

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

**Vocational Rehabilitation Transition Services
for Summer or Year-Round Programming**

RFP VR-2023-3.1-A

TABLE OF CONTENTS

SECTION 1 – Overview and Schedule 3

 A. Goal of this Procurement/Business Needs 3

 B. Schedule 4

 C. Bureau of Vocational Rehabilitation Overview 4

 D. Vendor Instructions 4

SECTION 2 – REQUIREMENTS AND PROPOSED SCOPE OF WORK 4

 A. Pre-Employment Transition Services 4

 B. Targeted Population 5

 C. Deliverables 6

 D. Reporting 6

SECTION 3 – CONTRACT TERMS AND CONDITIONS 7

 A. Non-Exclusive Contract 7

 B. Award 7

 C. Standard Contract Terms 7

SECTION 4 – REQUEST FOR PROPOSAL PROCESS 8

 A. Department Point of Contact/Restriction of Contact with Department Employees 8

 B. Vendor Inquiries 8

SECTION 5 – RFP Terms and Conditions 8

 A. Debarment 8

 B. Proposal Preparation Cost 8

 C. Validity of Proposal 9

 D. RFP Addendum 9

 E. Non-Collusion 9

 F. Property of the Department 9

 G. Proposal Confidentiality 9

 H. Public Disclosure 9

 I. Electronic Posting of RFP Results and Resulting Contract 10

 J. Non-Commitment 10

 K. Ethical Requirements 10

 L. Challenges to Identification of Selected Vendor 11

SECTION 6 – EVALUATION OF PROPOSALS 11

 A. Criteria for Evaluation and Scoring 11

 B. Planned Evaluations Steps 12

 C. Step 1: Initial Screening 12

 D. Step 2: Preliminary Technical Scoring of Proposals 12

 E. Step 3: Oral Interviews and Product Demonstrations 12

 F. Step 4: Final Technical Scoring of Proposals 12

 G. Step 5: Price Proposal Review 13

 H. No Best and Final Offer 13

 I. Final Selection 13

 J. Rights of the Department in Accepting and Evaluating Proposals 13

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL 13

 A. Proposal Submission, Deadline, and Location Instructions 13

 B. Electronic Submissions 14

 C. Physical Submissions 14

SECTION 8 – PROPOSAL CONTENT AND REQUIREMENTS 15

Appendix A – Form P-37 with Exhibits 16

SECTION 1 – Overview and Schedule

A. Goal of this Procurement/Business Needs.

The New Hampshire Education Department, Bureau of Vocational Rehabilitation (hereinafter referred to as the “Department”), is seeking proposals from qualified entities to develop, market, and provide summer or year-round pre-employment transition services (Pre-ETS) to groups of eligible and potentially eligible students with disabilities between the ages of fourteen to twenty-one. This request for proposal (RPF) is open to qualified entities who serve specialized populations such as those living with significant hearing or vision impairment (*e.g.*, deaf and/or blind), individuals with developmental disabilities, and individuals with any other significant physical or mental impairments.

The goal of this RFP is to create innovative and interactive programming for students with disabilities regardless of the extent or severity of their disability. Programming would include opportunities for job exploration, employment preparation, and work experiences using such techniques as short-term internships, job shadowing, and hands-on learning activities. These programs should occur in integrated and accessible locations and can include options for outdoor or overnight activities that foster teamwork, unique ways of learning, and building confidence. Activities should be geared toward leadership skills, critical thinking, problem solving, and creative ways to integrate with the business community for learning, development mentorship models, and any other areas relevant to Pre-ETS.

Each proposal shall contain several options for programming during the summer months and/or opportunities for all year programming. Additionally, proposals should include work as learning programs for career and technical education offered by partnering schools and businesses. The programs in each proposal must focus on providing one or more of the five Pre-ETSs:

- Job exploration counseling;
- Workplace readiness training;
- Work-based learning experiences;
- Counseling on post-secondary education or training; and
- Self-advocacy and Peer Mentoring.

The Department intends to award multiple contracts (subject to approval from the Governor and Executive Council) to ensure that all geographic areas of the State are served, including critical need communities located in Lebanon, Claremont, and the North Country. Programs can be designed as a Learn Everywhere program, Extended Learning Opportunity that is approved by the State Board of Education, Work! as Learning or a Work Based Learning Experience. The Department reserves the right to renew successful programing for future cohorts.

B. Schedule.

The following table provides a schedule of events for this RFP, from the submission of proposals up through contract finalization and approval. The Department 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	7/17/2023	
Vendor Inquiry Period Ends	8/4/2023	4:00 PM
Final Agency Responses to Inquiries	8/16/2023	4:00 PM
Proposal Due	9/1/2023	2:30 PM
Estimate Timeframe for Oral Presentations and Interviews	9/18/2023	TBD
Estimated Notification of Selection	11/15/2023	

C. Bureau of Vocational Rehabilitation Overview.

The New Hampshire Bureau of Vocational Rehabilitation (“VRNH”) assists eligible New Hampshire citizens with disabilities to secure suitable employment and financial/personal independence by providing appropriate individualized rehabilitation services. At least fifteen percent of the VRNH’s federal funds must be set-aside to provide Pre-ETS to students with disabilities who are eligible or potentially eligible for Vocational Rehabilitation services.

VRNH is a joint State/Federal program that seeks to empower people to make informed choices, build viable careers, and live more independently in the community.

D. Vendor Instructions.

Interested vendors must read this entire RFP and submit the required documents in the manner specified in this 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. Pre-Employment Transition Services

The Department is seeking proposals to develop and implement innovative programs across the state beginning in the Fall of 2023 using best practices to provide opportunities for students with disabilities in all regions of the state to participate and receive Pre-ETS.

VRNH is seeking innovative pre-employment transition programming that provides an organized, thoughtful curriculum of Pre-ETS to a group of students with disabilities. Individualized Pre-ETS may be provided and encouraged, such as for work-based learning opportunities.

Applicants are encouraged to collaborate with regional vocational rehabilitation offices, including their local Student Transition Specialist (STS), the Bureau of Career and Technical Education (CTE), the Bureau of Special Education Support, local educational agencies, apprenticeship programs, community-based partners, or other workforce partners to meet local and regional needs.

Programs can incorporate any number of the items below with the goal to expose students to as many opportunities as needed. As part of their programming, applicants are encouraged to propose events to populations that have traditionally been underserved as outlined in the Rehabilitation Act of 1973 as amended by Title IV of the Workforce Innovation and Opportunity Act.

All programming must be fully accessible, and all accommodations needed by participants must be provided. Proposals do not have to be all inclusive to this RFP and can be of various aspects of the services requested herein, including part or whole of the requested service. VRNH is seeking creative approaches to introduce students with disabilities to the work-world and learn critical marketable work skills. The Department is seeking collaborative service delivery models.

The Department’s goal is to receive robust proposals from entities that include a plan to provide multiple options for students to be highly engaged in year-round activities or over a summer break. Options are to be provided statewide and can include but are not limited to, the following:

- Programming to consist of cohorts of students with students with similar goals to encourage social connections and peer support using tools such as AWATO to connect with employers for job shadows, job tours, internships, and paid work experiences;
- Half and full day workshops or events (that includes an outreach plan with partners listed above); and
- Multi-day sessions such as a camp or institute.

Applicants should plan to provide student transportation needs for all activities of community and employer sites

as needed without monetary support from VRNH or the Department. Each response to this RFP should include the transportation costs for service delivery within the proposed budget.

Applicants are also encouraged to consider developing opportunities that include exposure to the following:

- Sector based employment and/or the working in the trade industries;
- Activities that help students to develop daily living and soft skills through hands on experiences;
- Post-secondary options, including campus tours, meetings with disability services, or other options for students after high school such as non-traditional careers;
- Work experiences and career exploration in a variety of interests; and
- Long term planning which includes developing a credit bearing Learn Everywhere Program, Extended Learning Opportunity approved by State Board of Education.

Proposals should contain a clear and concise project plan with defined deliverables and include identification of a Career Assessment Tool to be used during delivery of services.

The proposals must contain curriculum including the goal of the program, a detailed marketing and outreach plan, area(s) served, estimated percent of service type to be provided at each event/activity, and an estimated number of students to participate. Proposals should describe how students will be acclimated to high demand jobs and gather understanding of essential job functions related to those jobs.

Proposals must include a description of the measures to be used to track and evaluate whether the proposed goal and objectives are met for the proposed program. Proposals should provide a plan for evaluation which will need to address the two critical questions below and use a variety of evidence to illustrate the results in terms of participant learning and practical outcomes of the program:

- What are the desired outcomes of your program?
- How will you measure the outcomes?

Tracking expectations by the contractor with measurable outcomes are as follows:

- The number of potentially eligible students who became a vocational rehabilitation participant;
- The number of students who are pursuing post-secondary education;
- Quality and timely monthly reporting, addressing the five activities; and
- The number of students who are employed at the end of each session.

B. Targeted Population:

Student with a Disability – Is an eligible participant of NHVR, enrolled in a secondary or post-secondary educational program, and between fourteen and twenty-one years old. The vendor will work in tandem with VRNH to ensure identification of students who are interested in being part of the service provisions and the development, marketing and presentation of the Pre-ETS and all aspects of the process are effective and accessible.

Potentially Eligible Student with a Disability – Is a student with a disability who is enrolled in a secondary or post-secondary educational program, between fourteen and twenty-one years old, and has not been found eligible or ineligible for VRNH services.

Other students with disabilities who are not served under an Individualized Education Program (IEP), or a Section 504 Accommodation Plan can also be included in the Summer Transition Programs or year-round programs.

Prior to service provision, documentation ensuring that the individual has a disability will need to be acquired. This documentation can be an Individualized Education Plan (IEP), 504 Plan, Social Security Disability Documentation, disability documentation from qualified facilities or practitioners familiar with diagnosing or treating the impairment(s) in question, especially practitioners or facilities that are currently treating the individual. This would include records from qualified medical personnel, mental health or developmental disability programs, substance use disorder treatment clinics, and individually licensed practitioners operating within their legal scopes of practice, or a signature from a school official certifying that the student has a disability.

C. Deliverables.

Pre-ETS are designed to give students general information in the following five areas as they prepare for life after high school:

1. Job Exploration Counseling: Examples of eligible activities include job shadowing, workplace site visits, interest and/or career inventories, exploration of relevant career fields and potential jobs, and learning about career opportunities.

2. Work-based Learning Experiences: Examples of eligible activities include paid or unpaid work experiences, paid or unpaid internships, career mentorship, volunteer opportunities, and summer employment provided in an integrated setting.

3. Workplace Readiness Training: Work readiness skills are sometimes called soft skills, employability skills, or job readiness skills. Possible topics include teamwork, active listening, cooperation, and professionalism. Methods of delivery could include role-playing and simulation activities to encourage experiential learning.

4. Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs: These services may include information on course offerings, career options, types of academic and occupational training needed to succeed in the workplace, and postsecondary opportunities associated with a career field or pathways. It may also include advising students and family members on academic curricula, college application and admissions processes, completing the Free Application for Federal Student Aid (FAFSA), and resources that may be used to support individual student success in education and training, to include disability support services. Other activities could include campus tours and making connections with disability services staff on campuses.

5. Instruction in Self-Advocacy: Possible activities include training on assertiveness, problem-solving, how to identify positive supports, disclosure of a disability to an employer, and how to request accommodations. This may also include peer mentoring.

D. Reporting.

The contractor will need to ensure, prior to each event and or activity, that students either are current vocational rehabilitation participants or could be potentially eligible for services. In collaboration with VRNH, students who are both potentially and eligible for vocational rehabilitation services the contractor will assist in marketing and developing an outreach plan to respective school districts, family members, and community partners.

Potentially eligible students and their parents or guardians will need to have a completed registration form consisting of limited information prior to attending program events or activities. Proof of disability must accompany the registration form. Sample registration form in Attachment C.

Data of attendees from each event must be provided by contractor to a representative of the Department within (10) ten business days of the event.

Monthly report of non-duplicated students served per event, due on the fifteenth calendar day of the following

month to include the student's portfolio, documenting activities completed, resume, detailed information about the student's work-based learning experience, work logs, interest inventories and other documents helpful to the vocational rehabilitation planning process, number of credits attained (if applicable), as well as the number of different employers providing student experiences and their names, and number of students with part-time or full-time employment.

The goal of this RFP to receive at least one student success story per program, which is a one-page description of any noteworthy student success such as positive feedback from employers, unique career exploration opportunities, demonstration of applied self-advocacy, and student community connections during the program or event.

Estimated percentage of each type of Pre-ETS provided during each event or activity, which is required to be used for federal reporting.

Pre- and post-survey developed in partnership with the Department highlighting results from attendants and their parents/guardians to capture the participant's growth during the program in relation to the program's outcome plan

Any documentation in electronic format completed during the event for the Bureau's case record to assist in future employment planning with the individual. For example, career assessments, resumes, evaluations, etc.

SECTION 3 – Contract Terms and Conditions

A. Non-Exclusive Contract.

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

B. Award.

If the Department 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 Department will require the selected vendor to execute a contract using the standard terms and conditions of the State of New Hampshire Contract (Form P-37) which is attached hereto as Appendix A. In no event shall a vendor to submit its own standard contract terms and conditions as a replacement for the State's terms and conditions set forth on the Form P-37 in response to this RFP.

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

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

SECTION 4 - Request for Proposal Process

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

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

Bill Gaffney
Phone: (603) 333-6305
William.G.Gaffney@doe.nh.gov

From the date of release of this RFP until an award is made and announced regarding the selection of a vendor, all communication with personnel employed by or under contract with the Department regarding this RFP is prohibited unless first approved by the RFP sole point of contact identified above. Department employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the sole point of contact for this RFP. Vendors may be disqualified for violating this restriction on communications.

B. Vendor Inquiries.

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, any changes to the RFP, and any exceptions to the contract terms in Appendix A, including the Form P-37, shall be submitted via email to the Department point of contact specified above. Inquiries must be received by the end of vendor inquiry period noted above at Section 1(B) of this RFP.

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

The Department will issue responses to properly submitted inquiries on or before the date specified in the Schedule of Events; however, this date is subject to change at the Department's discretion. 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 inquiries, as it deems appropriate.

In response to requested exceptions to Form P-37, the Department will review requested exceptions and accept, reject, or note that it is open to negotiation of the proposed exception at its sole discretion. Questions about or requested exceptions to the RFP, Form P-37 and/or any relevant attachments not raised during the inquiry period are waived.

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

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 RSA 21-I:11-c shall not be considered eligible for an award under this RFP.

B. Proposal Preparation Cost.

By submitting a proposal, a vendor agrees that in no event shall the Department 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-eighty (180) calendar 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 Department reserves the right to amend this RFP at its discretion, prior to the proposal submission deadline. In the event of an addendum to this RFP, the Department, 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 Department from obtaining the best possible competitive proposal.

F. Property of the Department.

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

G. Proposal Confidentiality.

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the effective date of any contract resulting from this RFP. A vendor's disclosure or distribution of proposals other than to the Department may be grounds for disqualification.

H. Public Disclosure.

The information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under New Hampshire's Right-to-Know law, 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 that the vendor considers 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 Department. 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 Department 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 Department 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 Department to view or receive copies of any portion of the proposal, the Department shall first assess what information it is obligated to release. The Department will then notify you that a request has been made, indicate what, if any, information the Department 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 Department, a vendor must initiate and provide to the Department, 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, each vendors acknowledges and agrees that:

- The Department 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 Department 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 Department 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.

After the deadline for submission of proposals, the Department will post the number of responses received with no further information. In the case of contracts that require approval from the Governor and Executive Council, no later than five business days prior to submission of a contract to the Department of Administrative Services, the Department will post the ranks or scores of each responding vendor. In the event that the contract does not require Governor and Executive Council approval, the Department will disclose the rank or score at least five 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 Governor and Executive Council for approval, including contracts resulting from this RFP, and posts those documents on its website available at <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 the Governor and Executive Council for approval will be made accessible to the public online.

J. Non-Commitment.

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

K. Ethical Requirements.

From the time this RFP is published until a contract is awarded, no vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on this RFP, or similar request for submission and every such vendor shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency.

A vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state’s internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

L. Challenges to Identification of Selected Vendor.

Within five business days of the Department’s posting of the rank or score on its website, vendors may, in accordance with RSA 21-G:37, request that the Department review its selection process. The request must be in writing and must specify all points on which the vendor believes the Department 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 Department will respond to the request within five business days of its receipt.

SECTION 6 – Evaluation of Proposals

A. Criteria for Evaluation and Scoring.

The Agency will evaluate each responsive proposal using a scoring scale of 100 points, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	
APPROACH – Statement outlining the overall approach to be employed by the bidder.	15
PROJECT SUMMARY	20
RESOURCE LEVERAGING AND PARTNERS	15
ORGANIZATIONAL CAPABILITIES - Description of the bidder’s organizational capabilities to deliver the services, including a brief description of their company, a history of their firms and/or personal experience in implementing similar projects, including at least once example if a completed project of comparable scope. A description of related experience in the field, and comprehensive résumés for allstaff who will work on this project and three references along with your proposal.	25
BUDGET PROPOSAL- The budget will explain how all costs listed in the budget are necessary, reasonable, and allocable to deliver the outcomes specified in the proposal. All expenditures should be clearly connected to an activity related to the services to be provided. Please note that food cannot be directly included unless directly related to curriculum delivery. Any Student Travel expenses need to be clearly identified as a different source of funding will be utilized.	25
TOTAL MAXIMUM POINTS	100

Budget Item	FY24 (Upon contract approval -6/30/24)	FY25 (7/1/24-6/30/25)	FY26 (7/1/25-9/30/25)	Total

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

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

B. Planned Evaluations Steps.

The Department will use the following process to evaluate responses to this RFP:

- Step 1. Initial screening to ensure that the proposals follow 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 Department will conduct an initial screening to verify vendor compliance with the proposal submission requirements set forth in Sections 4 and 7. The Department 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 review for compliance of the minimum requirements as set forth in Section 2. This evaluation team will then review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6. Should a vendor fail to achieve 60 Points in the preliminary technical scoring, it will receive no further consideration from the evaluation team and the vendor's price proposal will be returned unopened. Price proposals will not be reviewed by the evaluation team during the preliminary technical review.

E. Step 3: Oral Interviews and Product Demonstrations.

If the Department 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 Department retains the sole discretion to determine whether to conduct oral interviews, with which vendors, as well as the number of interviews. Vendors are advised that the Department 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 Department 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 appropriate) and/or review of written clarifications of proposals requested by the Department, the evaluation team will determine a final score for each technical proposal.

G. Step 5: Price Proposal Review.

Price proposals will be reviewed upon completion of the final technical scoring of proposals. The vendor's price proposal will be allocated a maximum potential score of 20 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:

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

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

H. No Best and Final Offer.

Each 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 Department will conduct a final selection based on the final evaluation of the proposals and begin contract discussions with the selected vendor(s).

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

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

- Make independent investigations in evaluating proposals;
- Request additional information to clarify elements of a proposal;
- Waive minor or immaterial deviations from the RFP and contract requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the Department'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 Department 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 set forth above. 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 deemed to be the date and time when a proposal has been officially documented by the Department, in accordance with its established policies, as having been received at the location designated below. The Department 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 5(H) of this RFP.

All proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE
RESPONSE TO RFP VR2023-3.1-A:
Vocational Rehabilitation Summer or Year-Round Transition Programming

It is recommended to send electronic version proposals and if choosing to send hard copies below are instructions and send five hard copies.

B. Electronic Submissions.

Electronic proposal must be sent by email and addressed as follows:

TO: joy.p.sabolevski@doe.nh.gov; betina.m.greco@doe.nh.gov
CC: VRNHRFP@DOE.NH.GOV

The subject line of the email must read as follows:

RFP VR2023-3.1-A: Vocational Rehabilitation Summer or Year-Round Transition Programming

Electronic Submissions must be submitted in a searchable PDF format and less than 10MB in size. 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.

C. Physical Submissions

Physical Proposals must be addressed as follows:

STATE OF NEW HAMPSHIRE
Vocational Rehabilitation of New Hampshire
21 S. Fruit Street, Suite 20
Concord, NH 03301

Physical submissions shall include (a) one (1) original and five clearly identified copies of the proposal including required attachments and (b) one electronic submission via email attachment or USB drive.

SECTION 8 – Proposal Content and Requirements

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

- Cover page of interest and general description of recommended approaches, scope of work, processes, and deliverables for this project.
- Glossary of common terms, to include any technical terms and acronyms.
- Implementation plan, including tentative schedule, region(s) to be served, estimated amount to be served, and the date reporting plan.
- Company Profile/Background, overview of the company including:
 - Number of years in business
 - Number of employees
 - Location(s)
 - Expertise
 - Key Personnel
- Technical Proposal:
 - Executive summary and proposal summary
 - A description of the bidder's organizational capabilities to deliver the services
 - A description of related experience in the field
 - Project Plan - description of the vendor's plan for project implementation, timeframe, and strategies for meeting the deliverables.
 - Three references
 - At least once example of a completed project of comparable scope
 - Résumés for all staff who will work on this project
- Price Proposal: must be submitted separately and include the following:
 - Personnel Costs
 - Student Wages/Stipends if applicable
 - Location hosting costs
 - Student travel costs
 - Any other costs

Project Summary Guidelines:

Proposers must include a Project Summary, not to exceed five pages (Arial 10 Font), describing the vendor's project design and approach for meeting the goals and deliverables outlined above.

The Project Summary should include:

- Prior experience showing work with similar entities delivering the required services
- Company security protocols for file transportation, storage, data management, and security
- Prior experience working with students with a variety of disabilities
- Coordination of Services with other State partners
- Plan and timeline for achieving goals and deliverables outlined above
- Staffing/project personnel
- Clear communication and marketing plan for the project including outreach to parents and students with clearly defined deliverables and milestones

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 _____