

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

June 19, 2018

**REQUEST FOR PROPOSALS**  
**RFP #SPED-2018-7**

**New Hampshire Universal Design for Learning Scholar**

**Deadline for Receipt of Proposals: 4:00pm, Friday, July 20, 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:

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New Hampshire Department of Education  
101 Pleasant Street  
Concord, New Hampshire 03301-3860  
Fax: 603-271-1099  
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The deadline for receipt of inquiries is 4:00pm, Wednesday, June 27, 2018. The Department of Education (Department) will address written inquiries received by the deadline and, 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. In addition, any modifications to the specifications contained in the RFP shall be made, 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, individuals and organizations are encouraged to distribute this Request for Proposals (RFP) to any/all qualified individuals/organizations.

**Grant Award:** The Department expects to award a two year contract effective upon Governor & Council approval to one individual contractor. The anticipated cost for the contract is in the amount of \$65.00 per hour, to include in-state travel time, for a total of \$25,000.00 annually. Unless there is a change in the plan requirements and/or services to be delivered, the cost for the contract shall not exceed the amount of \$50,000.00 over the two (2) year contract period.

**Purpose and Priorities:**

The purpose of this RFP is to seek proposals for one individual to provide technical assistance and information to schools and communities to consider Universal Design for Learning (UDL) as a framework for creating and sustaining educational environments that are responsive to the needs of each learner, including those with disabilities, limited english proficiency, or those with accelerated learning needs.

The individual will support the New Hampshire Department of Education (Department), Bureau of Special Education in providing information and resources to the New Hampshire Universal Design Network and professional development for all educators and community members regarding the advances in two fields: (1) the cognitive neuroscience of learning and individual differences, and (2) the universal design of educational technologies and multimedia to strengthen New Hampshire schools to identify ways that the three Core Principles of UDL influence the interconnected networks involved in learning, and make connections to each network to promote engagement; allow multiple means of representation, and to support action and expression that addresses variability and differentiation in the ways students can express what they know to be expert learners.

In order to be considered for funding, the applicant's proposal must address the following priorities:

**Priority 1:** Support the Department regarding the implementation of the New Hampshire Universal Design for Learning State Plan and the New Hampshire Universal Design for Learning Innovation Network.

**Priority 2:** Build and maintain a Universal Design for Learning (UDL) personal learning network through information resources and facilitate the continued sharing of information through the existing community of practice, while expanding the reach to all New Hampshire citizens via a multimedia campaign.

**Priority 3:** Support the Department with State and national keynote presentations including action research about the New Hampshire Universal Design for Learning State Plan and Network and make connections that UDL is a framework that supports other Department Initiatives and federal laws such as the Every Student Succeeds Act (ESSA); the New Hampshire State Systemic Improvement Plan (SSIP) to improve social emotional outcomes for preschool children with disabilities; New Hampshire Accessible Educational Materials (NHAEM); the New Hampshire Scholastic Center for Authentic Family Voice; Personalized Learning; Competency-based Education, Performance Assessment for Competency Education and the New Hampshire Building Innovation Learning Ecosystems.

**Priority 4: Demonstrate the effectiveness** of the project in achieving the **Purposes and Priorities** of this RFP through **1.0 Minimum Requirements** and **2.0 Services to be Provided** including project evaluation, reporting and grant management.

**Resources and Information for Applicants:**

The Bureau of Special Education is legislatively mandated to provide **technical assistance** based on the following:

RSA 186-C:3-a III ~ the Department shall provide technical assistance and information to the school districts so that the districts may effectively and efficiently identify, clarify and address responsibilities under State and federal special education laws. Whenever technical assistance of a specialized nature, beyond that available in the Department, is required, the Department shall assume a leadership role in identifying sources of such assistance in other State agencies, the federal government, volunteer services or the private sector.

34 CFR 300.704 State level activities: for support and direct services, including technical assistance, personnel preparation, and professional development and training.

## **1.0 MINIMUM REQUIREMENTS**

- 1.1. Master's degree in education;
- 1.2. Extensive or working knowledge of the Every Student Succeeds Act (ESSA) to encourage innovation on State and local systems of improvement of a balanced assessment and accountability system;
- 1.3. Extensive or working knowledge in the use of Universal Design for Learning (UDL) as a framework for creating and sustaining educational environments that are responsive to the needs of each learner, including those with disabilities, limited English proficiency, or those with accelerated learning needs;
- 1.4. Extensive or working knowledge in two fields: (1) the cognitive neuroscience of learning and individual differences; and (2) the universal design of educational technologies and multimedia to strengthen New Hampshire schools;
- 1.5. Extensive or working knowledge in the Principles of Universal Design for Learning, Personalized Learning, and Competency-based Education for all students;
- 1.6. Expertise or working knowledge in the ways that the three Core Principles of UDL influence the interconnected networks involved in learning between the Affective Network known as the "why" of learning; the Recognition Network known as the "what" of learning, and the Strategic Network known as the "how" of learning;
- 1.7. Expertise or working knowledge in ways that each network addresses variability learning such as:
  - 1.7.1. The Affective Networks promotes Engagement for purposeful, motivated learners by stimulating interest and motivation for learning;
  - 1.7.2. The Recognition Network allows Multiple Means of Representation for resourceful, knowledgeable learners by presenting information and content in different ways;
  - 1.7.3. The Strategic Network supports Action & Expression for strategic, goal-directed learners by allowing differentiation in the ways students can express what they know.
- 1.8. Expertise or working knowledge to provide evidence of how the UDL Framework connects neuroscience to evidence based practice including Engagement as options for choice, relevance, and self-regulation; Multiple Means of Representation options for perception, language, mathematical expressions, and comprehension, and Action and Expression as options for physical action, expression and communication and Executive (metacognitive) functions found at <http://www.udlcenter.org/aboutudl/udlguidelines>
- 1.9. Expertise or working knowledge concerning the Characteristics of An Innovative Learning Ecosystem based on a fully integrated competency-based PreK-20 education model.
- 1.10 The ability to work independently within established timelines and demonstrate effective organizational skills;
- 1.11 Effective communication skills (oral and written); and
- 1.12 At least five (5) years' experience in public and/or private school special education or a related field.

## **2.0 SERVICES TO BE PROVIDED**

To provide technical assistance and information to schools and communities to consider Universal Design for Learning (UDL) as a framework for creating and sustaining educational environments that are responsive to the needs of each learner, including those with disabilities, limited English proficiency, or those with accelerated learning needs. Upon assignment by the Bureau of Special Education Administrator or her designee, the successful individual will be able to:

- 2.1 Assist the Department with activities designed to coordinate the New Hampshire Universal Design for Learning Network and implement the New Hampshire Universal Design State Plan;
- 2.2 Provide technical assistance to districts regarding revision of policies, procedures and practices that meet federal and/or State guidelines regarding the implementation of Universal Design for Learning Principles and Framework;
- 2.3 Produce, in conjunction with Department staff to design technical assistance documents for statewide dissemination. All documents created shall be the property of the Bureau of Special Education;
- 2.4 Participate in State and national workgroup meetings and conferences related to the New Hampshire Universal Design for Learning Innovation Network, and the New Hampshire Building Innovation Learning Ecosystems.
- 2.5 Participate in Department meetings periodically to share information as required; and
- 2.6 Attend other assigned meetings that support the Department initiatives.

### 3.0 REPORTING

The successful individual/organization shall provide the Department reports that detail the technical assistance activities provided and the data documenting the results of these activities. One, or more, of the following reports may be required by the Bureau Administrator:

- 3.1 **Progress Reports:** report detailing the progress and current status of the party to whom technical assistance is being provided; and
- 3.2 **Final Report:** report detailing the status of the party upon completion of the technical assistance activities.
- 3.3 **Monthly Report:** report summarizing services provided during the previous month.

### 4.0 CONFLICTS OF INTEREST

Upon receiving a new technical assistance assignment, the successful applicant will inform the Bureau Administrator of any conflicts of interest (appearance of, or actual) prior to accepting the assignment or while engaged in the assignment.

### 5.0 COMPENSATION

The successful applicant will be compensated at \$65.00 per hour, to include in-state travel time, for approximately \$25,000.00 annually. Unless there is a change in the plan requirements and/or services to be delivered, the cost for the contract shall not exceed the amount of \$50,000.00 over the two (2) year contract period.

### 6.0 TERMS AND 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 State 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 the 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 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 within the Form P-37 (see **Attachment A**) shall be incorporated into the contract.
- 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 maximum contracted cost that will occur 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 Good Standing 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 (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.”**

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 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]

6.13 Debarment and Suspension

Organization/Individual submitting a proposal will comply with the provision of the US Code of Federal Regulations 34 CFR 364 and the following US Circular if applicable: Office of Management and Budget (OBM) Circular A-110 "Uniform Administrative Non-Profit Organizations. 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.

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 LIMITATIONS ON AMOUNT AND CONTRACT PERIOD

The Department expects to award a two year contract effective upon Governor & Council approval to the successful applicant. Unless there is a change in the plan requirements and/or services to be delivered, the cost shall not exceed the amount of \$50,000.00 for the two year contract period.

## 8.0 Application Procedures

- 8.1 An original and four (4) identical hard copies of a formal proposal must be received at the Department no later than 4:00pm, Friday, July 20, 2018. 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 2.0 of this 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.

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

- 8.2.1 A letter of interest detailing professional and education experience as related to the Minimum Requirements (1.0) and the Services to be Provided (2.0);
- 8.2.2 Three (3) letters of recommendation;
- 8.2.3 Two products that may demonstrate your level of expertise; and
- 8.2.4 A current resume.

8.3 Each bidder shall submit, along with the formal proposal, a completed/signed "Alternate W-9 Form" (see **Attachment B**).

8.4 Each bidder shall submit, along with the formal proposal, a completed/signed "Cover Page" (see **Attachment C**).

**9.0** This documentation will be evaluated to determine if the candidate meets or exceeds the Minimum Requirements (1.0) and has the ability to accomplish the Services to be Provided (2.0). This evaluation will be based on the candidate's ability to provide evidence of the following criteria:

9.1 Significance of Proposal – Description of applicant's abilities to meet or exceed the Minimum Requirements (1.0) including a description of their work experience and educational background in providing technical assistance and support for program improvement in educational settings. This will include a review of the letter of interest, letters of recommendation and resume. (40 pts)

9.2 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 their level of expertise and experience:

9.2.1 Technical Skill, including, but not limited to, facilitation, collaboration, presentations, report writing, and product development (30 pts); and

9.2.2 Content Knowledge, including but not limited, to State and federal laws regarding the Principles of Universal Design for Learning (UDL) as a framework, the New Hampshire Universal Design for Learning State Plan and Network, and other areas of specialized knowledge that supports the accomplishment of the Services to be Provided (30 pts).

Please submit an original and four (4) copies of the proposal by 4:00pm, Friday, July 20, 2018.

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

## **10.0 EVALUATION OF PROPOSALS**

All proposals will be reviewed and rated by an evaluation team. Each proposal will be rated in accordance with the requirements established in this RFP. The maximum number of points for each of the required elements are identified in subsection 9.0 above. 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 contract(s).

The applicant submitting the proposal that receives the highest average scores will be selected for an interview. The interview will be conducted by the evaluation 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 a contract relative to this RFP, it shall be to the responsive and responsible applicant that receives the highest total rating as a result of the proposal evaluation and interview process.

### **11.0 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