged with any act of theft, destruction, or violence in a safe school zone.

B. Definitions

- 1) **Audit finding** - *Audit finding* means deficiencies which the auditor is required by 2 CFR 200.516 Audit findings, paragraph (a) to report in the schedule of findings and questioned costs (2 CFR 200.5).
- 2) **Management decision** - *Management decision* means the evaluation by the Federal awarding agency or pass-through entity of the audit findings and corrective action plan and the issuance of a written decision to the auditee as to what corrective action is necessary (2 CFR 200.66).
- 3) **Obligations** - When used in connection with a non-Federal entity's utilization of funds under a Federal award, *obligations* means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period (2 CFR 200.71).
- 4) **Pass-through entity** - *Pass-through entity* means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200.74).
- 5) **Period of performance** - *Period of performance* means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award.
- 6) **Subaward** - *Subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. (2 CFR 200.92).
- 7) **Subrecipient** - *Subrecipient* means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 CFR 200.93).

Seamless Access

Instructions: The Superintendent, or other Qualifying Administrator, if the School District does not have a Superintendent, (*See* RSA 194-C:5, II) **must** consult with the School Board for the School District by informing said School Board about the District's participation in Federal Programs and the terms and conditions of the General Assurances, Requirements and Definitions for Participation in Federal Programs. The Superintendent or other Qualifying Administrator and the Chair of the School Board **must** sign this certification page (and initial the remaining pages) as described below and return it to the NHDOE. **No payment for project/grant awards will be made by the NHDOE without a fully executed copy of this General Assurances, Requirements and Definitions for Participation in Federal Programs on file.** For further information, contact the NHDOE Bureau of Federal Compliance at (603) 271-2634.

Superintendent or other Qualifying Administrator Certification:

We the undersigned acknowledge that [a] person is guilty of a violation of R.S.A. § 641:3 if [h]e or she makes a written or electronic false statement which he or she does not believe to be true, or pursuant to a form bearing a notification authorized by law to the effect that false statements made therein are punishable; or (b) With a purpose to deceive a public servant in the performance of his or her official function, he or she: (1) Makes any written or electronic false statement which he or she does not believe to be true; or (2) Knowingly creates a false impression in a written application for any pecuniary or other benefit by omitting information necessary to prevent statements therein from being misleading; or (3) Submits or invites reliance on any writing which he or she knows to be lacking in authenticity; or (4) Submits or invites reliance on any sample, specimen, map, boundary mark, or other object which he or she knows to be false.

Accordingly, I, the undersigned official legally authorized to bind the named School District hereby apply for participation in federally funded education programs on behalf of the School District named below. I certify, to the best of my knowledge, that the below School District will adhere to and comply with these General Assurances, Requirements and Definitions for Participation in Federal Programs (pages 1 through 16 inclusive). I further certify, as is evidenced by the Minutes of the School Board/School Administrative Unit Meeting of _____, _____, that I have informed all members of the School Board of the federal funds the District will be receiving and of these General Assurances, Requirements and Definitions for the District's participation in said programs.

SAU Number: _____ School District: _____

Typed Name of Superintendent
Or other Qualifying Administrator

Signature

Date

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Initials of Superintendent: _____
Initials of School Board Chair: _____

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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

March 29, 2019

TO: Chief Administrative/Financial Officer

FROM: Timothy Carney, Administrator
Department of Education

SUBJECT: General Assurances FY 2020

The New Hampshire Department of Education (NHDOE) has developed the attached "General Assurances, Requirements and Definitions for Participation in Federal Programs" document that must be signed by all agencies and organizations that receive federal funds through the NHDOE. The federally funded education programs which flow money through the NHDOE require each applicant to file certain assurances. Some of these assurances apply to all programs and are therefore, considered "general assurances."

The submission of general assurances is required by:

- Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
- Applicable federal statutes.
- Applicable regulations of other federal agencies.

The NHDOE has consolidated the general assurances into one document which also now includes terms and requirements in an effort to provide more guidance relative to implementation of the underlying assurances. NHDOE requests an annual submission for all of your Postsecondary Colleges/Institutions or Reporting Agencies. This will simplify the collection of assurances and facilitate the requirement that the New Hampshire Commissioner of Education certify to the Secretary of Education the status of all applicant agencies.

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General Assurances FY 2020
March 29, 2019

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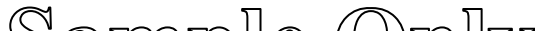
We are requesting that you complete the certifications at the end of the enclosed general assurance document; initial each page in the spaces provided and return it in full to the attention of the Bureau of Federal Compliance. That office will notify the directors of all programs approving federal funds to Postsecondary Colleges/Institutions or Reporting Agencies when they have received your assurances. The directors of the various federal programs are not to request additional copies from you, but to accept the Bureau of Federal Compliance list as the basis for determining compliance with these requirements as one item in their approval of proposals for funding. Other program specific assurances will still be requested by individual NHDOE programs.

Compliance with these general assurances will be subject to review by NHDOE staff during on-site federal compliance monitoring. Annual audits by CPA's in accordance with the Single Audit Act may also include compliance checks.

In the certification section, please include the name of the Postsecondary Colleges/Institutions or Reporting Agency that will be applying for funds. The certifying party is asked to execute the document, and return to the NHDOE Bureau of Federal Compliance office no later than **June 30, 2019**.

Thank you for your assistance with this initiative. This process should make it less difficult for all of us to access and use the federal funds for the purposes designated.

If you should have any questions regarding these general assurances, please contact Timothy Carney, Administrator of the Bureau of Federal Compliance at Timothy.Carney@doe.nh.gov or at 603-271-2634.



New Hampshire Department of Education

FY2020

GENERAL ASSURANCES, REQUIREMENTS AND DEFINITIONS FOR PARTICIPATION IN FEDERAL PROGRAMS DOCUMENT

Subrecipients of any Federal grant funds provided through the New Hampshire Department of Education (NHDOE) must submit a signed copy of this document to the NHDOE Bureau of Federal Compliance prior to any grant application being deemed to be “substantially approvable”. Once a grant is deemed to be in substantially approvable form, the subrecipient may begin to obligate funds which will be reimbursed upon final approval of the application by the NHDOE (34 CFR 708).

Any funds obligated by the subrecipient prior to the application being in substantially approvable form will not be reimbursable even upon final approval of the application by the NHDOE.

This FY2020 general assurances document contains some differences from the FY2019 general assurances document. You are encouraged to do a side by side comparison of the two documents so that you thoroughly understand the requirements to which you are agreeing.

Following your review and acceptance of these General Assurances, Requirements and Definitions for Participation in Federal Programs please sign the certification statement on the appropriate page and then initial each of the remaining pages where indicated.

Please note that the practice of the School Board authorizing the Superintendent to sign on behalf of the School Board Chair is not acceptable to the NHDOE in this case and will be considered non-responsive.

Once the document is fully executed, you may either email or mail a copy of the entire document to:

Timothy Carney
New Hampshire Department of Education
Bureau of Federal Compliance
101 Pleasant Street
Concord, NH 03301
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General Assurances, Requirements and Definitions for Participation in Federal Programs

A. General Assurances

Assurance is hereby given by the subrecipient that, to the extent applicable:

- 1) The subrecipient has the legal authority to apply for the federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay non-federal share of project costs, as applicable) to ensure proper planning, management, and completion of the project described in all applications submitted.
- 2) The subrecipient will give the awarding agency, the NHDOE, the Comptroller General of the United States and, if appropriate, other State Agencies, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3) The subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4) The subrecipient will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 5) The subrecipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
 - (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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- 6) The subrecipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- 7) The subrecipient will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. The subrecipient further assures that no federally appropriated funds have been paid or will be paid by or on behalf of the subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- 8) The subrecipient will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported in whole or in part with federal funds.
- 9) The subrecipient will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported in whole or in part with federal funds.
- 10) The subrecipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 11) The subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing all program(s).
- 12) The subrecipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR 200, Subpart F, "Audit Requirements," as applicable.
- 13) The recipient will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.
- 14) The control of funds provided to the subrecipient under each program, and title to property acquired with those funds, will be in a public agency, and a public agency will administer those funds and property.
- 15) Personnel funded from federal grants and their subcontractors will adhere to the prohibition from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the US Department of Education).

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- 16) The subrecipient assures that is will adhere to the Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P.L. 107-110, section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P.L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P.L. 107-110, section 4303[e][1]).
- 17) The subrecipient will comply with the Stevens Amendment.
- 18) The subrecipient will submit such reports to the NHDOE and to U.S. governmental agencies as may reasonably be required to enable the NHDOE and U.S. governmental agencies to perform their duties. The recipient will maintain such fiscal and programmatic records, including those required under 20 U.S.C. 1234f, and will provide access to those records, as necessary, for those Departments/agencies to perform their duties.
- 19) The subrecipient will assure that all applications submitted for project/grant funding are proper and in accordance with the terms and conditions of the applications, the official who is authorized to legally bind the recipient agency/organization agrees to the following certification.

“By signing this General Assurances, Requirements and Definitions for Participation in Federal Programs Document, I certify to the best of my knowledge and belief that all applications submitted are true, complete, and accurate, for the purposes and objectives set forth in the application, I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal or administrative penalties for false statements, false claims or otherwise.”

- 20) The subrecipient will assure that expenditures reported are proper and in accordance with the terms and conditions of any project/grant funding, the official who is authorized to legally bind the agency/organization agrees to the following certification for all fiscal reports and/or vouchers requesting payment.

“By signing this General Assurances, Requirements and Definitions for Participation in Federal Programs Document, I certify to the best of my knowledge and belief that the reports submitted are true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Project 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.”

- 21) The subrecipient will provide reasonable opportunities for systematic consultation with and participation of teachers, parents, and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
- 22) The subrecipient shall assure that any application, evaluation, periodic program plan, or report relating to each program will be made readily available to parents and other members of the general public upon request.

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- 23) The subrecipient has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program, significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects. Such procedures shall ensure compliance with applicable federal laws and requirements.
- 24) The subrecipient will comply with the requirements of the Gun-Free Schools Act of 1994.
- 25) The subrecipient will submit a fully executed and accurate Single Audit Certification form to the NHDOE not later than March 31, 2020. The worksheet will be provided to each subrecipient by the NHDOE.
- 26) The subrecipient shall comply with the restrictions of New Hampshire RSA 15:5.
- 27) The subrecipient will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Non-procurement).
- 28) The subrecipient certifies that it will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988.
- 29) The recipient will adhere to the requirements of Title 20 USC 7197 relative to the Transfer of Disciplinary Records.

B. Explanation of Grants Management Requirements

The following section elaborate on certain requirements included in legislation or regulations referred to in the "General Assurances" section. This section also explains the broad requirements that apply to federal program funds.

I. Financial Management Systems

Financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.

Specifically, the financial management system must be able to:

- a) Identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and name of the pass-through entity, if any.
- b) Provide accurate, current, and complete disclosure of the financial results of each federal award or program.
- c) Produce records that identify adequately the source and application of funds for federally funded activities.
- d) Maintain effective control over, and accountability for, all funds, property, and other assets. The subrecipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- e) Generate comparisons of expenditures with budget amounts for each federal award.

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2. Written Policies and Procedures

The subrecipient must have written policies and procedures for:

- a) Cash Management (2 CFR 200.302(b)(6) & 200.305)
- b) Determining the allowability of costs in accordance with 2 CFR 200 Subpart E—Cost Principles and the terms and conditions of the Federal award. (2 CFR 200.302(b)(7))
- c) Conflict of Interest (2 CFR 200.318(c))
- d) Procurement (2 CFR 200.320)
- e) Method for conducting Technical Evaluations of Proposals and Selecting Recipients (2 CFR 200.320(d)(3) and 200.323)
- f) Suspension and Debarment (2 CFR 200.213)
- g) Travel Policy (2 CFR 200.474(b))
- h) Equipment and Supplies (2 CFR 200.313(d), 200.314)
- i) Time and Effort (2 CFR 200.430(i))
- j) Record Keeping (2 CFR 200.333 and 200.335)

3. Internal Controls

The subrecipient must:

- a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with the guidance outlined in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- c) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- d) Take reasonable measures to safeguard and protect personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the subrecipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- e) Maintain all accounts, records, and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under each approved project in accordance with 2 CFR 200.333.

4. Allowable Costs

In accounting for and expending project/grant funds, the subrecipient may only charge expenditures to the project award if they are;

- a) in payment of obligations incurred during the approved project period;
- b) in conformance with the approved project;
- c) in compliance with all applicable statutes and regulatory provisions;
- d) costs that are allocable to a particular cost objective;
- e) spent only for reasonable and necessary costs of the program; and
- f) not used for general expenses required to carry out other responsibilities of the subrecipient.

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5. Audits

This part is applicable for all non-federal entities as defined in 2 CFR 200, Subpart F.

- a) In the event that the subrecipient expends \$750,000 or more in federal awards in its fiscal year, the subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from the NHDOE. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200, Subpart F.
- b) In connection with the audit requirements, the subrecipient shall also fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.
- c) If the subrecipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, is not required. In the event that the subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from subrecipient resources obtained from non-federal entities).

The subrecipient assures it will implement the following audit responsibilities;

- a) Procure or otherwise arrange for the audit required by this part in accordance with auditor selection regulations (2 CFR 200.509), and ensure it is properly performed and submitted nine months after the close of the fiscal year in accordance with report submission regulations (2 CFR 200.512).
- b) Provide the auditor access to personnel, accounts, books, records, supporting documentation, and other information as needed so that the auditor may perform the audit required by this part.
- c) Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with financial statements regulations (2 CFR 200.510).
- d) Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with audit findings follow-up regulations (2 CFR 200.511(b-c)).
- e) Upon request by the NHDOE Bureau of Federal Compliance (BFC), promptly submit a corrective action plan using the NHDOE template provided by the BFC for audit findings related to NHDOE funded programs.
- f) For repeat findings not resolved or only partially resolved, the subrecipient must provide explanation for findings not resolved or only partially resolved to the BFC for findings related to all NHDOE funded programs. The BFC will review the subrecipient's submission and issue an appropriate Management Decision in accordance with 2 CFR 200.521.

6. Reports to be Submitted

Audits/Management Decisions

Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F shall be submitted, by or on behalf of the recipient directly to the following:

- a) The Federal Audit Clearinghouse (FAC) in 2 CFR 200, Subpart F requires the auditee to electronically submit the data collection form described in 200.512(b) and the reporting package described in 200.512(c) to FAC at: [https://harvester.census.gov/facides/\(S\(mqamohbpfj0hmyh1r45p1po1\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(mqamohbpfj0hmyh1r45p1po1))/account/login.aspx)

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Copies of other reports or management decision letter(s) shall be submitted by or on behalf of the subrecipient directly to:

- a) New Hampshire Department of Education
Bureau of Federal Compliance
101 Pleasant Street
Concord, NH 03301
- b) In response to requests by a federal agency, auditees must submit a copy of any management letters issued by the auditor, 2 CFR 200.512(e).

Any other reports, management decision letters, or other information required to be submitted to the NHDOE pursuant to this agreement shall be submitted in a timely manner.

Single Audit Certification

An executed and accurate Single-Audit Certification form shall be submitted to the NHDOE not later than **March 31, 2020**. A copy of the form will be provided to each subrecipient by the NHDOE.

7. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Orders (E.O.) 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined in 2 CFR 180.120, 180.125 and 180.200, no contract shall be made to parties identified on the General Services Administration's *Excluded Parties List System* as excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences – for example, disallowance of cost, termination of project, or debarment.

To assure that this requirement is met, there are four options for obtaining satisfaction that subrecipients and contractors are not suspended, debarred, or disqualified. They are:

The subrecipient certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal Department or agency.
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement; theft, forgery, bribery, falsification, or destruction of records; making false statements; or receiving stolen property.
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this certification.

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- d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the subrecipient is unable to certify to any of the statements in this certification, they shall attach an explanation to this document.

8. Drug-Free Workplace (Grantees Other Than Individual)

As required by the Drug-Free Workplace Act of 1988 and implemented in 34 CFR 84.200 and 84.610, the subrecipient certifies that it will continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b) Establishing, as required by 34 CFR 84.215, an ongoing drug-free awareness program to inform employees about:
 - o The dangers of drug abuse in the workplace.
 - o The recipient's policy of maintaining a drug-free workplace.
 - o Any available drug counseling, rehabilitation, and employee assistance programs.
 - o The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c) Requiring that each employee engaged in the performance of the project is given a copy of this statement.
- d) Notifying the employee in the statement that, as a condition of employment under the project, the employee will:
 - o Abide by the terms of the statement.
 - o Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e) Notifying the agency in writing within 10 calendar days after receiving notice of an employee's conviction of a violation of a criminal drug statute in the workplace, as required by 34 CFR 84.205(c)(2), from an employee or otherwise receiving actual notice of employee's conviction. Employers of convicted employees must provide notice, including position title to:

Director, Grants and Contracts Service
U.S. Department of Education
400 Maryland Avenue, S.W. [Room 3124, GSA – Regional Office Building No. 3]
Washington, D.C. 20202-4571

(Notice shall include the identification number[s] of each affected grant).

- f) Taking one of the following actions, as stated in 34 CFR 84.225(b), within 30 calendar days of receiving the required notice with respect to any employee who is convicted of a violation of a criminal drug statute in the workplace.
 - o Taking appropriate personnel action against such an employee, up to and including

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- termination consistent with the requirements of the Rehabilitation Act of 1973, as amended.
- o Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - g) Making a good-faith effort to maintain a drug-free workplace through implementation of the requirements stated above.

9. EDGAR - Education Department General Administrative Regulations

The federal grant administrative regulations for education (Title 34 CFR Parts 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99), was revised on December 26, 2014, with the implementation of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), and delete 34 CFR Parts 74, 80, and 85 (Part 85 changed to 2 CFR Part 180) and included the deleted regulations into the Uniform Grants Guidance. Both administrative regulations (EDGAR and Uniform Grants Guidance), apply to all federal projects/awards.

10. General Education Provisions Act (GEPA) Requirements - Section 427 (Federal Requirement) Equity for Students, Teachers, and Other Program Beneficiaries

The purpose of Section 427 of GEPA is to ensure equal access to education and to promote educational excellence by ensuring equal opportunities to participate for all eligible students, teachers, and other program beneficiaries in proposed projects, and to promote the ability of such students, teachers, and beneficiaries to meet high standards. Further, when designing their projects, grant applicants must address the special needs and equity concerns that might affect the ability of students, teachers, and other program beneficiaries to participate fully in the proposed project.

Program staff within the NHDOE must ensure that information required by Section 427 of GEPA is included in each application that the Department funds. *(There may be a few cases, such as research grants, in which Section 427 may not be applicable because the projects do not have individual project beneficiaries. Contact the Government Printing Office staff should you believe a situation of this kind exists).*

The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, and age. Based on local circumstances, the applicant can determine whether these or other barriers may prevent participants from access and participation in the federally assisted project, and how the applicant would overcome these barriers.

These descriptions may be provided in a single narrative or, if appropriate, may be described in connection with other related topics in the application. Subrecipients should be asked to state in the table of contents where this requirement is met.

NHDOE program staff members are responsible for screening each application to ensure that the requirements of this section are met before making an award. If this condition is not met, after the application has been selected for funding the program staff should contact the subrecipient to find out why this information is missing. Documentation must be in the project file indicating that this review was completed before the award was made. If an oversight occurred, the program staff may give the applicant another opportunity to satisfy this requirement, but must receive the missing information before making the award, 34 CFR 75.231.

All applicants for new awards must satisfy this provision to receive funding. Those seeking *continuation* awards do not need to submit information beyond the descriptions included in their original applications.

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11. Gun Possession (Local Education Agencies (LEAs) only)

As required by Title XIV, Part F, and Section 14601 (Gun-Free Schools Act of 1994) of the Improving America's Schools Act:

The LEA assures that it shall comply with the provisions of RSA 193:13 III.

RSA 193:13, III. Any pupil who brings or possesses a firearm as defined in section 921 of Title 18 of the United States Code in a safe school zone as defined in RSA 193-D:1 without written authorization from the Superintendent or designee shall be expelled from school by the local school board for a period of not less than 12 months.

The LEA assures that it has adopted a policy, which allows the Superintendent or Chief Administrative officer to modify the expulsion requirement on a case by case basis. RSA 193:13, IV.

The LEA assures that it shall report to the NHDOE in July of each year, a description of the circumstances surrounding any expulsions imposed under RSA 193:13, III and IV including, but not limited to:

- a) The name of the school concerned;
- b) The grade of the student disciplined;
- c) The type of firearm involved;
- d) Whether or not the expulsion was modified, and
- e) If the student was identified as Educationally Disabled.

The LEA assures that it has in effect a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school.

Ed 317.03 Standard for Expulsion by Local School Board.

- a) A school board which expels a pupil under RSA 193:13, II or III, shall state in writing its reasons, including the act leading to expulsion, and shall provide a procedure for review as allowed under RSA 193:13, II.
- b) School boards shall make certain that the pupil has received notice of the requirements of RSA 193-D and RSA 193:13 through announced, posted, or printed school rules.
- c) If a student is subject to expulsion and a firearm is involved, the Superintendent shall contact local law enforcement officials whenever there is any doubt concerning:
 - 1) Whether a firearm is legally licensed under RSA 159; or
 - 2) Whether the firearm is lawfully possessed, as opposed to unlawfully possessed, under the legal definitions of RSA 159.
- d) If a pupil brings or possesses a firearm in a safe school zone without written authorization from the Superintendent, the following shall apply:
 - 1) The Superintendent shall suspend the pupil for a period not to exceed 10 days, pending a hearing by the local board; and
 - 2) The school board shall hold a hearing within 10 days to determine whether the student was in violation of RSA 103:13, III and therefore is subject to expulsion.

12. Lobbying

As required by Section 1352, Title 31, of the U.S. Code, and implemented in 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined in 34 CFR 82.105 and 82.110,

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the applicant certifies that:

- a) No federally appropriated funds have been paid or will be paid by or on behalf of the subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal grants or cooperative agreements, the subrecipient shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

New Hampshire RSA 15:5 - Prohibited Activities.

- I. Except as provided in paragraph II, no recipient of a grant or appropriation of state funds may use the state funds to lobby or attempt to influence legislation, participate in political activity, or contribute funds to any entity engaged in these activities.
- II. Any recipient of a grant or appropriation of state funds that wishes to engage in any of the activities prohibited in paragraph I, or contribute funds to any entity engaged in these activities, shall segregate the state funds in such a manner that such funds are physically and financially separate from any non-state funds that may be used for any of these purposes. Mere bookkeeping separation of the state funds from other moneys shall not be sufficient.

13. Subrecipient Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F, subrecipient[ent] monitoring procedures may include, but not be limited to, on-site visits by NHDOE staff, limited scope audits, and/or other procedures. By signing this document, the subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the NHDOE. In the event the NHDOE determines that a limited scope audit of the project recipient is appropriate, the subrecipient agrees to comply with any additional instructions provided by NHDOE staff to the subrecipient regarding such audit.

14. More Restrictive Conditions

Subrecipients found to be in noncompliance with program and/or fund source requirements or determined to be "high risk" shall be subject to the imposition of more restrictive conditions as determined by the NHDOE.

15. Obligations by Subrecipients

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Obligations will be considered to have been incurred by subrecipients on the basis of documentary evidence of binding commitments for the acquisition of goods or property or for the performance of work, except that funds for personal services, for services performed by public utilities, for travel, and for the rental of facilities shall be considered to have been obligated at the time such services were rendered, such travel was performed, and/or when facilities are used (see 34 CFR 76.707).

16. Participation of Private School Students and Staff in Federal Grants

Students and staff of nonpublic schools shall be given an opportunity for equitable participation in activities or services conducted by school districts using federal funds. Appropriate personnel must be aware of, and consult, program-specific guidelines discussed in the applicable program statute, regulations, and guidance documents.

17. Personnel Costs – Time Distribution

Charges to federal projects for personnel costs, whether treated as direct or indirect costs, are allowable to the extent that they satisfy the specific requirements of 2 CFR 200.430, and will be based on payrolls documented in accordance with generally accepted practices of the subrecipient and approved by a responsible official(s) of the subrecipient.

When employees work solely on a single federal award or cost objective, charges for their salaries and wages must be supported by personnel activity reports (PARs), which are periodic certifications (at least semi-annually) that the employees worked solely on that program for the period covered by the certification. These certifications must be signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee.

When employees work on multiple activities or cost objectives (e.g., more than one federal project, a federal project and a non-federal project, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages will be supported by personnel activity reports or equivalent documents that meet the following standards:

- a) Reflect an after-the-fact distribution of the actual activity of each employee
- b) Account for the total activity for which each employee is compensated
- c) Prepared at least monthly and must coincide with one or more pay period
- d) Signed and dated by the employee

18. Project Effective Dates

For federal programs, funds shall be obligated no earlier than the date the project application was received by the NHDOE and determined to be in substantially approvable form or the effective date of the federal grant award, whichever is later.

All Project/Grant Award Notifications reflect the beginning and ending dates of the project period and the date for submission of the final expenditure report. All conditions stated in the award notification are considered binding on the subrecipient.

19. Protected Prayer in Public Elementary and Secondary Schools

As required in Section 9524 of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by the No Child Left Behind Act of 2001, LEAs must certify annually that they have no policy that prevents or otherwise denies participation in constitutionally protected prayer in public elementary

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and secondary schools.

20. Purchasing

All subrecipients must have documented procurement policies and procedures that meet the minimum requirements of federal and state statutes, rules, and regulations. Under the Uniform Administrative Requirements, the procurement standards are located at 2 CFR 200.317 – 200.326.

22. Retention and Access to Records

Requirements related to retention and access to project/grant records, are determined by federal rules and regulations. Federal regulation 2 CFR 200.333, addresses the retention requirements for records that applies to all financial and programmatic records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal or Project award. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Access to records of the subrecipient and the expiration of the right of access is found at 2 CFR 200.336 (a) and (c), which states:

- a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives [including but not limited to the NHDOE] must have the right of access to any documents, papers, or other records of non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

- c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

23. The Stevens Amendment

All federally funded projects must comply with the Stevens Amendment of the Department of Defense Appropriation Act, found in Section 8136, which provides:

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

24. Transfer of Disciplinary Records

Title 20 USC 7197 requires that the State have a procedure to assure that a student's disciplinary records, with respect to suspensions and expulsions, are transferred by the project recipient to any public or private elementary or secondary school where the student is required or chooses to enroll. In New Hampshire, that assurance is statutory and found at RSA 193-D:8.

The relevant portions of the federal and state law appear below.

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- a) **Disciplinary Records** - In accordance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g), not later than 2 years after the date of enactment of this part, each State receiving Federal funds under this Act shall provide an assurance to the Secretary that the State has a procedure in place to facilitate the transfer of disciplinary records, with respect to a suspension or expulsion, by local educational agencies to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school.
- b) **193-D:8 Transfer Records; Notice** – All elementary and secondary educational institutions, including academies, private schools, and public schools, shall upon request of the parent, pupil, or former pupil, furnish a complete school record for the pupil transferring into a new school system. Such record shall include, but not be limited to, records relating to any incidents involving suspension or expulsion, or delinquent or criminal acts, or any incident reports in which the pupil was charged with any act of theft, destruction, or violence in a safe school zone.

B. Definitions

- 1) **Audit finding** - *Audit finding* means deficiencies which the auditor is required by 2 CFR 200.516 Audit findings, paragraph (a) to report in the schedule of findings and questioned costs (2 CFR 200.5).
- 2) **Management decision** - *Management decision* means the evaluation by the Federal awarding agency or pass-through entity of the audit findings and corrective action plan and the issuance of a written decision to the auditee as to what corrective action is necessary (2 CFR 200.66).
- 3) **Obligations** - When used in connection with a non-Federal entity's utilization of funds under a Federal award, *obligations* means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period (2 CFR 200.71).
- 4) **Pass-through entity** - *Pass-through entity* means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200.74).
- 5) **Period of performance** - *Period of performance* means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award.
- 6) **Subaward** - *Subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. (2 CFR 200.92).
- 7) **Subrecipient** - *Subrecipient* means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 CFR 200.93).

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CERTIFICATION

Instructions: The Chief Administrator/Financial Officer or Consortium Chair **must** sign this certification **must** sign this certification page (and initial the remaining pages) as described below and return it to the NHDOE. **No payment for project/grant awards will be made by the NHDOE without a fully executed copy of this General Assurances, Requirements and Definitions for Participation in Federal Programs on file.** For further information, contact the NHDOE Bureau of Federal Compliance at (603) 271-2634.

Certification:

I the undersigned acknowledge that [a] person is guilty of a violation of R.S.A. § 641:3 if [h]e or she makes a written or electronic false statement which he or she does not believe to be true, on or pursuant to a form bearing a notification authorized by law to the effect that false statements made therein are punishable; or (b) With a purpose to deceive a public servant in the performance of his or her official function, he or she: (1) Makes any written or electronic false statement which he or she does not believe to be true; or (2) Knowingly creates a false impression in a written application for any pecuniary or other benefit by omitting information necessary to prevent statements therein from being misleading; or (3) Submits or invites reliance on any writing which he or she knows to be lacking in authenticity; or (4) Submits or invites reliance on any sample, specimen, map, boundary mark, or other object which he or she knows to be false.

Accordingly, I, the undersigned official legally authorized to bind the named project recipients, hereby apply for participation in federally funded education programs on behalf of the project recipients named below. I certify, to the best of my knowledge, that the below project recipients will adhere to and comply with these General Assurances, Requirements and Definitions for Participation in Federal Programs (pages 1 through 16 inclusive).

RA Number: _____

Postsecondary College/Institution or Reporting Agency

Postsecondary College/Institution or Reporting Agency

Postsecondary College/Institution or Reporting Agency

Postsecondary College/Institution or Reporting Agency

Postsecondary College/Institution or Reporting Agency

Postsecondary College/Institution or Reporting Agency

Sample Only

Typed Name of Chief Administrative/
Financial Officer or Consortium Chair

Signature

Date

Contact email: _____

Please email or mail a copy of the entire document to:

Timothy Carney
New Hampshire Department of Education
Bureau of Federal Compliance
101 Pleasant Street
Concord, NH 03301

Timothy.Carney@doe.nh.gov