



New Hampshire

Department of Education

WIOA
Workforce Innovation and Opportunity Act

State of New Hampshire
Department of Education
Bureau of Adult Education

Statewide Adult Education Professional Development
SFY 2024 – SFY 2028 July 1, 2023 – June 30, 2028
RFP 2023-004

Table of Contents

SECTION 1 – Overview and Schedule 6

- Goal of this procurement/Business needs: 6
- Schedule 6
- Description of Agency or Program issuing the Request for Proposals 6
- Vendor Instructions 7

SECTION 2 – Requirements and Scope of Work 8

- A. Minimum vendor qualification requirement 8
- B. Scope of Work 8
 - B.1 Overview 8
 - B.2 General Adult Education Information 9
 - B.3 Service Requirements 13

SECTION 3 -- Contract Terms and Conditions..... 19

- A. Non-Exclusive Contract 19
- B. Award..... 19
- C. Standard Contract Terms 19
- D. Special Provisions 20

SECTION 4 –Request for Proposal Process 20

- A. Agency Point of Contact/Restriction of Contact with Agency Employees 20
- B. Vendor Inquiries 20
- C. Vendor Conference 21

SECTION 5 – RFP Terms and Conditions 21

- A. Debarment 21
- B. Proposal Preparation Cost..... 21
- C. Validity of Proposal 21
- D. RFP Addendum 21
- E. Non-Collusion..... 21
- F. Property of the Agency 22
- G. Proposal Confidentiality..... 22
- H. Public Disclosure..... 22

I.	Electronic Posting of RFP Results and Resulting Contract	23
J.	Non-Commitment	23
K.	Ethical Requirements	23
L.	Challenges to Identification of Selected Vendor	24
SECTION 6 – Evaluation of Proposals		24
A.	Criteria for Evaluation and Scoring	24
B.	Planned Evaluations Steps	25
C.	Step 1: Initial Screening.....	25
D.	Step 2: Vendor Eligibility	25
E.	Step 3: Preliminary Technical Scoring of Proposals	25
F.	Step 4: Oral Interviews and Product Demonstrations.....	25
G.	Step 5: Final Technical Scoring of Proposals	26
H.	Step 6: Price Proposal Review	26
I.	Step 7: Final Selection	26
J.	Rights of the Agency in Accepting and Evaluating Proposals	26
SECTION 7 – Process for Submitting a Proposal		27
A.	Proposal Submission, Deadline, and Location Instructions.....	27
SECTION 8 – Proposal Content and Requirements		28
A.	Proposal Contents.....	28
B.	Organizational Capacity/Vendor Experience	29
B.1	Vendor Experience	29
B.2	Organizational Capacity	29
B.3	Scoring Details for Organizational Capacity/Vendor Experience.....	30
C.	Alignment	31
C.1	Alignment with Core WIOA Partners	31
C.2	Scoring Details for Alignment.....	31
D.	Instructional Improvement	32
D.1	Programs of Instruction	32
D.2	Adult Learners	32
D.3	Volunteers.....	33
D.4	Models and Promising Practices.....	33
D.5	Curriculum Development	33

D.6 Workplace Literacy	33
D.7 Curriculum Content Standards	33
D.8 Programs and Services for the Most Needy	34
D.9 Scoring Details for Instruction Improvement.....	34
E. Technical Assistance.....	34
E.1 Practice Based on Research	34
E.2 Role in One-Stop.....	34
E.3 Use of Technology	35
E.4 Scoring Details for Technical Assistance	35
F. Monitoring, Evaluation and Improvement.....	36
F. 1 Evaluation.....	36
F.2 Improving Teacher Quality	36
F.3 Improvement in Adult Education.....	36
F.4 Scoring Details for Monitoring, Evaluation and Improvement.....	36
G. Capacity Building.....	37
F.1 Scoring Detail for Capacity Building.....	37
H. Facilitation.....	37
H.1 Scoring Details for Facilitation.....	39
I. Budget	39
I.1 Federal Laws/Rules Relevant to Funding	39
I.2 FY24 Budget Worksheet.....	40
I.3 Budget Narrative	43
I.4 Budget Projections FY25 – FY28	43
Appendix A – P-37 State Terms and Conditions.....	44
Appendix B – WIOA Glossary	48
Appendix C – NH State Workforce Plan Summary	49
Appendix D – Department of Education Required Exhibits D – H for Contracting	51
Appendix E – NH Data & Assessment Policy.....	55
Attachment 1 – Demonstrated Effectiveness Chart.....	56
Attachment 2 – Statewide Professional Development Application.....	56
Attachment 3 – Budget Worksheet.....	56
Attachment 4 – Required Documentation for Proposal.....	57

Attachment 5 – Required Documentation for Contracting 60

 Certificate of Good Standing..... 62

 Certificate of Insurance 63

 Certificate of Authority 64

 GEPA Statement 67

 Buy American Act..... 69

 General Assurances 70

SECTION 1 – Overview and Schedule

Goal of this procurement/Business needs:

The New Hampshire Department of Education, Bureau of Adult Education (BAE) is currently seeking five-year proposals, for the period from July 1, 2023 until June 30, 2028, from all interested parties such as adult education programs, school districts, community-based organizations, post-secondary institutions, faith-based organizations, single agency or agency/organization consortiums, non-profits and other, who have experience providing professional development activities for adult education and literacy educators.

This contract will provide comprehensive professional development services for all adult education practitioners under the direction of the Bureau of Adult Education for those employed by Bureau-funded program providing services under the Workforce Innovation and Opportunity Act (WIOA) of 2014.

The resulting contract will be Not to Exceed for the term of five (5) years from the date of approval of the Governor and Executive Council. The contract term may be extended by an additional term of five (5) years at the sole option of the Agency, subject to the parties' prior written agreement and required governmental approvals including Governor and Executive Council.

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 (Advertisement)	4/11/2023	
Mandatory Vendor Conference (Online) Register at: https://nhadulted-org.zoom.us/meeting/register/tZwkduiupz8vGtfqrXEnnjA5NTFS7CCPcIt0	4/19/2023	9:00 AM
Vendor Inquiry Period Ends	4/26/2023	4:00 PM
Final Agency Responses to Inquiries	4/28/2023	4:00 PM
Proposal Due	5/12/2023	4:00 PM
Estimate Timeframe for Oral Presentations and Interviews (if applicable)		TBD
Estimated Notification of Selection	5/19/2023	

Description of Agency or Program issuing the Request for Proposals

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.

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 & literacy activities under the Workforce Innovation and Opportunity Act of 2014 including two Integrated Education & Training programs and five Integrated English Literacy and Civics Education programs. The Bureau also funds twenty-one adult diploma programs and more than thirty high school equivalency testing centers.

New Hampshire has had a long tradition of supporting its adult educators in meeting AEFLA goals through a comprehensive, high quality professional development program.

In this RFP, "Agency" means the Bureau of Adult Education. "Vendor" means a person or entity who offers products or services for sale. "Selected vendor" means the qualified Bidder which has been identified by the Agency as having received the best score for its proposal according to the criteria set forth in this RFP.

Vendor Instructions

Interested vendors must read the entire RFP and submit the required documents in the manner specified in the RFP. Vendors are responsible for reviewing the most updated information related to this RFP before submitting proposals.

SECTION 2 – Requirements and Scope of Work

A. Minimum vendor qualification requirement

A vendor must be determined to be an eligible provider for the proposal to be considered. A vendor who fails to meet all of the minimum vendor qualifications will be deemed non-compliant and will be disqualified from further consideration.

An eligible provider is an organization that has demonstrated effectiveness in providing adult education and literacy activities is eligible to apply for a grant. 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 data on its record of providing a variety of professional development services to adult educators in order to enable them to improve 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 under WIOA Title II.

All applicants must use the Demonstrated Effectiveness chart found in [Attachment 1](#). 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.

B. Scope of Work

B.1 Overview

The Bureau of Adult Education is seeking proposals to provide statewide professional development services for all Bureau-funded adult education programs including those operating under the Workforce Innovation & Opportunity Act of 2014 and state laws and education rules applicable to the establishment of an adult high school program and high school equivalency program.

The vision for the statewide professional development system is a comprehensive, high-quality professional development system that is flexible in the delivery of its services to meet the needs of NH educators that uses materials and resources based on the most current research; aligns with the NH WIOA Combined State Plan and its goals; and is designed to build capacity while improving teacher effectiveness across adult education programs.

The vendor should have demonstrated effectiveness in providing the required activities in this RFP and be familiar with the content and delivery of NH adult education and literacy services; state and federal laws relating to adult education; and the policies and procedures for adult education programs in NH.

The vendor will coordinate activities under the direction of the Bureau of Adult Education including, but not limited to the following activities:

1. State Leadership Activities
 - a. Alignment
 - b. Instruction Improvement
 - c. Technical Assistance
 - d. Monitoring, Evaluation and Improving Teacher Quality
2. Capacity Building
3. Facilitation Services

B.2 General Adult Education Information

B.1.1 Definitions

The following definitions apply to WIOA Title II and are provided for applicants to ensure that services provided through the Statewide Professional Development program prepare adult educators to serve eligible individuals through adult education and literacy activities as described.

In addition to WIOA Title II programs, the Bureau of Adult Education provides state funding for other programs including the Adult Diploma Program which has different eligibility requirements than those listed in this section.

B.1.1.1 Adult Education

Adult education means academic instruction and education services below the postsecondary level that increase an individual's ability to –

- A. read, write and speak English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent;
- B. transition to postsecondary education and training; and
- C. obtain employment.

B.1.1.2 Adult Education and Literacy Activities

Adult education and literacy activities mean programs, activities and services that include the following:

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

Complete definitions can be found in [Appendix B: WIOA Glossary](#)

B.1.1.3 Eligible Individual

An eligible individual means an individual –

- A. who has attained 16 years of age;
- B. who is not enrolled or required to be enrolled in secondary school under State law; and
- C. who –
 - (i) is [basic skills deficient](#)
 - (ii) does not have a secondary school diploma or its recognized equivalent; and has not achieved an equivalent level of education; or
 - (iii) is an English language learner

B.1.1.4 Basic Skills Deficient

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

- A. who is a youth or an adult that the individual has English reading, writing or computing skills at or below the 9th 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.

B.1.1.5 Individual with a Barrier to Employment

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

B.1.1.6 Individual with Disabilities

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)

B.1.1.7 Low-Income Individual

The term “low-income” individual means an individual who –

- 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;
 - (ii) 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;
 - (iii) 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)));
 - (iv) 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.);
 - (v) is a foster child on behalf of whom State or local government payments are made;
 - (vi) 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.

B.1.1.8 Essential Component of Reading

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

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

B.1.1.9 Workforce Preparation Activities

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

B.1.1.10 Career Pathway

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.

B.1.2 Local Adult Education Program Requirements (for reference)

The following information applies to WIOA Title II Local Agencies and is provided for applicants to ensure that services provided through the Statewide Professional Development program prepare adult educators to serve eligible individuals through adult education and literacy activities as described.

1. 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.
2. The program must serve individuals in the community who were identified as most in need of adult education and literacy activities including individuals with local levels of literacy, English language learners, individuals with disabilities and individuals with barriers to employment.
3. The program must have a delivery method, location and schedule to enable individuals to attend and complete programs.
4. 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.
5. The program must demonstrate alignment between the activities and services and the strategy and goals of the local workforce plan as well as the activities of the one-stop partners. This includes accessing professional development activities.
6. The program must be of sufficient intensity and quality and based on the most rigorous research available so that participants achieve substantial learning gains.
7. 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.
8. The program must meet or exceed minimum program outcome expectations including performance indicators, measurable skill gains and other standards.
9. The program must maintain high-quality data and input into a state-provided system to provide accurate and timely reporting.
10. The program must be fully functional by September 1, 2023.

B.3 Service Requirements

Services will include required state leadership activities under WIOA as defined in Section 223(1):

1. The alignment of adult education and literacy activities with other core programs and one-stop partners, including eligible providers to implement the strategy identified in the Combined State Plan under section 103, including the development of career pathways to provide access to employment and training services for individuals in adult education and literacy activities.

Activities may include, but are not limited to:

- Representing adult education on the interagency Professional Development Team
- Coordinating services and collaboration with other core WIOA partners in support of alignment and implementation of adult education services with the strategies identified in the NH State Workforce Plan (See [Appendix C](#) for a summary).
- Signing onto the NH Work Memorandum of Understanding and contributing the required adult education portion of the infrastructure fees

2. The establishment or operation of high quality professional development programs to improve the instruction provided pursuant to local activities required under section 231 (b), including instruction incorporating the essential components of reading instruction as such components relate to adults, instruction related to the specific needs of adult learners, instruction provided by volunteers or by personnel of a State and dissemination of information about models and promising practices related to such programs.

Activities may include, but are not limited to:

- Offering training on federal initiatives designed to improve adult education instruction sponsored by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) such as Student Achievement in Reading (STAR), Teaching the Skills that Matter (TSTM), Integrated Education & Training (IET) Design Camp, Advanced IET, Curriculum Review Project, EL Institute and Digital Resilience in the American Workforce.
- Support for access to additional professional development related to improving instruction available through national and regional organizations such as the New England Literacy Resource Center, LINCS and COABE.
- Dissemination of models and promising practices in adult education including for instruction provided by volunteers, competency-based and contextualized instruction.
- Resources related to adult education research and evidence-based practices.
- Serve as the fiscal agent to provide all stipends and mileage reimbursement for presenters, trainers and eligible participants in Bureau-sponsored professional development activities. This includes all costs associated with ongoing professional development activities including travel, food, registration fees, supplies and resource materials.

3. The provision of technical assistance to eligible providers of adult education and literacy activities receiving funds under Title II including:

- a. the development and dissemination of instructional and programmatic practices based on the most rigorous or scientifically valid research available and appropriate in reading, writing, speaking, mathematics, English language acquisition programs, distance education and staff training;

Activities may include, but are not limited to:

- Training on various distance learning and assessment software used by adult education programs.
- Implementation and ongoing support for the NH Adult Education Canvas instance including management of the Google Administration Console for authentication, user access, development of asynchronous professional development activities and training for adult education instructors and students.

- b. the role of eligible providers as a one-stop partner to provide access to employment, education, and training services; and

Activities may include, but are not limited to:

- Support for the development of Integrated Education and Training programs, Integrated English Literacy and Civics Education programs and other employment training.
- Sharing models and promising practices from other states on the role of the one-stop partner for access to employment, education and training services.
- Providing outreach and recruitment tools and resources for local adult education providers
- Maintenance of a public facing adult education website that is accessible for individuals with low levels of literacy or are English language learners to provide information and access to local adult education providers. This shall include integration of an online registration form and the facilitation of course catalogs for all Bureau funded adult education programs.

- c. assistance in the use of technology, including for staff training, to eligible providers, especially the use of technology to improve system efficiencies.

Activities may include, but are not limited to:

- Maintain an inventory of laptops and other technical devices available to Bureau funded adult education centers.
- Provide training and resources for all educational technology used in Bureau funded adult education centers.
- Promote the use of technology, digital resilience and digital citizenship across the entire adult education system.
- Maintain membership in the IDEAL Consortium

4. The monitoring and evaluation of the quality of, and the improvement in, adult education and literacy activities and the dissemination of information about models and proven or promising practices within the State.

Activities may include, but are not limited to:

- Dissemination of models and proven or promising practices across the State through the maintenance of a Mentor Team comprised of experienced adult educators with specific content knowledge who provide support for adult education instructors.

Additionally, the following services are listed as permissible activities in Section 223(2) but are considered required elements for the Agency.

1. The support of State networks of literacy resource centers.

Activities include, but are not limited to:

- Representation on the Advisory board of the New England Literacy Resource Center
- Maintaining the statewide subscription and dissemination of The Change Agent, a student-written publication

2. The development and implementation of technology application, translation technology or distance education, including professional development to support the use of instructional technology.

Activities include, but are not limited to:

- Providing training and implementation support for the statewide Canvas instance
- Facilitating the development of distance learning policies and accurate reporting of distance learning hours for local providers
- Coordinating training for practitioners on various software used at local adult education center for instruction and program administration.

3. Developing and disseminating curricula, including curricula incorporating the essential components of reading instruction as such components relate to adults.

Activities include, but are not limited to:

- Facilitating STAR training to build capacity across the state with regard to the integration of the essential components of reading.
- Coordinating an annual conference for adult education practitioners highlighting curricula.
- Facilitating the Earn and Learn project or other support programs providing stipends to practitioners for the development of adult education curricula.

4. Developing content and models for integrated education and training and career pathways.

Activities include, but are not limited to:

- Replicating the IET Design Boot Camp endorsed by OCTAE.
- Participating in and disseminating content and models from national conferences on IET including the Advanced IET project.
- Representing the Agency's interest as the professional development system for OCTAE and National Reporting System projects that require a state lead.

5. The provision of assistance to eligible providers in developing and implementing programs that achieve the objectives of Title II and in measuring the progress of those programs in achieving such objectives, including meeting the State adjusted levels of performance.

Activities include, but are not limited to:

- Coordinating with the Agency to provide registration, attendance tracking and evaluation of professional development and technical assistance offered by the selected vendor and the Agency.
- Dissemination of models and best practices gleaned from national and regional conferences for the improvement of adult education performance.
- Provide a data analyst to assist with preparing data reports to inform local program improvement such as annual report cards.

6. The development and implementation of a system to assist in the transition from adult education to postsecondary education, including linkages with postsecondary institutions or institutions of higher education.

Activities include, but are not limited to:

- Support of the Agency in building partnerships with postsecondary and training institutions
- Representing adult education as needed for projects that support the transition from adult education to postsecondary education including apprenticeship grants and Ability to Benefit.

7. Integration of literacy and English language instruction with occupational skill training, including promoting linkages with employers.

Activities include, but are not limited to:

- Dissemination of national leadership resources and technical assistance with regard to implementation of the Integrated English Literacy and Civics Education program including the OCTAE endorsed Enhancing Access for Refugees and New Americans
- Replication of the Integrated Education & Training Design Boot Camp and other such resources that shall be distributed on the Literacy Information and Communication Network System

8. Activities to promote workplace adult education and literacy activities.

Activities include, but are not limited to:

- Development and implementation of workplace adult education and literacy activities under the direction of the Agency

9. Identifying curriculum frameworks and aligning content standards that:

- a. specify what adult learners should know and be able to do in the areas of reading and language arts, mathematics, and English language acquisition;
- b. takes into consideration the following:
 - i. College & Career Readiness Standards for Adult Education.
 - ii. The current adult skills and literacy assessments used in the State.
 - iii. The primary indicators of performance.
 - iv. Standards and academic requirements for enrollment in non-remedial, for credit courses in postsecondary education institutions or institutions of higher education supported by the State.
 - v. Where appropriate, the content of occupational and industry skill standards widely used by business and industry in the State.

Activities include, but are not limited to:

- Training for practitioners based on the Standards in Action project for the alignment of adult education curriculum with the Agency adopted College & Career Readiness Standards for Adult Education including Curriculum Review

10. Developing and piloting of strategies for improving teacher quality and retention.

Activities that include, but are not limited to:

- Onboarding activities for new adult educators based on the Adult Education Teacher Competencies and Teacher Effectiveness research provided by OCTAE
- Support for adult education practitioners through the Mentor Team
- Increasing the number of adult educators with nationally recognized certification in the field of adult education such as STAR, Universal Design for Learning and TABE administration.

11. The development and implementation of programs and services to meet the needs of adult learners with learning disabilities or English language learners, which may include new and promising assessment tools and strategies that are based on scientifically valid research, where appropriate, and identify the needs and capture the gains of such students at the lowest achievement levels.

Activities that include, but are not limited to:

- Provide assistance to programs for meeting the needs of individuals with disabilities which may include a Disabilities Coordinator and/or a Disabilities Committee
- Provide guidance for instructing with students at the lowest achievement level and English language learners through the Mentor Team

12. Outreach to instructors, students and employers.

Activities that include, but are not limited to:

- Maintenance of a statewide, public facing website to promote adult education services.
- Coordination, under the direction of the Agency, for a statewide outreach campaign for instructors, students and employers.

13. Other activities of statewide significance that promote the purpose of Title II.

Activities that include, but are not limited to:

- Support for pilot projects as designed in collaboration with the Agency.
- Serve as a fiscal agent to accept testing fees in exchange for vouchers for inmates in the NH State Prison system.
- Maintain the Debbie Tasker Scholarship Fund for the distribution of high school equivalency testing vouchers for eligible adult education participants.

SECTION 3 -- Contract Terms and Conditions

A. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The Agency reserves the right, at its discretion, to retain other contractors to provide any of the services or deliverables identified in this RFP or make an award by item, part or portion of an item, group of items, or total Proposal.

B. Award

If the Agency decides to award a contract as a result of this RFP process, any award is contingent upon approval of the contract by the Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

C. Standard Contract Terms

The Agency will require the selected vendor to execute a contract using the Standard Terms and Conditions of the State of New Hampshire (Form P-37) which is attached as [Appendix A](#). In no event is a vendor to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

The terms of this RFP and the selected vendor's Proposal will be used to form the terms of any resulting contract. The resulting contract may incorporate some or all of the selected vendor's Proposal. References in the P-37 to Exhibits A, B and C are references to the required structure of any resulting contract (Exhibit A – Special Provisions/Amendments to the P-37, Exhibit B – Scope of Services, and Exhibit C – Payment Terms) and are not references to sections of this RFP.

To the extent that a vendor believes that exceptions to the contract terms in [Appendix A](#) will be necessary for the vendor to enter into the contract, the vendor must note those issues during the Vendor Inquiry Period, as further described Section 4B.

D. Special Provisions

Additionally, the Department of Education requires the following Special Provisions:

- Compliance 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.” See [Attachment 4](#) for Statement of Acceptance.
- Exhibits D – H to be included in all contracts. Please see [Appendix D](#) for samples.
- [General Education Provisions Act Statement](#).
- [Buy American Act Statement](#).
- [General Assurances](#)

SECTION 4 –Request for Proposal Process

A. Agency Point of Contact/Restriction of Contact with Agency Employees

The sole point of contact for this RFP, from the RFP issue date until the approval of the resulting contract by the Governor and Executive Council is:

Sarah Wheeler Sarah.L.Wheeler@doe.nh.gov (603) 271-6701

From the date of release of this RFP until an award is made and announced regarding the selection of a vendor, all communication with personnel employed by or under contract with the Agency regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact. 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 Sole Point of Contact. Vendors may be disqualified for violating this restriction on communications.

B. Vendor Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, any changes to the RFP, and any exceptions to the contract terms in [Appendix A](#), including the Form P-37, shall be submitted via email to the Agency Point of Contact specified above. Inquiries must be received by the end of vendor inquiry period (see Schedule of Events herein).

The vendor must identify the RFP name and the number and include the vendor’s name, telephone number, and e-mail address.

The Agency will issue responses to properly submitted inquiries on or before the date specified in the Schedule of Events; 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. **In response to requested exceptions to P37, 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. Questions about or requested exceptions to the RFP, Form P-37 and/or any relevant attachments not raised during the inquiry period**

are waived. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

C. Vendor Conference

The Bureau of Adult Education will provide a **mandatory** vendor conference online on Wednesday, April 19, 2023, from 9:00 am until Noon.

Registration is required at: [https://nhadulped-
org.zoom.us/meeting/register/tZwkduiupz8vGtfqrXEnnjA5NTFS7CCPcIt0](https://nhadulped-
org.zoom.us/meeting/register/tZwkduiupz8vGtfqrXEnnjA5NTFS7CCPcIt0)

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.

SECTION 5 – RFP Terms and Conditions

A. Debarment

Vendors 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 RFP.

B. Proposal Preparation Cost

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

C. 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.

D. 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.

E. Non-Collusion

The vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other

Vendors and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

F. Property of the Agency

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

G. Proposal Confidentiality

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

H. Public Disclosure

The information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know law, including 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/>).

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a vendor believes any information submitted in response to this RFP should be kept confidential, the vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a vendor's designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, vendors acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a vendor.

I. Electronic Posting of RFP Results and Resulting 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, the Agency will post the ranks or scores of each responding vendor. In the event that the contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least 5 business days before final approval of the contract.

Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this RFP, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a proposal, vendors acknowledge and agree that, in accordance with the above-mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online.

J. 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.

K. Ethical Requirements

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

L. Challenges to Identification of Selected Vendor

Within 5 business days of the Agency’s posting of the rank or score on its website, vendors may, in accordance with RSA 21-G:37, request that the agency review its selection process. The request must be in writing and must specify all points on which the vendor believes the agency erred in its process and shall contain such argument in support of its position as the vendor seeks to present. In its request for review, a vendor shall not submit, and an agency will not accept nor consider, any substantive information that was not included in the original proposal. The agency will respond to the request within 5 business days of its receipt.

SECTION 6 – Evaluation of Proposals

A. Criteria for Evaluation and Scoring

The Agency will evaluate each responsive Proposal using a scoring scale of 500 points, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
Organizational Capacity	75
Alignment to Core WIOA Partners	50
Instruction Improvement	100
Technical Assistance	75
Monitoring, Evaluation and Improvement	50
Capacity Building	50
Facilitation	75
Budget & Budget Narrative	25
TOTAL Maximum Points	500

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

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

B. Planned Evaluations Steps

The Agency plans to use the following process:

- Step 1. Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Step 2. Determine if the Vendor is eligible by meeting the minimum requirements as outlines in [Section 2A](#);
- Step 3. Preliminary evaluation of Proposals;
- Step 4. Oral interviews (if necessary);
- Step 5. Final Scoring of Proposals;
- Step 6. Price Proposal Review
- Step 7: Final Selection: Select the highest scoring vendor(s) and begin contract execution.

C. Step 1: Initial Screening

The Agency will conduct an initial screening to verify vendor compliance with the proposal submission requirements set forth in Sections 4 and 7. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

D. Step 2: Vendor 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 2A](#) of this RFP.

Proposals submitted by ineligible applicants will be returned.

E. Step 3: Preliminary Technical Scoring of Proposals

The Agency will establish an evaluation team to review for compliance of the minimum requirements as set forth in Section 2. This evaluation team will then review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in [Section 6](#). Should a vendor fail to achieve 250 Points in the preliminary technical scoring, it will receive no further consideration from the evaluation team and the vendor's price proposal will be returned unopened. Price proposals will not be reviewed by the evaluation team during the preliminary technical review.

F. Step 4: Oral Interviews and Product Demonstrations

If the Agency determines that it is appropriate, vendors may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Agency retains the sole discretion to determine whether to conduct

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

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written proposals. Vendors are prohibited from altering the basic substance of their proposals during the oral interviews and product demonstrations. The Agency may ask the vendor to provide written clarifications of elements in their technical proposal regardless of whether it intends to conduct oral interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the proposals.

G. Step 5: Final Technical Scoring of Proposals

Following oral interviews, product demonstrations, 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 technical proposal.

H. Step 6: Price Proposal Review

Price proposals will be reviewed upon completion of the final technical scoring of proposals. The vendor's price proposal will be allocated a maximum potential score of 25 points. Vendors are advised that this **is not a low bid award** and that the scoring of the price proposal will be combined with the scoring of the technical proposal to determine the overall highest scoring vendor.

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

Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Number of Points for Score

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

No Best and Final Offer

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

I. Step 7: Final Selection

The Agency will conduct a final selection based on the final evaluation of the proposals or, if requested, as a result of the Best and Final Offer, and begin contract discussions with the selected vendor(s).

J. Rights of the Agency in Accepting and Evaluating Proposals

The Agency reserves the right, at its sole discretion, to:

- Make independent investigations in evaluating proposals;
- Request additional information to clarify elements of a proposal;

- Waive minor or immaterial deviations from the RFP and contract 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;
- Reject any and all proposals at any time; and
- Open contract discussions with the second highest scoring vendor and so on, if the Agency is unable to reach an agreement on contract terms with the higher scoring vendor(s).

SECTION 7 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received no later than the Proposal Due Date specified in the [Schedule of Events](#), herein.

Unless waived as a non-material deviation in accordance with [Section 6](#), late submissions will not be accepted and will be returned to the vendors unopened. Delivery of the Proposals shall be at the vendor’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 below. The Agency accepts no responsibility for damaged, mislabeled, or undeliverable mailed or emailed proposals. Any damage that may occur due to shipping shall be the vendor’s responsibility.

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE

RESPONSE TO RFP: BAE-RFP-2023-004 Statewide Professional Development

Electronic Proposals

Electronic Proposals must be addressed to:

TO: AdultEd@doe.nh.gov

Subject line must include: RESPONSE TO RFP: BAE-RFP-2023-004 Statewide Professional Development

Electronic Submissions must be submitted using the following criteria:

- a. Searchable PDF Format
- b. Files must be less than 10MB in size.

Exception: If files are greater than 10MB in size, the vendor will be required to submit their proposal in parts. It is the vendors responsibility to ensure a complete proposal is submitted.

Proposals must include one electronic copy of the Proposal with all Confidential Information fully redacted, as provided for in [Section 5H](#) of this RFP.

SECTION 8 – Proposal Content and Requirements

Proposals shall follow the below format and provide the required information set forth below:

A. 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](#) - Demonstrated Effectiveness
2. [Attachment 2](#) – Statewide Professional Development Application
3. [Attachment 3](#) – Budget Worksheets
 - a. FY24 Budget Worksheet
 - b. Budget Narrative
 - c. FY25-FY26 Budget Projections
4. [Attachment 4](#) – Required Documentation for Proposals
 - a. Acceptance of Terms and Conditions – there is an [acceptance form](#) included in this section.
 - b. Statement of Compliance with US Code of Federal Regulations and the Uniform Administrative Non-Profit Organization – there is an [acceptance form](#) included in this section.
 - 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](#)

B. Organizational Capacity/Vendor Experience

B.1 Vendor Experience

B.1.1 Organizational Information

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

B.1.2 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 2A](#) by completing an individual [Attachment 1](#).

B.1.3 Source of Data

Please indicate the source of the data used to complete the demographic and performance indicator sections. If possible, the data should come from information submitted to the Bureau of Adult Education or through some other audited source such as the NH Employment Security, NH Department of Health & Human Services or the NH WIOA Adult program.

B.1.4 Demographics

Please enter the total number of adult educators served.

Please enter the total number of hours of activities provided.

B.1.5 Activities Offered

Please enter the total number of activities that meet the following requirements:

- Activities for alignment with other core programs & one-stop partners
- Instruction improvement activities
- Development and dissemination of programmatic practices based on research.
- Role as a one-stop partner to provide access to employment, education and training services.
- Assistance with the use of technology
- Monitoring and evaluation of the quality of, and the improvement in adult education
- Dissemination of information about promising practices

B.2 Organizational Capacity

In Attachment 2, Statewide Professional Development Application, please follow the instructions before for Section 1 – Organizational Capacity

B.2.1 Vendor Experience

1. Please list the titles, qualifications and responsibilities of key program staff

2. Please attach job descriptions and resumes for all key program staff.
3. Describe the organization's prior experience providing professional development opportunities for adult educators.
4. Describe the geographic area(s) covered by the organization. Please include any satellite/outreach offices or community sites used to provide services.

B.2.2 Coordination with other Local Adult Education Centers

5. Please describe the organization's experience with local adult education centers including collaborative projects, coordinated programming or other partnerships.

B.2.3 Coordination with WIOA Core Partners

6. Please describe how the organization will work collaboratively with other core WIOA partners to provide/support professional development opportunities.

B.2.4 Coordination with Other Community Organizations

7. Please describe at least two collaborations with other community organizations that have increased the effectiveness of your program by helping to provide high quality professional development opportunities for adult educators.

8. 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.

B.2.5 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.

9. Please attach narrative of appropriation or audited financial records.

B.3 Scoring Details for Organizational Capacity/Vendor Experience

Organizational Capacity will be allocated a maximum score of seventy-five (75) points. The main purpose of this section is to measure the organization's experience and the experience of key staff in providing the services detailed in this RFP as well as the organization's ability to collaborate with various partners.

The score will consider:

- The resumes and job descriptions of key staff
- The financial stability of the organization
- Prior experience providing professional development activities for adult educators.
- Partnerships and collaborations with other core WIOA partners, local adult education agencies and community organizations
- Geographic area covered – statewide is preferred.

C. Alignment

The Statewide Professional Development Program must align activities with other core WIOA programs and one-stop partners including eligible providers to implement the strategy identified in the Combined State Plan and in WIOA under Section 103, including the development of career pathways to provide access to employment and training services for individuals in adult education and literacy activities.

Additional responsibilities include:

- Providing a representative to serve on the WIOA Interagency Professional Development Team
- Serve as the fiscal agent for the required WIOA infrastructure costs.

Previous professional activities include WIOA implementation and the role of adult education in WIOA.

C.1 Alignment with Core WIOA Partners

1. Please describe how the program will align activities with the other core WIOA Partners including how the mission and goals of the [NH State Workforce Plan](#) will be addressed.

C.1.1.1 WIOA Core Partners

The WIOA Core Partners include, but are not limited to:

- NH Office of Workforce Opportunity
 - Adult
 - Dislocated Worker
 - Youth
 - Senior Community Service Employment Program
- NH Employment Security
 - Wagner-Peyser
 - Trade Adjustment Assistance for Work
 - Jobs for Veterans
 - Unemployment Insurance
- NH Department of Education
 - Adult Basic Education and Family Literacy
 - Vocational Rehabilitation
 - Career and Technical Education

C.2 Scoring Details for Alignment

Alignment with core WIOA Partners will be allocated a maximum score of fifty (50) points. The main purpose of this section is to measure how well the proposed program will align activities to other core WIOA Partners as well as the mission and goals of the NH State Workforce plan including, but not limited to:

- What activities, workshops, conferences or trainings will address the mission and/or goals of the NH State Workforce plan?
- How will the program support adult education practitioners in aligning with the other core partners?

D. Instructional Improvement

The program must provide high-quality, professional development activities that address activities offered at local adult education agencies; instruction related to the specific needs of adult learners, instruction provided by volunteers and dissemination of information about models and promising practices related to such programs.

Previous professional development activities include integrating employability skills; preparing ESL learners for work and career pathways; curriculum alignment with the College & Career Readiness Standards for Adult Education; English Language Proficiency Standards, the essential components of reading; persistence; competency-based instruction; contextualized instruction; career navigator training; services for ESL students; and more.

D.1 Programs of Instruction

2a. Please describe the types of activities that the program will provide to address improving the instruction of adult education and literacy activities offered in New Hampshire.

2b. Please describe the type of activities that the program will offer to assist adult educators with incorporating the [essential components of reading](#) instruction, including STAR certification, as such components relate to adults.

The program must provide professional development activities that address the instruction and delivery of the following adult education and literacy activities:

- Adult Basic Education
- English as a Second Language
- Integrated Education and Training
- Integrated English Literacy and Civics Education
- Adult Diploma (state-funded)
- High School Equivalency Preparation

D.2 Adult Learners

3. Please describe the type of activities that the program will offer to improve instruction related to the specific needs of adult learners.

The program must provide professional development activities that address instruction related to the specific needs of adult learners including but not limited to:

- Individuals with low-level literacy skills
- English language learners
- [Individuals with disabilities, including learning disabilities](#)
- [Individuals with barriers to employment](#)
- [Low-income individuals](#)

D.3 Volunteers

4. Please describe the type of activities that the program will offer to improve instruction provided by volunteers.

The program must provide professional development activities that address instruction provided by volunteers.

D.4 Models and Promising Practices

5. Please describe the type of activities that the program will offer to disseminate information on models and promising practices in adult education.

The program must provide professional development activities that include dissemination of information on models and promising practices in adult education.

D.5 Curriculum Development

Historically, the Bureau has provided a “mini-grant” program called Earn and Learn as an opportunity for teachers to apply for a grant to develop curriculum. The Contractor will be responsible for the application, facilitating the evaluation, disseminating the product and issuing a stipend.

6. Please describe the type of activities that the program will offer to encourage the development and dissemination of curricula, including curricula incorporating the essential components of reading, as such components relate to adults.

D.6 Workplace Literacy

7. Please describe the type of activities that the program will offer to promote workplace adult education and literacy activities.

D.7 Curriculum Content Standards

8. Please describe the type of activities that the program will offer to identify curriculum frameworks and align content standards to the College and Career Readiness Standards for Adult Education¹ and the English Language Proficiency Standards².

Curriculum frameworks and content standards should take the following into consideration:

- The current adult skills and literacy assessment used in the State of New Hampshire. See NH Data & Assessment Policy in [Appendix E](#).
- The primary indicators of performance as described in WIOA Section 116.
- Standard and academic requirements for enrollment in non-remedial, for credit-courses in postsecondary education institutions or institutions of high education supported by the State.
- Where appropriate, the content of occupational and industry skill standards widely used by business and industry in the State.

¹ Available at: <https://lincs.ed.gov/professional-development/resource-collections/profile-521>

² Available at: <https://lincs.ed.gov/professional-development/resource-collections/profile-964>

D.8 Programs and Services for the Most Needy

9. Please describe the type of activities that the program will offer to encourage the development and implementation of programs and services to meet the needs of adult learners with learning disabilities or English language learners, which may include new and promising assessment tools and strategies that are based on scientifically valid research, where appropriate, and identify the needs and capture the gains of such students at the lowest achievement levels.

D.9 Scoring Details for Instruction Improvement

Instruction Improvement 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 offer activities to improve instruction including, but not limited to:

- Content of adult education and literacy activities
- Needs of adult learners
- Instruction by volunteers
- Dissemination of models and promising practices
- Curriculum development
- Workplace literacy
- Curriculum content standards
- Programs and services for the most needy
- Inclusion of occupational health & safety curriculum development and activities specifically for English language learners

E. Technical Assistance

The program must include technical assistance to eligible providers of adult education and literacy activities including the dissemination of promising practices based on research; the role of eligible providers as a one-stop partner; and assistance in the use of technology.

Previous professional development activities include Job-Embedded Professional Development activities; software specific training; assessment in adult education; teacher induction; and more.

E.1 Practice Based on Research

The program must provide technical assistance for the development and dissemination of instructional and programmatic practices based on the most rigorous or scientifically valid research available and appropriate in reading, writing, speaking, mathematics, English language acquisition programs, distance education and staff training.

Two required activities are the maintenance of the membership list for the Coalition on Adult Basic Education (COABE) and representing the NH professional development system on the Board of the New England Literacy Resource Center (NELRC).

10. Please describe the type of activities the program will provide as technical assistance for instructional practices based on valid scientific research.

E.2 Role in One-Stop

The program must provide technical assistance on the role of the eligible provider as a one-stop partner to provide access to employment, education and training services.

The program must also provide a representative to serve on the WIOA Interagency Professional Development Team.

11. Please describe the type of activities the program will provide as technical assistance for role as a one-stop partner.

E.3 Use of Technology

The program must provide technical assistance in the use of technology, including for staff training, to eligible providers, especially in the use of technology to improve system efficiencies.

Additionally, the program will facilitate the implementation of certain Bureau technology contracts including assigning user accounts, scheduling training and monitoring usage. Current contracts include:

- Edmentum
- Aztec Software
- Data Recognition Corporation – TABE InSight
- Burlington English
- Essential Education
- NorthStar Digital

The program will also facilitate the state membership in Innovating Distance Education in Adult Learning (IDEAL)³ through World Education.

The program will coordinate and maintain the statewide Canvas instance including the administration of a Google domain for authentication, manage access for staff and students, provide training, and create training opportunities available through in-person, online synchronous and asynchronous modes. Additionally, the program will maintain a calendar and video library for access to professional development materials and resources.

12a. Please describe the type of activities the program will provide as technical assistance for the use of technology, including for staff training and especially the use of technology to improve system efficiencies.

12b. Please describe the type of activities the program will provide for the development and implementation of distance education including professional development to support the use of instructional technology.

E.4 Scoring Details for Technical Assistance

Technical Assistance 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 offer technical assistance activities including, but not limited to:

- Practice based on research
- Role in the One-Stop

³ Information at: <https://edtech.worlded.org/professional-development/ideal-consortium/>

- Use of technology

F. Monitoring, Evaluation and Improvement

The program must include monitoring and evaluation of the quality of, and the improvement in, adult education and literacy activities and the dissemination of information about models and proven or promising practices.

Previous professional development activities include development and understanding of program report cards; webinar series on student management series; mentoring; a newsletter and use of an online discussion board; and more.

F. 1 Evaluation

The program must monitor and evaluate the quality of its programming. As a component of this evaluation, the program must meet with the Commissioner of Education (or his designed) and the Bureau of Adult Education Administrator on a bi-monthly basis to review professional development activities and their impact on the field.

13. Please describe how the program will monitor and evaluate the quality of its programming.

F.2 Improving Teacher Quality

The services provided by the program must align with the Adult Education Teacher Competencies and the Teacher Effectiveness Model in order to improve teacher quality and retention.

14. Please describe the type of activities that the program will provide for developing and piloting strategies for improving teacher quality and retention.

F.3 Improvement in Adult Education

15. Please describe the goal(s) of the program for providing the improvement of adult education and literacy activities for New Hampshire residents.

F.4 Scoring Details for Monitoring, Evaluation and Improvement

Monitoring, Evaluation and Improvement will be allocated a maximum score of fifty (50) points. The main purpose of this section is to measure how well the proposed program will monitor professional development activities, evaluate those activities and determine whether or not the activities lead to improvement in adult education including, but not limited to:

- Types of activities offered, specifically the dissemination of models and proven or promising practices within the State
- Variety of activities addressing specific populations such as low levels of literacy, individuals with disabilities, English language learners, low income individuals and individuals with barriers to employment
- The objective/goals of the activities
- Evaluation tools and analysis
- Realistic and achievable improvement goals

G. Capacity Building

The program is responsible for increasing capacity within the NH adult education field. This can include, but is not limited to:

- Increasing the number of NH adult educators with nationally recognized certification in the field of adult education such as STAR, TABE Administration and other applicable trainings.
- Increasing the number of adult education trainers in NH for topics such as College & Career Readiness Standards for Adult Education alignment, contextualized instruction, digital literacy skills, distance learning, and specialized curricula (i.e. I-DEA, Learning Circles, Universal Design for Learning, Integrating Employability Skills and Career Navigator).
- Improving access to professional development activities through a variety of delivery methods to ensure participation for part-time instructors, volunteers and those remotely located.
- Expanding access to national adult education activities such as training, workshops and conferences sponsored by American Institutes for Research, National Association of State Directors of Adult Education, Coalition on Adult Basic Education, IDEAL Consortium or other similar organizations.

16. Please describe how the program will increase the capacity to provide training, including national certification as well as specific topics.

17. Please describe how the program will increase accessibility for instructors and volunteers who may not be available for face-to-face meetings.

F.1 Scoring Detail for Capacity Building

Capacity Building will be allocated a maximum score of fifty (50) points. The main purpose of this section is to measure how well the proposed program will increase capacity for training and expand professional development opportunities for NH adult educators including, but not limited to:

- How will additional trainers be trained to provide professional development services within the state particularly for national recognized certifications?
- How will adult educators who have full-time jobs in other fields, be able to access professional development opportunities?
- How will participation in professional development activities be increased?
- How will adult educators be assisted in accessing national activities?

H. Facilitation

This program is responsible for the facilitation of various activities, groups/committees and serving as a fiscal agent for the Bureau including but not limited to:

- Provide a Statewide Professional Development Director, and appropriate support staff, who will collaborate with the Bureau of Adult Education to perform the following duties:
 - Facilitation of all professional development workshops including providing online registration, tracking participation, preparing agendas, disseminating resources/minutes and the issuing of professional development certificates.

- Facilitate special projects including IET Design Boot Camp, Earn & Learn grant, high school equivalency preparation workshops, an annual conference and other projects as assigned by the Bureau of Adult Education.
- Convene and facilitate meetings for the following advisory committee:
 - Mentor Team – The Mentor team is responsible for forming Communities of Practice and providing mentoring services to programs to assist teachers with improving student achievement.
- Attend all Program Director meetings to share professional development opportunities and resources.
- Maintain and update the NH Adult Education website including an online registration form, outreach materials and course catalogs.
- Provide a Statewide Disabilities Coordinator who will collaborate with the Bureau of Adult Education to perform the following duties:
 - Provide consulting services to all program staff which addresses working with students with disabilities including pre-screening assessments, referrals for further testing and strategies for teachers.
 - Convene and facilitate meetings for the following advisory committee:
 - Disabilities Committee – responsible for Annual Training for Disabilities Coordinators, approval of Assessment services applications, coordinate services for students with disabilities.
 - Assist programs with referring students to NH Vocational Rehabilitation or other community resources.
 - Act as a liaison between NH Adult Education and ETS for testing accommodations granted to adult students with disabilities.
- Provide additional support staff as needed including a Data Analyst to assist with preparing data reports to inform local program improvement, technical assistance for local program staff on data reporting, data matching for outcomes and evaluating the effectiveness of professional development activities.
- Serve as the fiscal agent to manage the following services:
 - All stipends and mileage reimbursement for presenters, trainers and eligible participants in Bureau-sponsored professional development activities.
 - Memberships in professional development associations such as the Coalition on Adult Basic Education, the New England Literacy Resource Center and IDEAL Consortium including representing NH adult educators as appropriate.
 - Tuition reimbursement for approved college courses and practitioner-related workshops, payment of grant awards through the Earn & Learn program, scholarships and other fees as appropriate.
 - Costs associated with operating professional development activities such as travel, food, copies and resource materials.
 - All costs associated with the maintaining the NH Adult Education website.
- Subcontract with other organizations as needed to provide necessary expertise.

18. Please describe how the Statewide Professional Development Director will facilitate the required activities listed above and any other activities included in the Proposal.

19. Please describe how the Disabilities Coordinator will facilitate the required activities listed above and any other activities included in the Proposal.

20. Please describe how the program serve in its role as a fiscal agent including the required activities listed above and any other activities included in the Proposal.

H.1 Scoring Details for Facilitation

Facilitation 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 facilitate professional development activities, manage personnel and serve as a fiscal agent including, but not limited to:

- What systems or procedures will be used to organize the facilitation activities?
- Are there other essential activities in addition to the required activities listed above that would increase the effectiveness of facilitating the professional development system?

I. Budget

Budget worksheets are located in [Attachment 3](#). The following worksheets are included:

1. FY24 Budget
2. Budget Narrative
3. Budget Projections FY25 and FY28

The proposed budget must be compliant with the federal laws listed below. 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 2 Budget Worksheets.

I.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

I.2 FY24 Budget Worksheet

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

I.2.1 Personnel

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.

NOTE: *There is a 5% cost limitation on Administrative Costs⁴ (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.*

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

⁴ 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 om alignment with local workforce pans, 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).

1.2.2 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.

1.2.3 Purchase 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

1.2.4 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

1.2.5 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 has contracts, as a result of a competitive bid, for digital subscriptions that are provided at no-cost to local providers. Justification for additional subscriptions must be described in the Budget Narrative.*

1.2.6 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 FY20. Those desk top computers, laptops and tablets will be distributed to programs awarded funding through this RFP.*

1.2.7 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

1.2.8 Other Uses of Funds

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

indirect cost.

9. Please list the indirect cost.

I.3 Budget Narrative

Please 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 FY21 Budget Worksheet.

I.4 Budget Projections FY25 – FY28

Please review the FY 25 – FY28 Budget Projection worksheet. Line items entered on the FY24 Budget Worksheet will be automatically transferred to this worksheet. Increase for each year are estimated at 3%.

NOTE: Detailed FY25 – FY 28 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 established a Not to Exceed amount on any contracts requiring Governor & Council approval.

Appendix A – P-37 State Terms and Conditions

SAMPLE

| FORM NUMBER P-37 (version 2/23/2023)

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 Unit and Class	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 Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> 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: _____			

SAMPLE

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, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

SAMPLE

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

SAMPLE

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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.

Appendix B – WIOA Glossary

See separate document

Appendix C – NH State Workforce Plan Summary

NOTE: *The State Plan is scheduled to be revised in 2024. A Vendor 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.*

NH Works Combined State Plan 2022-2024

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 – Department of Education Required Exhibits D – H for Contracting

SAMPLE

EXHIBIT D

Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

Contractor Initials _____
Date _____

SAMPLE

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.

Contractor Initials _____
Date _____

SAMPLE

Exhibit F Anti-Lobbying

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

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

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials _____
Date _____

SAMPLE

Exhibit G

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

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Contractor Initials _____
Date _____

Appendix E – NH Data & Assessment Policy

Please see separate attachment.

Attachment 1 – Demonstrated Effectiveness Chart

See separate document

Attachment 2 – Statewide Professional Development Application

See separate document

Attachment 3 – Budget Worksheet

See separate document

Attachment 4 – Required Documentation for Proposal

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

1. From [Section 3C](#) 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 A](#).
 - A [form for acceptance](#) is available in this section.
2. From [Section 3D](#) 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 8B](#) 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 8.B.2.4](#) 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 8B2.5](#) 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.

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 for Contracting

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 A](#) 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 Debarment 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 \(Non-Profit Organizations\)](#)

Certificate of Good Standing

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 M. Gardner

William M. Gardner
Secretary of State

Certificate of Insurance




CERTIFICATE OF LIABILITY INSURANCE

JOHNSNO-01 DMEANEY

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 EMAIL: info@masoninsure.com ADDRESS:	
INSURED 		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company NAIC # 20281 INSURER B: Executive Risk Indemnity NAIC # 181 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME(S) 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.

INSR LTR	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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PER OCC <input checked="" type="checkbox"/> LOC OTHER:		35873320	09/09/15	09/09/16	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
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED 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 accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		73541066	09/09/2015	09/09/2016	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXEC OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF COVERAGE	N/A	71733182	09/09/2015	09/09/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	ERRORS & OMISSIONS		82120859	09/09/2015	09/09/2016	EACH OCC/GEN AGG 1,000,000
A	DIRECTORS & OFFICERS		81595534	11/09/2014	11/09/2015	EACH OCC/GEN AGG 3,000,000

DESCRIPTION OF COVERAGE, CONDITIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 It is hereby acknowledged and agreed that NH Department of Health and Human Services is included as an additional insured as respects general liability as required by written 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 
---	---

ACORD 25 (2014/01)

© 1988-2014 ACORD CORPORATION. All rights reserved.
 The ACORD name and logo are registered marks of ACORD

Certificate of Authority

Below are several examples of Certificate of Authority. During the contracting phase, the Agency will work with the selected Vendor to identify the appropriate certificate to use.

SAMPLE

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, _____, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
_____. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on _____, 20____,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That _____ (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

_____ with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
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. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. 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)

SAMPLE

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, _____, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
_____. I hereby certify the following is a true copy of the
(Name of Corporation)
current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or
Articles of Incorporation authorize the following officers or positions to bind the
Corporation for contractual obligations _____.
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions
authorized: _____.
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority **shall remain valid**
for thirty (30) days from the date of this certificate.

DATED: _____

ATTEST: _____
(Name & Title)

SAMPLE

Certificate of Authority # 6

*(Limited Partnership or LLC- Corporate General Partner
or Manager)*

Corporate Resolution

I, _____, hereby certify that I am duly elected Clerk/Secretary of
(Name)
_____. I hereby certify the following is a true copy of a vote taken at a
(Name of Corporation)

meeting of the Board of Directors/shareholders, duly called and held on _____, 20 __,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That _____ is duly authorized to enter a
(Name and Title)

contract on behalf of _____ which is the general
(Name of Corporation)

partner of _____ a limited partnership,
(Name of Limited Partnership)

with the _____, State of New Hampshire and
(Name of State Agency)

further is authorized to execute any documents 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 _____, 20 __. I further certify that it is understood that the
State of New Hampshire will rely on this certificate as evidence that the person listed above
currently occupies the position indicated and that they have full authority to bind the
corporation and that the corporation as the general partner has full authority to bind the
limited partnership to the specific contract indicated. This authority **shall remain valid for
thirty (30) days** from the date of this Corporate Resolution.

DATED: _____

ATTEST: _____
(Name & Title)

SAMPLE

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 comment 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.

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.

General Assurances

[For LEAs \(Local Education Agencies\)](#)

[For Reporting Authorities \(education agencies other than LEAs\)](#)

[For Charter Schools](#)