

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
Comprehensive Quality Assurance System**

Vocational Rehabilitation

RFP 2021- VR #2

SECTION 1 – Overview and Schedule

A. Executive Summary

The Department of Education, Bureau of Vocational Rehabilitation (VR) seeks proposals to design and implement a comprehensive quality assurance system for the agency. The system will provide quality assurance system components for the VR program. The contractor will research the current quality assurance system, design the new system, and provide training and materials for VR staff to implement and maintain the new system.

The contractor will, first and foremost, have a deep understanding of quality systems and the ability to apply quality principals in diverse environments. An in depth knowledge of the Workforce Innovation Opportunity Act (WIOA), the Rehabilitation Act, as amended by WIOA, the federal regulations that guide the VR program (34 CFR Part 361), Rehabilitation Services Administration (RSA) reporting requirements, Uniform Grant Guidance requirements (2 CFR 200), RSA Monitoring and Technical Assistance Guide, ISO 9001:2015-Quality Management Systems and other related internal auditing standards and resources is also beneficial.

The contractor will have extensive experience designing and implementing quality assurance systems, although prior experience with a VR state agency is not required. The agency is interested in identifying any internal controls and risk assessment tools that can be implemented along with statistical process control (SPC)'s or other management performance dashboards to allow continuous improvement for the program.

The contract developed will be for the following period: 1/1/21 (or upon Governor and Council approval)-12/31/21, pending funding from the Rehabilitation Services Administration.

B. Schedule

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

EVENT	DATE	LOCAL TIME
RFP Released to Proposers (Advertisement)	11/17/2020	
Question/Answer bidder conference Zoom Meeting *email Lisa Hinson-Hatz/Ella McAllister for zoom link	12/30/2020	12:30-2:00 PM EST
Proposer Inquiry Period Ends	12/3/2020	4:00 PM
Final Agency Responses to Proposer Inquiries	12/4/2020	4:00 PM
Proposers Submit Proposals	1/8/2021	4:00 PM
Estimated Notification of Selection of Vendor	1/29/2021	
Contract Development	February 2021	
Governor and Council Approval (G&C)	February/March 2021	
Contract Begins	Upon G&C approval	

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

Vocational Rehabilitation in New Hampshire has approximately 80 staff. The agency is a combined agency with the general program and the blind services program under one program. The agency is in an order of selection (OOS) and has three priority categories. VR has 29 VR Counselors that work with approximately 3000 individuals with disabilities at any time. In addition, the program works with approximately 80 Community Rehabilitation Programs (CRP's) that provide job development, placement and support to individuals on the job.

Quality assurance in the VR process is critical to ensure the program is providing services of the highest quality. The VR program begins with a referral for services. Once a referral is completed the individual becomes an applicant for services. Eligibility determination occurs within 60 days of becoming an applicant. A comprehensive assessment, to the extent necessary, occurs to identify the specific job goal and what services might be necessary to achieve a competitive, integrated employment outcome. Once this is completed, and within 90 days of eligibility determination, an individual plan for employment is developed and service provision begins. Upon service provision completion, job development, placement and support (if needed) is provided. Once the individual has been employed and stable in employment, for at least 90 days their case will be closed. The individual could utilize post-employment services, if needed, after case closure, to stabilize employment. VR is very individualized in services and can provide a complete menu of services that assist individuals to achieve their goals.

SECTION 3 – Proposed Scope of Work

Vocational Rehabilitation is requesting proposals for a Comprehensive Quality Assurance System. Services to be provided include:

- 1-Quality Assurance Assessment of current practices with Draft Quality Assurance Plan Deliverable
- 2-Quality Assurance Activity Development with Final Plan Deliverable
- 3-Training of VR Staff, at various levels on the new system

- 4-Implementation of the new QA system

The following additional factors contribute to the scope of work:

- The contractor will work as a team with Department staff to develop specific components to the comprehensive QA system.
- The contractor will perform a thorough assessment of the program and identify areas of low, moderate, and high risk for federal and state compliance that:
 - includes a review of resources and needs, including but not limited to the federal monitoring report, state audits, agency data reports, the comprehensive statewide need assessment and agency staff, and
 - results in an initial plan for creating a quality assurance system for Vocational Rehabilitation (development plan)
- The contractor will implement the development plan which should include no less than the following activities
 - The contractor will assist the Department with the development of QA forms and job descriptions.
 - The contractor will engage closely with the new Quality Assurance Technical Assistance Center to develop this comprehensive system.
 - The contractor will incorporate work on developing a Satisfaction Survey, either alone or in conjunction with any other local entity already tasked with developing this instrument.
 - The contractor will outline a process for utilizing the results to correct or improve areas of low performance or compliance.
 - The contractor will incorporate in its plan a training protocol for staff that includes direct, in-person instruction, exposure to the annual QA summit, and other best practices in Vocational Rehabilitation.
 - The contractor will develop training in QA and QA methodology
 - The contractor will develop an implementation plan
- The contractor will implement the implementation plan which should include no less than the following activities
 - The contractor will provide training for VR QA team
 - The contractor will assist VR conduct onsite review for baseline information and initiation of the QA system
 - The contractor will outline steps and processes for analyzing and using the results to improve VR performance and compliance
 - The contractor will include recommendations and activities for sustainability of the QA system and outline future steps for the QA team and the Agency.
- The contractor will focus its efforts on developing a Quality Assurance system that includes incorporation of case compliance standards required by the Rehabilitation Services Administration (RSA).
- The contractor will also incorporate protocols and procedures to enhance the priorities and justifiable needs of our Vocational Rehabilitation consumers.

- The contractor will consider factors that apply to both the general and blindness-specific caseloads, where these may be somewhat different, and generate recommendations that will strengthen service delivery to our diverse constituency.

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 by Email. Proposals must be addressed to:

**State of New Hampshire
Department of Education
c/o
Lisa Hinson-Hatz, VR Director**

Lisa.K.Hatz@doe.nh.gov and

cc: Beth Durant, Field Service Administrator

Elizabeth.A.Durant@doe.nh.gov

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE

RESPONSE TO RFP 2021-VR #2

Comprehensive Quality Assurance System

Unless waived as a non-material deviation, 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) electronic version of the Proposal, including all required attachments;
- b) One (1) redacted, electronic version of the Proposal, with all Confidential Information fully redacted, including all required attachments.

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: Lisa Hinson-Hatz; Lisa.K.Hatz@doe.nh.gov

CC: Beth Durant; Elizabeth.A.Durant@doe.nh.gov

CC: Ella McAllister; Ella.K.McAllister@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; however, this date is subject to change at the Agency's discretion. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. The Agency may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above. The RFP and answers to questions will be posted on the department's website at: <https://www.education.nh.gov/partners/working-nh-doe/requests-proposals>.

C. Restriction of Contact with Agency Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Agency regarding this RFP is forbidden unless first approved by the RFP 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 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 with resumes
5. References (minimum 3)
6. Statement of Need
7. Project & Service Provision Summary with timelines
8. Example of QA project completed
9. Implementation Plan
10. Cost Proposal/Budget must defined by two/three state fiscal years (depending on how long the proposed contract will take to accomplish. (SFY 2021 contract start date-6/30/2021 and SFY 2022- 7/1/2021-12/31/2021). A brief example is below. Please also identify how proposed billing would occur throughout the project.

Cost Item	FY 2021	FY 2022
Materials		
Staff time		

Project Summary Guidelines

Proposers must include a **Project Summary**, not to exceed 20 pages (page limit does not include all other sections), 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

- Performance Goals and Measurement
 - o Clearly defined deliverables and milestones
 - o 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 (Not to Exceed), and a Budget Narrative, following the Budget Narrative Guidelines below.
- 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:
- **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 as determined by the scoring sheet below:

Quality Assurance System Proposal Criteria

Reviewer: _____

Organization: _____

Criteria	TOTAL SCORE FOR PROPOSAL _____
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Proposal Summary	No points.
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An introduction giving an overview of the project and the funding requested

1. Statement of Need	10 points _____
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- **This can also be a “problem statement”**
- **Give examples of the need**
- **Include data to illustrate the importance of a QA system**

2. Project Description	35 points _____
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- **Services to be provided**
- **Objectives of the project**
- **Projected phases of the project**
- **Detailed description of how the project will meet the demonstrated need**
- **Short biography of personnel who will provide the services**
- **Expected outcomes/benchmarks**
- **Proposed evaluation process including what methods will be used to evaluate the impact and outcomes on persons served**

3. Organizational Capacity **15 points**_____

- **Description of the organization**
- **Mission statement**
- **Population served**
- **Description of current programs and services**
- **Location of programs**

5. Quality Assurance Experience **10 points**_____

- **Describe an existing collaboration or partnership between your organization and other similar requests for quality assurance systems**
- **Share an example of a relatable quality assurance program**
- **Review the sample**
 - **Does the project provide all elements requested in the RFP?**
 - **Does the project assist the agency in making program improvements?**

6. Project and Organization Budget **30 points**_____

- **Total project budget**
- **Total organization budget (including rationale for each line item) showing:**
 - **Salary and fringe benefits**
 - **Non-personnel expenses (such as office supplies, rent, insurance)**
 - **Indirect costs, when appropriate**
 - **Items paid by funding source**
 - **Other funding sources and volunteers**
- **Last available financial audit and six months of financial statements and bank statements**

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

Cost proposal calculations will also factor into the overall score for the proposals (as identified in subsection G. below).

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

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Proposers are prohibited from altering the basic substance of their Proposals during the oral interviews 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 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 financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

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

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

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

F. Non-Commitment

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

G. Proposal Preparation Cost

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

H. Ethical Requirements

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any

elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

I. Challenges on Form or Process of the RFP

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