



New Hampshire

# Department of Education

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
Vocational Rehabilitation Marketing**

**RFP-VR- 2020- 3**

## **Section 1 – Overview and Schedule**

### **A. Executive Summary**

The Vocational Rehabilitation program in New Hampshire has undergone substantial change in the past six years. Reauthorization of the program federally, changing the focus areas of the program, expanded services for students with disabilities and business partners as a customer of the program are many of the changes. The program is seeking interested parties to develop a comprehensive set of marketing materials for the program. The program is looking to modernize marketing materials and enhance customer engagement in the VR program to improve the employment opportunities of individuals with disabilities. Comprehensive materials will be developed for many aspects of the program; program process, program successes, business relations, transition services, services for blind and vision-impaired, older independent living blind program, career pathway exposure, on-the-job training, and supported employment options.

### **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)	6/11/2020	
Proposer Inquiry Period Ends	6/22/2020	5 PM
Final Agency Responses to Proposer Inquiries	6/26/2020	5:00 PM
Proposers Submit Proposals	7/30/2020	4:00 PM
Estimated Notification of Selection and Begin Contract Negotiations	8/7/2020	

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

New Hampshire Vocational Rehabilitation (NHVR) is a state agency that receives federal and state funding to provide rehabilitation services to assist individuals with disabilities in obtaining and maintaining employment as a part of the larger workforce system. Vocational Rehabilitation Counselors provide guidance and counseling to guide participants through the VR process. The program can assist individuals obtain assessments, training, job development and placement and many purchased services to enhance career pathway employment opportunities. In addition, the program works with business partners to fulfill their hiring needs and develop new collaborations to advance the hiring, training and retaining of individuals with disabilities. The agency has approximately 75 staff members and has five regional offices around the state. Staff also work at the “America’s Job Centers,” the NH Works offices around the state.

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

Collaborate with the Department of Education, Bureau of Vocational Rehabilitation leadership team to design, develop and implement strategic advertising and public relations campaigns to modernize the New Hampshire Vocational Program. The following should be included in the proposal:

### Marketing/Advertising:

- Propose ideas for a new NHVR tagline.
- Perform strategic research and develop a work plan for the agency for this project.
- Create coordinated advertising campaigns (print, broadcast, digital, online, email, etc.) to include written plan, including objectives, audience description, strategies, tactics, timelines and budgets.
- Create graphic designs that align with VR goals and its mission, the employment of individuals with disabilities.
- Develop original copy (text). This may also include Spanish marketing collateral products.
- All materials will need to meet 508 Accessibility guidelines. Design and generate all marketing materials with consideration of accessibility should entail adherence to all universal design principles that cater to the largest number of diverse populations. Marketing materials, in particular, should be developed, mindful of electronic, large print and appropriately color-contrasted products, visual and physical placement, and all other measures of accessibility that are responsive to the needs of the larger disability community.

### Public Relations:

- Create an opportunity for VR customer, business partners and public input into the overall marketing process.

- Build messaging to be utilized in various advertising modalities to target key audiences to drive awareness, create an emotional connection and educate on key goals of the program.
- Create messaging to drive engagement and interaction through sharing relevant content and providing opportunities to interact with the programs/services.
- Develop a concrete social media strategy using tools like Facebook, Twitter, LinkedIn and Instagram.
- Recommend social media platform options use to push out messages/videos, etc. at scheduled times.

Program Areas for Marketing Campaigns:

- Overall VR Program Elements
- Transition Services for Students
- Career Pathways Leading to Employment Success
- Business Relations and Technical Assistance Services
- Community Rehabilitation Program Services
- Services for Blind and Vision-Impaired
- Services for Deaf and Hard of Hearing Participants
- Services for Older Blind Individuals
- Return on Investment Materials
- Performance Accountability Awareness

**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 [Agency], no later than the time and date specified in the Schedule section, herein. Proposals may be submitted by the following methods: (U.S. Mail, Delivery Service, In Person, or Electronic) Proposals must be addressed to:

**State of New Hampshire**  
**Department of Education**  
 c/o: Lisa Hinson-Hatz, NHVR  
 21 S. Fruit Street, Suite 20  
 Concord, NH 03301

Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE**  
  
**RESPONSE TO RFP VR-2020-3**  
**Vocational Rehabilitation Marketing**

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 four (4) clearly identified copies of the Proposal, including all required attachments;
- b) One (1) original electronic copy of the Proposal, including all required attachments contained on digital media such as a flash drive;
- c) One electronic copy of the Proposal with all Confidential Information fully redacted, as provided for in Section 7E of this RFP.

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: Lisa Hinson-Hatz at [Lisa.Hatz@doe.nh.gov](mailto:Lisa.Hatz@doe.nh.gov)

CC: Louise Belanger at [Louise.Belanger@doe.nh.gov](mailto:Louise.Belanger@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:

1. Table of Contents. A table of contents will allow the Selection Committee to easily access different information within the document.
2. Glossary of Common Terms. The glossary will share technical terms and acronyms.
3. Company Profile/Background. Please share an overview of the company including number of years in business, number of employees, location(s), expertise, local presence, etc.
4. Work Plan with Timelines.
5. Key Personnel. Please share resumes of key personnel that would be working on this project.
6. Comprehensive Budget.

7. References. Please share three references that the agency can utilize to determine the satisfaction of previous, similar work. VR agencies from other states would be preferred.

## **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 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 15 points awarded based on the Price Proposal, a maximum of 85 points awarded for the Technical Proposal, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	85
PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	15
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. 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 appropriate; and
- 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. 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 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. The Proposer's Price Proposal will be allocated a maximum potential score of 15 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.

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

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

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

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

The Proposal should be submitted initially on the most favorable terms which the 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.

-OR-

### **Best and Final Offer (BAFO)**

Upon completion of the scoring process outlined in Section 6, the Agency may, at its sole option, invite the highest scoring Proposers to submit a "Best and Final Offer" for the Agency's consideration. The Agency reserves the right to select the Proposer based solely on the initial proposals and is under no obligation to solicit or accept a BAFO from any proposers. As the Agency may not request a Best and Final Offer, Proposers are encouraged to provide their most competitive prices in their initial proposals.

The Best and Final Offer (BAFO) is a one-time invitation only process for a proposer to submit its lowest priced offer for the Agency's consideration. In its invitation to submit a BAFO, the Agency will provide a deadline submission date for the BAFO. The Agency may communicate in writing any price/cost targets that the Agency is seeking in the BAFO. If such target(s) is provided, the Agency will do so uniformly to all Proposers selected to participate in the BAFO. All restrictions on contact with State employees outlined in Section 4C shall remain in effect for the BAFO period.

Each invited Proposer may only make one BAFO. The BAFO may not alter the substance of the Proposer's technical proposal. The BAFO may only amend the Proposer's initial price proposal.



To the extent the Agency solicits and receives a BAFO pursuant to this section, the Agency will re-score the BAFO participants' price proposals after review of the BAFO in accordance with section 6G (Calculation of the Price Proposal Score). The Agency will not select a Proposer based on the lowest priced BAFO proposal. A final selection, if any, shall be based on the combined score of the technical proposal and BAFO price proposal. Only those Proposers who were invited to submit a BAFO will be considered for the award.

### **I. Final Selection**

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

### **J. 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.

(\*If an Agency believes that an exclusive contract is necessary to attract bidders and get competitive pricing, this section should 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 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 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 one (1) year from the date of approval. The contract term may be extended by an additional term of one (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.

**D. Special Terms To Be Included In A Contract Resulting From This RFP**

- Add any key terms not captured in the P-37 or delete Section.