

New Hampshire Commission to Study School Funding

REQUEST FOR PROPOSAL

Research and Analysis on behalf of The Commission to Study School Funding

Owner's Agent: Carsey School of Public Policy
Huddleston Hall, 73 Main St
Durham, NH 03824
Telephone: 603-862-2821
Email: SchoolFunding.Commission@unh.edu

INTRODUCTION

Purpose

The New Hampshire Commission to Study School Funding (hereafter referred to as the Commission or Owner) is requesting proposals to conduct research and analysis on behalf of the Carsey School as the agent of the New Hampshire Commission to Study School Funding.

The Commission, through its agent, the Carsey School of Public Policy, will contract with a firm 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 a 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

Scope of Work

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 request seeks qualified individuals or organizations to submit proposals to gather, analyze and interpret relevant data.

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 by the Commission, with consultation from the selected vendor(s), who are welcome to make suggestions to the Commission. Pursuant to the authorizing legislation (RSA 193-E:2-e) and the needs of the Commission, vendors will be asked to provide the following:

1. Assist the Commission in evaluating the current state of disparities in educational opportunities and educational outcomes across the State, by suggesting methodologies for measuring such disparities and by providing data about the magnitude of disparities including the distribution of financial capacity and financial resources across the state under the current public education finance system (taking into account all sources, including federal funds and supplemental dollars) and the distribution of educational outcomes (meeting proficiency and state standards). Review the following and suggest other sources of data for the Commission to consider:
 - New Hampshire Department of Education: <https://www.education.nh.gov/data/index.htm>
 - New Hampshire Department of Revenue Administration: <https://www.revenue.nh.gov/index.htm>
 - New Hampshire Department of Administrative Services: <https://das.nh.gov/accounting/cafr.asp>
 - Reaching Higher NH: <https://reachinghighernh.org/wholepic/>
 - New Hampshire Department of Health and Human Services: <https://www.dhhs.nh.gov/index.htm>Present the data in a manner accessible to the Commission and the public. (Deliverable #1. Month 1)
2. Identify promising methodologies for measuring disparities in educational opportunities and outcomes, and methodologies for remedying such disparities employed by other states and describe potential applicability to the New Hampshire context (including comparisons between New Hampshire and other states, particularly in governance structures around public education). Include pre-K, special education, and impacts attributable to children who face additional learning challenges such as having English as a non-primary language and poverty. (Deliverable #2 Month 1)
3. Make recommendations regarding options for consideration by the Commission, including mechanisms for continuous collection of relevant data, for accountability, for providing necessary fiscal taxing capacity and additional state aid resources, including suggestions for making ongoing adjustments. Recommendations should take into account current state requirements, including unfunded state mandates. (Deliverable #3 Month 3)
4. Model the application of recommended options for ensuring the provision of more equal educational opportunities and outcomes across the state, including a comprehensive definition of adequate education to demonstrate projections of the combined local, state and federal resources would serve the goals of increased educational equity across the state. (Deliverable #4 Month 4)
5. Provide a final report that includes funding and distribution options based on other states' experiences. (Deliverable #5 Month 4)

Further research areas: The Commission welcomes additional areas for research and analysis to be proposed by bidders based on their understanding of the needs of New Hampshire and the experiences in states conducting similar studies.

Collaboration with the Carsey School: The vendor(s) will be expected to work closely with the Carsey School of Public Policy at the University of New Hampshire, which will collaborate closely with the vendor. The Carsey School will provide the following to the Commission: operating as a logistical manager for the Commission, research partners with the selected vendor, and providing data via public engagement (including, but not limited to, focus groups with key stakeholders, a statewide survey of residents, statewide community conversations, engagement with current New Hampshire students, and communications on behalf of the Commission).

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 and Carsey staff. 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.

The contractor must be available and committed to completing a complete draft final report no later July 31, 2020. The contractor may be asked to submit additional analyses after submission of the final report during the contract duration.

Project Timeline

- RFP Issued – March 19, 2020
- Interested Vendor Conference Call – March 30, 2020
- Vendor Selection – Will begin on April 20, 2020
- Project Start – May 1, 2020
- Interim vendor status reports: Monthly during contract period
- Vendor completed draft report(s): July 31, 2020
- Vendor contracts will continue to December 1, 2020 to allow for post-report follow up as needed

Additional Information

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 in New Hampshire, or members of school boards or school governing boards in New Hampshire.

All material and work products submitted in response to this RFP are the property of the Commission. The Commission 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. Proposals must cover the full scope of work outlined in this RFP.

Total budget not to exceed \$160,000 (joint proposals from collaborating organizations are welcome, demonstrating particular expertise that each partner brings to the collaboration. If creating a joint proposal, a lead partner must be designated). Payment for services will be provided according to the terms of the contract. Respondents should also provide an estimated fully loaded hourly rate for potential services provided after the end of this contract.

Respondents may find information about the Commission, including meeting agendas, meeting minutes, video of meetings, presentations, and other material provided to the Commission at <http://www.gencourt.state.nh.us/statstudcomm/committees/1506/> or SchoolFunding.Commission@unh.edu.

Qualification Requirements

- Proven track record in executing similar studies for other states
- Demonstrated understanding of New Hampshire's current public education policies, funding mechanisms for public schools, public charter schools and VLACS, and home school programs, 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 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 (See Format & Contents of Proposal):

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, voice and email contact information, 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.

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.

Project Budget: This section of the proposal must include the total project cost and an estimate of costs per deliverable of the contracted work, with payments to be made based on each deliverable. The costs shall specifically and separately address the requirements outlined in the scope of work. Provide a detailed, cost-conscious budget and justification linking expenses to deliverables.

References: The proposal must include a list of three (3) 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.

Sample Work: Proposal to include at least two (2) samples of similar project work.

INFORMATIONAL MEETING/CONFERENCE CALL

A pre-proposal conference call will be scheduled to answer questions and provide clarification to interested vendors.

Vendors will have the opportunity to ask questions in writing and during the scheduled conference call. Written answers to all questions will be provided to all potential bidders.

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

To be considered, full proposals must be received no later than 5:00 pm, April 17, 2020 via electronic submission to SchoolFunding.Commission@unh.edu.

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 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, titles, and person loading charts 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. This plan should include the project description as well as the respondent's approach. This detailed plan should not exceed fifteen (15) pages.

Itemized Project Budget. Attach an itemized budget listing the pricing for all anticipated services provided.

Samples of Previous Work. Provide samples of any previous relevant work.

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. 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 Commission 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 Carsey School and Commission, operating as an evaluation committee, expressly reserve 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 the Commission.

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 the Commission.

The evaluation committee will evaluate all proposals against the evaluation criteria listed in this RFP. It will be the sole responsibility of the evaluation committee to determine if any proposals will meet the needs of the Commission, and whether one or more respondents are selected for contract negotiation.

In the event that a contract acceptable to the committee cannot be executed with a selected respondent the committee may eliminate that respondent from further consideration. The committee may conduct negotiations and planning sessions with any other respondents who have not been eliminated. Such processes will be continued until either an acceptable contract is executed or all proposals have been eliminated.

The Commission 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.

- Overall suitability of the response – Succinctness of proposal
- Ability to meet the proposed timeline
- Competitiveness of pricing / project budget
- Response to Scope of Work/Technical Specifications
- Extent and depth of experience in conducting and facilitating similar research projects; Sample work provided
- Proposed approach; quality and clarity of the proposed methodology for conducting the requested services and research
- References from other companies/institutions (particularly those in higher education) for which your Firm has provided similar programs
- Qualifications and availability of proposed staff

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

Contract Period

- It is the Commission's intent that any contract resulting from this solicitation will be for approximately eight (8) months, beginning May 1, 2020 through Dec 31, 2020. Due to the nature of this project's timeline, most materials, including a draft of the final report, will be due by July 31, 2020. Consultation and follow up services will be retained by the Commission through 12/31/2020.

Contract

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 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 the Commission and the Owner.

The Owner reserves the right to cancel the contract awarded to the Firm, if in the Commission'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 Commission 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, the Commission 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 thirty (30) calendar days written notice, terminate the contract.

Commission's Rights and Responsibilities

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

Commission 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 Commission.

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

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 Commission in writing. The Firm agrees to provide access to its accounting information pertaining to this Commission 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 Commission and USNH as well as 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.