

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

**COMPREHENSIVE STATEWIDE NEEDS ASSESSMENT
RFP –VR-2023-VRCSNA-AMENDMENT 1**

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SECTION 1 – Overview and Schedule

A. Executive Summary

The New Hampshire Department of Education, Division of Workforce Innovation, Bureau of Vocational Rehabilitation is seeking proposals from vendors who can design and implement a comprehensive statewide needs assessment of the rehabilitation needs of individuals with disability in New Hampshire.

Introduction and Background

- i. The Bureau of Vocational Rehabilitation (“Bureau”) is responsible for the administration and operation of vocational programs that provide a wide variety of services to individuals with disabilities and to a wide range of ages from students to adults. The Bureau issues this Request for Proposals (RFP) to solicit proposals from interested parties to develop and complete an official Comprehensive Statewide Needs Assessment (CSNA). The CSNA would assist the Bureau in determining the current state of available programs for individuals with disabilities being served by the Bureau or others. The CSNA would also specifically identify the characteristics of individuals in New Hampshire who are not being served who would benefit from available services if the individuals were aware of their availability.
- ii. The Rehabilitation Act, as amended, Public Law 105-220, Title IV, Section 101 (a) requires that in order to be eligible to participate in programs under this Title, a State shall submit to the Commissioner of the Rehabilitation Services Administration (RSA) a State Plan for vocational rehabilitation services that meets the requirements of this section and includes a CSNA every three years.
- iii. The Agency intends, through this statewide assessment, to comply with those requirements incumbent upon VR as found in the Workforce Innovation and Opportunity Act (WIOA) §361.29 as described in the Scope of Work of this RFP.
- iv. The State Plan shall include the results of a CSNA, jointly conducted by New Hampshire Vocational Rehabilitation and the State Rehabilitation Council every three (3) years, describing the rehabilitation needs of individuals with disabilities residing within the State, particularly the vocational rehabilitation needs of:
 - 1) Individuals with the most significant disabilities, including their needs for supported employment and transition services;
 - 2) Individuals with disabilities who are minorities and individuals with disabilities that have not been served or who are underserved by the vocational rehabilitation program carried out under this Title;

3) Individuals with disabilities served through other components of the statewide workforce investment system (other than the vocational rehabilitation program), as identified by such individuals and personnel assisting such individuals through the components;

(4) Youth with disabilities, and students with disabilities, including their need for pre-employment transition services or other transition services; and an assessment of the needs of individuals with disabilities for transition services and pre-employment transition services, and the extent to which such services provided under this part are coordinated with transition services provided under the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) in order to meet the needs of individuals with disabilities.

5) Include an assessment of the need to establish, develop, or improve community rehabilitation programs within the State;

6) Include state defined populations including Developmental and Cognitive Disabilities, Mental Health; substance addiction and dual diagnosis; and

7) Provide that the State shall submit to the RSA Commissioner a report containing information regarding updates to the assessments for any year in which the State updates the assessments.

For a detailed description of CSNA and its requirements by the Rehabilitation Services Administration you can review the information at the following website: <https://rsa.ed.gov/about/programs/vocational-rehabilitation-state-grants/comprehensive-statewide-needs-assessment>

The CSNA will require analytical fact finding and the understanding of services provided to individuals with disabilities in the State. The CSNA is not just about services and rehabilitation needs of New Hampshire Vocational Rehabilitation customers, but the rehabilitation needs of the larger statewide system that includes services provided by the Bureau. The CSNA will be available to all Agencies, Agency Partners and the general public. The work must include the total geographic area of the State of New Hampshire. This CSNA, due on September 30, 2025, assessment will assist the Bureau in evaluating its priorities and establishing an action plan to guide future rehabilitation program development.

B. Schedule

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

EVENT	DATE	LOCAL TIME
RFP Released to Proposers (Advertisement)	6/26/2023	
Proposer Inquiry Period Ends	7/21/2023	4PM
Final Agency Responses to Proposer Inquiries	8/4/2023	4PM
Proposers Submit Proposals	8/25/2023	4PM
Review and Scoring of Proposals	9/11/2023	
Estimated Notification of Selection and Begin Contract Negotiations	9/18/2023	
Estimated Date of Approval of Final Contract/Work Begins	October/November 2023	

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

A. Agency Overview

The Bureau of Vocational Rehabilitation (VR) assists eligible individuals with disabilities secure employment in a career pathway, leading to financial and personal independence by providing rehabilitation services. Rehabilitation services are individualized for each person.

Vocational Rehabilitation 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.

VR has many other partners in the disability field that play a role in the rehabilitation needs of individuals in the state. Included in these partners, VR works with community rehabilitation provider (CRP) partners, the area agency system (Intellectual/Developmental disabilities), the mental health system, the Bureau of Special Education Supports , school systems, the independent living system, the NH Brain Injury Association , deaf and hard of hearing services, etc.

B. Purpose

The Bureau, through this RFP, intends to collect data and information regarding the needs of persons with disabilities in the state including identifying groups who have no services or supports (determined to be unserved); those currently served by Bureau or other state agency, private charity, or community organizations, and those who are or may be underserved persons by current services. The result of this contracting process, data

collection, and analysis is to become the 2025 CSNA described in the scope of work. This will further assist the Bureau in setting goals to meet the needs of persons with disabilities in the state.

- a. The first goal of the 2025 CSNA will be to assure that the Bureau is in compliance with 34 CFR 361.29, which requires Agency to complete a regular CSNA to determine the rehabilitation needs of individuals with disabilities residing within the state including:
 - ii. Those with the most significant disabilities, and
 - iii. Those who are minorities.
 - iv. Those who are un-served or underserved which includes identifying where there are any un-served or underserved groups and their needs;
 - v. Those served through other components of the statewide workforce development system and the extent to which individuals with disabilities are served; and
 - vi. Those who are youth and students with disabilities, This CSNA will specifically address the needs for pre-employment transition services and other transition services and the extent to which these services are provided by VR and coordinated with transitions services provided under the Individuals with Disabilities Education Act (IDEA, P.L. 108-446) for youth and students with disabilities.
 - vii. This CSNA will also assess the need to establish, develop, or improve community rehabilitation programs within the State.
 - viii. Provide an estimate of the number of individuals in the State who are eligible for vocational rehabilitation services.
- b. The second goal will be a complete CSNA that yields valuable information for the Bureau in the consideration of the known participant levels and the unknown possible participants, both of which will impact program outreach and operation. The CSNA will be shared with other interested Agencies that have the same goals of determining the total need for services, therefore benefiting all persons with disabilities in the State of New Hampshire.
- c. The Bureau, through this RFP, expects to issue a single contract to complete the CSNA.
- d. The Proposed CSNA Contract execution and related work will begin with the anticipated Contract award date stated in the Anticipated Timeline. The time frame for full completion of the CSNA including printed reports, will be no later than September 30, 2025.

SECTION 3 – Proposed Scope of Work

- A. The scope of the work intended in this RFP will require analytical fact finding and the understanding of services provided to individuals with disabilities in order to complete a CSNA on behalf of the Agency. Section 101(a) (10) of the Rehabilitation Plan requires that Vocational

Rehabilitation programs collect key data to more effectively manage the VR program and ensure that the needs of the program's consumers, including those with the most significant disabilities, are met.

- a. The first approach of the CSNA will be to review historical analysis of data available in primary and secondary data. This will allow for a detailed analysis of historical program data about participants, programs, personnel and payment by the Bureau revealing statistically a picture of the total program operations. This will result in an understanding of current program capacities and functions with participant involvement identified and all related known factors.
 - b. The second approach of the CSNA will be to create original data gathered from persons with disabilities who are served, underserved, or unserved and the agencies that may also serve these individuals through focus groups, key informant interviews or surveys, electronic or hardcopy surveys, and other means as described and appropriate. These could include consumer satisfaction surveys of past and current clients and employers. This should include firsthand and often face to face detailed communication with persons with disabilities that currently do not receive any services or supports through the Bureau or other Agency Partner, participants determined to be either underserved or without additional supports. The determination for this unknown factor related to statewide needs assessment is determined through a wide variety of processes that will result in a complete assessment of underserved and unserved persons with disabilities.
- B. The CSNA will result in three primary areas of information about individuals with disabilities residing in the State of New Hampshire. These results will, at a minimum, meet the requirements of §361.29 regarding: statewide assessment; annual estimates; annual State goals and priorities; strategies; and progress reports.
- C. The CSNA will culminate in a series of reports and information that will be available to Bureau programs, the State Rehabilitation Council and Agency partners as it may assist in their review of their programs as well. A final official report will be posted as a new CSNA on the Bureau's website to be made available to the general public.
- D. The CSNA will require the review of the records of the interactions with the Bureau, Community Partners, private sector providers and individual interactions with persons with disabilities, and populations inclusive of persons with disabilities.
- E. The CSNA will include the total geographic area of the state of New Hampshire
- F. Research.

The completed CSNA required by the Bureau will examine the total current state of services in New Hampshire from current program operations data made available for use under Contract awarded, if any, as a result of this RFP. The assessment factors involved include identification of the status of individuals with disabilities, through the use of available data from the Bureau database and other sources, regarding persons with disabilities being served in New Hampshire. Data from other agencies that have meaningful and relevant data will be made

available as deemed appropriate by Bureau. Research must be inclusive of all possible data sources including other state agencies and community partners and heretofore undiscovered data sources that will become evident through Research. Data review of available primary and secondary information and data sources will include:

- 1) Program data through federal data collection or other agency data collection that specifies they provided services to persons with disabilities.
- 2) Data from the Bureau database, periodic reviews of this data for other reports for the Bureau, and other sources regarding persons with disabilities being served in New Hampshire. Data from other government agencies and any other statewide programs that have meaningful and relevant data will be made available as deemed appropriate by Bureau.
- 3) The Bureau's processes and elements recommended in the current State Plan and current 2022 Needs Assessment can provide some information and guidance, but the current requirements for Bureau services is also described in Bureau manuals, policies, and detailed in Bureau web-based information available. The Bureau's organizational structure and policies manuals may also be used.
- 4) Bureau-based and State Rehabilitation Council (SRC) participant data and participant-initiated consumer satisfaction surveys.
- 5) Bureau evaluation materials, employer satisfaction evaluation materials, relevant state policy and contract provisions, and other pertinent materials identified by Bureau and SRC.
- 6) Bureau staff satisfaction surveys identified by Bureau and SRC.
- 7) CSNA research focus should be to identify, develop and refine methodologies to obtain a complete and comprehensive CSNA report in 2025. The varied research techniques including canvassing and surveying are intended to reach out to as many affected persons with disabilities as possible. The Research used to complete the CSNA will assist future Bureau planning and will be more closely aligned with the known needs and associated factors discovered, and shall be detailed in preliminary and final published reporting of the CSNA.
- 8) Review of past processes that were successful and current state of the art processes that when applied to this CSNA are found meaningful to program assessments.
- 9) Bureau information available for persons with disabilities who have completed an application for Bureau services but have not yet been determined eligible for services.
- 10) Bureau information available for persons participating in vocational rehabilitation services through Bureau.
- 11) Bureau information available regarding closed cases determined rehabilitated or closed case for other reasons, to determine the level of services provided and purpose.

- 12) Compilation of data into clear and concise formatting that will be used to complete the CSNA. The Bureau will be involved in primary reporting to make certain that reports will be consistent and as complete as possible so that moving into the additional parts of the scope of work can be accomplished as efficiently and timely as possible.

G. Action Plan for Development

This CSNA shall be designed to meet the requirements of the Amendments to the Rehabilitation Act passed in 2014. State Vocational Rehabilitation agencies shall conduct a CSNA every three (3) years. This 2025 Needs Assessment Update shall utilize and expand upon existing data collected in the 2022 comprehensive statewide needs assessment. This 2025 assessment will assist the New Hampshire VR in evaluating its priorities and establishing an action plan to guide future rehabilitation program development. The review of statistical data alone will not suffice; but rather, the data must be analyzed, and projections provided by individual(s) who understand national reforms and restructuring issues now affecting rehabilitation service provision. The core of this assessment shall focus on “action oriented” program development, aimed at resolving identified deficiencies in rehabilitation service delivery. The goal of this CSNA to provide the data and resource information for the Bureau to develop an action plan focused on the following critical areas:

- 1) Opportunities for improving program performance;
- 2) A review of the current state of previously identified priorities; and
- 3) A review of transition services in New Hampshire, as well as areas for improvement in transition services. Transition services are defined as those rehabilitation services provided to youth ages 14 to 24.

H. Final Analysis and Reporting

The data analytics, fact finding, interviews, and field work all will result in the compilation of the initial reports of the findings and crafting the official CSNA document. It will include the collection, analysis and interpretation of:

- a. Data generated through the previous phases of the CSNA.
- b. Demographics and other applicable data on:
 - i. State of New Hampshire and New Hampshire residents with disabilities;
 - ii. Individuals eligible for the Bureau’s services broken out by region or district;
 - iii. Individuals served by the Bureau; and
 - iv. Bureau’ staff, services and operations.
- c. Provide written and oral reports of the results, analysis, and recommendations.

The written and oral reports will be made in a form that is understandable and accessible to Bureau’s and SRC’s internal and external audiences by using plain language. Bureau and SRC will have final approval of the reports prior to release to the public. Reports will include a method of feedback to participants in any survey used in the implementation phase and will address recommendations related to:

1. Proposed methods for input at the state and local level with participants and employers leading to future needs assessment activities;
2. Staff training;
3. Rehabilitation services policies and practices;
4. Collaborations in service delivery; and
5. Methods to develop and augment effective collaboration with workforce partners.

d. Any documents produced should comply with Section 508 of the Rehabilitation Act of 1973 (as amended) and meet the accessibility guidelines outlined here:

<https://www.section508.gov/content/build/create-accessible-documents>

- I. The CSNA project shall be responsive to Rehabilitation Act Requirements. The successful proposer shall prepare a needs assessment update that strongly supports the State's development of an effective State Plan for Vocational Rehabilitation services. This assessment update shall fully address all focus areas and legal requirements of the Rehabilitation Act, to include a comprehensive assessment and action plan for transition services.
- J. The CSNA project shall be designed to complement and provide follow-up to the previous assessments conducted in 2016, 2019, and 2022.
- K. Comprehensive Assessment - A simple assessment of the incidence of disability is not adequate. This project shall have a comprehensive design, incorporating all requirements and components of the Rehabilitation Act.

L. User Friendly Format

The final report shall be presented in such a way that information can easily be extrapolated for use in grant applications, legislative initiatives, and prioritization of future rehabilitation projects.

V. DELIVERABLES AND TIMELINE

A. Delivery Date

The Respondent shall provide:

Respondent must complete and deliver the 2025 CSNA on or before September 30, 2025. Any documents produced must incorporate all requirements and components of Section 508 of the Rehabilitation Act of 1973 (as amended) and meet the accessibility guidelines outlined here: <https://www.section508.gov/content/build/create-accessible-documents>
 Progress report to be submitted to NH Vocational Rehabilitation three (3) months prior to the due date.

4.2 Implementation

Upon award of a Contract for services the Bureau shall negotiate an implementation schedule with the successful Respondent.

B. SRC Input and Reporting

This 2025 CSNA project will be administered by the New Hampshire Bureau of Vocational Rehabilitation and the State Rehabilitation Council (SRC). The SRC acts as a review and recommendation body for VR and the Needs Assessment. The successful proposal shall incorporate soliciting and documenting SRC input, and presentation of project milestone accomplishments at SRC meetings, into the project timeline. A crucial element of the project design is that it includes a network of involvement and Interaction between the SRC, VR, and other stakeholders. The SRC meets quarterly, usually in April, June and September (retreat), and the successful proposer shall incorporate the following with regard to SRC meetings.

- a. *First Meeting* – At the first meeting following final contract execution, the successful proposer shall explain the project design in terms of objectives and activities that will lead to milestone accomplishments, to the SRC. The proposer shall also explain specifically how the SRC will be involved in the project, and seize every opportunity to involve SRC members in the conduct of this project.
- b. *Final Meeting* – At the final wrap-up meeting (the SRC’s September Retreat, date to be determined), the successful proposer shall present and explain the Assessment’s findings, recommended action plan, and specific objectives the SRC should accomplish prior to the beginning of the next three- year assessment cycle.

C. The successful proposer shall be solely responsible for providing visual aids, projectors, computer equipment, easels, monitors, etc. for all scheduled SRC meetings and other ancillary gatherings as needed. In addition, all printing and copying costs shall be the sole responsibility of the successful proposer. For purposes of estimating printing and copying costs, the following will be required:

- 1) **Progress Reports** –an electronic copy and twenty (20) copies of project progress reports will need to be provided at each quarterly SRC meeting, for SRC members and VR staff (SRC meets Sept or Oct for retreat; January; March and June).
- 2) **Final Report** – fifty (50) spiral bound, 8½ x 11 copies using appropriately designed commercial cover stock for both front and back covers, of the complete and approved final report, will need to be provided to the Bureau.
- 3) **Executive Summary Booklet** - fifty (50) staple bound (5½ x 8½) copies using appropriately designed commercial cover stock for both front and back covers, of an Executive Summary presenting key findings and proposed recommendations from the Final Report, will need to be provided to the Bureau.
- 4) **Final Report on flash drive, or other electronic copy** – a copy of the Final Report and Executive Summary in Word format will need to be provided to the Bureau.

D. The actual deliverables may differ from proposal to proposal based on each proposal’s project design, methodology and timeline. Each proposer is therefore required to submit with their

proposal a complete listing of specific deliverables and specific dates for delivery to the Bureau and SRC, incorporating the following. The following is an anticipated timeline, to be negotiated and finalized at the time of the contract. The successful proposer/contractor shall be bound by the contracted timeline.

SECTION 4 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Bureau of Vocational Rehabilitation no later than the time and date specified in the Schedule section herein. Proposals may be submitted electronically. Proposals must be addressed to:

State of New Hampshire
Department of Education, Bureau of Vocational Rehabilitation

c/o

Ella McAllister

Ella.K.McAllister@doe.nh.gov

Cc: VRNHRFP@DOE.NH.GOV

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE

**RESPONSE to RFP COMPREHENSIVE STATEWIDE NEEDS ASSESSMENT
RFP –VR-2023-VRCSNA-AMENDMENT 1**

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

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

- a) One (1) electronic clearly identified copy of the Proposal, including all required attachments;
- b) One electronic copy of the Proposal with all Confidential Information fully redacted, as provided for in Section 7E of this RFP.

B. Proposal Inquiries

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

TO: Ella.Mcallister@doe.nh.gov
CC: VRNHRFP@DOE.NH.GOV

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

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

C. Restriction of Contact with Agency Employees

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

D. Validity of Proposal

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

SECTION 5 - Content and Requirements for a Proposal

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

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

Project Summary Guidelines

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

- Prior Experience
 - with the target population – VR clients and/or those with VR needs
 - delivering the required service – Needs Assessment/Recommendations
 - with the New Hampshire Bureau of Vocational Rehabilitation (if applicable)
- Performance Goals and Measurement
 - Clearly defined deliverables and milestones
 - Plan and Timeline for achieving goals and deliverables outlined above
 - Plan for corrective action if deliverables or timeline are not being met
- Participant Recruitment
 - Plan for recruiting participants/clients for Needs Assessment
- Staffing/Project Personnel
 - appropriately credentialed and/or experienced staff
 - Reasonable number of staff and level of effort to achieve project goals
 - Reasonable staffing costs
 - Clear communication plan for project staff, Bureau staff, and SRC members
- Organizational Resources and Contributions to the project
 - Facilities
 - Staff
 - Technology
 - Marketing tools

VI. PROJECT BUDGET:

I. Budget

- A. Each proposer shall include a detailed Line Item Budget with a Fixed Price Budget, and a Budget Narrative, following the Budget Narrative Guidelines below.
- B. **Budget Narrative Guidelines** - The budget narrative should clearly explain and justify each line-item cost in the detailed budget, and should incorporate the following:
- C. • **PERSONNEL/STAFF** - Include all personnel (or staff) to be paid on this project. For each person, include:
- o Name (or 'to be hired')
 - o Project Role and Qualifying Experience/Credentials
 - o Percent Effort (working on the project)
 - o Number of Months (expected to be working on the project)
 - o Description of Job Duties (on the project)
- TRAVEL – Include travel expenses for any meetings to be attended and reimbursed for under this project. For each travel expense, include:
- o Meeting Name (and estimated date if known)
 - o Purpose of Meeting (and how it relates to the project)
 - o Meeting Location
 - o Cost Breakdown per Traveler (to include per diem, airfare, lodging, rental car, and any fees)
- **SUPPLIES** – Include any supplies needed to carry out the project. In the Budget Narrative, be sure to include:
- o Description and Purpose (of product/item needed)
 - o Quantity (anticipated throughout project)
 - o Cost Estimate or Quote
- **PROJECT/PARTICIPANT OUTREACH AND INFORMATION** – Include costs for reaching out to Bureau participants/Needs Assessment participants (printing, mailing, courier costs, etc.), as well as costs for keeping Bureau staff and SRC members informed about the project and project progress (copying, printing, binding, shipping, etc.). Only food directly related to participants (or clients) and/or gathering participant data, such as at participant focus groups, are allowable costs. Include in the Budget Narrative:
- o Description and Purpose (of outreach/information cost)
 - o Quantity (of mailings, ads, brochures, shipping, etc.)
 - o Cost Estimate or Quote (from newspaper, mailing house, printing firm, etc.)
- D. By the submission of a proposal, the proposer certifies:
- Services and prices in the proposal have been determined independently, without consultation, communication or agreement for the purpose of restricting competition;
 - No attempt has been made nor will be made by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition;

- The person signing this proposal is authorized to legally represent the company or firm, and is legally responsible for the decision as to price and supporting documentation provided as a result of the RFP;
- The proposer will comply with all Federal, State, and Agency policies, guidelines, and requirements; and
- Prices in the proposal have not been knowingly disclosed by the proposer and will not be disclosed prior to award to any other proposers.

II. Payment

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

SECTION 6 – Evaluation of Proposals

A. Criteria for Evaluation and Scoring

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

CATEGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	
Completeness of Proposal	10
Prior Experience	10
Project Design/Plan	40
Cost Effectiveness & Budget	20
Performance Goals and Measures	20
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

VII. PROPOSAL EVALUATION AND SCORING:

CSNA 2022 Purpose Statement: The purpose of the Needs Assessment according to the Rehabilitation Act is to identify and understand the needs of individuals with disabilities in the State and to use that information to make appropriate operational and programmatic adjustments to ensure the effective and efficient delivery of services to those individuals. The successful proposal shall focus on updating information specifically related to opportunities for improving program performance, overall outcomes, and transition services.

The State of New Hampshire, NH Vocational Rehabilitation will be the sole judge with respect to the evaluation of proposals. Proposals will be scored according to the following evaluation criteria and weight. The proposal with the highest number of total points will be awarded the contract.

Evaluation Criteria Possible Points

Completeness of Proposal – proposal includes the following: 10 points

- Project Summary, Budget, and Timeline
- New Hampshire Secretary of State Registration (or applicable state)
- Certificate of Good Standing (in applicable state)
- SAM Registration (if applicable) **
- Proposal Price Sheet – completed and signed

Prior Experience 10 points

- Proposer has prior experience with the target population 5 points
- Proposer has prior experience delivering the required services 5 points

Project Design/Plan 40 points

- Program/project design maximizes resources 5 points
- Design addresses all project elements outlined in RFP – comprehensiveness 10 points
- Effectiveness of plan to gather data and information 5 points
- Includes plan to review and incorporate previously identified priorities 5 points
- Includes plan to effectively and continuously involve SRC members in project 5 points
- Outreach efforts are to target population 5 points
- Includes plan for tracking and reporting project progress 5 points

Cost Effectiveness & Budget 20 points

- Project staff and salaries are appropriate/reasonable
- Project costs are reasonable, and clearly and directly related to the project
- Project costs are budgeted in the following format:

Budget Item	FY24 (Upon approval at G&C-6/30/24)	FY25 (7/1/24-6/30/25)	FY26 (7/1/25-9/30/25)	Total

Performance Goals and Measures 20 points

- Relationship between the proposer’s project and RFP goals is clear
- Proposal includes plan for achieving goals according to the timeline
- Proposal includes corrective action if goals and/or timeline are not met

TOTAL POSSIBLE POINTS 100 points

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

B. Planned Evaluations

The Agency plans to use the following process:

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

C. Initial Screening

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

D. Preliminary Technical Scoring of Proposals

The Agency will establish an evaluation team to initially score the Technical Proposals. This evaluation team will review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6. Should a Proposer fail to achieve 60 Points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Proposer's Price Proposal will be returned unopened. Price Proposals will remain sealed during the preliminary technical review.

E. Oral Interviews and Product Demonstrations

If the Agency determines that it is appropriate, proposers may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Agency retains the sole discretion to determine whether to conduct oral interviews, with which proposers; and the number of interviews. Proposers are advised that the Agency may decide to conduct interviews with less than all responsive proposers.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Proposers are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. The Agency

may ask the Proposer to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct oral interviews.

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

F. Final Technical Scoring of Proposals

Following oral interviews, product demonstrations, reference checks (if applicable/appropriate) and/or review of written clarifications of Proposals requested by the Agency, the evaluation team will determine a final score for each Technical Proposal.

G. Price Proposal Review

Price Proposals will be reviewed upon completion of the final technical scoring of Proposals. Proposers are advised that this **is not a low bid award** and that the scoring of the Price Proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Proposer.

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

Proposer's Price Score = (Lowest Proposed Price / Proposer's Proposed Price) x Number of Points for Score

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

H. Final Selection

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

I. Rights of the Agency in Accepting and Evaluating Proposals

The Agency reserves the right to:

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

SECTION 7 – Terms and Conditions Related to the RFP Process

A. RFP Addendum

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

B. Non-Collusion

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

C. Property of the Agency

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

D. Confidentiality of a Proposal

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

E. Public Disclosure

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

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

financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

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

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

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

F. Non-Commitment

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

G. Proposal Preparation Cost

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

H. Ethical Requirements

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

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

I. Challenges on Form or Process of the RFP

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

SECTION 8 – Contract Terms and Award

A. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

(*If an Agency believes that an exclusive contract is necessary to attract bidders and get competitive pricing, the Agency should contact DOJ for guidance and this section may be deleted.)

B. Award

If the State decides to award a Contract as a result of this RFP process, any award is contingent upon approval of the Contract by the Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the Contract.

C. Standard Contract Terms

The Agency will require the successful Proposer to execute a Firm Fixed Price/Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix A.

The Term of the Contract will be for six months from the date of approval. The Contract term may be extended by an additional term 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, continued funding and Governor and Executive Council approval.

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

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.