

New Hampshire Department of Education
Bureau of Student Support
101 Pleasant Street
Concord, New Hampshire 03301

October 18, 2018

REQUEST FOR PROPOSALS

RFP #SPED-2018-12

Special Education Complaint Investigator

Deadline for Receipt of Proposals: 4:00pm, Friday, November 16, 2018

Proposal Inquiries: All questions about this Request for Proposals (RFP) should be submitted in writing by e-mail or fax (include your fax number) to:

Barbara Dauphinais
New Hampshire Department of Education
Bureau of Student Support
101 Pleasant Street
Concord, New Hampshire 03301
Fax: (603) 271-1099
E-mail: Barbara.dauphinais@doe.nh.gov

The deadline for receipt inquiries is 4:00pm, Friday, November 2, 2018. The Department of Education **(Department)** will address inquiries received by the deadline, in writing, if they are determined to be vital to the competitive bidding process, a written response will be sent no later than five (5) working days after the deadline to all who submitted inquiries. In addition, any modifications to the specifications contained in this RFP shall be made only in writing by the Department immediately following the deadline for receipt of inquiries and no other changes will be entertained after that date. Verbal agreement or instructions from any other source are not authorized or binding on the State of New Hampshire **(State)**.

All advisory committees are encouraged to distribute this Request for Proposals (RFP) to any/all qualified individuals/organizations.

PURPOSE:

The purpose of this RFP is to seek proposals for up to four (4) individuals to serve as New Hampshire Special Education Complaint Investigators, responsible for conducting special education complaint investigations across the State. Investigators are responsible for investigating alleged violations of special education law, which may include on-site visits and issuing a written report with recommendations to the Commissioner.

The New Hampshire Standards for the Education of Children with Disabilities (Adopted March 23, 2017), Ed 1121.02(a) requires that the Commissioner of Education assign an independent investigator to investigate an alleged complaint including conducting an on-site investigation, if necessary, and issue a written report with recommendations to the Commissioner.

The Department expects to award two year contract(s) effective July 1, 2019, or upon Governor & Council approval, whichever is later, for up to four (4) individual contractor(s). Unless there is a change in the plan requirements and/or services to be delivered, the cost for each individual contract shall not exceed the amount of \$25,000.00 annually; total of four (4) awards not to exceed \$50,000.00 per contract during the contract period.

1.0 SERVICES TO BE PROVIDED:

- 1.1 Review of documents pertaining to a complaint.
- 1.2 Preparation as required such as organizing information, scheduling on-site visits/interviews with parents and school district.
- 1.3 Fact finding and evidence gathering pertaining to complaint information and allegations.
- 1.4 Generate a written report that based on allegations including findings of fact and conclusions as they relate to the allegations in the complaint.

2.0 REPORTING:

The successful individual(s) shall:

- 2.1 Provide reports to the special education complaints coordinator that detail the findings of fact relative to the allegations and make recommendations to the Commissioner.
- 2.2 Submit an invoice requesting payment that itemizes the preparation, actions, meeting time, travel time and other activities completed related to a complaint investigation assigned.
- 2.3 The reports and all materials gathered by the investigator will be submitted to the Department with the report and invoice.

3.0 CONFLICTS OF INTEREST:

The successful individual(s) will inform the Department of any conflicts of interest (appearance of, or actual) prior to accepting the contract or while engaged in the contract.

4.0 MINIMUM REQUIREMENTS:

- 4.1 Must have a Master's degree in education, special education or the field of law.
- 4.2 Must have extensive working knowledge of State and federal laws and regulations governing the delivery of special education services and the special education process.
- 4.3 Must have a minimum of 3 years related experience.
- 4.4 The ability to work with a variety of individuals, understanding and respecting individual differences, particularly those related to cultural and demographic characteristics.
- 4.5 Must be willing and available during school hours to travel to school districts in the State to conduct investigations as assigned.
- 4.6 Must maintain confidentiality of information provided to them through the special education compliant investigation process.
- 4.7 Must be able to attend at least 3 (but no more than 5) trainings annually regarding the special education complaint process.
- 4.8 Must be able to maintain professional appearance and demeanor while interacting with others.

5.0 LIMITATIONS ON AMOUNT AND CONTRACT PERIOD

The Department expects to award two-year contracts effective July 1, 2019, or upon Governor and Council approval, whichever is later, for up to four (4) individual contractor(s). Applicants will be compensated at \$125.00 per hour, per diem rate, to include travel time. Unless there is a change in the plan requirements and/or services to be delivered, the cost for each individual contract shall not exceed the amount of \$25,000.00 annually: total of four (4) awards not to exceed \$50,000.00 per contract during the contract period.

Funding for *New Hampshire Special Education Complaint Investigator* is 100% federal funds under State Grant-B, Individuals with Disabilities Education Act, CFDA #82.027.

6.0 TERMS & CONDITIONS:

- 6.1 The Department shall not be responsible for or pay any costs incurred by the bidder in the preparation of the proposal submitted in response to this RFP.
- 6.2 The Department reserves the right to seek clarification of any information contained in a proposal submitted in response to this RFP.
- 6.3 The Department reserves the right to reject any and all proposals submitted in response to this RFP. In addition, the distribution of this RFP shall not commit the Department to issue a contract.
- 6.4 If the Department chooses to award a contract in response to this RFP, the successful bidder shall be notified by letter. The Department shall then develop a contract for Governor and Council approval. The contract shall incorporate, by reference, all provisions of this RFP and the successful bidder's proposal. In preparing a contract with the successful bidder, the Department reserves the right to clarify any terms and conditions contained in the proposal.
- 6.5 Public announcements or news releases pertaining to the award of a contract shall not be made until approved by Governor and Council.
- 6.6 The Department shall not be responsible for any work performed by the successful bidder prior to the effective date of a contract approved by Governor and Council.
- 6.7 All obligations of the Department, including the continuance of payments under an approved contract shall be contingent upon the availability and continued appropriation of State, federal or other funds and in no event shall the Department be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the Department shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate or amend the contract immediately upon giving the contractor notice of such termination or amendment.
- 6.8 When delivering services under an approved contract, the contractor shall work under the broad supervision of the Department's Contracting Officer for this project.
- 6.9 Unless otherwise deleted or modified by mutual agreement between the Department and the contractor, all general provisions contained on the Form P-37 (see **Attachment A**) shall be incorporated into the contract. *Note: 14.1 Insurance ~ Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain in force, the following insurance: 14.1.1 comprehensive 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; etc.*
- 6.10 The Department expects to award a contract to the successful bidder. Unless there is a change in the program requirements and/or services to be delivered, the cost for this contract shall not exceed the amount bid in response to the **Services to be Provided** section of this RFP.
The successful bidder will be required to provide the Department with the following information:
 - A recent financial statement, and
 - A Certificate of Existence from the Secretary of State's Office

In addition, the successful bidder will need to submit a Certificate of Authority authorizing the company to do business with the State of New Hampshire, Department of Education at the time the contract is signed.

- 6.11 **“Any information submitted as part of a bid in response to this request for proposal (RFP) (or request for bid (RFB) or request for information (RFI) 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 (RFI, or RFB) 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 a 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.”**

6.12 Audit

§200.501 Audit Requirements

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or subrecipients are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the

contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

- (h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

6.13 Debarment and Suspension

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offer or certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. **Where the bidder/offer or/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.**

6.14 Copyrights

The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Department of Education purposes:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or contract under a grant or subgrant; and
- (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

7.0 Bid Procedures

7.1 For purposes of this RFP, a proposal will include:

- 7.1.1 a letter of interest detailing professional, volunteer, or educational experience as related to the Services to be Provided (1.0) and the Minimum Requirements (4.0);
- 7.1.2 three (3) letters of recommendation;
- 7.1.3 any product that may demonstrate your level of expertise; and
- 7.1.4 a current resume.

7.2 This documentation will be evaluated to determine if the candidate has the ability accomplish the Services to be Provided and meets or exceeds the Minimum Requirements. This evaluation will be based on the candidate's ability to provide evidence of the following criteria:

- 7.2.1 **Significance of Proposal:** Description of applicant's abilities to meet or exceed the Minimum Requirements (4.0), including a description of their volunteer and work experience and educational background. This will include a review of the letter of interest, letters of recommendation and resume. (40 pts)
- 7.2.2 **Quality of Services to be Provided:** the applicant's ability to accomplish the Services to be Provided (1.0) as evidenced through the documentation submitted, including any products that may demonstrate your level of expertise and experience. (10 pts)

- 7.2.3 **Content knowledge;** including but not limited to, knowledge of State and federal laws and regulations governing the delivery of special education services and process. (30 pts)
- 7.2.4 **Technical Skills:** including but not limited to, facilitation, leadership, conflict resolution, communication, and report writing. (20 pts)
- 7.3 Each bidder shall submit, along with the formal proposal, a completed/signed "Alternate W-9 Form" (see **Attachment B**).
- 7.4 Each bidder shall submit, along with the formal proposal, a completed/signed "Cover Page" (see **Attachment C**).
- 7.5 An original and four (4) identical copies of a formal proposal shall be submitted by 4:00pm, Friday, November 16, 2018 to:

Barbara Dauphinais
New Hampshire Department of Education
Bureau of Student Support
101 Pleasant Street
Concord, New Hampshire 03301

8.0 Evaluation of Proposals

All proposals will be reviewed and rated by an evaluation team. The Department shall be under no obligation to contact bidders for clarification of their proposals, but it shall reserve the right to do so at any time prior to the award of the contract(s). All proposals received by the deadline will be evaluated based on the Bid Procedures outlined in this RFP.

The Department reserves the right to interview applicants with the highest average scores for their proposal, but the Department shall be under no obligation to interview applicants. If the Department conducts an interview, it will be done so by a team who will develop structured questions and scoring criteria that will clarify the applicant's ability to fulfill this RFP.

If the Department chooses to award contract(s) relative to this RFP, it shall be to the responsive and responsible bidders that receives the highest total rating as a result of the proposal evaluation and/or interview process.

9.0 Post Submission Deadline

After the submission deadline, the Department will post, on its website, the number of proposals that it received from vendors.

After the Department's review and selection of a vendor, it will post all vendor names and their rank or score five days prior to submission of the Governor and Council contract packet to the Department of Administrative Services.

A vendor questioning the Department's identification of the selected vendor may request that the Department review its selection process. The request shall be in writing and be submitted to the Department within five (5) business days of the posting of the bid results, rank or score.

The Department has five (5) business days to review the request and issue a written response either affirming its initial selection of a vendor or cancelling the RFP. No hearing shall be held as part of the review. The outcome of the Department's review is not subject to appeal.

Enclosures:

Attachment A: P-37 Contract Form

Attachment B: ALT W-9 Form

Attachment C: Cover Page