

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
Independent Living Part B**

**RFP 2021-VR#1**

**SECTION 1 – Overview and Schedule**

**A. Executive Summary**

The Department of Education, Bureau of Vocational Rehabilitation, seeks proposals from entities to provide Independent Living, Part B, services. The Independent Living Program provides funding to community not-for-profit or faith based organizations meeting the requirements for the provision of independent living services to persons with significant disabilities. Applicants must successfully communicate a comprehensive approach to provide core and allowable independent living services to persons with a disability and the community served by the organization as it relates to the implementation of the program’s standards. The purpose of the Independent Living (IL) program is to promote a philosophy of Independent Living , including a philosophy of client control (defined as vesting the power or authority of the organization in individuals with disabilities, including individuals who are or have been recipients of IL services), peer support, self-help, self-determination, equal access, and individual and system advocacy, in order to maximize the leadership, empowerment, independence, and productivity of individuals with disabilities, and the integration and full inclusion of individuals with disabilities into the mainstream of American society.

The contracts developed will be for the upcoming two fiscal years (10/1/21-9/30/22 and 10/1/22-9/30/23) pending funding from the Administration on Community Living. In recent years the agency has received approximately \$338,000 for these services per year.

**B. Schedule**

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

<b>EVENT</b>	<b>DATE</b>	<b>LOCAL TIME</b>
RFP Released to Proposers (Advertisement)	3/8/21	
Site Visit(s), if needed	n/a	
Proposer Inquiry Period Ends	3/22/21	4:00 PM
Final Agency Responses to Proposer Inquiries	3/29/21	4:00PM
Proposers Submit Proposals	4/26/21	4:00 PM

Estimated Notification of Selection of Vendor(s)	5/03/21	
Contract Negotiations	May 2021	
Governor and Council Approval	July/August 2021	
Contract Begins	10/1/21	

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

Vocational Rehabilitation is requesting proposals for Independent Living, Part B, program services to provide core services in alignment with 45 CFR 1329. Vocational Rehabilitation is the designated state entity (DSE) per the selection of the State Independent Living Council (SILC) to administer the program, in collaboration with the Governor’s Commission on Disability (staff to the Council).

**SECTION 3 – Proposed Scope of Work**

The New Hampshire Bureau of Vocational Rehabilitation (NHVR) is requesting proposals for Independent Living, Part B, program providers to offer core services in alignment with 45 CFR 1329, and the adopted and approved State Plan for Independent Living (SPIL) covering the timeframe of 2021-2023. Potential services being solicited to provide include:

1. Information and referral services;
2. Independent Living Skills Training: e.g. any services, techniques, strategies, and approaches that will enable persons with disabilities to function independently, effectively, and efficiently in their work, home, or other environments, consistent with the opportunity to enjoy living in an integrated lifestyle. Specifically, proposed services for particular disabilities (e.g. sensory disabilities such as blindness, deafness, and the like; physical disabilities; intellectual/developmental disabilities; traumatic brain injuries (TBIs); and other disabilities should be outlined in detail, including any collaborative efforts and partnerships with organizations possessing appropriate expertise that will enable the primary provider to deliver high-quality services to these program consumers;
3. Access Technology instruction, to enable all persons with disabilities to function competently and independently, using the targeted and disability-specific Access Technology that will enable them to perform personal, professional, and other tasks with ease;
4. Communications Techniques and Strategies, including proposed services to deliver all forms of interpreter services to those who are deaf or hard-of-hearing, or who require other non-hearing-related supports to communicate effectively with the broadest array of individuals, relying on a minimal amount of support from others;
5. Peer counseling, including cross-disability peer counseling;
6. Individual and systems advocacy;
7. Services that:
  - a. Facilitate the transition of individuals with significant disabilities from nursing homes and other institutions to home and community-based residences, with the requisite supports and services;
  - b. Provide assistance to individuals with significant disabilities who are at risk of entering an institution so that the individuals may remain in the community;

- c. Facilitate the transition of youth who are individuals with significant disabilities, who were eligible for individual education plans, to any adult-based services that may be appropriate for their ability to live independently; and
  - d. Deliver any other innovative and creative services that have not previously been identified and provided to eligible residents of New Hampshire, which will significantly enhance their ability to realize the capacity to live independently, with minimal reliance on other service providers or sources of natural supports that any qualified consumer may have available to them. While reliance on Medicaid funded services will not be dismissed or disqualified from this competition, NHVR is looking, in particular, for contractor(s) who have the financial resources and other capacity to deliver these services without denying otherwise qualified persons with disabilities access to these services/programs, where the individual consumer may not be a Medicaid-eligible individual.

The contractor(s) will be responsible for maintaining consumer case records, developing and maintaining a database for federal reporting, sending required reports and billing, and filing a federal report. The contractor(s) shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, for the benefit of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. In addition, the contractor(s) must have worker's compensation insurance coverage in most circumstances, except where the potential provider is a solely owned, small business, where having Worker's Compensation insurance is not determined to be required.

## **SECTION 4 – Process for Submitting a Proposal**

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

Proposals submitted in response to this RFP must be received by the Bureau of Vocational Rehabilitation, no later than the time and date specified in the Schedule section herein. Proposals may be submitted solely by electronic means, e.g. email, delivered via a flash drive, or other acceptable electronic formats. Proposals must be addressed to:

**State of New Hampshire**  
**Department of Education**  
c/o

**Daniel B. Frye, Administrator, Services for the Blind and Vision-Impaired**

Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE**

**RESPONSE TO RFP 2021-VR#1**  
**Independent Living, Part B**

Unless waived as a non-material deviation in accordance with Section 6B, late submissions will not be accepted and will be returned to the proposer unopened. Delivery of the Proposals shall be at the Proposer's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated above. The Agency accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Proposer's responsibility.

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

- a) One (1) clearly identified electronic copies of the Proposal, including all required attachments contained on digital media such as a flash drive;
- b) One electronic copy of the Proposal with all Confidential Information fully redacted, as provided for in Section 7E of this RFP.
- c) Proposals submitted electronically should be addressed to: [Daniel.B.Frye@doe.nh.gov](mailto:Daniel.B.Frye@doe.nh.gov)

**B. Proposal Inquiries**

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

TO: Daniel B. Frye [Daniel.B.Frye@doe.nh.gov](mailto:Daniel.B.Frye@doe.nh.gov)

CC: Lisa Hinson-Hatz; [Lisa.K.Hatz@doe.nh.gov](mailto:Lisa.K.Hatz@doe.nh.gov)

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

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

**C. Restriction of Contact with Agency Employees**

From the date of release of this RFP, until an award is made and announced regarding the selection of a Proposer(s), all communication with personnel employed by, or under contract with, the Agency regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor(s) during the selection process, unless otherwise authorized by the RFP Points of Contact. Proposers may be disqualified for violating this restriction on communications

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

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

### **SECTION 5 - Content and Requirements for a Proposal**

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

1. Table of Contents
2. Glossary of Common Terms, to include any technical terms and acronyms
3. Company Profile/Background, overview of the company including:
  - a. Number of years in business
  - b. Number of employees
  - c. Location(s)
  - d. Expertise
4. Key Personnel
5. References (minimum 3)
6. Project & Service Provision Summary
7. Implementation Plan
8. Cost Proposal

#### **Project Summary Guidelines**

Proposers must include a **Project Summary**, not to exceed 5 pages (Arial 10 Font), describing the Proposer's project design and approach for meeting the goals and deliverables outlined above. The Project Summary should include the following:

- Prior Experience
  - with the target population – Independent Living clients and/or those with independent living needs
  - delivering the required service
  - with New Hampshire NHVR (if applicable)
- Performance Goals and Measurement
  - Clearly defined deliverables and milestones
  - Plan and Timeline for achieving goals and deliverables outlined above

- o Plan for corrective action if deliverables or timeline are not being met
- Staffing/Project Personnel
  - o appropriately credentialed and/or experienced staff
  - o Reasonable number of staff and level of effort to achieve project goals
  - o Reasonable staffing costs
  - o Clear communication plan for project staff, NHVR staff
- Organizational Resources and Contributions to the project
  - o Facilities
  - o Staff
  - o Technology
  - o Marketing tools

## VI. PROJECT BUDGET:

### I. Budget

A. Each proposer shall include a detailed Line Item Budget with a Lump Sum Price, and a Budget Narrative, following the Budget Narrative Guidelines below. Budgets should be defined in State Fiscal Year Terms (i.e. FY22-7/1/21-6/30/22, FY23 -7/1/22-6/30/23.

B. **Budget Narrative Guidelines** - The budget narrative should clearly explain and justify each line item cost in the detailed budget, and should incorporate the following:

C.

- PERSONNEL/STAFF - Include all personnel (or staff) to be paid on this project. For each person, include:
  - o Name (or 'to be hired')
  - o Project Role and Qualifying Experience/Credentials
  - o Percent Effort (working on the project)
  - o Number of Months (expected to be working on the project)
  - o Description of Job Duties (on the project)

TRAVEL – Include travel expenses for any meetings to be attended and reimbursed for under this project. For each travel expense, include:
 

- o Meeting Name (and estimated date if known)
- o Purpose of Meeting (and how it relates to the project)
- o Meeting Location
- o Cost Breakdown per Traveler (to include per diem, airfare, lodging, rental car, and any fees)

- SUPPLIES – Include any supplies needed to carry out the project. In the Budget Narrative, be sure to include:
  - o Description and Purpose (of product/item needed)
  - o Quantity (anticipated throughout project)

o Cost Estimate or Quote

**D.** By the submission of a proposal, the proposer certifies:

- Services and prices in the proposal have been determined independently, without consultation, communication or agreement for the purpose of restricting competition;
- No attempt has been made nor will be made by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition;
- The person signing this proposal is authorized to legally represent the company or firm, and is legally responsible for the decision as to price and supporting documentation provided as a result of the RFP;
- The proposer will comply with all Federal, State, and Agency policies, guidelines, and requirements; and
- Prices in the proposal have not been knowingly disclosed by the proposer and will not be disclosed prior to award to any other proposers.

**II. Payment**

Each proposer will include in their proposed a monthly Payment Schedule based on project milestone achievements. Payment terms and a final payment schedule will be negotiated at the time of the contract. Contract payments are subject to availability of funds.

**SECTION 6 – Evaluation of Proposals**

**A. Criteria for Evaluation and Scoring**

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

If the Agency, determines to make an award, the Agency will issue an “intent to negotiate” notice to a Proposer based on these evaluations. Should the Agency be unable to reach agreement with the selected Proposer during Contract discussions, the Agency may then undertake Contract discussions with the second preferred Proposer and so on, or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

The Agency will use a scoring scale of 0-100, a maximum of 30 awarded based on the Price Proposal, a maximum of 70 awarded for the Technical Proposal, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
TECHNICAL PROPOSAL	<b>70</b>

PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	30
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

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

**B. Planned Evaluations**

The Agency plans to use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Preliminary evaluation of the Proposals;
- Oral interviews and Product Demonstrations (if necessary);
- Final Evaluation of Technical Proposals and scoring;
- Final Evaluation of [other categories] and scoring (If Applicable);
- Review of Price Proposals and final scoring;
- Best and Final Offer (BAFO) if applicable/appropriate; and
- Select the highest scoring Proposer and begin contract negotiation.

**C. Initial Screening**

The Agency will conduct an initial screening step to verify Proposer compliance with the technical submission requirements set forth in the RFP and the minimum content set forth in Section 5 of this RFP. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

**D. Preliminary Technical Scoring of Proposals**

The Agency will establish an evaluation team to initially score the Technical Proposals. This evaluation team will review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6. Should a Proposer fail to achieve 65 Points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Proposer’s Price Proposal will be returned unopened. Price Proposals will remain sealed during the preliminary technical review.



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

If the Agency determines that it is appropriate, proposers 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 specific proposers and to determine the number of interviews to conduct/offer. Proposers are advised that the Agency may decide to conduct interviews with less than all responsive proposers.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Proposers are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. The Agency may ask the Proposer to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct oral interviews.

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

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

Following oral interviews, product demonstrations, reference checks (if applicable/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.

## **G. Price Proposal Review**

Price Proposals will be reviewed upon completion of the final technical scoring of Proposals. The Proposer's Price Proposal will be allocated a maximum potential score of 30 points. Proposers are advised that this **is not a low bid award** and that the scoring of the Price Proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Proposer.

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

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

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

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

The Proposal should be submitted initially on the most favorable terms which the Proposer can offer. There will be no best and final offer procedure. The Proposer should be prepared to accept this RFP

for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

## **I. Final Selection**

The Agency will conduct a final selection based on the final evaluation of the initial proposals or, if requested, as a result of the Best and Final Offer and begin contract negotiations with the selected Proposer.

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

The Agency reserves the right to:

- Make independent investigations in evaluating Proposals;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the Agency's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open contract discussions with the second highest scoring Proposer and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

## **SECTION 7 – Terms and Conditions Related to the RFP Process**

### **A. RFP Addendum**

The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum/addenda to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

### **B. Non-Collusion**

The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Proposers and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

### **C. Property of the Agency**

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

### **D. Confidentiality of a Proposal**

Unless necessary for the approval of a Contract, the substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the Agency will be grounds for disqualification.

### **E. Public Disclosure**

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a Contract. At the time of receipt of Proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a Contract to the Governor & Executive Council pursuant to this RFP, the Agency will post the name and rank or score of each Proposer. In the event that the Contract does not require Governor & Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least 5 business days before final approval of the Contract.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this Request for Proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any Contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

If you believe any information being submitted in response to this Request for Proposal, Bid or Information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempted from disclosure.

Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the Contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to the Agency to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Agency will notify the Proposer of the request and of the date the Agency plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the Agency may release the requested information on the date specified in the Agency's notice without any liability to the Proposers.

## **F. Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

## **G. Proposal Preparation Cost**

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

## **H. Ethical Requirements**

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

## **I. Challenges on Form or Process of the RFP**

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Agency at least ten(10) business days prior to the Proposal Submission Deadline. By submitting a Proposal, the Proposer is deemed to have waived any challenges to the form or procedures set forth in this RFP.

## **SECTION 8 – Contract Terms and Award**

### **A. Non-Exclusive Contract**

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified

under this procurement or make an award by item, part, or portion of an item, group of items, or total Proposal.

## **B. Award**

If the State decides to award a Contract as a result of this RFP process, any award is contingent upon approval of the Contract by 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 successful Proposer to execute a Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix A.

The Term of the Contract will be for 2 years from the date of approval.

The Agency may consider modifications of this form during negotiations. To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. The Agency will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Agency accepts a Proposer's exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.