



New Hampshire

Department of Education

REQUEST FOR PROPOSALS (RFP)

ARP – Homeless Children and Youth

Community Organization Funding

RFP-NHED-Bureau of Instructional Support-ARP-HCY

Funding for Community Organizations to support the identification of, outreach to, and wrap-around services for student experiencing homelessness

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Section 1: Overview and Schedule

A. General Information

The American Rescue Plan Homeless Children and Youth (ARP-HCY) program provided State and local education agencies funds to use for the purposes of identifying homeless children and youth and providing homeless children and youth with wrap-around services considering the challenges of the COVID-19 pandemic and assistance needed to enable homeless children and youth to attend school and participate fully in school activities. These funds may be used by states to address urgent needs of children and youth experiencing homelessness – including academic, social, emotional, and mental health needs. The funds will also be used by states and local educational agencies to increase capacity by hiring staff, dedicating resources, and planning partnerships with community-based organizations, among other strategies.

The New Hampshire Department of Education (NHED) has been managing New Hampshire's portion of this funding, which was a total of \$2,296,237.00. Of this funding, 25% has been set aside for state activities. This includes funding for contracts with community-based organizations well placed within the state to provide much needed outreach and wrap-around services for students experiencing homelessness. In the New Hampshire ARP Homeless State Plan describing planned uses of these funds, NHED identified top priorities to ensure students experiencing homelessness, who were disproportionately impacted by the COVID-19 pandemic, can fully access their education. This RFP is intended to address NHED's priorities to:

1. Provide wraparound services, including academic tutoring and mental health supports.
2. Improve outreach to and identification of students experiencing homelessness, especially in disrupted educational environment.
3. Address the barriers to accessing educational opportunities encountered by students experiencing homelessness, including transportation especially in rural communities, supplies, clothing, and hygiene.
4. Ensure students experiencing homelessness accrue and recover credit, especially in high school.

B. Rationale

This Request for Proposals (RFP) has been issued for the purpose of soliciting proposals from community organizations to support NHED's priorities to meet the needs of students experiencing homelessness around the state. All programs must meet the educational needs of homeless children and youth and the requirements of the McKinney-Vento Homeless Assistance Act, Subtitle VII-B, Education for Homeless Children and Youth.

C. Funding Guidelines

These funds will be made available through a competitive contract application. The NHED will fund applications responding to its four priorities in rank order based on available funds. The NHED will not fund applications that are not of sufficient quality, which may be measured by scoring below 70 points total.

D. Funds Available

Source of funds: 100% funding from the State Set Aside of 25% of the ARP Elementary and Secondary Emergency Relief – Homeless Children and Youth Fund.

Available Amount: The total amount available to fund all contracts under this RFP cannot exceed \$27,486.00.

Size of Contracts: As required by the ARP Education for Homeless Children and Youth, funds will be awarded to Community-based organizations based on the applications for contracts received. The NHED will fund applications responding to its four priorities in rank order based on available funds. The NHED can make budget reductions to an application based on quality, available funds, and ability to address its four priorities.

Grant Period: The performance period of these contracts cannot surpass September 30, 2024, per federal statute and regulation.

E. Schedule

The following table provides a Schedule of Events for this RFP through contract finalization and approval. NHED reserves the right to amend this schedule at its sole and absolute discretion at any time through a published Addendum to this RFP.

EVENT	DATE	LOCAL TIME
RFP Released (Advertisement)	10/27/2023	4:00 PM
Vendor Inquiry Period Ends	11/10/2023	4:00 PM
Final Agency Responses to Inquiries	11/15/2023	4:00 PM
Proposal Due	11/29/2023	4:00 PM
Estimated Notification of Selection	12/20/2023	4:00 PM

F. Vendor Instructions

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

Section 2 – Requirements and Scope of Work

A. Authorized Activities

Each Community Based Organization must use the grant to establish or operate one or more programs and services to address one or more of NHDOE priorities:

1. Provide wraparound services, including academic tutoring and mental health supports.
2. Improve outreach to and identification of students experiencing homelessness, especially in disrupted educational environment.
3. Address the barriers to accessing educational opportunities encountered by students experiencing homelessness, including transportation especially in rural communities, supplies, clothing, and hygiene.
4. Ensure students experiencing homelessness accrue and recover credit, especially in high school.

B. Eligibility

Community-based organizations with existing capacity that are well-positioned to administer these emergency funds to further support New Hampshire students experiencing homelessness are eligible to apply for a ARP Homeless Fund Contract.

The term "*homeless children and youth*" is defined as:

1. *Children and youth who lack a fixed, regular, and adequate nighttime residence, and includes children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels trailer parks, or camping grounds due to lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement.*
2. *Children and youth who have a primary nighttime residence that is a private or public place not designed for or ordinarily used as a regular sleeping accommodation for human beings.*
3. *Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings. Migratory children who qualify as homeless because they are living in circumstances described above.¹*

C. Allowable Activities

1. Provide wraparound services, including academic tutoring and mental health supports.

¹ Definition of homeless children and youth as specified in the McKinney-Vento Act, Subtitle VII-B Education, EHCY.

- this can include mental health supports, trauma informed services, social emotional support, and academic supports.
- 2. Improve outreach to and identification of students experiencing homelessness, especially in disrupted educational environment.
 - i. Supporting community partnerships between homeless services systems and educators and building relationships between schools and community-based organizations.
 - ii. Education and Training for families and youth about their rights and available resources.
- 3. Address the barriers to accessing educational opportunities encountered by students experiencing homelessness, including transportation especially in rural communities, supplies, clothing, and hygiene.
 - i. Providing educational supplies, clothing, hygiene supplies, and other supplies to students in need.
- 4. Ensure students experiencing homelessness accrue and recover credit, especially in high school.
 - i. Providing before and after school tutoring. Providing safe spaces for after school homework and social emotional activities.
 - ii. Educational and social emotional summer programming.

Information about the American Rescue Plan – Education for Children and Youth Experiencing Homelessness

1. New Hampshire ARP Homeless State Plan:
[nh-arp-homeless-plan.pdf](#)
2. Schoolhouse Connection:
[How to Use American Rescue Plan Act K-12 Education Funds to Identify and Support Children and Youth Experiencing Homelessness | SchoolHouse Connection](#)
3. US ED Office of Elementary and Secondary Education:
[American Rescue Plan Elementary and Secondary School Emergency Relief – Homeless Children and Youth \(ARP-HCY\) - Office of Elementary and Secondary Education](#)

Information on Students Experiencing Homelessness

1. Nation Center for Homeless Education
[National Center for Homeless Education National Center for Homeless Education](#)
2. National Association for the Education of Homeless Children and Youth:
[National Association for the Education of Homeless Children and Youth – National Association for the Education of Homeless Children and Youth \(naehcy.org\)](#)
3. New Hampshire Department of Education – Education for Homeless Children and Youth:
[Education for Homeless Children and Youth Program | Department of Education \(nh.gov\)](#)

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 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 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:

Christina Dotson at Christina.L.Dotson@doe.nh.gov or 603-271-7382

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 NHED regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact.

NHED 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.

NHED 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 NHED's discretion. NHED may consolidate and/or paraphrase questions for sufficiency and clarity. NHED 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 P-37, NHED 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 NHED. Official responses by NHED 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 NHED 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 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. RFP Addendum: NHED 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, NHED, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

D. 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 NHED from obtaining the best possible competitive Proposal.

Property of the Agency

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

E. 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 NHED may be grounds for disqualification.

F. 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, RSA 91-A:1 et seq. 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.

G. Electronic Posting of RFP Results and Resulting Contract

At the time of receipt of proposals, NHED 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, NHED will post the ranks or scores of each responding vendor. In the event that the contract does not require Governor & Executive Council approval, NHED 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 Governor & Executive Council 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 Governor & Executive Council for approval will be made accessible to the public online.

H. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit NHED to award a contract. NHED 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.

I. 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.

J. Challenges to Identification of Selected Vendor

Within 5 business days of NHED’s posting of the rank or score on its website, vendors may, in accordance with RSA 21-G:37, request that NHED review its selection process. The request must be in writing and must specify all points on which the vendor believes NHED 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 NHED will not accept nor consider, any substantive information that was not included in the original proposal. NHED will respond to the request within five (5) business days of its receipt.

Section 6: Evaluation of Proposals

A. Criteria for Evaluation and Scoring

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

B. Rubric

Section A: NEEDS ASSESSMENT

0-3 points	4-6 points	7-10 points
<ul style="list-style-type: none"> • Current numbers of children/youth experiencing homelessness not provided. • Does not identify methods/resources used to collect data. • Does not provide description of living situation of children and youth targeted by the proposal. • Fails to provide any data or other indicators of need and educational barriers. • Community services and gaps are not identified. • Numbers and percent of homeless children to be served by project not provided. 	<ul style="list-style-type: none"> • Current numbers of children/youth experiencing homelessness are provided. • Identifies some of the methods/resources used to collect data. • Provides some description of living situation of children and youth targeted by the proposal. • Provides some data or other indicators of need and educational barriers. • Community services and gaps are identified, but no specified. • Provides some information on numbers/percent of homeless children to be served by project. 	<ul style="list-style-type: none"> • Current and projected numbers are provided and based on the number of children and youth served in the 2022-2023 year, trends, and economic outlooks. • Historical data or additional data points included (i.e. Point in Time or survey data). • Provides detailed description of methods/resources used to collect data. • Provides detailed descriptions of living situations and needs of children and youth targeted by the proposal. • Needs and educational barriers are clearly addressed. • Provides plans for ongoing review of needs.

		<ul style="list-style-type: none"> • Community services and gaps are identified in detail. • Numbers and percent of homeless children to be served by project are provided.
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Section B: GOALS AND OBJECTIVES

0-6 points	7-14 points	15-20 points
<ul style="list-style-type: none"> • Goals are not clearly identified or are omitted. • Program objectives not closely related to the program goals or appear vague. • Activities are not identified or connected to objectives, Outcomes not measurable. • Activities are identified; however, outcomes are not measurable. 	<ul style="list-style-type: none"> • Goals are identified. • Program objectives are identified and generally relate to the identified program goals. • Activities are connected to the objectives. • Outcomes are included for each objective and activity but lack specificity of measurement. 	<ul style="list-style-type: none"> • Goals are clearly identified. • Program objectives are clearly defined and related to the program goals. • Activities and measurable outcomes are provided with specific details about the intended service plan and clearly linked to goals/objectives.

Section C: PLAN

0-8 Points	9- 17 Points	18-25 Points
<ul style="list-style-type: none"> • Services and how they address the needs of the population identified are unclear. • How project facilitates success of homeless students is not addressed. • Little to no information provided on how families will be engaged, or unique needs addressed. • Program staffing/ administration details not provided. • Little or no plan to disseminate information about program. • Roles of consortium members not identified. 	<ul style="list-style-type: none"> • Services are listed in general terms with some connections to identified needs from section A. • A general description of how project facilitates success of homeless students is provided. • Some plans for engagement of families are provided and may consider unique needs. • Program staffing is outlined. • Plans to disseminate information about the Consortium members are identified with some mention of roles. 	<ul style="list-style-type: none"> • Detailed descriptions of services and strong connection to identified needs from section A are provided. • How project facilitates the success of homeless students is clearly identified and appropriate. • Plans for family engagement are clearly defined and sensitive to their unique needs. • Program staffing and administration is clearly defined. • Detailed plans are given for dissemination of information about program to families and service providers.

		<ul style="list-style-type: none"> • Consortium members are clearly identified with defined roles and responsibilities.
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Section D: COLLABORATION

0-6 Points	7-14 Points	15-20 Points
<ul style="list-style-type: none"> • There is little or no mention of collaboration services with schools, other federal/state funded programs, and other community-based organizations. • A plan for building communication/collaboration is not included. • Communication between organization and community partners is not identified. 	<ul style="list-style-type: none"> • There is a basic outline of collaborative services with schools, other federal/state funded programs, and other community-based organizations. • Cited collaborations related to community tend to be underdeveloped or short-term. • A plan is provided that outlines how collaboration/communication will be improved. • Communication between organization and community partners is stated in general terms. 	<ul style="list-style-type: none"> • Strong and diversified partnerships with schools, other federal/state funded programs, and other community-based organizations are clearly explained. • Descriptions of collaborations include aspects of the specific services provided to homeless students. • Provides specific detail about the communication systems and frequency is provided. • Provides plans for ongoing collaboration building (continuous improvement).

Section E: DOCUMENTATION and EVALUATION

0-5 points	6-10 points	11-15 points
<ul style="list-style-type: none"> • Data collection to document program outcomes and improvements is not addressed. • Methods of evaluation are missing or incomplete. • Responsibility for documentation and evaluation is not addressed. • A vague plan is provided to evaluate how community partnerships relate to the effectiveness of meeting student needs. 	<ul style="list-style-type: none"> • Data collection is minimally addressed to document program outcomes and improvements. • Evaluation plan includes some methods on how the program will be evaluated in its relationship to goals/ outcomes. • Responsibility for documentation and evaluation is outlined as part of a job description. • A somewhat detailed plan is provided to evaluate how community partnerships 	<ul style="list-style-type: none"> • There is a comprehensive data collection plan to document program outcomes and improvements. • Specific methods of relating the success of program services to academic access and success of identified students are described. • Documentation and evaluation responsibilities are clearly assigned to an individual. • A clear plan is provided to evaluate how community

	relate to the effectiveness of meeting student needs.	partnerships relate to the effectiveness of meeting student needs.
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Section F: BUDGET NARRATIVE

0-3 Points	4-6 Points	7-10 Points
<ul style="list-style-type: none"> • Little to no Budget narrative • No connection with the project 	<ul style="list-style-type: none"> • Budget narrative isn't clear and does not address the project activities • Some connection to the project 	<ul style="list-style-type: none"> • Budget narrative is complete and clear. • Describes how the budget will support the project objectives.

Section G: TOTAL POINTS

Needs Assessment (10 Points)	
Goals and Objective (20 points)	
Implementation Plan (25 Points)	
Collaboration (20 Points)	
Documentation and Evaluation (15 Points)	
Budget Narrative (10 Points)	
Total (100 Points)	

NHED 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 NHED, will be used to refine and finalize scores.

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

C. Planned Evaluations Steps

NHED plans to use the following process:

- **Step 1:** Initial screening to ensure that the Proposals are in compliance with submission requirements - NHED will conduct an initial screening to verify vendor compliance with the proposal submission requirements set forth in Sections 4 and 7. NHED 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.
- **Step 2:** Preliminary evaluation of the Technical Proposals - NHED will establish an evaluation team to review for compliance of the minimum requirements as set forth in Section 2. This evaluation team will then review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6.

Should a vendor fail to achieve 65 Points in the preliminary technical scoring, it will receive no further consideration from the evaluation team and the vendor's price proposal will be returned unopened. Price proposals will not be reviewed by the evaluation team during the preliminary technical review.

- **Final Selection:** Select the highest scoring vendor(s) and begin contract execution.

D. No Best and Final Offer

The Proposal should be submitted initially on the most favorable terms which the vendor can offer. There will be no best and final offer procedure.

E. Rights of the Agency in Accepting and Evaluating Proposals

NHED 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 NHED'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 NHED 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, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received no later than October 27, 2023.

The Price proposal must be labeled clearly and submitted separately from the technical proposal. Unless waived as a non-material deviation in accordance with Section 6, late submissions will not be accepted and will be returned to the vendors unopened. Delivery of the Proposals shall be at the vendor's expense. The time of receipt shall be considered when a Proposal has been officially documented by NHED, in accordance with its established policies, as having been received at the location designated below. NHED accepts no responsibility for damaged, mislabeled, or undeliverable mailed or emailed proposals. Any damage that may occur due to shipping shall be the vendor's responsibility.

Proposals must include one electronic copy of the Proposal with all Confidential Information fully redacted, as provided for in Section 5H of this RFP.

Proposals must be delivered electronically via e-mail. See details below.

Please send emails to Christina Dotson, Christina.I.Dotson@doe.nh.gov. The *subject line must include*: “RESPONSE TO RFP: RFP-NHED-Bureau of Instructional Support-ARP-HCY.”

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 - Application

**New Hampshire Department of Education
Education for Homeless Children and Youth (EHCY)
American Rescue Plan - Education for Homeless Children and Youth (EHCY)
Request For Proposals – Community Based Organizations**

Application Cover Page

Community Organization Name: _____

Contact Name + Title: _____

Address: _____

Phone Number: _____

Email Address: _____

ARP – EHCY Funds Requested: \$ _____

Agreement:

I hereby certify that the information contained in this application is, to the best of my knowledge, correct, and that the organization named above has authorized me as its representative to obligate this agency. I further certify that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, and assurances. It is understood by applicant that this application constitutes an offer and, if accepted by Agency or renegotiated to acceptance, will form a binding agreement.

Printed Name: _____ Signed Name: _____

Date: _____

Project Overview

Name/Title of Project: _____

Project Location: _____

Requested ARP-EHCY Funds \$ _____

Project Period: Beginning Date: _____ End Date: _____

Project Term:

____: Regular Academic Year

____: Summer

____: Other (Please Explain)

Abstract

Abstract
<p>Provide a brief overview of the proposed project. A reviewer must be able to gain a clear picture of the project from reading the abstract and gain an understanding of how the various parts of the proposal fit together. It should answer the question: What would a visitor see if he/she came to your project? A clear description should be provided of the population to be served including age range of children, an estimate of the number of participants to be served, the program/service approach, the program setting(s), schedules, and staffing. Abstract may not exceed one page (single spaced, 12pt font).</p>
<p>(This box will expand as you enter text)</p>

A. NEEDS ASSESSMENT. (10 Points Total)

1. Demographic and Socio-Economic Data (provide answer to all of the below categories)	
Children and Youth Demographics	
Number of Homeless Children and Youth Served (2022-2023 academic school year)	
Number of Homeless Unaccompanied Youth Served (2022-2023 academic school year)	
Number of Homeless out of school youth/dropped out/ or disengaged with services (estimate if unknown)	
# Children & Youth <i>At-Risk</i> of Homelessness served (estimate)	

2. Identification Methods

Description of what methods and resources were used to identify above information. Indicate if numbers reflect a point-in-time count, survey, collaboration with community resources, and/or total number of students served to date during the 2023-2024 school year. How were estimates (if used) of disengaged, ‘at-risk’ and/or homeless out of school youth determined?

(This box will expand as you enter text)

3. Describe the temporary living situations of the McKinney-Vento eligible children, youth, and their families. Include categories (doubled-up, motel, etc.)? Include the temporary living situations of ‘at-risk’ children and youth including homeless unaccompanied youth who are disengaged, dropped out or not attending school.

(This box will expand as you enter text)

4. Describe the educational barriers identified by your organization facing students to be served. Include barriers specific to pre-school aged, homeless unaccompanied youth, and out of school homeless youth (disengaged, non-attending, or have dropped out).

(This box will expand as you enter text)

5. Provide an overview of current community services for homeless children, youth and their families, and gaps in needed services. Identify collaboration efforts/activities with schools and include the special populations mentioned in item #4 above.

(This box will expand as you enter text)

6. Numbers to be served

Total number of homeless children and youth to be served in this project: _____

B. GOALS AND OBJECTIVES (20 Points Total)

1. Goal(s) Statements for your project

Identify the specific goal(s) of the project.

(This box will expand as you enter text)

2. Objectives

Identify the objectives connected to each goal identified above. Each goal should have 1-3 objectives. Note: each objective, must have activities and measurable outcomes that will be identified in #3

(This box will expand as you enter text)

3. Activities & Measurable Outcomes

Identify the activities and measurable outcomes for each objective (list by number) identified above. Insert additional rows as needed. (Examples of allowable activities are provided in Appendix C)

Objective #	Activity	Measurable Outcomes (quantifiable)

C. THE PLAN (25 Points Total)

1. Services Overview

Provide a detailed description of the services to be provided and a timeline for implementation. Explain how these services address the unmet needs of homeless children and youth in the community as identified in the statement of demonstrated need. If multiple services, describe each separately.

(This box will expand as you enter text)

2. Impact

Describe how the proposed project facilitates the identification, outreach, and provision of services to positively impact the educational success of children and youth who are homeless. Include how the unique needs of families and homeless youth on their own will be considered to actively engage parents/guardians and youth in the education process.

(This box will expand as you enter text)

3. Staffing

Describe how the program will be staffed and administered. Include the collaboration schools within your community.

(This box will expand as you enter text)

4. Disseminate Information

Describe how staff will disseminate information about the program to homeless families, homeless youth, school personnel, other service providers, and community members.

(This box will expand as you enter text)

D. COLLABORATION (20 Points Total)

1. Community

Explain in detail how the various community collaborations (existing or planned) connect with your program and collectively meet the needs of program participants. Potential community partners may include but are not limited to: post-secondary schools, Juvenile Justice, local housing agencies, transitional foster care homes, runaway youth shelters, youth & teen centers, healthcare providers, and other community-based organizations that address the educational, health, and social needs of homeless students and families etc.

(This box will expand as you enter text)

2. Communication

Describe how communication will be developed, maintained, and documented among all partners over the course of the program. (e.g. website, community forums, newspapers, posters, trainings, special events)

This box will expand as you enter text)

E. DOCUMENTATION & EVALUATION (15 Points Total)

1. Evaluation process

Describe the process (including specific data & method of collection) that will be used to evaluate the success of the project, and to generate information to make changes for program improvement: Success of project must be directly connected identified goals, objectives, activities, and measurable outcomes.

(This box will expand as you enter text)

2. Responsibility

Who will be responsible for the documentation and evaluation of the proposed project?

(This box will expand as you enter text)

3. Collaboration Effectiveness

Describe how the relationship of the organization and schools within the community relates to the overall effectiveness of meeting student needs as described in the needs assessment.

(This box will expand as you enter text)

F. DETAILED BUDGET NARRATIVE (10 Points Total)

Note: A revised narrative and detailed budget will be required if there are adjustments to grant awards.

1. Provide a budget narrative for requested ARP- EHCY funds. Include the breakdown of funds in two timelines - between beginning of contract to June 30, 2023 and July 1, 2023 – Sept 30, 2024

(This box will expand as you enter text)

SECTION 9 – Additional Documents Required at Time of Contract Signing

Certificate of Authority - Granting the person signing the contract documents the authority to do so. The person signing the contract cannot be the same person signing the Certificate of Authority. Please note, if the Certificate of Authority makes mention of the company By-laws, a copy of the By-laws will also need to be provided.

Certificate of Insurance - See Section 14. and 15. of the General Provisions, P-37 (Appendix A), for the necessary coverage. Please note, the Department of Education will need to be the “Certificate Holder”.

Certificate of Good Standing – Issued by the Secretary of State of New Hampshire.

Unique Entity Identification Number (UEI#) - The Unique Entity ID (UEI#) is a 12-character alphanumeric ID assigned to an entity (business or individual) by SAM.gov. On April 4, 2022, the unique entity identifier used across the Federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). All entities, business or individuals who receive Federal Funds through a contract must have a UEI#. To obtain a UEI# go to the [SAM.GOV](https://sam.gov) website and click on ‘Get Started’.

APPENDIX A

Standard Terms and Conditions of the State of New Hampshire (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		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	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	
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: _____ 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.