

Request for Solicitation. This is not an order.

This is a Request for Solicitation. Attachments and addenda are posted separately in Buyer Attachments as issued. Questions and answers will be submitted on the Q&A Board under Tools. It is the firm’s responsibility to ensure that the entire solicitation package and links are reviewed prior to submittal of a response. Firms are encouraged to check UShopNH frequently for any changes prior to the due date and time.

The University of New Hampshire (USNH or Owner) reserves the right to reject any or all proposals and to waive any formalities in the solicitation process.

Campus Information

USNH is comprised of four distinct institutions, the Granite State College, Keene State College, Plymouth State University and the University of New Hampshire. It is the expectation of USNH, that the pricing provided in any proposal and the resulting agreement is applicable to all institutions of the University System of New Hampshire. Please visit the following links for detailed information relative to all University System of New Hampshire institutions:

[University System of New Hampshire](#)

[Granite State College](#)

[Keene State College](#)

[Plymouth State University](#)

[University of New Hampshire](#)

New Hampshire College and University Council

USNH is a member of the New Hampshire College and University Council (NHCUC) <http://www.nhcuc.org> As part of the NHCUC strategic mission to advance public and private higher education in the state through collaborative efforts between member colleges and universities, USNH desires that the pricing of any agreement resulting from this solicitation be accessible to all member institutions of the NHCUC.

Public Records: Applicability of the New Hampshire Right to Know Law, RSA 91-A

- Subject to the provisions of the New Hampshire Right to Know Law, RSA 91-A, prior to the issuance of an award the evaluation committee shall treat all proposals received as confidential. After the issuance of an award all proposals shall be public records. If no award is issued and the solicitation is cancelled without intention of reissuance, all proposals shall be public at the time of cancellation. If no award is issued and USNH intends to reissue the solicitation, all proposals shall be confidential until the award is issued, or the subsequent solicitation is cancelled without intention of reissuance.
- Also subject to the provisions of the New Hampshire Right to Know Law, RSA 91-A, the working papers and any other records of the discussions or deliberations of the evaluation committee or any of its members shall be treated as confidential and entitled to either or both of the specific exemptions from public access provided for in RSA 91-A:5, VIII and IX.
- Applying labels to documents such as “confidential” will not keep them from becoming public records as described in the preceding paragraphs or otherwise affect the application and operation of the New Hampshire Right to Know Law, RSA 91-A.

Confidentiality

The content of the evaluation committee’s working papers and discussions relating to proposals will be considered confidential.

Sustainability Statement

USNH strives to conduct business in a sustainable manner that balances economic priorities with environmental health and social impact and prefers do business with companies that share our commitment to sustainability and will partner with us to further sustainability objectives. USNH endeavors to minimize the adverse life cycle effects of the products and services it utilizes, preferring to purchase items with recognized certifications and/or attributes, e.g. Energy Star™, FSC, Safer Choice and Fair Trade. Please include as part of your proposal, pertinent information in reference to any sustainable practices and products. These programs or policies can be, but are not limited to, reducing, reusing and recycling resources, disposal of organic and other solid waste, conservation efforts in regard to transportation, energy and water, disposal of hazardous waste, and/or giving back to the community.

General Instructions

- In order to participate in the Sourcing Event, suppliers must create an account and login credentials. Successful bidders will be invited to provide full company and tax profile information in order to complete the registration process, using the login credentials previously established.

- **Communication regarding this solicitation between firms and USNH personnel and/or evaluation committee members is prohibited, unless previously authorized by the Owner’s Agent or designee. Failure to comply may result in disqualification.**
- Oral information provided by the evaluation committee or any other USNH personnel will not alter or change this solicitation. Changes to the solicitation will be documented by addendum.
- Revisions, Amendments, and Cancellation: The university/college may extend the deadline date for submissions if, in the university’s/college’s opinion, any revisions or amendments to this solicitation make this necessary. The university/college may also cancel this solicitation, in whole or in part, or reject all submissions when this action is deemed to be in the best interest of the university/college.
- Submission packages should be prepared simply and economically, providing a straightforward, concise description of the respondent’s ability to fulfill the requirements of this solicitation.
- Responses shall be transmitted electronically through UShopNH. The Event will close automatically at the due date and time. Each respondent is solely responsible for the timely submission of its response. Late submittals will not be accepted.
- The university/college reserves the right to accept or reject any or all submissions received as a result of this solicitation, to waive minor irregularities, or to negotiate with any respondent, in any manner necessary, to serve the best interests of the university/college.
- USNH reserves the right to request clarification of any aspect of materials received or to request further information as might be required to adequately evaluate credentials and qualifications.
- Any costs incurred by the respondent in preparing and submitting a response to this solicitation will be the sole responsibility of the respondent and will not be reimbursed by the university/college.
- USNH considers all terms and conditions, and insurance requirements, to be accepted unconditionally by a Firm unless written exceptions are made to specific clauses of this solicitation when submitting a response. Such exceptions may, however, be used as a basis for rejection of a response.
- Each submission will be reviewed to determine its completeness prior to actual evaluation. Failure to provide or adequately address all categories of information requested, may result in rejection of the Firm’s response.

Informational Meetings

The solicitation process may include informational meetings (see Event Timeline in the Description section for requirement).

If a mandatory site inspection or meeting is required, proposals from Firms that did not attend will not be considered.

Respondent’s Inquiries

Questions and inquiries concerning this solicitation shall be submitted through the UShopNH Event Q&A Board. Oral questions or responses will not be recognized as confirmed information.

Addenda

All addenda will be posted in UShopNH under Buyer Attachments. It is the responsibility of the firm to check UShopNH prior to the due date to verify receipt of all information and required documentation.

Bid Opening

Bid responses will be opened by USNH Procurement Services at the time and date indicated. Preliminary results will be posted to the USNH Procurement Services web site, generally within three (3) days following the bid opening.

Any bid may be withdrawn prior to the time established for the opening of bids by withdrawing through UShopNH. The Owner will not accept any written requests to withdraw.

All bids shall remain in full force and effect for a bid acceptance period of not less than thirty (30) calendar days following the date for opening of bids. Any bid withdrawn during the bid acceptance period shall result in forfeiture of the respective Bidder’s bid security.

Respondents List or Summary of Solicitation Results

Respondents list or bid summary are available on the USNH Procurement Services web page: [Bid Results](#). Results are generally made available within three (3) business days after the due date. Time frame may vary depending on the complexity and number of responses. Participants in the solicitation will also be able to track the status of the solicitation in UShopNH.

USNH Terms and Conditions

Terms and conditions are available on the USNH Procurement Services web page: [USNH Terms and Conditions](#). Supplier understands that payments under any resulting Agreement may be subject to the withholding requirements of Section 3402(t) of the Internal Revenue Code.

Insurance Requirements

USNH insurance requirements are available on the USNH Procurement Services web page under Other Forms: [USNH Insurance Requirements](#) **Within ten (10) business days after the Owner delivers a Notice of Acceptance, Agreement or Purchase Order, or prior to beginning work on campus, whichever is sooner, the successful Firm shall deliver to the Owner the Certificate of Insurance as specified in the USNH Insurance Requirements. Insurance requirements for construction related events can be found under Construction Forms in the USNH General Conditions of the Contract for Construction, Section 00700 (Rev 10/21/2019).**

Inclement Weather Policy:

It is at individual campus discretion to declare curtailed operations when the most severe weather conditions are expected or experienced. Any events, including site walks and bid openings, scheduled for a day and time when curtailed operations are declared will be postponed until the next business day, at the same time as originally scheduled, or as otherwise indicated by Amendment. Contractors working in occupied buildings on any USNH campus will be required to observe curtailed operations when declared. Projects which are separated from campus operations by fencing and where the contractor's, and sub-contractors' work force are within the fencing (i.e., the contractor "owns" the job site) will be exempt from this requirement. This policy will be in effect for campus events and those scheduled to occur at the University System of New Hampshire (5 Chenell Drive, Suite 301, Concord, NH 03301-8503).

Curtailed operations status information is available as follows:

[GSC/USNH](#)

KSC

PSU

UNH

[Local television and radio stations](#)

www.keene.edu

[Alert/Storm line \(603\)535-3535](tel:6035353535)

[Storm Hotline \(603\)862-0000](tel:6038620000)

University System of New Hampshire

Event #202020216

REQUEST FOR PROPOSAL

Commission to Study School Funding
for the
University of New Hampshire

Owner's Agent: Deborah O'Neil, Sourcing Specialist
USNH Procurement Services
121 Technology Drive, Suite 121
Durham, NH 03824-4716
Telephone: 603-923-8030
Email: debbie.oneil@usnh.edu

INTRODUCTION

Purpose

The University System of New Hampshire (hereafter referred to as USNH or Owner) representing the University of New Hampshire is requesting proposals to conduct research and analysis on behalf of the Carsey School and New Hampshire Independent Commission studying school finance in New Hampshire

The Carsey School will contract with one or more firms to provide the services outlined in this RFP. Bidders may submit collaborative proposals involving more than one organization, with clear justification for engaging multiple partners.

Background

In 2019, the New Hampshire General Court passed House Bill 4, creating an Independent Commission to Study School Funding. The Governor signed the bill into law, which took effect on September 25, 2019.

Section 193-E:2-e establishes a Commission to Study School Funding and outlines the minimum topical issues that must be researched, studied, and analyzed by the commission and its partners. These issues are detailed in the Scope of Work section of this request.

Scope/Technical Specifications

This request for proposals (RFP) presents the scope, standards, objectives, and various requirements pertaining to the study in order to assist respondents in the preparation of proposals.

This RFP is designed to provide interested respondents with sufficient information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Respondents are encouraged to expand upon the specifications to add service and value.

The research and policy analysis conducted under this contract will be based on specific questions drafted by the Commission. Final decisions about research questions, methodologies, and analytic approaches will be made jointly by the Commission and the selected vendor(s). Authorizing legislation that created the Commission (RSA 193-E:2-e) charged it with addressing the following variables:

- Identify trends and disparities across the state in student performance in pre-kindergarten through grade 12 based on current school funding options.
- Re-establish the baseline for the costs, programs, staffing, and facilities needed to provide the opportunity for an adequate education.
- Study and produce recommendations regarding all costs and existing funding for special education, including listing any currently unfunded special education mandates issued to date by the state department of education.
- Study integrating into the education funding adequacy formula a factor that accounts for the number of Class A, B, and C properties in a community, and the distribution of education funding costs across those numbers and classes of properties.

Additional topical areas for research and analysis may be proposed by bidders, based on their understanding of the needs of New Hampshire and the experiences in states conducting similar studies.

Methodology and schedule: The response to this RFP must contain a plan detailing the respondent's proposed methodology and schedule for assisting the commission with addressing the issues for investigation outlined in the scope of work section of this RFP. Respondents must clearly identify the areas of expertise, research activities, analyses, and report writing that can be reasonably accomplished within the scope of this RFP, and those areas of study or services that are not included in a respondent's proposal. Any additional information regarding methodology required by the commission must be provided prior to the signing of the contract and will be incorporated into the contract.

Progress reports: The contractor shall provide regular progress reports on a monthly basis to the commission and respond promptly to questions from the chair, vice chair, and Carsey staff regarding the accuracy of the data or the methodology for collecting data. Following completion of the study, the contractor must be available to make at least one presentation regarding school finance issues as requested by the commission.

Project Timeline

- Interim vendor status reports: Biweekly during contract period
- Vendor report(s) finalized: August 1, 2020
- Vendor contracts will continue to December 1, 2020 to allow for post-report follow up as needed

Additional Information

The contractor must be available and committed to completing an interim report no later than XXX, 2020, and a final report to the commission no later than XXX, 2020.

The contractor, and individuals assigned to assist the commission, must not have any bias or conflict of interest that would affect the outcome of the contractor's report. The assigned individuals and their immediate family members must not be members of the New Hampshire General Court, employees of schools or school districts, or members of school boards.

All material submitted in response to this RFP is the property of the New Hampshire General Court and Carsey School of Public Policy. The New Hampshire General Court reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

In addition to standard state contract provisions, the contract negotiated with a successful respondent must incorporate this RFP, the successful proposal, and any additional methodological information that may be required.

- If the respondent intends to subcontract any part of its responsibilities to another individual or organization, the respondent must also identify the subcontracting individual or organization and their qualifications.

Budget not to exceed \$125,000 per organization (joint proposals from collaborating organizations are welcome, demonstrating particular expertise that each partner brings to the collaboration; collaborative proposals may submit budgets in excess of \$125,000).

Qualification Requirements

- Proven track record in executing similar studies for other states
- Demonstrated understanding of New Hampshire's current public education policies, funding mechanisms, school funding litigation, and school governance practices
- Demonstrated capacity to conduct the specific research and analyses required by the Commission, including ability to apply a range of valid methodologies for analyzing costs, revenues, educational outcomes, and the interrelationships among these factors
- Ability to communicate and coordinate closely with the Commission, the Carsey School, and other partners engaged in the project
- Submission of a detailed, cost-conscious budget linking expenses to deliverables.

Submission Requirements

Submissions must include and cover any matter the respondent believes is relevant to the consideration of the proposal. At a minimum, the following sections, presented in the order listed:

Basic Proposal Information: This section must include the name and address of the respondent, a brief description of the respondent (such as the date it was formed and how long it has engaged in this type of service), contact name, position of the contact person, telephone number and fax number for the contact person, e-mail address for the contact person, and a list of recent similar projects.

Description of the Project and the Respondent's Approach: This section must describe in detail the respondent's understanding of the work to be performed and the method by which the respondent proposes to complete the project. The description must be presented in an overview format and also detailed by anticipated phases of work. The proposal should describe the anticipated involvement of legislative staff, if any, in the vendor's scope of work.

Personnel: The proposal must identify the individuals who will be assigned to complete this project. The qualifications, specific expertise, and experience in related studies must be provided. If the respondent intends to subcontract any part of its responsibilities to another individual or organization, the proposal must identify all subcontracting individuals or organizations and their qualifications.

Itemized Project Budget: This section of the proposal must include the total project cost and an itemized cost for individual components of the contracted work. The itemized costs shall specifically and separately address the requirements outlined in the scope of work.

References: The proposal must include a list of references of clients for whom this type of service has been provided in the past. The references provided will be considered in the evaluation of responses. The name of the client, contact name, address, telephone number, and type of organization must be provided for each client in addition to a brief description of the service provided. Please expect these references to be contacted.

Pre-Proposal Meeting – Not Applicable

A pre-proposal meeting is scheduled at the date/time and location specified in the Event Timeline. If a mandatory site inspection or meeting is required, proposals from Firms that did not attend will not be considered.

Interviews/Presentations

Finalists may be invited to discuss their responses further with the evaluation committee. The evaluation committee will decide if such presentations are necessary. If presentations are necessary they will take place according to the schedule in the Event Timeline.

INSTRUCTIONS FOR SUBMITTING PROPOSAL

Format & Contents of Proposal

Responses should address all sections of this solicitation. The response must be in sufficient detail to allow the evaluation committee the ability to evaluate the submission. Submissions must follow the same sequence and numbering scheme used in this request for proposal

Provide the following information in a single PDF document (*unless otherwise noted*) attachment.

NOTE: Attachments must not exceed 50 MB/each.

Cover Sheet. Clearly identify the Firm submitting the response.

Executive Summary. (i.e. cover letter) signed by an authorized officer (no more than three pages).

Staffing & Organization. Provide a description of the Firm’s organization and staffing including the names and titles of all personnel who would be assigned to the contract.

Detailed Plan. Provide a detailed plan for fulfilling the contract per Scope/Technical Specifications. Include a description of what your Firm views as its responsibilities as well as a complete pricing structure for products and/or services to be provided. **Specify what is needed**

Owner Requirements. If applicable; provide complete information for any services, information, equipment, or space to be provided by Owner.

Client References. Provide at least **three** references where your firm has provided a similar scope of services (preferably in higher education). For each reference, include company name, address, telephone number, fax number, email address, primary contact, and description of services provided for these clients.

Statement of Qualification. Complete in its entirety. (Appendix A – Statement of Qualifications)

NOTE: The Respondent certifies that it is empowered to use the names of references it provides and agrees that the USNH may contact these references.

Other Information. Provide any other information, which your Firm may choose to reveal to the evaluation committee.

EVALUATION

Evaluation Committee Rights/Rules of Conduct

The evaluation committee expressly reserves the right to reject any and all proposals without penalty, to waive all technicalities and irregularities and deviations of proposals from this request for proposal, to decide whether a proposal does or does not substantially comply with the requirements of this request for

proposal, to be the final judge as to which is the best overall proposal, and to award a contract to the Firm whose proposal it considers to be in the best interest to USNH.

The evaluation committee reserves the right to award a contract without discussion or negotiation if it determines that such an award will result in fair and reasonable prices and would be the most advantageous to USNH.

In the event that the awarded Firm refuses to enter into a contract, his/her proposal will be rejected.

The evaluation committee will evaluate all proposals against the evaluation criteria listed in this request for proposal and determine which Firm will best meet the needs of USNH

In the event that a contract acceptable to the committee cannot be executed with the top Firm, the committee may eliminate that Firm from further consideration. The committee may then proceed to conduct negotiations and planning sessions with the Firm next preferred among the Firms who have not been eliminated. Such processes will be continued until either an acceptable contract is executed or all proposals have been eliminated.

USNH reserves the right to negotiate simultaneously with more than one Firm.

Evaluation Criteria

Evaluation criteria will be based on, but not necessarily limited to the following factors. Negative findings or judgments on the basis of any one of the criteria may result in elimination of a given response from further consideration.

- 1) quality and clarity of the proposed methodology for conducting the requested services and research;
- 2) breadth and depth of experience in conducting and facilitating similar research projects;
- 3) qualifications and availability of proposed staff;
- 4) project budget; and
- 5) succinctness of proposal. Sample work provided by the respondent will be an added factor in the final evaluation of a organization's qualifications.

INSTRUCTIONS TO SUCCESSFUL FIRM(S) FOR EXECUTION OF A CONTRACT

Contract Period

- It is USNH's intent that any contract resulting from this solicitation will be for approximately six (6) months, beginning **March XX, 2020** through **September XX, 2020**. Final products will be due to commission staff by 00/00/2020. **Contracts will continue to December 1, 2020 to allow for post-report follow up as needed.**

Contract

The contract will be the **USNH Consultant Agreement**. A sample contract is included in Buyer Attachments. The owner's agent will work with the selected Firm's representative(s) to develop a mutually agreeable contract. All terms and conditions will be taken into consideration when developing the contract as will the specific tasks and deliverables outlined in the Scope of Work/Technical Specifications.

Contract Terms and Conditions

Firm shall guarantee their pricing structure for a specific period of time. If pricing changes, Firm must request increase in writing, and increase must be approved by USNH, in writing, with a minimum of **thirty (30)** days' notice.

Contract Termination/Cancellation

The Owner may without prejudice to any right or remedy, and after giving the Firm and its sureties written notice, terminate the contract forthwith if any of the following conditions exist:

- If the Firm should be adjudged bankrupt
- If the Firm shall make a general assignment for the benefit of its creditors, or a receiver should be appointed over the property;
- If the work under this contract shall be abandoned or for deficiencies not corrected within a reasonable time; and,
- If this contract or any part hereof shall be subcontracted without previous written consent of USNH and the Owner.

The Owner reserves the right to cancel the contract awarded to the Firm, if in the USNH's judgment, performance under the contract is unsatisfactory. It is understood, however, that if at any time during the term of the contract performance thereunder is deemed to be unsatisfactory, the USNH shall so notify the Firm and demand that the Firm shall correct such unsatisfactory conditions immediately but not more than ten (10) days from such notification. If such corrections are not made within the allotted time period, USNH may terminate the contract within **thirty (30) days** of the initial notification date.

The contract will automatically terminate at the end of the initial contract period unless both parties agree to a renegotiated optional extension.

Either party may, without prejudice to any right or remedy, and after giving the other party _____ calendar days written notice, terminate the contract.

USNH's Rights and Responsibilities

USNH reserves the right to audit those financial records of the Firm, which pertain to the contract.

USNH reserves the right not to enter into a contract if, after reviewing all responses received, it is determined such a contract would not be in the best interest of the USNH.

USNH intends to meet contractual obligations and to treat all Firms fairly.

The USNH reserves the right to extend contracts for supplies and services to all USNH institutions.

Firm’s Rights and Responsibilities

The Firm agrees to maintain records arising from the operation of this contract for a period of two (2) years following its termination or expiration date, unless permission to the contrary is given by the USNH in writing. The Firm agrees to provide access to its accounting information pertaining to this USNH contract in the event an audit is requested.

Bruce Mallory will be the designated representative for this contract and shall be the official operational contact for the Firm. Questions of conduct, methods, quantity, quality, scheduling, etc. are to be directed to this individual during the term of the contract.

The Firm will be responsible for purchasing merchandise and services and executing contracts in its own name and at its own cost and expense and on its own credit.

Rights Afforded To Both Parties

Awarded firm shall indemnify and hold harmless the USNH and its affiliates, trustees, officers, directors, employees and agents from and against any and all liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorneys’ fees) arising out of its negligent acts or omissions of the negligent acts or omissions of its employees, agents, contractors or affiliates. This section shall survive termination of the contract.

If, because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restriction, labor disturbance or strike, business operations at the University/College shall be interrupted or stopped, performance of this contract, with the exception of moneys already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence, and the expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.

The contract shall be governed by and construed in accordance with the laws of the State of New Hampshire. In the event any provision of these terms and conditions shall be declared illegal or unenforceable by a competent court within this jurisdiction the remaining provisions shall remain in full force and effect. Any litigation related to this agreement will be brought and maintained in courts within the State of New Hampshire.

Neither party may assign this contract without the written consent of the other party; and any assignment attempted without such consent shall give the other party the immediate right to cancel this contract except that the Firm may assign this contract with the consent of Owner to any subsidiary or affiliate of the Firm or any corporation into which the Firm or its successor may be merged, converted or consolidated, or which may otherwise succeed to substantially all of its assets; but the Firm shall during the term hereof remain liable for its obligation hereunder.

Mediation

In the event the parties are unable to resolve a dispute, controversy or claim arising under this agreement, then either party may give written notice to the other party of its intention to mediate. Any dispute arising under this Agreement may be settled by mediation in the State of New Hampshire in accord with such procedures as may be acceptable to the parties.

If the dispute has not been resolved through mediation within thirty (30) days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the parties shall be free to litigate the matter.

In the event of any mediation or litigation arising under this Agreement, each party shall be responsible for its own costs and expenses arising therefrom, including any and all attorney's fees. Neither party shall seek reimbursement from the other party.