

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY**

REQUEST FOR PROPOSAL (RFP)

**CONSULTING SERVICES FOR ECONOMIC ANALYSIS OF
THE “CLIFF EFFECT”**

RFP NHES 2020-01

Section 1 – Overview and Schedule

A. Executive Summary

New Hampshire is experiencing historically low unemployment, having been below 3% unemployment for over three calendar years and most recently being at or below 2.5% unemployment for the last six months.

The demand for qualified individuals in the workforce continues to outpace supply. In April and May of 2019, there were over 18,000 online job postings for positions in New Hampshire. Over 2,400 postings were in the Health Care industry; 1,300 were in computer and mathematical related fields; and nearly 2,300 were in sales related occupations. This data underscores the quantity and diversity of employment opportunities currently available.

In the Spring of 2019, the Governor of New Hampshire, Christopher Sununu and the Department of Health and Human Services (DHHS) issued a white paper on the Cliff Effect, <https://www.dhhs.nh.gov/ocom/solving-benefits-cliff-effect.htm>.

The cliff effect is the term that describes what happens when individuals or families who receive public benefits see a reduction or loss of public benefits due to new or increased income and the increased income does not fully compensate for the loss of those public benefits. In other words, a family with increased employment opportunities may find that wages and benefits alone do not make up for the loss of public benefits and the family is left in a worse financial situation, despite the increased opportunities. The family may find themselves at risk of losing housing, health benefits, child care, and resources to pay for food and/or other essentials. This scenario creates a disincentive for individual and family mobility, while exacerbating workforce shortages.

B. Overview

New Hampshire Department of Employment Security (“NHES” or “Agency”) is seeking proposals from experienced researchers, or qualified consulting firms, with proven experience, resources, and professional expertise to conduct an analysis, inclusive of economic impact, demographic forecast, and policy considerations that inform the “cliff effect” as described in the white paper.

The project will entail research that reports out a comprehensive and cohesive picture of the impact the “cliff effect” has on the state of New Hampshire. The analysis, reports, and products of this engagement will be used to assist the State to inform policymaking to better support families, children, and employers. The selected vendor is expected to provide presentations to recap the project, analysis, and report as requested by the Department.

The analysis resulting from this Request for Proposal (RFP) is intended to assist the State in fully understanding wage and benefit dynamics; identify governmental policy changes with maximum potential impact for families and employers; and identify changes for impactful economic and labor force growth for all areas of the State of New Hampshire. The selected vendor will be required to conduct an analysis of New Hampshire as a whole, as well as community-by-community, to identify the needs unique to each community to assist the State to develop an action plan to solve the benefits cliff at both the State and local level.

New Hampshire envisions our approach to solving the cliff effect by pursuing a “Whole Families Approach to Jobs” in which families prosper and children thrive. Financial stability, along with safe and healthy homes, help both parents and children reach their full potential and ensures that families are able to mitigate life’s challenges and build economic and social resiliency. With this in mind, our intention is to create a set of strategic supports and incentives that will provide families with a bridge, rather than a cliff, to upward mobility.

To accomplish our vision, New Hampshire intends to look across three key elements of a Whole Families approach:

1. Benefits and Cliffs – i.e., Healthcare, childcare, housing, cash and food assistance, and transportation.
2. Business and Employment Climate – i.e., business environment, workforce needs, labor market, and employment benefits.
3. Social Vulnerability – the ability for a community to respond to hazardous events, whether a natural disaster or a human-made event. A number of factors, including poverty, lack of access to transportation, and crowded housing may weaken a community’s ability to prevent human suffering and financial loss in the event of disaster.

The selected vendor will be able to assist New Hampshire by collecting and analyzing data, as referenced above, to answer the following questions:

- A. What are the specific benefits cliffs in New Hampshire, in the entire state and community-by-community, and how can we create off ramps to these cliffs?
- B. How does the cliff effect hamper family mobility?
- C. What fiscal impacts does the cliff effect have on the shortage of eligible workers in the state and what is the impact for businesses, communities, and State revenue?
- D. How does the cliff effect impact different populations and communities, such as families with young children or those living in rural areas?
- E. What populations are in deepest need of a rapid benefits cliff solution and why?
- F. If certain policies were selected to apply towards closing the cliff effect, how would they best be prioritized and implemented and why?

Experienced researchers or qualified consulting firms will:

- 1) Within ten business days of contract award, hold an initial “kick off” meeting with NHES and DHHS that will demonstrate how they will approach and manage project efforts.
- 2) Included as part of the kick off meeting, the selected contractor will present a project plan that will:
 - a. Outline how the contractor will conduct research and gather and analyze both qualitative and quantitative data to provide an analysis of the dynamics and convergence of the benefits cliff, employment market, and social vulnerability across New Hampshire.
 - b. Perform the required work within the proposed timeline.
 - c. Communicate with NHES, DHHS, and others during and at completion of project efforts, including:
 - i. Ongoing summaries of project activities
 - ii. Periodic updates of project findings
 - iii. Final presentation and recap of project activities, analysis, and reports so that the State can inform policymakers.

C. Other Information

NHES’s Economic and Labor Market Information (ELMI) Bureau, in partnership with technical experts from the Department of Health and Human Services (“DHHS”), Division of Economic and Housing Stability, will collaborate with the selected entity to better understand the wage and benefits dynamics on a statewide level, as well as the unique challenges within each region.

- NHES will provide labor market information, statewide and regionally, such as: unemployment, workforce vacancies, business environment, and employment supports

needed for movement towards high demand professions. NHES will provide a lead data steward to partner with the selected vendor.

- DHHS will provide information regarding public benefits individuals and families receive, statewide and regionally, for SNAP, TANF, Child Care, Medicaid, Housing subsidies, Social Vulnerability Index, and other available data that may be necessary to assist with the analysis. DHHS will provide a lead data steward to partner with the selected vendor.
- The selected vendor will be responsible to analyze NH’s data regarding benefit thresholds, economic data, and how other states have solved the cliff effect, including public and private solutions.

This analysis will then help to build the foundation from which informed policy recommendations can be developed in order to mitigate and possibly eliminate disincentives and barriers to employment. As outlined in the Scope, the selected vendor will assist New Hampshire to answer policy questions related to the Cliff Effect.

D. 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 at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFP Released to Proposers (Advertisement)	08/19/2019	
Proposer Inquiry Period Ends	09/03/2019	4:00 PM
Final Agency Responses to Proposer Inquiries	09/11/2019	4:00 PM
Proposers Submit Proposals	09/20/2019	2:30 PM
Estimate Timeframe for Proposer Oral Presentations and Interviews (if applicable)	N/A	TBD
Estimated Notification of Selection and Begin Contract Negotiations	09/25/2019	

RFP and related materials will be posted to the following websites:

<http://www.nhes.nh.gov/media/requests-for-bids.htm>

https://das.nh.gov/purchasing/bids_posteddate.asp?sort=PostedDate%20DESC

Section 2 - Description of Agency/Program Issuing the Request for Proposals

NHES is the State of New Hampshire’s workforce agency administering employment programs that assist individuals in finding and gaining employment; administers the unemployment compensation program; and collects the contributions from employers funding those benefits. ELMI is a bureau within NHES responsible for developing and disseminating labor market

information and measures labor market outcomes to assist public officials, private employers, educators and trainers, and the public in making decisions that promote economic opportunity and the efficient use of State labor resources. ELMI is the resource for employment statistics, demographics, and economic and labor market information in New Hampshire, including the Unemployment Rate.

ELMI shall provide support as needed in conducting this analysis by providing information related to the business climate, high demand industries and occupations, current wage and employment information, community profiles, as well as industry and occupational projections. ELMI shall serve as the primary resource for all labor market information deemed necessary for conducting this analysis and developing policy recommendations.

DHHS will provide support and assistance regarding both program eligibility and program benefits for the Supplemental Nutritional Assistance Program (SNAP), the Temporary Assistance for Needy Families (TANF) program, child care, housing, transportation, Medicaid, information related to social vulnerability, and other programs identified that is deemed necessary for conducting this analysis and developing policy recommendations.

NHES is seeking to enter into a six (6) month contract for this consulting service. The contract resulting from this RFP will be effective upon Governor and Executive Council approval, through June 30, 2020. No confidential individual/family identifiable information will be shared with the vendor by the State in conducting the analysis.

Section 3 – Proposed Scope of Work

The selected entity will provide direction and coordination of this analysis and then, by examining governmental support programs involving food, childcare, health insurance, financial assistance, housing, and other economic related supportive services, identify benefit cliffs and make recommendations as to policy proposals. The analysis shall include a statewide as well as a regional analysis (which may include specific urban communities, specific rural communities, or a specific regional configuration (i.e.: areas that have high summer or winter employment)), and a community-by-community analysis, which shall identify the unique needs to each community. The analyses shall also identify recommendations to solve the benefits cliff at the state, local, and possibly federal level.

In addition to the questions that New Hampshire intends to answer, as outlined in the Overview, the selected entity will work with the State to also consider the following questions:

1. What tools do parents and state/community workers need to understand how the cliff effect influences workers' aspirations and decisions for families?

2. How can we combine family economic goals and work ambitions with the worker shortage in an intentional, targeted manner?
3. How can business and government together reduce our worker shortage?
4. How should government, business, philanthropy, and local communities come together to create rapid, responsive, and easily accessible supports so children have safe, stable, and nurturing environments in which to thrive, while their parents work?
5. How can we remove government barriers to sustainable employment and family resiliency?

Proposals should be simple and straightforward and provide a concise description of the consultant’s ability to meet the requirements of the RFP. Any additional information that the consultant would like to submit should be included in a separate section titled “Supplemental Information.”

The Consultant’s work schedule will begin immediately upon contract award and is expected to continue until NHES approves the acceptance of a complete project. A proposed work schedule for the process should be submitted as part of the proposal. Our projected timeline for completion of the project is six months from contract award, with a preliminary plan due at the completion of the fourth month.

Section 4 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by NHES no later than the time and date specified in the Schedule section, herein. Proposals must be submitted by U.S. Mail, Delivery Service, or In-Person. Proposals must be addressed to:

**State of New Hampshire
Department of Employment Security
c/o Jill Revels, Business Administrator
Fiscal Management Section
45 South Fruit Street
Concord, NH 03301-4857**

Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
RESPONSE TO RFP NHES 2019-XX
CONSULTING SERVICES FOR ECONOMIC ANALYSIS OF
THE “CLIFF EFFECT”**

Unless waived as a non-material deviation in accordance with Section 6B, late submissions will not be accepted and will be returned to the proposers unopened. Delivery of the Proposals shall be at the Proposer's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated above. The Agency accepts no responsibility for mislabeled mail or mail that is not delivered or undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Proposer's responsibility.

All Proposals submitted in response to this RFP must consist of at least:

One (1) original and three (3) clearly identified copies of the Proposal, including all required attachments, as well as one (1) electronic version.

Proposers 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 proposal.

B. Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Points of Contact:

TO: RFP@nhes.nh.gov
CC: Jill.D.Revels@nhes.nh.gov
Megan.A.Yaple@nhes.nh.gov

Inquiries must be received by the Agency's RFP Points of Contact no later than the conclusion of the Proposer Inquiry Period (see Schedule of Events section, herein). Inquiries received later than the conclusion of the Proposer Inquiry Period shall not be considered properly submitted and may not be considered.

The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule section, herein; however, this date is subject to change at the Agency's discretion. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. The Agency may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above. Vendors shall be responsible for reviewing the most updated information related to this RFP

before submitting a proposal. RFP and related materials will be posted to the following websites:

<http://www.nhes.nh.gov/media/requests-for-bids.htm>

https://das.nh.gov/purchasing/bids_posteddte.asp?sort=PostedDate%20DESC

C. Restriction of Contact with Agency Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with NHES and/or DHHS regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. 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 Points of Contact. Proposers may be disqualified for violating this restriction on communications.

D. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

Section 5 - Content and Requirements for a Proposal

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

A. Cover Letter

The Proposer must prepare a cover letter printed on the Proposer's business letterhead to accompany its proposal and include or attach the required information that follows. The letter must be signed by an individual who is authorized to bind the organization to all statements, including services and prices, delineated in the proposal. The cover letter must also state who the proposed prime contractor is, identify any subcontractors, and provide the Proposer's point of contact. The following information must be included in the cover letter: the Proposer's business name, address, telephone/fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required to be provided before finalizing a contract. Information requested at Subpart B, C, D, E and F must be provided in the Proposal.

B. Proposer's Representative

Provide the name, title, address, telephone number, and e-mail address of the individual who will act as the Proposer's designated representative for purposes of this RFP.

C. Business Description

Provide a short narrative description of the Proposer's organization and the nature of the work performed by the organization. The description must include the total number of years in business and the number of years specifically spent providing services similar to those requested in this RFP.

D. Experience

Proposer should include the following information in the proposal:

- i. The approximate amount of business it received (based on dollar value) in the past year for providing consulting services;
- ii. A description of its experience in the area of economic analysis consulting, especially experience working in this field with any public sector customers who will serve as references; and
- iii. A statement of Proposer's ability and commitment to meet the scope and availability requirements as described in Section 3 above.

Work Samples -- Provide work samples for two projects dealing with economic development or similar topics prepared by or under the direction of your firm. Include in your description the techniques utilized process and the outcome of the process. Include this as Supplemental Information.

E. Staffing

For each key staff member, provide a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.

F. Quality of Work and Quality Assurance

Proposer should include the following information regarding its work quality and quality assurance process:

- i. A list of key personnel who will manage the services provided. This list must identify a team leader and describe his/her experience in this capacity as well as this individual's experience in economic analysis consulting services;
- ii. Identify key employees and/or supervisors, designated contact persons for NHES and who will be in direct communication concerning requested services;
- iii. A full description of the Proposer's quality assurance process; and
- iv. A list of certifications, credentials and experience of identified staff members, contractors and subcontractors who would perform the work, including copies of all certifications and/or credentials.

G. Price Proposals

Proposer must complete the Form provided at **Exhibit A, Vendor Price Proposal**, stating proposed pricing for the project. The price proposal must include any costs that will be charged for travel, as well as any minimum fees or hourly requirements. If any additional charges will be made, they must be noted in **Exhibit A** in order to be included in any contract resulting from the RFP. Selection will be based on the Proposal herein, however, please note that NHES reserves the right to negotiate with any selected Proposer for the total hours and total cost so as not to exceed the budgeted amount.

H. References

Proposer must provide three customer references as **Exhibit B, References**, and fill out the requested information for each customer/client. NHES reserves the right to contact the references.

Section 6 – Evaluation of Proposals

A. Criteria for Evaluation and Scoring

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

The Agency will use a scoring scale of 100 points, a maximum of 30 points awarded based on the Price Proposal, a maximum of 70 points awarded for the Technical Proposal, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	70
1. Relevant Experience/Overall Qualifications	20
2. Vendor's documented financial stability through submission of requested financial materials	10
3. Vendor's References from clients for whom consulting services have been performed	10
4. Quality of responses submitted by vendor addressing each requested question in Section 1(B)(A-F) (page 3 of this RFP)	30
PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	30
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

The Agency will select a Proposer 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.

B. Planned Evaluations

The Agency plans to use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Preliminary evaluation of the Proposals;
- Oral interviews and Product Demonstrations (if necessary);
- Final Evaluation of Technical Proposals and scoring;
- Final Evaluation of [other categories] and scoring (If Applicable);
- Review of Price Proposals and final scoring;
- Best and Final Offer (BAFO) if appropriate; and
- Select the highest scoring Proposer (s) and begin contract negotiation.

C. Initial Screening

The Agency will conduct an initial screening step to verify Proposer compliance with the technical submission requirements set forth in the RFP and the minimum content set forth in Section 5 of this RFP. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

D. Preliminary Technical Scoring of Proposals

The Agency will establish an evaluation team to initially score the Technical Proposals. This evaluation team, which will involve some employees of DHHS, will review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6.

E. Oral Interviews and Product Demonstrations

If the Agency determines that it is appropriate, proposers may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Agency retains the sole discretion to determine whether to conduct oral interviews, with which proposers; and the number of interviews. Proposers are advised that the Agency may decide to conduct interviews with less than all responsive proposers.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Proposers are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. The Agency may ask the Proposer to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct Oral Interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the Proposals.

F. Final Technical Scoring of Proposals

Following Oral Interviews, Product Demonstrations, Reference Checks (if appropriate) and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each Technical Proposal.

G. Price Proposal Review

Price proposals will be reviewed upon completion of the final technical scoring of proposals. The Proposer's Price Proposal will be allocated a maximum potential score of 30 points. Proposers are advised that this **is not a low bid award** and that the scoring of the price proposal will be combined with the scoring of the technical proposal to determine the overall highest scoring Proposer.

The following formula will be used to assign points for costs:

$$\text{Proposer's Price Score} = (\text{Lowest Proposed Total Projected Cost} / \text{Proposer's Proposed Total Projected Cost}) \times \text{Number of Points for Score}$$

For the purpose of use of this formula, the "lowest proposed total projected cost" is defined as the lowest total projected cost proposed by a Proposer.

H. No Best and Final Offer

The Proposal should be submitted initially on the most favorable terms which the proposer can offer. There will be no best and final offer procedure. The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

I. Final Selection

The Agency will conduct a final selection based on the final evaluation of the initial proposals or, if requested, as a result of the Best and Final Offer, and begin contract negotiations with the selected Proposer(s).

J. Rights of the Agency in Accepting and Evaluating Proposals

The Agency reserves the right to:

- Make independent investigations in evaluating Proposals;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the Agency's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and

- Open contract discussions with the second highest scoring Proposer and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

Section 7 – Terms and Conditions Related to the RFP Process

A. RFP Addendum

The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

B. Non-Collusion

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

C. Property of the Agency

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

D. Confidentiality of a Proposal

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

E. Public Disclosure

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Agency will post the name, rank or score of each proposer. In the event that the contract does not require Governor & Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least 5 business days before final approval of the contract.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal

(RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). However, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as “CONFIDENTIAL.” A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to the Agency to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Agency will notify the Proposer of the request and of the date the Agency plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the Agency may release the requested information on the date specified in the Agency’s notice without any liability to the Proposers.

F. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

G. Proposal Preparation Cost

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

H. Ethical Requirements

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

I. Challenges on Form or Process of the RFP

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Agency at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Proposer is deemed to have waived any challenges to the agency's authority to conduct this procurement and the form and procedures of this RFP.

Section 8 – Contract Terms and Award

A. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

B. Award

If the State decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by 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 successful bidder to execute a Firm Fixed Price/Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix A.

The Term of the Contract will be for six (6) months from the date of approval. The contract term may be extended by an additional six (6) months at the sole option of the State, subject to the parties' prior written agreement on terms and applicable fees for each extended term, contingent upon satisfactory vendor performance, continued funding, and Governor and Executive Council approval.

To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. The Agency will review requested exceptions and accept, reject, or note that it is open to negotiation of the proposed exception at its sole discretion. If the Agency accepts a Proposer's exception, the Agency will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

D. Special Terms to Be Included In A Contract Resulting From This RFP

Debarment and Suspension

Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or State agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.

Sub-contracting

Contractor will not assign, subcontract or otherwise transfer any duty obligation, or written performance required by this agreement without the prior written consent of NH Employment Security. All subcontractors must be listed on the bid page of this document for pre-approval.

Rights to Inventions Made Under a Contract or Agreement (if applicable)

Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act (if applicable)

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (if applicable)

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

Davis-Bacon Act (if applicable)

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and subcontractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

Contract Work Hours and Safety Standards Act (if applicable)

For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

EXHIBIT A

VENDOR PRICE PROPOSAL

PLEASE RETURN THIS COMPLETED PAGE

The undersigned hereby proposes to provide consulting services to New Hampshire Employment Security, in accordance with all terms and specifications of the Request for Proposal, at prices quoted below:

	Rate for Services	Travel Charges	
	Regular Hourly Monday-Friday 8:00AM-4:30PM EST	Flat Rate	Per Mile Rate
Consulting Services	\$	\$	\$

Total Projected Hours	
Total Projected Cost	

Minimum Charge Policy, if any:

If there are additional costs that may be charged, please specify in the space below:

Respondent/Bidder (Company) Name:
Signature of Company Representative:

Name and Title of Company Representative:	
Address:	
E-mail Address:	Telephone Number:

Signing this bid page constitutes agreement and compliance with Request for Proposal requirements. Please forward questions via email at Jill.D.Revels@nhes.nh.gov.

EXHIBIT B

REFERENCES

PLEASE RETURN THIS COMPLETED PAGE

REFERENCES: List Name, Email, Address, Telephone # of three (3) Customer/Client References.

1.
2.
3.

Respondent/Bidder (Company) Name: _____