

REQUEST FOR PROPOSAL

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
BUREAU OF VOCATIONAL REHABILITATION**

Selection of Professional organization for Access Technology Workshops

RFP VR 2023-Access Technology Workshops Amendment 1

Contents

SECTION 1 – Overview and Schedule.....	4
A. Goal of this procurement/Business needs	4
B. Schedule.....	5
C. Description of Agency or Program issuing the Request for Proposals.....	5
D. Vendor Instructions.....	6
SECTION 2 – Requirements and Scope of Work.....	6
A. Requirements	6
B. Scope of Work	6
SECTION 3 – Contract Terms and Conditions	11
A. Non-Exclusive Contract.....	11
B. Award.....	11
C. Standard Contract Terms	11
D. By the submission of a proposal, the Vendor certifies:	12
E. Payment.....	12
SECTION 4 – Request for Proposal Process.....	13
A. Agency Point of Contact/Restriction of Contact with Agency Employees	13
B. Vendor Inquiries	13
C. Vendor Conference	13
SECTION 5 – RFP Terms and Conditions	14
A. Debarment.....	14
B. Proposal Preparation Cost.....	14
C. Validity of Proposal	14
D. RFP Addendum.....	14
E. Non-Collusion.....	14
F. Property of the Agency	14
G. Proposal Confidentiality	15
H. Public Disclosure	15
I. Electronic Posting of RFP Results and Resulting Contract	16
J. Non-Commitment	16
K. Ethical Requirements	16
L. Challenges to Identification of Selected Vendor	17

SECTION 6 – Evaluation of Proposals..... 17

- A. Criteria for Evaluation and Scoring 17
- B. Planned Evaluation Steps..... 18
- C. Step 1: Initial Screening..... 19
- D. Step 2: Preliminary Technical Scoring of Proposals..... 19
- E. Step 3: Oral Interviews and Product Demonstrations 19
- F. Step 4: Final Technical Scoring of Proposals 20
- G. Step 5: Price Proposals..... 20
- H. No Best and Final Offer 20
- I. Final Selection 20
- J. Rights of the Agency in Accepting and Evaluating Proposals..... 20

SECTION 7 – Process for Submitting a Proposal 21

- A. Proposal Submission, Deadline, and Location Instructions..... 21

SECTION 8 – Proposal Content and Requirements 22

- A. General Requirements..... 22
- B. Specific Requirements 22

SECTION 1 – Overview and Schedule

A. Goal of this procurement/Business needs

The resulting contract will be Firm Fixed Price/Not to Exceed for the term of 2 years from the start date of the contract or date of approval of the Governor and Executive Council, whichever comes last. The contract term may be extended by an additional term of 1 year at the sole option of the Agency, subject to the parties' prior written agreement and required governmental approvals including Governor and Executive Council.

The New Hampshire Department of Education (NHED), Bureau of Vocational Rehabilitation (VR), is seeking proposals from qualified entities to develop, market, provide training and educational services for a total of twenty four, three hour Technology Workshops, one per month, within VR/Older Individuals who are Blind or Vision-Impaired (OIB) designated municipalities around the state of NH and remotely, between January 1, 2024 – December, 31 2025 with an optional one-year extension of twelve additional three-hour Workshops. Each Technology Workshop (Workshop) will host no more than 5 participants and at no cost to the participants or VR/OIB staff. These Workshops will allow for participants to become knowledgeable in the acquisition of nonvisual blindness or low vision skills that one can acquire through assistive technology. A secondary aspect of this program is the peer support that participants will gain as they spend time with others living with vision loss. Trained professionals in their content area will lead the Workshops and there will be staff on hand throughout the Workshop to assist participants and VR/OIB staff.

This RFP solicits expressions of interest from all qualified Vendors who wish to be considered as a provider of VR/OIB Workshop services consistent with all specifications set forth in the State of New Hampshire Contract Terms and Conditions Form P-37; *Appendix A*.

VR intends to engage one contractor that can provide the VR with the overall best services and value as it deems appropriate and in its sole discretion. VR intends to enter into a contract with a selected Vendor.

The Vendor shall provide services including, but not limited to: development of the Workshop program in cooperation with the VR/OIB program coordinator and a SBVI representative, marketing of the Workshop program in appropriate locations and communications to provide program awareness and solicit participants, provide VR/OIB with website and social media content promoting the Workshop that is ready to upload, provide transportation to/from the meeting facility for participants who need it, provide qualified staff and/or outside professionals to train participants in program activities and skills; provide online and telephone registration services to interested participants, contract with facilities that have meeting rooms that are appropriate for the participants, provide an appropriate number of snacks and non-alcoholic beverages for each meeting day for each attending participant and VR/OIB staff, provide an adequate number of aids and devices for each participant to use during program demonstrations should the participant not have one available to use at the Workshop, and provide related

administrative services to VR/OIB prior to, during, and after the Workshop including, but not limited to, Pre and Post Workshop surveys.

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 Vendors	June 28, 2023	
Vendor Inquiry Period Ends	July 7, 2023	4:00 PM
Final Agency Responses to Vendor Inquiries	July 14, 2023	4:00 PM
Vendors Submit Proposals	August 11, 2023	4:00 PM
Estimated Notification of Selection and Begin Contract Negotiations	August 18, 2023	
Estimated Date of Approval of Final Contract/Work Begins, pending Governor and Executive Council Approval	September/October 2023	

C. Description of Agency or Program issuing the Request for Proposals

In this RFP, “Agency” means VR. "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.

Older Individuals who are Blind and Vision Impaired (OIB) is within the Services for the Blind & Vision Impaired (SBVI), a program of VR within NHD OE, an agency of the State of New Hampshire. In addition to administrative support from VR, OIB has a staff of 2 full time and 1 part time employees who process and review applications for new and returning participants, develop participant service plans, authorize qualified providers to provide services, conduct bi-monthly Peer Support Groups at various locations around the state, coordinate the planning and implementation of three times per year Silver Retreats and monthly Workshops, review and distribute requests for low vision aids/devices to its participants, assist all inquiries with guidance and or services, and other administrative duties. In order to meet RSA federal guidelines for VR/OIB, the VR/OIB coordinator determines final eligibility for Workshop participants, based on data contained in participant applications and eye reports.

Further information about VR and the SBVI and OIB programs can be found at <https://www.education.nh.gov/who-we-are/deputy-commissioner/bureau-vocational-rehabilitation/programs-and-services/services>.

Over the past two years Workshops were to be conducted in-person but, due to Covid restrictions, Workshops were only conducted by Zoom video conference. The contract awarded as a result of this RFP will require eight of twelve Workshops each year to be conducted in-person at various locations within New Hampshire, and four of twelve Workshops each year to be conducted remotely.

D. 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. Requirements

1. The Vendor shall have experience, and provide written explanation, of at least three recently completed scopes of work similar to the scope of work as detailed in this RFP.
2. The Vendor shall have, and provide written explanation, prior experience with securely handling confidential information about a participant including but not limited to: full name, birth date, residential address, personal email, residential phone number, and medical records related to a participant's low vision.

B. Scope of Work

1. For each Workshop and in coordination with the VR/OIB, develop a three-hour program that shall include content in the following areas:
 - a. Keyboarding skills for everyday use – working with those who have yet to learn or master keyboarding; focus on familiarization of the keyboard, time allowed for the practice of keyboarding; will share digital programs to allow for continued practice after the Workshop.
 - b. Understanding computer accessibility features – working with windows or mac operating systems; will have a focus on magnification tools and programs such as the built in accessibility features (i.e.: magnifier) as well as programs available (i.e.: Zoom Text); will have a focus on built-in

speech tools (i.e.: windows Narrator) and software programs (i.e.: JAWS); will incorporate the use of refreshable braille displays, corded and wireless.

- c. Using the iPhone/iPad for daily tasks - focus on set-up of device for low vision use (i.e.: font size, contrast, background lighting); use of built in accessibility features such as the pinch function and magnifying glass; focus on set-up of device for a blind user (i.e.: rate of speech with VoiceOver); training on VoiceOver and use of gestures to maneuver through tasks; will also share resources regarding useful apps available.
 - d. Using the android phone/tablet for daily tasks – similar to that of iPhones/iPads, focus on set up of device for low vision use (i.e.: font size, contrast, color inversion); use of built-in accessibility features such as the pinch function and full screen zoom functions; focus on set up of device for a blind user (i.e.: rate of speech with Talk Back, screen sensitivity, etc.); training on TalkBack and use of gestures to maneuver through tasks; will also share resources regarding useful apps available.
 - e. Use of social media to stay connected with family and friends – will review and train in the use of several social media platforms including Facebook, FaceTime, Messenger, Instagram, etc.; will focus on both low vision and blind use of devices and access to platforms.
 - f. Use of smart speakers and other home technologies – will share information on current home technologies including smart speakers; use of a voice assistant (i.e.: Alexa) for tasks around the home (maintain calendar, stay up on news, set timer, etc.); will share a variety of smart systems for use around the home (smart thermostat, lights, security systems, etc.).
 - g. Utilizing wearables to assist in daily tasks – will review wearables such as: smart watches (Apple and Android) which allow access to all tasks that can be performed with a smart phone; will review use of Aira, OrCam, etc., for navigation, identifying objects, assistance with reading materials (i.e.: while grocery shopping); use of wireless earbuds to safely obtain information while using VoiceOver/TalkBack; use of haptic technology for navigating (i.e.: Sunu band).
2. Locate and present recommendations to the VR/OIB, for final approval, the following facilities for each Workshop:

- a. A facility with sufficient meeting space, for the number of participants, Vendor and VR/OIB staff attending the Workshop.
 - i. It is the VR/OIB's intent to conduct the Workshops around the state. Each Workshop shall be conducted in a municipality including, but not limited to, the following municipalities and examples of locations. VR/OIB reserves the right to change the municipalities and locations based on participants' needs.
 - a) Portsmouth, Community Campus
 - b) Nashua, Nashua Senior Center;
 - c) Manchester, Cashin Center;
 - d) Concord; TBD
 - e) Keene, Recreation Center;
 - f) Meredith, Community Center;
 - g) Berlin, White Mountain Community College; and
 - h) Lebanon, Upper Valley Senior Center.
 - b. Meeting rooms that have:
 - i. Wi-Fi connectivity sufficient for all attendees;
 - ii. Collaborate with area agencies to provide CART and/or interpreters if needed and requested;
 - iii. Space sufficient for all attendees to sit and/or participate in all Workshop programs;
 - iv. A VR FM audio system for every participant that requires such a device. The vendor shall be responsible to provide a suitable audio system with sufficient number of transmitters, receivers and audio quality.
 - v. Sufficient snacks and beverages (i.e. coffee, water, soft drinks, juices, etc.) throughout the meeting day for each attending participant, Vendor and VR/OIB staff;
 - vi. Visual equipment, as needed, to present PowerPoint or similar presentations.
3. Provide appropriate transportation to/from the meeting facility for any participant who does not have transportation and who lives within a 50-mile radius of the meeting facility.
 4. Provide experienced and qualified staff or outside professionals to train and demonstrate all Workshop content.
 - a. All names and qualifications of presenting staff, and the content they will be presenting, shall be submitted to VR/OIB for review and prior approval no less than one month prior to the start of the Workshop.
 - b. In the event the Vendor wishes to invite an outside professional to train or demonstrate some content, the professional's name and qualifications shall be submitted to VR/OIB for review and prior approval no less than one month prior to the start of the Workshop.

VR/OIB, and only VR/OIB, to use pictures, videos and audio of the Participant in any and all marketing and social media used or authorized by VR/OIB.

- c. The Vendor shall not solicit or obtain any permission from any Participant for the use by the Vendor in any and all of its own marketing and social media.
7. No later than four weeks before the Workshop, provide VR/OIB with the following completed documentation for each potential Workshop participant. The documentation will be reviewed by VR/OIB to determine, in conformance with RSA federal guidelines for VR/OIB, each participant's eligibility;
 - a. The most recent eye report to show severe vision impairment,
 - b. A VR/OIB application that reports, but is not limited to:
 - i. The applicant is age 55 or older; and
 - ii. Is a resident of NH; and
 - c. A VR/OIB Release of Information or "ROI" form.
8. A toll-free telephone and email information system for participants who wish to ask questions and/or express interest in attending the Workshop.
 - a. The Vendor shall maintain confidentiality of all personal information for any persons who inquire, submit an application, and/or are approved to be Workshop attendees.
 - b. The Vendor shall release participant personal information only to Vendor staff required to work with the participants before and during the Workshop, the OIB coordinator, and the VR/OIB representative.
 - c. VR/OIB reserves the right to review and approve Vendor staff who will have access to personal information.
9. In addition to training staff, the Vendor shall have at least one staff member available, throughout the Workshop, on-site at the facility location to:
 - a. Assist participants upon arrival with Workshop registration, questions and guidance as needed; and
 - b. Assist participants throughout the Workshop day with any special needs, questions and guidance as needed.
10. At the completion of each Workshop, a formalized survey will be conducted to capture the extent of learning each participant gained as well as capture recommendations for additional future trainings.
 - a. Survey content shall be provided to VR/OIB for review and approval no less than one month prior to the start of the Workshop.

- b. Surveys shall be distributed to each participant at the end of the Workshop. For surveys that will be completed and mailed back to the Vendor, a pre-addressed and pre-stamped envelope shall be provided with each survey.
 - c. The Vendor shall provide copies of each survey and tallied results to the VR/OIB no later than 5 business days after the end of the Workshop.
 - d. The Vendor shall meet with the VR/OIB no later than 15 business days after the end of the Workshop to review the survey results, Vendor and VR/OIB assessments of the Workshop and content, and identify areas for improvement.
11. In the event a Workshop is cancelled for any reason, the Workshop shall be re-scheduled to another date within 45 days of the original scheduled date. Any associated cost for the cancelled date shall be applied to the re-scheduled date and shall not be in addition to any costs associated with a Workshop.”
12. The vendor shall make every reasonable attempt to sign up non-duplicated persons to attend Workshops by contacting OIB’s current and past participants along with outreach to various entities who offers services to persons with low vision. A participant who attended a previous Workshop of a given topic is not eligible to attend an additional Workshop of the same topic.

SECTION 3 – Contract Terms and Conditions

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 Vendor to execute a Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire (form P-37) which is attached as

Appendix A. The Term of the Contract will be for 2 years from the start date of the contract or date of approval of the Governor and Executive Council, whichever comes last. The contract term may be extended by an additional term of 1 year at the sole option of the State, subject to the parties' prior written agreement on terms and applicable fees for each extended term. contingent upon satisfactory vendor performance, and Governor and Executive Council approval.

The Agency may consider modifications of this form during negotiations. To the extent that a Vendor believes that exceptions to the standard form contract will be necessary for the Vendor to enter into the Agreement, the Vendor should note those issues during the Vendor 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 Vendor's exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential Vendors of the exceptions which have been accepted and indicate that exception is available to all potential Vendors. Any exceptions to the standard form contract that are not raised during the Vendor inquiry period are waived. 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.

D. By the submission of a proposal, the Vendor certifies:

1. Services and prices in the proposal have been determined independently, without consultation, communication or agreement for the purpose of restricting competition;
2. No attempt has been made nor will be made by the Vendor to induce any other person or firm to submit a proposal for the purpose of restricting competition;
3. 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;
4. The Vendor will comply with all Federal, State, and Agency policies, guidelines, and requirements; and
5. Prices in the proposal have not been knowingly disclosed by the Vendor and will not be disclosed prior to award to any other Vendors.

E. Payment

An itemized invoice for each Workshop shall be submitted to VR/OIB within 30 days of the conclusion of each Workshop.

SECTION 4 – Request for Proposal Process

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

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; Scott Vittner
Scott.A.Vittner@doe.nh.gov; Rick Wisler Ricky.A.Wisler@doe.nh.gov
CC: VRNHRFP@DOE.NH.GOV

From the date of release of this RFP, until an award is made and announced regarding the selection of a Vendor(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. Vendors may be disqualified for violating this restriction on communications.

B. Vendor Inquiries

Inquiries must be received by the Agency's RFP Points of Contact no later than the conclusion of the Vendor Inquiry Period (see Schedule of Events section, herein). Inquiries received later than the conclusion of the Vendor 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. Vendor Conference

The Agency will not hold a vendor conference.

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 proposal.

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/addenda 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 State and will not be returned to the Vendor. Upon Contract award, the State 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 will 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 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.

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

Each responsive Proposal will be evaluated and considered based on the following technical criteria:

1. Technical Proposal:
 - a. 30 points – Vendor's plan for project development and implementation.
 - b. 20 points – Past experience with developing and conducting similar Workshop projects. Evaluation will include the Vendor's familiarity and proven experience with similarly structured past low vision Workshops, and proven ability to provide high-quality service in a timely and responsive manner. A minimum of two references will be provided.
 - c. 20 points – Relevant experience and credentials of Vendor staff assigned to the project.
2. Price Proposal:
 - a. 20 points – Initial 2-year price proposal
 - b. 10 points – Optional 1-year extension price proposal
 - c. Budget should follow the following template:

Item	FY24 (1/1/24- 6/30/24)	FY25 (7/1/24- 6/30/25)	Optional FY26 (7/1/25- 6/30/26)	Optional FY27 (7/1/26- 12/31/26)	Total

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

CATEGORIES	POINTS
COMPANY PROFILE/BACKGROUND	5
KEY PERSONNEL	20
REFERENCES	5
PROJECT & SERVICE PROVISION SUMMARY	30
IMPLEMENTATION PLAN	10
COST PROPOSAL	30
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

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 used by the Agency, will be used to refine and finalize scores.

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 30 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.

If the Agency determines to make an award, the Agency will issue an “intent to negotiate” notice to a Vendor based on these evaluations. Should the Agency be unable to reach agreement with the selected Vendor during Contract discussions, the Agency may then undertake Contract discussions with the second 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 Evaluation 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. Preliminary evaluation of the Technical Proposals;
- Step 3. Oral interviews and Product Demonstrations (if necessary);
- Step 4. Final Scoring of Technical Proposals;
- Step 5. Price Proposals review;
- Final Selection: Select the highest scoring Vendor(s) and begin contract execution.

C. Step 1: Initial Screening

The Agency will conduct an initial screening step to verify Vendor 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. Step 2: 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 Vendor fail to achieve 65 Points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Price Proposal will be returned unopened. Price Proposals will remain sealed during the preliminary technical review.

E. Step 3: 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 specific Vendors and to determine the number of interviews to conduct/offer. 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.

F. Step 4: 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. Step 5: Price Proposals

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 30 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:

1. Vendor's Price Score = $(\text{Lowest Proposed Price} / \text{Vendor's Proposed Price}) \times \text{Number of Points for Score}$.
2. Optional Extension Price Proposal = $(\text{Lowest Proposed Optional Extension Price} / \text{Vendor's Proposed Optional Extension Price}) \times \text{Number of Points for Score}$.

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a vendor 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 Vendor can offer. There will be no best and final offer procedure.

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 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 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.

The Price proposal must be labeled clearly and submitted separately from the technical proposal.

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 include one electronic copy of the Proposal with all Confidential Information fully redacted, as provided for in Section 5H of this RFP.

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE
RESPONSE TO RFP: VR 2023-Access Technology Workshops Amendment 1

Electronic Proposals must be addressed to:

TO: lisa.k.hatz@doe.nh.gov; Scott.A.Vittner@doe.nh.gov; Ricky.A.Wisler@doe.nh.gov
CC: VRNHRFP@DOE.NH.GOV

Subject line must include: RESPONSE TO RFP: VR 2023-Access Technology Workshops
Amendment 1

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.

SECTION 8 – Proposal Content and Requirements

A. General Requirements

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 including their relevant experience and credentials
5. References (minimum 3)
6. Project & Service Provision Summary
7. Implementation Plan
8. Cost Proposal

B. Specific Requirements

1. Project Summary

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

- a. Prior Experience:
 - i. With the target population – VR/OIB clients 55+ years of age with low vision;
 - ii. Delivering the required service; and
 - iii. Minimum two references
 - ii. With New Hampshire VR/OIB (if applicable).
- b. Performance Goals and Measurement:
 - i. Clearly defined deliverables and milestones;
 - ii. Plan and Timeline for achieving goals and deliverables outlined above; and
 - iii. Plan for corrective action if deliverables or timeline are not being met.
- c. Staffing/Project Personnel:
 - i. Appropriately credentialed and experienced staff;
 - ii. Reasonable number of staff and level of effort to achieve project goals;

- iii. Reasonable staffing costs; and
 - iv. Clear communication plan for project and VR/OIB staff.
- d. Organizational Resources and Contributions to the project:
- i. Facilities;
 - ii. Staff;
 - iii. Marketing technology; and
 - iv. Marketing tools.

2. Cost Proposal

- a. Each Vendor shall include an estimated budget summary for each of the following project categories:
 - ii. Administration;
 - iii. Program development;
 - iv. Program delivery including staffing and outside professionals;
 - v. Loaner Devices for each participant during the Workshop, if needed;
 - vi. Accommodations (facilities including: meeting rooms, snacks and incidentals);
 - vii. Marketing and Outreach; and
 - viii. Travel.
- b. A separate cost shall be proposed for the optional 1-year extension which shall remain the same for the length of the 1-year extension if exercised.

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 New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
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 <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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.

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.

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.

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 _____

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 _____

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 _____

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 _____