

Governance Unit  
 101 Pleasant Street  
 Concord, New Hampshire 03301

October 29, 2020

## REQUEST FOR PROPOSALS

RFP #SPED-2020-06

### Special Education Complaint Investigators

#### EXECUTIVE SUMMARY

The New Hampshire State Department of Education, Governance Unit, is seeking proposals from individuals to serve as New Hampshire Special Education Complaint Investigators, responsible for conducting special education complaint investigations across the State. Investigators are responsible for investigating alleged violations of special education law, which may include on-site visits and issuing a written report with recommendations to the Commissioner.

The New Hampshire Standards for the Education of Children with Disabilities (Adopted March 23, 2017), Ed 1121.02(a) requires that the Commissioner of Education assign an independent investigator to investigate an alleged complaint including conducting an on-site investigation, if necessary, and issue a written report with recommendations to the Commissioner.

The Department expects to award two-year contracts, effective July 1, 2021 to five (5) individual contractor(s). Unless there is a change in the plan requirements and/or services to be delivered, the cost for each individual contract shall not exceed the amount of \$20,000.00 annually, or \$40,000.00 total for the two-year contract period.

All advisory committees are encouraged to distribute this Request for Proposals (RFP) to any/all qualified individuals/organizations.

#### SCHEDULE

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

<i>Event</i>	<i>Date</i>	<i>Local Time</i>
RFP Released to Proposers (Advertisement)	10/29/2020	
Proposer Inquiry Period Ends	11/6/2020	4:00pm
Proposers Submit Proposals	11/30/2020	4:00pm
Estimate Timeframe for Proposer Oral Presentation and Interview (if applicable)	Week of 12/14/2020	
Estimated Notification of Selection and Begin Contract Negotiations	1/4/2021	

## **DESCRIPTION OF THE DEPARTMENT OF EDUCATION, GOVERNANCE UNIT**

The New Hampshire Department of Education, Governance Unit encourages parties to work together to resolve their differences. Parents may wish to notify their school district to get them the opportunity to resolve the issue at the local level before filing a special education complaint. There are other options available for resolution if resolving the issues at the local level is not successful.

The special education complaint process is a way to resolve disputes and is available to parents, other individuals and organizations if they believe the school district has violated federal or State special education laws.

### **1.0 SERVICES TO BE PROVIDED**

- 1.1 Review of documents pertaining to a complaint.
- 1.2 Preparation as required such as organizing information, scheduling on-site visits/interviews with parents and school district.
- 1.3 Fact finding and evidence gathering pertaining to complaint information and allegations.
- 1.4 Generate a written report that based on allegations including findings of fact and conclusions as they relate to the allegations in the complaint.

### **2.0 REPORTING**

The successful individual(s) shall:

- 2.1 Provide reports to the special education complaints coordinator that detail the findings of fact relative to the allegations and make recommendations to the Commissioner.
- 2.2 Submit a monthly invoice requesting payment that itemizes the preparation, actions, meeting time, travel time and other activities completed related to a complaint investigations investigations assigned.
- 2.3 All materials gathered by the investigator will be submitted to the Department with the completed investigative report.

### **3.0 CONFLICTS OF INTEREST**

The successful individual(s) will inform the Department of any conflicts of interest (appearance of, or actual) prior to accepting the contract or while engaged in the contract.

### **4.0 MINIMUM REQUIREMENTS**

- 4.1 Must have a Master's degree in education, special education or the field of law.
- 4.2 Must have extensive working knowledge of State and federal laws and regulations governing the delivery of special education services and the special education process.
- 4.3 Must have a minimum of 3 years related experience.
- 4.4 The ability to work with a variety of individuals, understanding and respecting individual differences, particularly those related to cultural and demographic characteristics.
- 4.5 Must be willing and available during school hours to travel to school districts in the State to conduct investigations as assigned.
- 4.6 Must maintain confidentiality of information provided to them through the special education complaint investigation process.
- 4.7 Must be able to attend at least three (3) (but no more than five (5)) trainings annually regarding the special education complaint process.
- 4.8 Must be able to maintain professional appearance and demeanor while interacting with others.

## **5.0 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 e-mail to the following RFP designated Points of Contact:

To: [Bridget.Pare@doe.nh.gov](mailto:Bridget.Pare@doe.nh.gov)

Cc: [Barbara.Dauphinais@doe.nh.gov](mailto:Barbara.Dauphinais@doe.nh.gov)

The Department of Education RFP Points of Contact must receive inquiries, 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 Inquire Period shall not be considered properly submitted, and may not be considered.

The Department of Education intends to issue official responses to properly submitted inquiries received by the deadline, in writing, if they are determined to be vital to the competitive bidding process, within five (5) working days after the deadline. The Department may consolidate and/or paraphrase questions for sufficiency and clarity. The Department may, at its discretion, amend this RFP on its own initiative, or in response to issues raised by inquires, as it deems appropriate. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

## **6.0 LIMITATIONS ON AMOUNT AND CONTRACT PERIOD**

The Department expects to award two-year contracts effective July 1, 2021 for up to five (5) individual contractor(s). Applicants will be compensated at \$125.00 per hour, per diem rate, to include travel time. Unless there is a change in the plan requirements and/or services to be delivered, the cost for each individual contract shall not exceed the amount of \$20,000.00 annually; or \$40,000.00 total for the two-year contract period.

Funding for *New Hampshire Special Education Complaint Investigator* is 100% federal funds under State Grant-B, Individuals with Disabilities Education Act, CFDA #82.027.

## **7.0 TERMS & CONDITIONS**

- 7.1 The Department shall not be responsible for, or pay any costs incurred by the bidder, in the preparation of the proposal submitted in response to this RFP.
- 7.2 The Department reserves the right to seek clarification of any information contained in a proposal submitted in response to this RFP.
- 7.3 The Department reserves the right to reject any and all proposals submitted in response to this RFP. In addition, the distribution of this RFP shall not commit the Department to issue a contract.
- 7.4 If the Department chooses to award a contract in response to this RFP, the successful bidder shall be notified by letter. The Department shall then develop a contract for Governor and Council approval. The contract shall incorporate, by reference, all provisions of this RFP and the successful bidder's proposal. In preparing a contract with the successful bidder, the Department reserves the right to clarify any terms and conditions contained in the proposal.
- 7.5 Public announcements or news releases pertaining to the award of a contract shall not be made until approved by the Governor and Council.
- 7.6 The Department shall not be responsible for any work performed by the successful bidder prior to the effective date of a contract approved by Governor and Council.
- 7.7 All obligations of the Department, including the continuance of payments under an approved contract, shall be contingent upon the availability and continued appropriation of state, federal, or other funds, and in no event, shall the Department be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the Department shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate or amend the contract immediately upon giving the contractor notice of such termination or amendment.
- 7.8 When delivering services under an approved contract, the contractor shall work under the broad supervision of the Department's Contracting Officer for this project.

- 7.9 Unless otherwise deleted or modified by mutual agreement between the Department and the contractor, all general provisions contained on the Form P-37 (see **Attachment A**) shall be incorporated into the contract.
- 7.10 The Department expects to award a contract to the successful bidder. Unless there is a change in the program requirements and/or services to be delivered, the cost for this contract shall not exceed the amount bid in response to the **Services to be Provided** section of this RFP.
- The successful bidder will be required to provide the Department with the following information:
- A recent financial statement; and
  - A Certificate of Existence from the Secretary of State's Office
- In addition, the successful bidder will need to submit a Certificate of Authority, authorizing the company to do business with the State of New Hampshire, Department of Education at the time the contract is signed.
- 7.11 **"Any information submitted as part of a bid, in response to this request for proposal (RFP), request for bid (RFB), or request for information (RFI), 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 (RFB, or RFI), 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 a 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."**
- 7.12 Audit
- §200.501 Audit Requirements:
- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards, must have a single or program-specific audit conducted for that year, in accordance with the provisions of this part.
- (b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards, must have a single audit conducted in accordance with §200.514 Scope of audit, except, when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor

determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards, made to for-profit subrecipients, may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for Pass-Through Entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

#### 7.13 Debarment and Suspension

Organization/Individual submitting a proposal will comply with the provision of the U.S. 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.

The bidder/offer or certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It further agrees, by submitting this proposal, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer or/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

#### 7.14 Copyrights

The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Department of Education purposes:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or contract under a grant or subgrant; and
- (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

### **8.0 Bid Procedures**

8.1 For purposes of this RFP, a proposal will include:

- 8.1.1 a letter of interest detailing professional, volunteer, or educational experience as related to the Services to be Provided (1.0) and the Minimum Requirements (4.0);
- 8.1.2 three (3) letters of recommendation;
- 8.1.3 any product that may demonstrate your level of expertise; and
- 8.1.4 a current resume.

8.2 This documentation will be evaluated to determine if the candidate has the ability to accomplish the Services to be Provided and meets or exceeds the Minimum Requirements. This evaluation will be based on the candidate's ability to provide evidence of the following criteria:

- 8.2.1 **Significance of Proposal:** Description of applicant's abilities to meet or exceed the Minimum Requirements (4.0), including a description of their volunteer and work experience and educational background. This will include a review of the letter of interest, letters of recommendation and resume. (40 pts)
- 8.2.2 **Quality of Services to be Provided:** the applicant's ability to accomplish the Services to be Provided (1.0) as evidenced through the documentation submitted, including any products that may demonstrate your level of expertise and experience. (10 pts)
- 8.2.3 **Content knowledge;** including but not limited to, knowledge of State and federal laws and regulations governing the delivery of special education services and process. (30 pts)
- 8.2.4 **Technical Skills:** including but not limited to, facilitation, leadership, conflict resolution, communication, and report writing. (20 pts)

## **9.0 EVALUATION OF PROPOSALS**

All proposals will be reviewed and rated by an evaluation team. The Department shall be under no obligation to contact bidders for clarification of their proposals, but it shall reserve the right to do so at any time prior to the award of the contract. All proposals received by the deadline will be evaluated based on the Bid Procedures outlined in this RFP.

The Department reserves the right to interview applicants with the highest average scores for their proposal, but the Department shall be under no obligation to interview applicants. If the Department conducts an interview, it will be done so by a team who will develop structured questions and scoring criteria that will clarify the applicant's ability to fulfill this RFP.

If the Department chooses to award a contract relative to this RFP, it shall be to the responsive and responsible bidder that receives the highest total rating as a result of the proposal evaluation and/or interview process.

## **10.0 PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS**

Proposals submitted in response to this RFP must be received by the Department of Education, no later than the time and date specified in the Schedule section, herein.

Proposals may be submitted by U.S. Mail Delivery Service or in person; Proposals must be addressed to:

State of New Hampshire Department of Education  
Barbara Dauphinais  
101 Pleasant Street  
Concord, New Hampshire 03301

Proposals must be clearly marked as follows:

State of New Hampshire  
RESPONSE TO RFP #SPED-2020-06  
**Special Education Complaint Investigator**

Late submissions will not be accepted, and will be returned to the proposers unopened. Delivery of the Proposals shall be at the Proposer's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Department of Education, in accordance with its established policies, as has been received at the location designated above. The Department of Education accepts no responsibility for mislabeled mail, or mail that is not delivered or undeliverable, for whatever reason. Any damage that may occur due to shipping shall be the Proposer's responsibility.

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

- One (1) original and four (4) identical copies of the proposal, including all attachments.
- Each Proposer shall submit, along with the formal proposal, a completed/signed "Alternate W-9 Form" (see **Attachment B**).
- Each Proposer shall submit, along with the formal proposal, a completed/signed "Cover Page" (see **Attachment C**).

#### **11.0 POST SUBMISSION DEADLINE**

After the submission deadline, the Department will post, on its website, the number of proposals that it received from vendors.

After the Department's review and selection of a vendor, it will post all vendor names and their rank or score, five days prior to submission of the Governor and Council contract packet to the Department of Administrative Services.

A vendor questioning the Department's identification of the selected vendor may request that the Department review its selection process. The request shall be in writing and be submitted to the Department within five (5) business days of the posting of the bid results, rank or score.

The Department has five (5) business days to review the request and issue a written response either affirming its initial selection of a vendor, or cancelling the RFP. No hearing shall be held as part of the review. The outcome of the Department's review is not subject to appeal.

Enclosures:

Attachment A: P-37 Contract Form

Attachment B: ALT W-9 Form

Attachment C: Cover Page