



New Hampshire

# Department of Education

## STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION

Bureau of Special Education Support  
25 Hall Street  
Concord, NH 03301

**October 25, 2024**

### **New Hampshire Inclusive Education Scholar**

#### **RFP SPED-2025-2**

The New Hampshire Department of Education does not discriminate on the basis of race, color, religion, marital status, national/ethnic origin, age, sex, sexual orientation, or disability in its programs, activities and employment practices. This statement is a reflection of the Department of Education and refers to, but is not limited to, the provisions of the following laws: Title IV, VI and VII of the Civil Rights Act of 1964-race color, national origin, The Age Discrimination in Employment Act of 1967, The Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 (Title IX)-sex, Section 504 of the Rehabilitation Act of 1973 (Section 504)-disability, The Americans with Disabilities Act of 1990 (ADA)-disability, and NH Law against discrimination (RSA 354-A).

Auxiliary aids and services are available upon request to individuals with disabilities.

## TABLE OF CONTENTS

SECTION 1 - Overview and Schedule .....	3
SECTION 2 - Scope of Work .....	4
SECTION 3 - Contract Terms and Conditions.....	6
SECTION 4 - Request for Proposal Process.....	7
SECTION 5 - RFP Terms and Conditions .....	7
SECTION 6 - Evaluation of Proposals .....	10
SECTION 7 - Process for Submitting a Proposal .....	12
SECTION 8 - Proposal Content and Requirements .....	13
APPENDIX A.....	15
APPENDIX B.....	20

## **SECTION 1 - Overview and Schedule**

### **A. Goal of this procurement/Business needs:**

The New Hampshire Department of Education (NHED), Bureau of Special Education Support (BSES), is seeking a qualified applicant to develop, as well as deliver, evidence-based professional learning and resources for K-12 educators and administrators, with the primary goal of creating inclusive learning environments that are accessible, rigorous, responsive, and engaging for all students. This professional learning will integrate the latest advancements in the cognitive neuroscience of learning, individual differences, and the principles of universal design for educational technologies and multimedia. By providing a deep understanding of key areas such as the Americans with Disabilities Act (ADA) Title II, assistive technology (AT) supports, accessible educational materials (AEM), and least restrictive environments (LRE), this initiative will empower educators to meet the diverse needs of all learners. In addition, the collaboration will ensure the development of practical tools, resources, and training programs that support implementation of evidence-based practices, enhance family engagement, and foster statewide collaboration to ensure sustainability.

A successful proposal will provide evidence from a design perspective that incorporates how the vendor proposes to meet each priority outlined in the scope of work regarding accessible educational experiences.

**Contract Period:** It is anticipated that services will be provided by qualified individuals or organizations under contract service arrangement beginning January 1, 2025 through June 30, 2027, with the option to renew for an additional year.

### **B. Schedule of Events**

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 (Advertisement)	10/25/2024	8:00 AM
Vendor Inquiry Period Ends	11/08/2024	4:00 PM
Final Agency Responses to Inquiries	11/15/2024	4:00 PM
Proposal Due	12/02/2024	4:00 PM
Estimated Notification of Selection	12/20/2024	4:00 PM

### **C. Description of Agency or Program issuing the Request for Proposals**

The New Hampshire Department of Education (NHED), Bureau of Special Education Support (BSES) is charged with providing oversight and implementation of federal and State laws that ensure a free appropriate public education for all children and youth with disabilities in New Hampshire. Given this charge, the mission is to improve educational outcomes for children and youth with disabilities by providing and promoting leadership, technical assistance, and collaboration statewide. Through close

coordination with the Department's general curriculum and instruction activities, the BSES guides and directs a comprehensive array of statewide educational initiatives.

In this RFP, "Agency" means the New Hampshire Department of Education Bureau of Special Education Support. "Vendor" means a person or entity who offers products or services for sale. "Selected vendor" means the qualified Bidder which has been identified by the Agency as having received the best score for its proposal according to the criteria set forth in this RFP.

#### **D. Vendor Instructions**

Interested vendors must read the entire RFP and submit the required documents in the manner specified in the RFP. Vendors are responsible for reviewing the most updated information related to this RFP before submitting proposals.

### **SECTION 2 - Scope of Work**

#### **A. Scope of Work**

The following describes the scope of services that the selected Vendor will be expected to meet. Applicants should have the experience and demonstrated success in providing the full scope of services described in this RFP. Proposals should indicate how the service provider will meet these expectations.

##### **Priority 1:**

In collaboration with NHED BSES, develop evidence-based professional learning and resources for K-12 educators, and administrators designed for creating inclusive learning environments for all students that are accessible, rigorous, responsive, and engaging. This professional learning should integrate:

- (1) the cognitive neuroscience of learning and individual differences, and
- (2) the principles of universal design for educational technologies and multimedia.

##### **The professional learning must include, but is not limited to the following:**

- Understanding the Americans with Disabilities Act (ADA) Title II, in reference to Web Content Accessibility Guidelines 2.1AA
  - Understanding the compliance timeline
  - The POUR Principles that define accessible experiences (Perceivable, Operable, Understandable, Robust)
  - Digital learning resources accessible and usable by students with disabilities
- AT supports and services
  - *Quality Indicators for Assistive Technology (QIAT)*
  - *Students, Environment, Tasks, Tools (SETT) Framework* to promote collaborative decision-making during the consideration, implementation and evaluation of effectiveness of AT services
  - Myths and facts surrounding AT devices and services

- Accessible Educational Materials under NIMAS (National Instructional Accessible Material Standard)
  - Understanding the definition of AEM and accessible formats
  - K-12 critical components of the quality indicators for the provision of accessible educational materials (print and digital) and accessible technology
  - Understand the definition of “timely manner”
- Least Restrictive Environment (LRE)
- Inclusionary Practices (High Leveraged Practices, Universal Design for Learning)
- Data informed decision making

All trainings and corresponding training materials will live in the NHED BSES canvas platform, and all content created is the property of the NHED.

**Priority 2:**

Support the NHED BSES regarding the implementation of the Inclusive Learning Environments professional learning.

- In collaboration with the NHED BSES, develop a Train the Trainer series to support the implementation and sustainability of the professional learning
- Support the NHED BSES Education Consultant and State Coaches to work with LEAs to effectively implement the professional learning
- In collaboration with the NHED BSES’s Evaluator and team, assist in the development and implementation of evaluation tools and activities
- Participate in a Professional Learning Community (PLC) provided by NHED BSES for State Coaches every other month to support the implementation of the professional learning

All trainings and corresponding training materials will live in the NHED BSES canvas platform, and all content created is the property of the NHED.

**Priority 3:**

In collaboration with the NHED BSES and its family engagement partner, develop resources and strategies to increase the family engagement capacity of the Local Education Agencies (LEAs) receiving state coaching on building Inclusive Learning Environments

- Develop family-friendly inclusive learning environment web materials, including on-line modules, videos and activities based on the professional learning on inclusive learning environments for LEAs to share with families
- Contribute family engagement resources to the NHED website

**Priority 4:**

Participate in efforts at the state level to build capacity for collaboration supporting aligned initiatives

- Serve on the Inclusive Learning Environments State Leadership Team
- Serve on the State Systemic Improvement State Leadership Team

- Collaborate with NHED BSES Education Consultant and National Technical Assistance partners on a revision of the AEM quality indicators
- Collaborate with NHED BSES Education Consultant and National Technical Assistance partners on the inclusion of digital educational materials into NH’s AEM work plan
- Collaborate with the NHED American Printing House for the Blind Scholar and the NHED Deaf Education Scholar on aligning initiatives
- Support the NHED BSES in the planning & development of the annual NH Assistive Technology Expo
- Participate in State and national workgroup meetings and conferences related to evidence-based professional learning and resources for K-12 educators and administrators designed for creating inclusive learning environments for all students, including students with disabilities, that are accessible, rigorous, responsive, and engaging.

### **SECTION 3 - Contract Terms and Conditions**

#### **A. Non-Exclusive Contract**

Any resulting Contract from this RFP will be a non-exclusive Contract. The Agency reserves the right, at its discretion, to retain other contractors to provide any of the services or deliverables identified in this RFP or make an award by item, part or portion of an item, group of items, or total Proposal.

#### **B. Award**

If the Agency decides to award a contract as a result of this RFP process, any award is contingent upon approval of the contract by the Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

#### **C. Standard Contract Terms**

The Agency will require the selected vendor to execute a contract using the Standard Terms and Conditions of the State of New Hampshire (Form P-37) which is attached as Appendix A. In no event is a vendor to submit its own standard contract terms and conditions as a replacement for the State’s terms in response to this solicitation.

The terms of this RFP and the selected vendor’s Proposal will be used to form the terms of any resulting contract. The resulting contract may incorporate some or all of the selected vendor’s Proposal. References in the P-37 to Exhibits A, B and C are references to the required structure of any resulting contract (Exhibit A – Special Provisions/Amendments to the P-37, Exhibit B – Scope of Services, and Exhibit C – Payment Terms) and are not references to sections of this RFP.

To the extent that a vendor believes that exceptions to the contract terms in Appendix A will be necessary for the vendor to enter into the contract, the vendor must note those issues during the Vendor Inquiry Period, as further described Section 4B.

## **SECTION 4 - Request for Proposal Process**

### **A. Agency Point of Contact/Restriction of Contact with Agency Employees**

The sole point of contact for this RFP, from the RFP issue date until the approval of the resulting contract by the Governor and Executive Council is:

**Amy Aiello** [Amy.E.Aiello@doe.nh.gov](mailto:Amy.E.Aiello@doe.nh.gov)

From the date of release of this RFP until an award is made and announced regarding the selection of a vendor, all communication with personnel employed by or under contract with the Agency regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact. 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 Sole Point of Contact. Vendors may be disqualified for violating this restriction on communications.

### **B. Vendor Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, any changes to the RFP, and any exceptions to the contract terms in Appendix A, including the Form P-37, shall be submitted via email to the Agency Point of Contact specified above. Inquiries must be received by the end of vendor inquiry period (see Schedule of Events herein).

The vendor must identify the RFP name and the number and include the vendor's name, telephone number, and e-mail address.

The Agency will issue responses to properly submitted inquiries on or before the date specified in the Schedule of Events; 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. **In response to requested exceptions to P37, 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. Questions about or requested exceptions to the RFP, Form P-37 and/or any relevant attachments not raised during the inquiry period are waived.** 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.

## **SECTION 5 - RFP Terms and Conditions**

### **A. Debarment**

Vendors 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 RFP.

## **B. Proposal Preparation Cost**

By submitting a proposal, a vendor agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

## **C. 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.

## **D. 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.

## **E. Non-Collusion**

The vendor'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 Vendors and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

## **F. Property of the Agency**

All material received in response to this RFP shall become the property of the Agency and will not be returned to the vendor. Upon contract award, the Agency reserves the right to use any information presented in any Proposal.

## **G. Proposal Confidentiality**

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 vendor's disclosure or distribution of Proposals other than to the Agency may be grounds for disqualification.

## **H. Public Disclosure**

The information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know law, including 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/>).

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a vendor believes any information submitted in response to this RFP should be kept confidential, the vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the



vendor claims must be exempt from disclosure as “CONFIDENTIAL.” Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a vendor’s designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, vendors acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a vendor.

## **I. Electronic Posting of RFP Results and Resulting 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, the Agency will post the ranks or scores of each responding vendor. In the event that the contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least 5 business days before final approval of the contract.

Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this RFP, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a proposal, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online.

#### **J. 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.

#### **K. Ethical Requirements**

From the time this RFP is published until a contract is awarded, no vendor 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 vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any vendor 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 vendor shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A vendor 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.

#### **L. Challenges to Identification of Selected Vendor**

Within 5 business days of the Agency's posting of the rank or score on its website, vendors may, in accordance with RSA 21-G:37, request that the agency review its selection process. The request must be in writing and must specify all points on which the vendor believes the agency erred in its process and shall contain such argument in support of its position as the vendor seeks to present. In its request for review, a vendor shall not submit, and an agency will not accept nor consider, any substantive information that was not included in the original proposal. The agency will respond to the request within 5 business days of its receipt.

### **SECTION 6 - Evaluation of Proposals**

#### **A. Criteria for Evaluation and Scoring**

The Agency will evaluate each responsive Proposal using a scoring scale of 100 points, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
Scope of Work and Supporting Documents	40
Summary of Experience and Demonstrated Success	40
Proposed Budget	20
<b>TOTAL MAXIMUM POINTS</b>	<b>100</b>

The Agency will select a vendor 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.

If the Agency, decides to make an award based on these evaluations, the Agency will notify the selected vendor(s). Should the Agency be unable to reach agreement with the selected vendor(s) during Contract discussions, the Agency may then undertake Contract discussions with the next preferred vendor and so on, or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

**B. Planned Evaluations Steps**

The Agency plans to use the following process:

- Step 1. Initial screening to ensure that the Proposals are in compliance with submission requirements
- Step 2. Review and scoring of proposals
- Step 3. Price Proposal Review
- Final Selection: Select the highest scoring vendor(s) and begin contract execution

**C. Step 1: Initial Screening**

The Agency will conduct an initial screening to verify vendor compliance with the proposal submission requirements set forth in Sections 7 and 8. 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. Step 2: Review and Scoring of Proposals**

The Agency will establish an evaluation team to review and score proposals submitted using the criteria for evaluation and scoring in section 6. This evaluation team will conduct a review and determine a score to the technical proposals under the guidelines set forth in Section 6. Should a Vendor fail to achieve a total of 65 Points in the preliminary scoring of the Scope of Work & Supporting Documents category and the Summary of Experience & Demonstrated Success category, it will receive no further consideration.

### **E. Step 3: Price Proposal Review**

Price proposals will be reviewed upon completion of the final technical scoring of proposals (Scope of Work & Supporting Documents category and the Summary of Experience & Demonstrated Success category). The vendor's price proposal will be allocated a maximum potential score of 20 points. Vendors 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 vendor.

### **F. Final Selection**

The Agency will conduct a final selection based on the final evaluation of the proposals and begin contract discussions with the selected vendor(s).

### **G. Rights of the Agency in Accepting and Evaluating Proposals**

The Agency reserves the right, at its sole discretion, to:

- Make independent investigations in evaluating proposals;
- Request additional information to clarify elements of a proposal;
- Waive minor or immaterial deviations from the RFP and contract 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;
- Reject any and all proposals at any time; and
- Open contract discussions with the second highest scoring vendor and so on, if the Agency is unable to reach an agreement on contract terms with the higher scoring vendor(s).

## **SECTION 7 - Process for Submitting a Proposal**

### **A. Proposal Submission and Deadline**

Proposals submitted in response to this RFP must be received no later than the Proposal Due Date specified in the Schedule of Events, herein. Proposals must be submitted electronically. Physical copies of proposals will not be accepted.

Late submissions will not be accepted and will be returned to the vendors.

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE

**RESPONSE TO RFP: RFP SPED-2025-2**

Electronic Proposals

Electronic Proposals must be addressed to:

**TO: [Amy.E.Aiello@doe.nh.gov](mailto:Amy.E.Aiello@doe.nh.gov)**

*Subject line must include:* RESPONSE TO RFP: RFP SPED-2025-2

Electronic Submissions must be submitted using the following criteria:

- a. Searchable PDF Format
- b. Files must be less than 10MB in size.

Exception: If files are greater than 10MB in size, the vendor will be required to submit their proposal in parts. It is the vendors responsibility to ensure a complete proposal is submitted.

## **SECTION 8 - Proposal Content and Requirements**

Proposals must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion. Examples of materials that demonstrate the quality of work completed by the vendor on similar projects should be included.

Proposals shall be organized in the following order, with each section clearly indexed:

- I. Cover Page  
Please use Appendix B as your cover page. Be sure to sign and date the page.
- II. Executive Summary  
The Vendor must provide an Executive Summary of two (2) pages or less, giving a brief summation of the proposal and the underlying philosophy of the firm for providing the specified service.
- III. Proposal Response to Scope of Work  
The Vendor must provide a description of services and capabilities as outlined in the “Scope of Work” section of this RFP. A complete proposal will address all aspects of the Scope of Work. The proposal shall be clear, concise and not overly lengthy. Make clear any exceptions taken to the specifications outlined in this RFP.
- IV. Summary of Experience and Demonstrated Success  
This section shall contain a brief summary of the Vendor’s business experience, evidence of success providing the scope of services in this RFP, and individual experience for personnel who will provide this product or service.
- V. Proposed Budget  
In order to be considered, vendors must submit a proposal that includes a budget that considers all project priorities enumerated above in the evaluation of the winning proposal. We are looking for a detailed annual budget including each State Fiscal Year (FY) (FY25-FY27) clearly explaining the relationship between the activities and correlating expenditures as described in the Scope of Work set forth in the RFP. Indirect costs may not exceed 8%. Costs may not include food. State Fiscal Years begin July 1st and end June 30th of the following year. We anticipate awarding the contract in January 2025 pending Governor & Executive Council approval.

VI. References three (3) letters of reference

The Vendor shall submit a minimum of three (3) verifiable references. It is recommended that if the Vendor has performed related services previously, those references be listed.

VII. Additional Required or Supporting Documents

Any evidence or product that may demonstrate the Vendor's level of expertise and experience to accomplish the Scope of Work set forth in this RFP.

**Special Terms to Be Included in A Contract Resulting from This RFP**

Reporting Requirements:

- *Monthly Reporting:* Reports submitted with each invoice requesting payment will outline activities conducted and how those activities align to the Scope of Services. Invoices are to be submitted by the 10th of each month.

Contracting Requirements:

- If a bidder is offered a contract, they will be required to meet all the State of NH contracting requirements. This will include but is not limited to:
  - A State of NH [vendor registration](#).
  - A State of [NH Certificate of Good Standing](#) (if applicable)
  - A Certificate of Insurance (see Appendix A: P-37)
  - [Unique Entity ID \(UEI\)](#) by registering on SAM.gov

## **Appendix A**

### **Standard Terms and Conditions of the State of New Hampshire (Form P-37)**

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name  New Hampshire Department of Education (NHED)		1.2 State Agency Address  25 Hall Street Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class  See Exhibit C	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature   <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature   <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory  Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: Elizabeth Brown, Attorney On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			



**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State’s discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word “Property” shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**11. CONTRACTOR’S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys’ fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

## **Appendix B**

### **Bureau of Special Education Support RFP Cover Sheet**



New Hampshire

# Department of Education

RFP Number:		Bureau:	
Applicant (Organization) Name:			
Applicant Main Contact	Address	Phone Number	Email Address
Summary of Attachments			
Attachment		Number of Pages	
Total Number of Pages in this Packet Including Coversheet:			
Comments			
<p><i>I certify that I have reviewed this application and that information given is complete and accurate to the best of my knowledge.</i></p> <p>Signature of Applicant _____ Date _____</p>			
NHDOE Official Use Only		Received Date _____	
<input type="checkbox"/> Complete, received by NHDOE by required Deadline: accepted	<input type="checkbox"/> Not received by NHDOE by required Deadline: rejected		
<input type="checkbox"/> Incomplete, returned to Applicant	<input type="checkbox"/> Other _____		
First Reviewer _____	Second Reviewer _____		
Comments:			