

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

September 6, 2017

REQUEST FOR PROPOSALS
RFP #SPED-2017-6

**Educational Sign Language
Interpreter Recruitment, Assessment and Training Program**

Deadline for Receipt of Proposals: 4:00pm, Friday, October 6, 2017

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
101 Pleasant Street
Concord, New Hampshire 03301-3860
Fax: 603-271-1099
e-mail: Barbara.Raymond@doe.nh.gov

The deadline for receipt of inquiries is 4:00pm, Wednesday, September 13, 2017. Inquiries must begin with the heading "Educational Sign Language Interpreter Recruitment, Assessment, and Training Program." The New Hampshire Department of Education (**Department**) will address written 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 the 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.

Grant Award: The Department expects to award a contract effective January 1, 2018 or upon Governor & Council approval, whichever is later, through December 31, 2020 to the successful applicant. Unless there is a change in the plan requirements and/or services to be delivered, the cost for the contract shall not exceed \$150,000.00 for the contract period. (FY'18 January 1, 2018-June 30, 2018), (FY'19 July 1, 2018-June 30, 2019), (FY'20 July 1, 2019-June 30, 2020), and (FY'21 July 1, 2020 – December 30, 2020).

Purpose and Priorities: The purpose of this RFP is to seek proposals from individuals, agencies, or organizations to recruit educational sign language interpreter candidates that seek State certification, provide preliminary assessment through the Educational Interpreter Performance Assessment (**EIPA**), and provide comprehensive training to participants in order to increase the number of certified educational interpreters to serve students who are hearing impaired, deaf, or deaf-blind, as designated by Individual Education Programs (**IEP**) in New Hampshire based on Ed 507.35.

1.0 SERVICES TO BE PROVIDED

The contractor with prior approval from, or as assigned by the State Director of Special Education (or his/her designee) will provide the following services annually:

- 1.1 Recruit a minimum of 20 participants who seek State certification as a New Hampshire Educational Interpreter/Transliterater to serve students who are hearing impaired, deaf, or deaf-blind that require American Sign Language as a means to access education.
- 1.2 Provide a preliminary summary diagnostic report to the Department and a prescriptive diagnostic report for each participant from initial performance on the EIPA prior to training and a summary report upon completion of the EIPA and training.
- 1.3 Establish training sites and provide in-person training and, if needed, long distance training to participants in order to achieve a score of 3.5 or higher on the EIPA for State certification.
- 1.4 Provide full access to communication, including interpreting and Computerized Access Realtime Translation (CART), and accommodations to participants during all components of the training.
- 1.5 Provide in-person training and, if needed, long distance training to participants who require knowledge in the field of education in order to provide services to students who are hearing impaired, deaf, or deaf-blind, given the academic rigor of the general curriculum, and the need to efficiently and effectively work in conjunction and collaborate with teachers and specialists.
- 1.6 Upon completion of training, a minimum of 10 participants will earn a score of 3.5 or higher on the EIPA.
- 1.7 Provide opportunities for continual professional growth and technical assistance to participants upon earning a score 3.5 or higher on the EIPA and completion of training.

2.0 REPORTING:

The successful bidder shall provide the Bureau of Special Education with the following reports:

- 2.1 **Monthly Reporting:** Submittal of monthly invoices using the NHDOE, Bureau of Special Education invoice by the 10th of each month, supported by a report that reflects a summary of activities that have taken place in accordance with the terms of the contract.
- 2.2 **Annual Report:** Report detailing the accomplishments and challenges of the project, based on the evaluation of the project, within 30 days of the end of each project year. The first report will include strategies for improvement. The final report will include a comprehensive overview of the entire project.

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

Applicants must meet the following requirements:

- 4.1 Preference for a Master's degree in education and hold certification as a Teacher of the Deaf and Educational Interpreter;
- 4.2 Preference for five (5) years' experience in public and/or private school special education, educational interpreting, or a related field;
- 4.3 Knowledge of the New Hampshire Educational Interpreter/Transliterators State certificate standards;
- 4.4 Extensive working knowledge of regular and special education; deaf and hard of hearing services; assistive technology, and universal communication access;
- 4.5 Expertise or working knowledge in the preparation of educational interpreters to be proficient in the communication modes of students who are hearing impaired, deaf, or deaf-blind in order to provide access to curriculum that facilitates continuous language development and learning, the principles of Universal Design for Learning, personalized learning, and competency-based education;
- 4.5 Able to maintain accurate, detailed reports and records;
- 4.6 Possess leadership, communication, time management, and critical thinking skills; and
- 4.7 Able to utilize e-mail as a form of communication.

5.0 TERMS & CONDITIONS:

- 5.1 The State 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.
- 5.2 The Department reserves the right to seek clarification of any information contained in a proposal submitted in response to this RFP.
- 5.3 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 State to issue a contract.
- 5.4 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.
- 5.5 Public announcements or news releases pertaining to the award of a contract shall not be made until approved by the Governor and Council.
- 5.6 The State 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.
- 5.7 All obligations of the State, 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 State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State 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.
- 5.8 When delivering services under an approved contract, the contractor shall work under the broad supervision of the Department Contracting Officer for this project.

- 5.9 Unless otherwise deleted or modified by mutual agreement between the State and the contractor, all general provisions contained on the Form P-37 (see **Attachment A**) shall be incorporated into the contract.
- 5.10 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.
- 5.11 **"Any information submitted as part of a bid in response to this request for proposal (RFP) (or request for bid (RFP) 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."**
- 5.12 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 a subrecipient 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]

5.13 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 their participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

5.14 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.

6.0 LIMITATIONS ON AMOUNT AND CONTRACT PERIOD

- 6.1 The Department expects to award a contract effective January 1, 2018 or upon Governor & Council approval, whichever is later, through December 31, 2020 to one individual, agency or organization. Unless there is a change in the plan requirements and/or services to be delivered, the cost for the contract shall not exceed \$150,000.00 for the contract period. (FY'18 January 1, 2018-June 30, 2018), (FY'19 July 1, 2018-June 30, 2019), (FY'20 July 1, 2019-June 30, 2020), and (FY'21 July 1, 2020 – December 30, 2020).

7.0 BID PROCEDURES

- 7.1 An original and four (4) identical hard copies of a formal proposal must be received at the Department no later than 4:00pm, Friday, October 6, 2017. Proposals received after this deadline will not be considered for review. Each application shall include a narrative or other directly relevant materials as needed to address the areas described in 1.0 and 4.0 of the RFP.

The original documents must be submitted unbound and in such a manner as to facilitate photocopying. The maximum number of points that can be awarded for each area during the rating and selection process is shown below:

- 7.1.1 A letter of interested detailing professional, volunteer, or educational experience 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 the applicant's level of expertise; including but not limited to a list of committees or associations for which the individual, agency, or organization has worked or is affiliated and/or training programs for educational interpreters for students with a hearing impairment or deaf developed and/or implemented by the applicant; and
- 7.1.4 A current resume.
- 7.2 This documentation will be evaluated to determine if the applicant has the ability to 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 Project:** Description of bidder's capabilities to deliver the services, including a brief description of personal experience and/or agency or organization experience in developing and implementing a program of this type; to include references as applicable. Please identify the specific subsections of 4.0 as they are addressed (10 points).
- 7.2.2 **Quality of Services:** Describe how the bidder will accomplish the Services to be Provided in 1.0 of this RFP, including activities and strategies that will achieve the desired outcomes. Also identify roles, responsibilities and partners to be involved for the various activities/strategies. Please identify the subsection(s) of the Services to be Provided as you address them in your narrative (30 points).
- 7.2.2.1 Content Knowledge, including but not limited to the applicant's familiarity with a variety of the practices, procedures and concepts of educational sign language interpreter skill development and other areas of knowledge that supports the accomplishment of the Services to be Provided.
- 7.2.3 **Management Plan:** Provide a work-plan, timeline, milestones or benchmarks in accordance with the activities to carry out Services to be Provided in 1.0 of this RFP (15 points).
- 7.2.4 **Personnel and Partners:** Provide a listing of the individuals who will have responsibilities within this proposed project, their titles, qualifications and duties, and the amount of time each will devote to the project. Identify key partners, describe their anticipated participation, and provide documentation of their commitment (10 points).
- 7.2.5 **Adequacy of Resources:** Provide a detailed budget, including budget notes/ justification, which clearly explain the relationship between proposed activities and expenditures. Budget periods: FY'18 January 1, 2018-June 30, 2018, FY'19 July 1, 2018-June 30, 2019, FY'20 July 1, 2019-June 30, 2020, and FY'21 July 1, 2020- December 30, 2020. Indirect costs may not exceed 8% (25 points).

7.2.6 **Evaluation Plan:** Describe your comprehensive plan for the evaluation of the proposed project's activities, effectiveness, and impact (10 points).

- 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, October 6, 2017 to:

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

8.0 EVALUATION OF PROPOSALS

All proposals will be reviewed and rated by an evaluation team appointed by the Commissioner of Education. 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