



New Hampshire

# Department of Education

**STATE OF NEW  
HAMPSHIRE  
DEPARTMENT OF  
EDUCATION**

## **REQUEST FOR PROPOSALS (RFP)**

**Language Assistance Services**

**Request for Proposals (RFP)**

### **RFP 2025- NHED-English Language Learners-01**

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.

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## **SECTION 1 – Overview and Schedule**

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

The New Hampshire Department of Education (NHED) is seeking proposals from qualified vendors to perform translation, interpretation, and transcription services on an “as-needed” basis. It is anticipated that services will be provided under contracted service arrangements, upon Governor and Council approval through June 30, 2027, with the option to renew for up to one (1) additional one-year term, if services are determined to be satisfactory and after submission and acceptance of a summary of activities completed during the previous year. The goal of this Request for Proposal (RFP) is to eliminate or reduce—to the maximum extent practical—limited English proficiency as a barrier to accessing existing NHED resources, services and programs as required under Title VI of the Civil Rights Act of 1964 (Title VI) and the Equal Educational Opportunities Act of 1974 (EEOA).

### **B. Schedule**

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 posted on the same web site that contains this RFP. The Agency will not attempt to contact bidders regarding the posting of schedule changes. It is the responsibility of each bidder to visit the RFP web site regularly to obtain any alterations.

<b>EVENT</b>	<b>DATE</b>	<b>LOCAL TIME</b>
RFP Released to Proposers (Advertisement)	8/30/24	
Proposer Inquiry Period Ends	9/27/24	4:00 pm
Final Agency Responses to Proposer Inquiries	10/06/24	4:00 pm
Proposers Submit Proposals	10/18/24	4:00 pm
Estimated Notification of Selection and Begin Contract Negotiations	11/1/24	

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

The New Hampshire Department of Education (NHED) is a state agency that serves students and families with diverse cultural and linguistic backgrounds. In addition to English, Spanish, Portuguese, Arabic, Swahili and Nepali are the most commonly spoken languages in the state. While the majority of requests will be placed for the language groups most commonly spoken, there may be an additional need for language assistance across any languages spoken throughout the state. For a complete list, contact the NHED. In our commitment to provide limited English proficient (LEP) individuals with meaningful access to all NHED resources, services and programs, the agency is seeking proposals from qualified and experienced vendors in providing translation, interpretation, translated

transcription and voice-over interpretation of a wide range of world languages to individuals and groups.

Vendors may be expected to provide these services for all or select languages. General language assistance services are needed in the following five categories:

- Document Translation
- Interpretation (in-person and remote on-demand)
- Oral Translation
- Translated Transcription
- Voice-Over Interpretation

**Document Translation** is defined as expressing written words from a source language into written words of a target language, retaining the original message. Translation from a video or audio file may also be required.

**Interpretation** is defined as the facilitating of oral or sign-language communication, either simultaneously or consecutively, between users of different languages. The interpreter's function is to convey every semantic element and intention of the message from the source-language speaker to target-language recipients.

**Oral Translation** is defined as a verbal translation of a written medium from source-language to target language.

**Translated Transcription** is defined as the act of making a written, printed or typed copy of the words that have been spoken and translating from source-language to target-language.

**Voice-Over Interpretation** is defined as the act of orally interpreting and recording a piece of narration from an audio or video file from source-language to target-language.

In the past two years, the NHED has requested translation of program flyers, program applications, parent surveys and agency policies. Each request typically requires translation into the most commonly spoken top three languages (i.e., Spanish, Portuguese & Arabic respectively).

## **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 – Requirements and Scope of Work**

### **A. Minimum Requirements (Absolute Priorities)**

**Absolute Priority #1:** Provide language assistance services as needed

The purpose of this RFP is to select one or more qualified language assistance service vendors to provide NHED language assistance services with the goal of providing communication access to the state's students and families with limited English proficiency on an "as-needed" basis.

The following describes the scope of services and performance standards that selected vendors will be expected to meet.

- a) Flexible hours are required, depending on the request. In addition to providing service during normal business hours, some evening and weekend assignments may be required. Proposals should include a stated commitment to meeting on-demand requests.
- b) Services may be required anywhere within the State of New Hampshire. Proposals should indicate how the service provider will meet this expectation.
- c) All service providers hired by the vendor must be trained and certified according to professional and ethical standards and must be experienced in working with public officials, public organizations, program staff and students and families from a variety of cultures and backgrounds. Proposals should include a description of the in-house training and/or professional standards required of employees.
- d) Vendor must require criminal background checks of all service providers (i.e., regular employees of the vendor) and any subcontractors. Proposals should include a description of the internal process for meeting this standard.
- e) Vendor should have in place an online platform to simplify scheduling and billing of services. Proposals should include a link to the online platform, along with any other related information.
- f) Vendor must provide scheduling, notification, billing and other administrative services through a central contact. Name, email and business phone number of this contact shall be provided in the proposal.
- g) Vendor must have a process (e.g., the ability to share documents to be translated via a secure platform separate from email) to protect personally identifying information as needed.
- h) Translation/interpretation minimums per language must be clearly stated.

**Absolute Priority #2:** Provide document translation services as needed (including Translated Transcription)

- a) Vendor must provide high quality translation of a variety of education related documents for a wide range of audiences and world languages, including those most commonly spoken in the state. Proposals should include a summary of the types of educational documents and languages the vendor has experience in translating.
- b) Vendor must have the capacity to meet deadlines with less than 24 hours' notice. Proposals should indicate how the service provider will meet this expectation.
- c) Vendor must have the ability to access multiple document management platforms to provide exact duplicates of documents into target-language. Proposals may include any

related descriptions and must disclose any subcontractors that may be used to meet these requirements.

**Absolute Priority #3:** Provide oral translation services as needed

- a) The Vendor must have capability for individuals to call in with a code that designates funding source and share a link to a document that the individual needs orally translated. Proposals should include a description of the technological capacity available to meet this requirement and must disclose any subcontractors that may be used to meet these requirements.

**Absolute Priority #4:** Provide interpretation services as needed (including voice over interpretation)

- a) A full menu of interpretation services must be provided. Proposals should include a description of the scope of language assistance services available and a summary of prior proven performance.
- b) Vendor must provide accurate, high-quality interpreters in a wide range of world languages, including those most commonly spoken in the state. Proposals should indicate how the service providers will meet this expectation.
- c) The Vendor must have flexibility to provide in-person or on-demand video and/or three-way audio calls. Proposals should include a description of the technological capacity available to meet this requirement.
- d) Vendor must have the ability to access multiple media platforms to convert and relay both audio and video files. Proposals should include a description of the technological capacity available to meet this requirement and must disclose any subcontractors that may be used to meet these requirements.

**Competitive Preference Priority #1:** Cost Summary

Because of the scope of this project, we believe it should be possible for different proposers to arrive at vastly differing estimates of resources required. It is anticipated that this shall allow the proposers to explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the qualifications and the description of what the State shall receive in exchange for this amount. The applicant must submit a detailed proposed budget identifying expenditures for all of the outlined components of the absolute priority.

**B. Vendor Deliverables**

The vendor shall be responsible for all tasks and deliverables required to complete the project as described in the Scope of Work. It is anticipated that this shall include but not be limited to:

- Providing one person who will serve as the contact person for NHED questions, quotes, and invoices.

- Communicating and meeting with NHED staff via teleconference throughout the contractual period.

### **C. New Hampshire Department of Education's Deliverables**

The specific responsibilities of the NHED are as stated below:

- Provide a contact person to work with the vendor to ensure quality control,
- Review and approve timeframes and work plans, and
- Provide available information to assist the contractor.

## **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:

**Eleanor Riel, [eleanor.m.riel@doe.nh.gov](mailto:eleanor.m.riel@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.

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.

### **D. 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.

### **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 NHED 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 NHED and will not be returned to the vendor. Upon contract award, NHED 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 NHED 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, 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.

## **I. 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.

## **J. 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.

## **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 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 on the next page.

**SCORING FOR REVIEW**

<b>Scoring Rubric</b>					
	20 points	15 points	10 points	5 points	Points Awarded
<b>Absolute Priority #1</b> <i>Language Assistance as Needed</i>	Proposal addresses all required elements of the priority. Alignment to priority is clear and strongly evident throughout project proposal. Costs and timelines are competitive.	Proposal addresses the vast majority of the elements of the priority. Alignment to priority is evident throughout project proposal. Costs and timelines are reasonable.	Proposal addresses half of the elements of the priority. Alignment to priority is mostly evident throughout project proposal. Costs and timelines are acceptable.	Proposal addresses few of the elements of the priority. Alignment to priority is somewhat evident throughout project proposal. Costs and timelines are unreasonable.	
<b>Absolute Priority #2</b> <i>Document Translation as Needed</i>	20 points	15 points	10 points	5 points	Points Awarded
	Proposal addresses all required elements of the priority.	Proposal addresses the vast majority of the elements of the priority.	Proposal addresses half of the elements of the priority.	Proposal addresses few, if any, of the elements of the priority.	
<b>Absolute Priority #3</b> <i>Oral Translation as Needed</i>	20 points	15 points	10 points	5 points	Points Awarded
	Proposal addresses all required elements of the priority.	Proposal addresses the vast majority of the elements of the priority.	Proposal addresses half of the elements of the priority.	Proposal addresses few, if any, of the elements of the priority.	

<b>Absolute Priority #4</b> <i>Interpretation Services as Needed</i>	20 points	15 points	10 points	5 points	Points Awarded
	Proposal addresses all required elements of the priority.	Proposal addresses the vast majority of the elements of the priority.	Proposal addresses half of the elements of the priority.	Proposal addresses few, if any, of the elements of the priority.	
<b>Competitive Priority #1</b> <i>Cost Summary</i>	20 points	10 points	5 points	0 points	Points Awarded
	Cost summary narrative is logical, easy to understand, and aligns with needs. Budget is fair, reasonable, and complete.	Cost summary narrative describes needs. Budget is complete.	Cost summary narrative is illogical and/or does not align with needs. Budget lacks detail.	Cost summary narrative lacks description and/or is not aligned to needs. Budget is incomplete and/or unreasonable.	
<b>Total Points Awarded Out of 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**

NHED plans to use the following process:

- Step 1. Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Step 2. Preliminary evaluation of the Technical Proposals; and
- Final Selection: Select the highest scoring vendor(s) and begin contract execution.

### **Step 1: Initial Screening**

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 Technical Scoring of 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 75 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.

### **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.

## **C. 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 the Proposal Due Date specified in the Schedule of Events, herein.

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.

Electronic Proposals must be addressed to:

**TO:** eleanor.m.riel@doe.nh.gov

**CC:** Janna.M.Jobel@doe.nh.gov

*Subject line must include:* RESPONSE TO RFP: RFP 2024-NHED-English Language Learners-01

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 shall follow the below format and provide the required information set forth below:

The proposal shall be prepared in 12-point Arial font with double-spaced text. Charts and graphs may be single spaced. 1” side, top, and bottom margins must be used. Proposal must include a footer at the bottom of each page with page number. Each required component of the proposal must be labeled. Required forms that are to be included in the body of the proposal are not subject to page limitations.

Two copies of the Proposers proposal should be attached to the email, one that is unredacted and one with redacted information. Indicate in the Comments section of the Cover Page if the accompanying proposal is redacted or unredacted.

- Each page of the unredacted proposal and all attachments shall be identified with the name of the Proposer.
- The redacted version should be submitted in two (2) sections and labeled to indicate it is redacted/unredacted.
  - The first section shall remove all Vendor identifying information (REDACTED) and will be used by the evaluation committee for reviewing technical quality. The REDACTED section shall include Part I, Part II, and Part III.
  - The second section shall remain UNREDACTED and retain identifying Vendor information. This section shall include Part IV, Part V, Part VI, and Part VII.

Naming conventions whereas “VendorName” is the hypothetical Vendor:

All Parts I – VII name as **VendorName \_Unredact\_ RFP 2025-NHED- NHED-English Language Learners-01**



Parts I – III name as **VendorName\_EVAL\_Redact\_RFP 2025-NHED- NHED-English Language Learners-01**

Parts IV – VII name as **VendorName\_Sec.2\_RFP 2025-NHED- NHED-English Language Learners-01**

Complete proposals shall consist of Parts I - VII including the Cover Page, Part I (Appendix B). The 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 proposer on similar projects should be included in Part VII.

Proposals shall be organized in the following order, with each section clearly indexed into one PDF (unredacted version) and two (2) PDFs with two (2) sections for the redacted version.

### **Part I - Cover Page**

Please use Appendix B as your cover page. Be sure to sign and date the page.

### **Part II - Executive Summary**

The Proposer 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.

### **Part III - Proposal Response to Scope of Services and Requirements**

The Proposer must provide a description of services and capabilities as outlined in the “Scope of Services and Requirements” section of this RFP. The proposal must address the four absolute priorities; competitive priority responses are highly recommended. The proposal shall be clear, concise, and not overly lengthy. Make clear any exceptions taken to the specifications outlined in this RFP. If the Proposer does not have a response to a requirement, the Proposer shall state, “unable to perform.”

### **Part IV - Summary of Experience and Past Successes**

This section shall contain a summary of the Proposer’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.

### **Part V - Cost Summary**

The Proposer shall provide information on any costs that The New Hampshire Department of Education may incur for “as needed” services. Proposals must include the Proposer’s pricing structure and any related policies. The Proposer must specify all costs (i.e., administrative fees, processing fees, rush fees, etc.) associated with providing the services herein. The Proposer must provide a complete fee and cost detail supporting all elements of the Proposal.

To be considered, proposers must submit a proposal that includes a budget narrative that addresses all costs for services, expenses, and products specified in the solicitation.

### **Part VI - References**

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

### **Part VII - Additional Required or Supporting Documents**

Consider making available examples of statewide evaluation and training materials and resources through online shared folder(s). Provide the link in this section and indicate content included in the link. Examples may include logic models, training materials, pre-recorded presentations, other resources, etc. Be sure the link is set for sharing.

## **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’

**FORM NUMBER P-37 (version  
2/23/2023)**

<p><u>Notice:</u> 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.</p>
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**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	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  Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  Date:		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: _____			

Contractor Initials \_\_\_\_\_  
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.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

**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.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

**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.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_



New Hampshire

# Department of Education

<b>RFP Number:</b>		<b>Bureau:</b>	
<b>Applicant (Organization) Name:</b>			
<b>Applicant Contact</b>	<b>Address</b>	<b>Phone Number</b>	<b>Email Address</b>
<b>Summary of Attachments</b>			
<b>Attachment</b>			<b>Number of Pages</b>
<b>Total Number of Pages in this Packet Including Coversheet:</b>			
<b>Comments:</b>			
<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>			

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

**NHED Official Use Only**

**Received Date** \_\_\_\_\_

- Complete, received by NHED by required Deadline: accepted
- Not received by NHED by required Deadline: rejected
- Incomplete: returned to applicant
- Other \_\_\_\_\_

**First Reviewer** \_\_\_\_\_

**Second Reviewer** \_\_\_\_\_

**Comments:**

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_