

**RFP TEMPLATE PUBLISHED BY DEPARTMENT OF JUSTICE AND  
DEPARTMENT OF ADMINISTRATIVE SERVICES**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION**

**Special Education Actuarial Consulting Services  
RFP 2020-001**

**Section 1 – Overview and Schedule**

**A. Executive Summary**

Under New Hampshire state law, expenses for special education students are shared between the local school district, special education aid by the state and IDEA funding from the federal government. Pursuant to the current formula, the local school district is responsible for the primary costs of special education, up to 3.5 times the statewide average cost per pupil. Between 3.5 times and 10 times the statewide average, the school is responsible for 20%, and any amounts over 10 times are the responsibility of the state.

Historically, the state has not met its funding obligation and portions of the state funding have fallen to local districts. The result of this is that school districts, which pick up the additional special education costs, experience wide swings when high-cost cases move into a district. Because these costs cannot always be anticipated, district's budgets are disrupted and more difficult to manage.

The department of education is exploring options to create a risk financing mechanism, likely an insurance product, that would be available to school districts to help manage this risk. Such a product would address the two principle concerns of predictability of cost in a budget cycle and a smoothing of cost from year to year that may results with high cost cases.

**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.

<b>EVENT</b>	<b>DATE</b>	<b>LOCAL TIME</b>
RFP Released to Proposers (Advertisement)	2-7-2020	4PM
Proposer Inquiry Period Ends	2-17-2020	4PM
Final Agency Responses to Proposer Inquiries	2-24-2020	4PM
Proposers Submit Proposals	3-2-2020	4PM
Estimated Notification of Selection and Begin Contract Negotiations	3-9-2020	4PM

## **Section 2 - Description of Agency/Program Issuing the Request for Proposals**

These services are being procured by the New Hampshire department of education, bureau of student support.

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This insurance product would be similar to other insurance products, such as health, auto and property in that schools would continue to pay its share of special education costs and this product would provide coverage not paid by state funds.

## **Section 3 – Proposed Scope of Work**

The scope of work for this project will include three phases:

### **Phase 1: Predictive Model**

In phase 1, the vendor will gather data from the department that will support its analysis. This data will include special education funding across a number of years and summarized by district or school. Because vendors may need to gain access to student level data (although every effort will be made to anonymize such information), the vendor will be required to execute a confidentiality agreement. The vendor will also supplement this data with third-party and publicly available census data that will help support modeling for this project.

Using this data, the vendor will create a predictive model that will project the special education costs for each district. In this process, determinations will be made as to the level of analysis, at the district or school level, and potentially by school type (e.g. elementary, middle or secondary), if deemed germane to the analysis. Development of the predictive model will include the following steps:

- Develop a thorough understanding of the structure of the data and the meaning of the various data fields; evaluate the accuracy and usefulness of the data and conduct validation and reasonableness checks, correcting for data errors, creation of data groupings and aggregations so that the data can be used in the modeling.

- Determine the type of statistical modeling to be used as a best fit for this application, based on characteristics of the data set and model objectives. Evaluate how the model (or models) will be structured, the appropriate target variables, and whether any adjustments may be necessary to relate historical data to the projection periods.
- Review the cleaned data with the department any observations, limitations, or anomalies. The department may be able to share heuristic aspects that might not be immediately apparent.
- Fit the models to the data and examine the model outputs and statistics to evaluate which variables are predictive of future costs and which model specifications yield best fit.
- Quantify the predictive value of the variables and resulting formula. This will include development of visualizations that demonstrate relative performance across a variety of variables. For example, we will need to know if there are certain participation levels required for the models to perform, or certain number of school districts required.
- Develop documentation regarding the model, its constructs, how it can be used under various scenarios to determine costs to fund any type of pool sharing arrangement.

### **Phase 2: Pro-Forma Financial Projections**

Given the modeling developed in Phase 1 above, construct pro-forma financial projections for each local school district and in total for the pool to demonstrate how variability in the projected future special education costs can be mitigated by enhanced predictability and smoothing. This should include expense loads at the district level and premium projections against actual cost experience. These models should include sensitivity across important variables, including state reimbursement levels that may be attained.

### **Phase 3: Reporting**

Provide a comprehensive report, including a review of any draft report by the department prior to finalization. This report, or reports, should be suitable for distribution to local school districts as well as legislative leaders, to be able to understand the nature of the proposed risk management product and how it will affect their constituencies such as school districts and municipalities.

### **Budget**

Proposals must also include a fixed not-to-exceed budget, inclusive of out of pocket expenses. The budget should enumerate at a minimum the relative costs associated with each of the above Phases. The department reserves the right to contract for all or fewer of the proposed Phases.

## **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 department of education, no later than the time and date specified in the Schedule section, herein. Proposals may be submitted by U.S. Mail, Delivery Service or In Person. Proposals must be addressed to:

**State of New Hampshire  
Department of Education**

c/o

**Angela Adams**

Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE**

**RESPONSE TO RFP 2020-001**

**Special Education Actuarial Consulting Services**

Unless waived as a non-material deviation in accordance with Section 6B, late submissions will not be accepted and will be returned to the proposers unopened. Delivery of the Proposals shall be at the Proposer's expense. The time of receipt shall be considered when a Proposal has been officially documented by the 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 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) original and 4 clearly identified copies of the Proposal, including all required attachments;
- b) One (1) electronic copy of the Proposal, including all required attachments

Proposers who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

**B. Proposal 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: Angela.Adams@doe.nh.gov

CC: Frank.Edelblut@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. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

### **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 below format and provide the required information set forth below:

Proposers should respond to the projected scope of work as described in section 3 above. In addition to describing how the actuarial evaluation and modeling will be conducted, the proposer should also provide a schedule of deliverables and the dates for delivery of the respective phases.

## **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:

- Approach and solutions proposed, including a schedule for delivery of project phases
- Qualifications and Experience, with emphasis on expertise with predictive modeling
- Cost

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

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

CATEGORIES	POINTS
Approach and solutions proposed, including schedule for delivery	35
Qualifications and experience	35
PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	30
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

The Agency will select a Proposer based upon the criteria and standards contained in this RFP and from applying the weighting in this section.

### **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;
- Final Evaluation of Technical Proposals and scoring;
- Review of Price Proposals and final scoring;
- Select the highest scoring Proposer (s) 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.

### **E. Final Technical Scoring of Proposals**

Following evaluation of the proposals and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each Technical Proposal.

### **F. Price Proposal Review**

Price proposals will be reviewed upon completion of the final technical scoring of proposals. The Proposer's Price Proposal will be allocated a maximum potential score of 30 points. Proposers are advised that this **is not a low bid award** and that the scoring of the price proposal will be combined with the scoring of the technical proposal to determine the overall highest scoring Proposer.

### **G. No Best and Final Offer**

The Proposal should be submitted initially on the most favorable terms which the proposer can offer. There will be no best and final offer procedure. The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

### **H. Final Selection**

The Agency will conduct a final selection based on the final evaluation of the initial proposals and begin contract negotiations with the selected Proposer(s).

### **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 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 Department of Administrative Services pursuant to this RFP, the Agency will post the name, 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/>). However, 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 agency's authority to conduct this procurement and the form and procedures of this RFP.

## **Section 8 – Contract Terms and Award**

## **A. Non-Exclusive Contract**

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

## **B. Award**

If the State decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by 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 bidder to execute a Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix A.

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

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.