

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
American Sign Language Interpreter Services**

**RFP 2019-VR#5**

**SECTION 1 – Overview and Schedule**

**A. Executive Summary**

The Department of Education seeks interested American Sign Language (ASL) Interpreters to provide interpreting services for various functions and operations within the department. The Department of Education provides many programs and services that need the expertise of ASL interpreters. Some of these programs include: Vocational Rehabilitation staff utilization of interpreters, State Rehabilitation Council and State Independent Living Council communication access, State Board of Education communication access and public forum communication access. Other programs within the department also occasionally require the use of ASL interpreters.

Interested interpreters should respond to this Request for Proposal (RFP) if they should wish to provide ASL services to staff and programs of the department. A letter of interest, copy of current interpreter license and resume should be submitted by July 26, 2019.

Qualified interpreters will have extensive experience in providing ASL interpretation. They should have a license with the NH Interpreter Licensure Board. Funding will be provided by various programs within the Department for ASL interpreter services over the course of the contract, as approved.

The contract developed will be effective upon Governor and Council approval and will be effective until September 30, 2021.

**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)	7/18/19	
Site Visit(s), if needed	n/a	
Proposer Inquiry Period Ends	7/29/19	4:00 PM

Final Agency Responses to Proposer Inquiries	8/9/19	4:00PM
Proposers Submit Proposals	8/30/19	4:00 PM
Estimated Notification of Selection of Vendor	9/13/19	
Contract Development	September 2019	
Governor and Council Approval	October 2019	
Contract Begins (estimated)	October 2019	

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

The Department of Education (NHDOE) is a multi-faceted department. The NHDOE is committed to helping students, parents, and educators (including teachers, principals, superintendents, and school communities) meet the educational needs of each student. The department also includes Vocational Rehabilitation, Disability Determination Services, Career and Technical Education and Adult Basic Education.

**SECTION 3 – Proposed Scope of Work**

The Department of Education seeks qualified ASL interpreters to provide services to staff of the department and, when needed, to provide communication access for department business and operations.

1. All ASL interpreters interested in providing services should have a valid license from the Interpreter Licensure Board.
2. Interpreters shall be paid in accordance with the current Interpreter Fee Schedule (attached).
3. The contractor must ensure confidentiality of personally identifiable information.

**SECTION 4 – Process for Submitting a Proposal Packet**

**A. Proposal Submission, Deadline, and Location Instructions**

Proposal packets 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. Proposal packets may be submitted by (U.S. Mail, delivery service, in person, electronic). Proposals must be addressed to:

**State of New Hampshire  
Department of Education**

c/o

**Lisa Hinson-Hatz, VR Director**

[Lisa.Hatz@doe.nh.gov](mailto:Lisa.Hatz@doe.nh.gov) (if electronic)

Copy Lynn Littlefield [Lynn.Littlefield@doe.nh.gov](mailto:Lynn.Littlefield@doe.nh.gov)

Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE**

**RESPONSE TO RFP 2019-VR#5**

**American Sign Language Interpreter Services**

Unless waived as a non-material deviation, 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 Proposal packets submitted in response to this RFP must consist of at least:

- a) Letter of Interest
- b) Current Resume
- c) Valid license from the Interpreter Licensure Board

**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: Lisa Hinson-Hatz; Lisa.Hatz@doe.nh.gov

CC: Lynn Littlefield; Lynn.Littlefield@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 Packet**

- a) Letter of Interest
- b) Current Resume
- c) Valid license from the Interpreter Licensure Board

## **VI. PROJECT BUDGET:**

### **I. Budget**

Each program will have funding designated for the ASL interpreter costs and this shall be identified in the contract approved by Governor and Council.

### **II. Payment**

Each interpreter will send invoices for services to the individual program as arranged. Contract payments are subject to availability of funds.

## **SECTION 6 – 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 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.

### **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 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 2 years from the date of 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.