



Request for Proposals

for

Delivery of WIA Adult and Dislocated Services in New Hampshire

I. Background / Introduction

The Workforce Opportunity Council (Council) is the State Workforce Investment Board for the State of New Hampshire. The Workforce Opportunity Council, Inc. (Corporation) is a non-profit corporation duly registered in New Hampshire, and organized under section 501(c)(3) of the Internal Revenue Code. The Corporation provides staff support to the Council, and performs the day-to-day operations of administering the Workforce Investment Act (WIA) programs in New Hampshire, including contracting with vendors to provide WIA-funded services to the eligible adult, dislocated worker, and youth populations of the state.

The Corporation's Executive Committee recently revised the organization's procurement policy, requiring that a request for proposals (RFP) for major service contracts (WIA service vendors) be issued if certain criteria are met. During Program Year 2005, the criteria were met for the Adult and Dislocated Worker service contract.

As the amount of WIA program and administrative funds available are determined by formula, the vendor will be chosen on their ability and willingness to meet the Corporation's contracting requirements, as well as the staffing and overhead costs of the vendor, which will ultimately determine the funds available for training. Thus, this RFP is being issued to ascertain the pool of interested vendors.

A subcommittee comprised of Council/Corporation members and staff will evaluate submissions in accordance with the requirements provided in this RFP.

The Council/Corporation reserves the right to reject any and all submissions. In addition, the distribution of this RFP shall not create a commitment to award funds to any applicant.

Any costs incurred in responding to this request shall not be reimbursed.

The Council/Corporation reserves the right to seek clarification of any information contained in a proposal, or to hold discussions, but is not obligated to do so. However, be aware that organizations submitting a response to this Request may be invited to meet with the review committee as part of the overall review process.

Funding of any contract awarded under this initiative is subject to the availability and continued appropriation of federal funds awarded through U.S. Department of Labor. The Council/Corporation shall not be liable for any payments in excess of such available appropriated funds. In the event of reduction or termination of those funds, the Council/Corporation shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate or amend any applicable contract immediately upon giving the vendor notice of such termination or amendment.

II. State Plan and General Contracting Criteria

A. The WIA State Plan states that: New Hampshire is a single state service delivery area that operates under the direction of one State Board. With the implementation of WIA in 2000, Workforce Investment Boards were prohibited from providing direct services, encouraging the State Board to develop a new workforce service delivery system. In a small state such as New Hampshire this presented some unique challenges. Moreover, it was the goal of the Governor and the State Board to ensure that WIA services be delivered through a comprehensive system of connected community-based providers who could offer service consistency statewide. To that end, the Executive Committee of the Board established the following basic parameters for service provider (vendor) selection purposes:

1. The vendor must be able to establish a statewide service delivery system of comprehensive and standardized services.
2. The vendor must be able to offer cost-effective services; preference will be given to those who combine Adult and Dislocated Worker services to maximize limited resources.
3. The vendor must have demonstrated experience in delivering workforce program services.
4. The vendor must have an existing financial infrastructure sufficient to support the processing of WIA financial reports, WIA participant training and support service payments, and the availability of non-federal financial resources to cover any costs incurred as a result of erroneous eligibility determinations and/or disallowed program activities.
5. The vendor must be registered (and in good standing) to conduct business in the State of New Hampshire, and must not be the subject of any past or current federal suspension or disbarment proceedings.
6. The vendor must carry appropriate liability and workers compensation insurances.

B. Specific criteria adopted by the Council/Corporation to further support the general parameters identified in the State Plan are as follows:

1. Services delivery may be operated under a contract with any private, non-profit agency, governmental organization, education facility, or private-for-profit organization with certain restrictions. To be eligible to operate such a program, an agency or organization must have the management capacity to administer a complicated Federal Grant Program and experience in operating employment and training programs on the state and local level.

2. Only costs directly related to the operation of the grant program, and properly justified with supporting documentation will be allowable charges to this program. Required supporting documentation such as properly completed time cards, time sheets, travel reports, invoices, receipts, etc., must be maintained. Funds provided under WIA shall not be used to supplant or duplicate facilities or services available in the area from federal, state, or local sources.
3. An agency or organization awarded a contract for the delivery of WIA services shall
 - a. have a demonstrated ability to be flexible and adapt quickly to change. Specifically, the agency or organization must operate within an infrastructure that can support the mobilization of existing staff, as well as the ability to ramp up staffing on short notice, to meet the demand for specialized/customized services in response to mass layoffs and/or new program services. Conversely, *a vendor must be able to downsize delivery and/or management staff in response to changing program needs and/or funding limitations.*
 - b. be subject to an extensive set of fiscal and programmatic reporting and oversight requirements, which shall include the use of specific forms and reports, required to carry out the monitoring and evaluation of programs as mandated by the federal regulations and/or Council/Corporation policy and procedures.
 - c. be liable for any disallowed or illegal expenditure of funds or program operations conducted under their contract. Resources used to reimburse disallowed/illegal expenses may not come from federal funds.
 - d. be required to use the WIA eTeams case management system, as well as maintain hardcopy participant files. All books, records, documents, and papers (including participant files) relating to WIA service delivery shall be retained by the vendor for a minimum period of three (3) years following submission of the final expenditure report, participant exit or data validation date, or until such time as any litigation, audit findings or other claims have been resolved and so certified by the Council.
 - e. be required to sign a Cooperative Agreement, which will provide for the full indemnification and hold harmless of any liability to the Council/Corporation for any activities conducted by the vendor. This includes a full statement of responsibility for reimbursing the Corporation for any costs or expenditures which are disallowed in an audit, or any other claims which might be made against a program operator by a WIA participant or other interested party. Each organization will also be required to subscribe to the WIA assurances and certifications.
 - f. be required to assign staff whose sole responsibility and commitment is the delivery of comprehensive WIA services. WIA services shall be implemented as a “whole” service consistent with the intent of WIA rules and regulations. No other federal, state or local program services offered by the vendor shall be allowed to take precedence over the intent of WIA service delivery. Careful scrutiny of vendors with an inherent conflict of interest resulting from the operation of programs with conflicting mandates shall be undertaken.

III. Specific Contracting Requirements – The Cooperative Agreement

The Cooperative Agreement, issued by the Corporation on behalf of the Council, establishes the relationship between the parties, and identifies specific operational, fiscal and program monitoring responsibilities for each party to the agreement.

The Senior Workforce Director for the Corporation serves as the cooperative agreement manager, and is the primary liaison between the Council/Corporation and the vendor regarding the agreement and all other program operations issues.

The Senior Workforce Director duties in relationship to the agreement include, but are not limited to, the provision of ongoing technical assistance, state level program monitoring, coordination of state-level staff training, and working directly with the service provider to design and implement program evaluation/continuous improvement strategies to ensure proper and timely program implementation, program compliance and performance achievement.

The following is an outline of specific requirements, conditions and responsibilities included in the current WIA service vendor's Agreement. In the event that a Cooperative Agreement for services is issued to an organization other than the current vendor, these clauses, or a similar representation, shall be stipulated to in the document. The vendor must be willing and able to carry out these duties consistent with all the conditions and terms of the agreement, as well as all applicable federal and state laws, regulations, and other such requirements. The Corporation retains the sole right to subcontract for any services, detailed in an agreement, which cannot be directly provided by staff funded under the agreement.

A. The vendor shall acknowledge -

1. the substantial operational oversight retained by the Corporation for the duration of the agreement performance period.
2. the Corporation as the primary contact with the U.S. Department of Labor (USDOL). As such, all vendor communication with USDOL regarding WIA issues must be directed through appropriate Corporation staff.
3. the boundaries and authority implicit in the cooperative agreement and abide by them.
4. the ongoing development of a working partnership between Corporation and vendor service delivery staff, and foster that relationship.

B. Regarding service delivery requirements, the vendor shall -

1. develop, implement, and maintain statewide WIA Title I Adult and Dislocated Worker services and/or programs consistent with WIA regulations, NH's WIA & Wagner-Peyser State Plan, the NH Works Operators MOU and Council policy, procedures and other directives such as, but not limited to, the NH Works Guidance Letters.
2. ensure WIA funds are charged to only those individuals determined to be WIA eligible in accordance with WIA law and regulations.

3. enroll all Trade Act eligible customers in WIA Dislocated Worker programs as appropriate, and ensure that services are non-duplicative of those services provided for and/or funded through the Trade Act program.
4. provide to all customers seeking NH Works/WIA services accurate and complete information on all WIA-funded services, including support services available to them.
5. deliver consistent services statewide, yet remain flexible enough to meet changing customer needs, and/or state level system changes.
6. develop and implement all WIA-funded services consistent with the goals and objectives of the NH Works system and the NH Works branding.
7. coordinate and avoid duplication of WIA services with NH Works partners.
8. comply with any WIA Priority of Service policy developed by the Council.

C. Regarding WIA-funded personnel, the vendor shall –

1. assign WIA-funded staff no other duties or responsibilities beyond the comprehensive delivery of WIA services without the express written consent of the Corporation.
2. provide sufficient staff to deliver services on a statewide basis through the NH Works offices as consistent with the staffing plan negotiated with the Corporation.
3. ensure that staff funded under this agreement is available to conduct outreach work outside of the NH Works office.
4. maintain maximum staff flexibility to allow for the mobilization of appropriate staff to meet new and/or unexpected service delivery demands within the state.
5. notify the Corporation immediately of any vacant WIA position and when new staff is hired, and fill staff vacancies with qualified candidates without delay.
6. ensure that staff hired
 - a. are proficient in team development/group dynamics and customer service and total quality principles;
 - b. understand community needs as they relate to workforce development;
 - c. understand techniques for coaching others;
 - d. are knowledgeable in basic cost allocation plans, budgeting, system payment processes, participant training payment processes, etc.; and
 - e. have appropriate educational background (Bachelor's degree preferred), and practical experience to perform their job duties with a high level of tact and skill.
7. ensure that the role and responsibilities of management staff are carried out consistent with the agreed-upon duties negotiated with the Corporation.
8. include NH Works partner agency management/supervisory staff in the interview and hire decision-making process when filling a management-level WIA-funded vacancy.
9. assign a statewide administrator to serve as the “agreement manager” to work with Corporation staff to address issues and needs as they arise. (In the event that the statewide administrator position becomes vacant, the Corporation reserves the right to participate in the interview and final decision-making process for this position.)

D. Regarding staff training, the vendor shall –

1. train staff in WIA process and procedures, particularly WIA eligibility for services, Employability Plan development requirements, performance outcome measures and the appropriate use of approved process forms.
2. inform staff about the re-employment services available through the NH Works system, and train staff in the use of specific USDOL workforce development/one-stop service Internet tools (e.g. Americas Career Net Tool, Americas Service Locator, Americas Job Bank, ONET).
3. ensure that all staff attends NH Works and/or Council-sponsored training and/or conferences as recommended by the Corporation.
4. train all employment counseling staff to conduct intensive assessment services, including the use of specific assessment tools approved for use by USDOL and/or the Corporation.
5. ensure that all WIA-funded staff are fully trained in the use of the e-Teams case management system, e-Teams reporting requirements and interpretation of e-Teams report data.
6. inform all WIA-funded management/supervisory staff about the terms and conditions of the Cooperative Agreement to ensure system-wide compliance and consistency.

E. Regarding marketing/promotions, the vendor shall -

1. submit, per quarter, a written “customer success story” to the Corporation for each program year of the agreement.
2. coordinate any publicity and other promotional activities specific to WIA activities with the Corporation, who shall be informed in advance of any promotional plans.
3. clearly state that the Workforce Opportunity Council, Inc. is the sponsor of WIA programs/services and related activities on all written and electronic materials developed with WIA funds or promoting WIA services/performance, including vendor annual reports.
4. comply with the disclaimer requirements of 29 CRF 37 (Equal Opportunity) on all solicitations, advertisements, or promotional activities.
5. ensure that all WIA-funded staff are informed about, and supportive of Council-initiated marketing and/or promotional activities, and as available, assist in the implementation of special marketing/promotional efforts.
6. use the NH Works logo as the heading on all forms and written correspondence to WIA customers.

F. Regarding recruitment/outreach to participants and employers, the vendor shall -

1. develop recruitment/outreach plans on the local level to reach potential WIA eligible customers, including traditional Adult target populations (e.g., TANF, Mature Worker, Economically Disadvantaged, Seasonal Migrant Farm Workers, etc.).
2. develop an enrollment plan by activity for Corporation approval, which will be attached to the agreement for reference purposes.

3. submit electronic “plan versus actual” participant enrollment reports by activity to the Council by no later than the last working day of each month.
4. promote the full array of services available in the NH Works office on all recruitment/outreach efforts, consistent with the protocol and standards set by the Council/Corporation.
5. implement local recruitment/outreach plans in sufficient time to help meet full enrollment and expenditure/obligation performance goals for the Agreement period.
6. budget reasonable and sufficient WIA funding to support local recruitment/outreach plans to participants and employers, subject to administrative spending restrictions.
7. coordinate recruitment/outreach plans with all other NH Works partners.

G. Regarding system management requirements and reporting, the vendor shall -

1. develop and maintain effective financial systems for the planning and budgeting of WIA funds in accordance with WIA regulations and Corporation policy.
2. maintain participant hard copy and electronic case management system files in compliance with WIA rules and regulations, and Council/Corporation procedures and policies.
3. utilize the e-Teams system at the time of registration/intake to avoid incomplete information and/or re-work, and ensure that all WIA customer information is entered into the e-Teams system within a specified period of time in accordance with Council/Corporation policy and procedures.
4. assign an appropriate staff person to assist in the ongoing development of the e-Teams case management system, and to provide ongoing technical assistance and training for field staff on the e-Teams system.
5. notify the Corporation in writing of any e-Teams case management system problems, or any other State-level system management issues that may interfere with the vendor’s ability to monitor and/or report on local performance in a timely manner.
6. comply with all established reporting requirements identified in the agreement accurately and timely. Specifically, provide the Corporation a narrative performance report to support/explain performance data results in January (mid- point) and July (end of Agreement), which shall include specific course corrections if performance is not being met.

H. Regarding contracting responsibilities/requirements, the vendor shall -

1. develop appropriate documents for the payment of WIA Title I Adult and Dislocated Worker funds to eligible training providers and support service vendors prior to authorizing any payments.
2. provide both WIA programmatic and financial technical assistance to eligible training providers and/or support service vendors in WIA Title I Adult and Dislocated Worker issues, rules and regulations.
3. ensure that no assignment or subcontracting of any of the rights or responsibilities of the vendor is initiated unless approved in writing by the Corporation, or unless clearly described in the Statement of Work as written in the Cooperative Agreement.

I. Regarding policies and procedures, the vendor shall -

1. Develop appropriate operational and fiscal policies, and reporting procedures to ensure federal and state goals, objectives, and performance measures are met. Prior to implementation, all policies must be reviewed and approved by the Corporation.
2. train WIA staff in operational policies and reporting procedures.
3. provide staff, in each NH Works local office, access to both hard copy and electronic copies of all policies and procedures developed.
4. ensure that all newly developed policies and procedures are shared with all staff within 10 days of the policy/procedure effective date.
5. engage other NH Works partners in developing new policy and procedures that impact how WIA services are delivered in the NH Works Center.
6. assign administrative level staff to assist in the development/revision of the State WIA Plan, implementation of pilot projects or other undertakings identified and agreed upon by the Council, NH Works Consortium members and the vendor.

J. Regarding monitoring, the vendor shall -

1. conduct a comprehensive internal monitoring of WIA program operations a minimum of two times per year (December (mid-point) and June (end-point), using the monitoring tool developed by the Corporation, and submit a complete copy of each monitoring report to the Corporation.
2. monitor each NH Works office at least once within the program year to ensure program compliance; including the monitoring of any vendor/sub-recipient relationships. A complete copy of each monitoring report shall be submitted to the Corporation.
3. conduct pro-active management and monitoring of end of program performance outcome projections on the local level and making timely program and/or service delivery system adjustments as needed to achieve the outcomes desired.
4. conduct a comprehensive internal fiscal monitoring review at least once per contract period that includes a fiscal review of any and all sub-contracts funded in full or part with WIA funds.
5. cooperate with Corporation monitoring, and allow for full access to information, records and staff for compliance monitoring purposes.
6. respond to monitoring report findings and/or corrective action directives within the time frames specified.
7. assist with problem resolution for any audit and/or federal compliance findings.

H. Regarding participant confidentiality, the vendor shall -

1. maintain participant confidentiality at all times. Confidentiality requirements include any information regarding project applications or participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.

2. take reasonable steps to ensure the physical security of all data gathered, and inform each of its employees, vendors, and sub-recipients having any involvement with personal data or other confidential information, of the laws and regulations relating to confidentiality.
3. train staff in the rules and procedures governing confidentiality, and ensure a signed confidentiality form is included in the personnel file of each WIA-funded staff person.

I. Regarding Rapid Response services, the vendor shall -

1. train staff about, and comply with, the Rapid Response Memo of Understanding (MOU) negotiated by the Council and various NH Works partners.
2. provide timely rapid response services to dislocated workers consistent with the terms of the Rapid Response MOU, and any and all dislocated worker services within the agreement.
3. inform the Council of all planned rapid response activities in advance.
4. assign specific staff to participate on the local rapid response teams, and ensure this staff is readily available to plan and implement rapid response services that meet both company and individual dislocated worker needs.
5. conduct all rapid response sessions and/or workshops in a highly professional manner with quality information and presentation materials to meet business standards.

J. Regarding the Eligible Training Provider (ETP) process, the vendor shall -

1. train staff in the ETP process in the role of assisting participants in understanding the ETP process.
2. train staff in the use of the Consumer Report System (www.NSCITE.org) and utilize this tool to assist customers interested in training services.
3. place in the local policy/procedures handbook, all ETP policy and procedures, both state and local level, including exception/waiver provisions that exist, or may be developed, and train staff in these policies and procedures.

K. Regarding committee meeting responsibilities, the vendor shall -

1. assign the WIA administrative/management staff to serve on the Interagency Director's Group.
2. designate a staff person to represent the service provider on the interagency Professional Development Team.
3. designate a staff person to serve on the e-Teams user group committee.
4. ensure consistent attendance at assigned meetings. (Costs for attending meetings are included in the Cooperative Agreement and may not be billed separate of the agreement).

L. Regarding customer grievance procedures/Customer complaints, the vendor shall -

1. provide all applicants for WIA services a written grievance procedure notice, and ensure that a signed copy attesting to the receipt of this information is included in each applicant's hard copy file.

2. train all staff in the WIA grievance procedure process, which shall take precedence over any other vendor-specific grievance procedures and policies when applied to WIA-funded participants/employees, and ensure that copies of all grievance policy and procedures are available in each NH Works office.
3. inform the Corporation immediately of all complaints both oral and written, formal or informal, which are received by or about any WIA-funded staff.
4. respond to all oral or informal e-mail “complaints” received directly, or forwarded by the Corporation, within two days from receipt of the complaint.

M. Regarding performance goals and reporting requirements, the vendor shall -

1. achieve all performance WIA goals/measures as specified in the agreement.
2. conduct follow-up services for all WIA participant exiters and reporting on results as defined by WIA regulation and Council policy.
3. work in concert with the Performance Accountability and Customer Information Agency (PACIA), a subdivision of NHES’ Economic and Labor Market Information (ELMI) Bureau to populate the Workforce Investment Act Standard Record (WIASRD) through e-Teams and to assure that the appropriate data is collected and tracked to support the PACIA unit in developing the quarterly and annual reports.
4. assist the Council in conducting data validation activities consistent with federal requirements.

IV. Inquiries:

All questions about this Request for Proposals must be submitted in writing by e-mail or fax no later than Friday, February 9, 2007 to:

Cindy Naiditch
Workforce Opportunity Council
Fax: (603) 228-8557
E-mail: cnaiditch@nhworkforce.org

Additional information on the Workforce Investment Act may be found by clicking the “Research, Laws & Regulations” option on www.doleta.gov/workforce.

V. Submission Requirement:

Proposals must be typed. An original proposal with original signatures on the cover sheet and four (4) identical copies of the proposal must be received **by no later than 4:00 p.m. EST on Monday, March 5, 2007** at:

Workforce Opportunity Council
Attn: Cindy Naiditch
64 Old Suncook Road
Concord, NH 03301

Estimated Schedule of Events (subject to change):

<u>Event</u>	<u>Completed by no later than</u>
Submissions to Council/Corporation	March 5, 2007
Committee Review/Selection Process	April 18, 2007
Notification of Award	April 20, 2007
Contract Negotiation/Finalization	June 15, 2007
Begin Delivering Services Under Agreement	July 1, 2007

Scoring of the Proposal:

Qualifications.....	75 points
Budget.....	25 points
<u>TOTAL.....</u>	<u>100 points</u>

Qualifications of Vendor

The vendor’s ability and willingness to perform in the manner outlined in Sections I – III must be clearly illustrated, including the vendor’s approach to a collaborative working style. Past projects that demonstrate an ability to perform the requested work, within the criteria noted in this document must be described in a manner that will provide the Reviewers a clear understanding of qualifications and collaborative working style. Submission of at least two references from previous projects will be looked upon favorably.

Budget and Budget Narrative

The vendor must provide a detailed program staffing budget (based on having a WIA-dedicated presence in the 13 NH Works Centers), as well as an administrative staffing and administrative overhead budget, with a narrative describing the logic used in arriving at the staffing levels/costs presented.

The Council will combine this information with currently known (or estimated) **NH Works cost-sharing agreements** (currently derived using an FTE formula) **and other required system costs** (PACIA, e-Teams, Customer Satisfaction Surveys), **to evaluate the overall cost of the vendor’s proposal**. Please note that these costs are essentially outside of the vendor’s control, and would apply to *any* vendor selected. These costs also ultimately affect the amount available for training participants under the program. Therefore, the vendor should concentrate on illustrating their efficiencies within the range of costs they can control (staffing/overhead).

To assist the vendor in estimating staffing needs, the busiest of the NH Works Centers include Manchester, Somersworth, and Nashua, which currently staff at a level of 2-4 FTEs. The smaller and/or less busy offices staff at a level of ½-1 FTE. Additional information on the location of the 13 NH Works Centers may be found on www.nhworks.org.

For planning purposes, it is expected that the selected vendor will enter into a one-year contract, with an annual option to renew for an additional two (2) years. The renewal option shall be based upon contract performance, as well as the vendor’s willingness to continue. The vendor is requested to present not only the cost for the first contract year, but also to project the renewal cost for each of the two years following the initial contract year. While some negotiation over costs, based on federal allocations, might be anticipated, the expectation is that the projected renewal costs will represent the actual 2nd and 3rd year costs.

Proposal Cover Sheet

Applicant: _____

Contact Person: _____

Mailing Address: _____

Telephone: _____ FAX: _____

E-Mail Address: _____

Federal Tax ID No.: _____

If awarded funding, the applicant hereby certifies and assures that it will fully comply with the following federal regulations (if applicable to your organization):

- 29 CFR Part 96 (Single Audit Act)
- 29 CFR Part 98 (Debarment and Suspension: Drug-free Workplace)
- 29 CFR Part 93 (Lobbying Certification)
- 29 CFR Parts 33, 34, and 37 (Non-discrimination and Equal Opportunity Requirements)
- Assurances (Non-Construction Programs)
- 29 CRP Part 97 (Uniform Administrative Requirements), Part 95 (Administrative Requirements for Institutions of Higher Education, Hospitals, and other Non-Profit Organizations), and any subsequent amendments
- P.L. 101-166, Sec. 511 (Federal Dollar Amount Participation)
- RSA 193:13 (Gun-Free Schools)
- Public Law 105-220, Workforce Investment Act
- 20 CFR Part 652 et al (Workforce Investment Act, Final Rules)

Applicant's signature below indicates organization is agreeing to comply fully with the assurances and certifications as part of its responsibilities as a successful vendor/contractor.

Signature

Date

Printed Name and Title

Certification and Other Terms/Conditions

1. The signing individual certifies that he/she is authorized to contract on behalf of the organization offering this proposal.
2. The signing individual certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreements made for the purpose of restricting competition.
3. When delivering services under an approved contract, the contractor shall work under the supervision of Council staff.
4. The signing individual certifies that there has been no attempt by him/her or anyone in their organization to discourage any potential applicant from submitting a proposal.
5. The signing individual certifies that he/she has read and understands all of the information in this Request for Proposals.
6. The signing individual certifies that his/her organization, and any individuals to be assigned to the project, does not have a record of substandard work and has not been debarred or suspended from doing work with any federal, state, or local government.
7. Unless otherwise deleted or modified by mutual agreement between the Council and the contractor, all general provisions contained on the Proposal Cover Sheet shall be incorporated into the contract.
8. The Council reserves the right to negotiate a best and final offer with applicant selected.
9. Payments shall be made on a cost reimbursement basis (no advances). Invoices shall detail expenses based on the line items in the proposal budget. Generally, the Council will pay invoices within 21 days of receipt, unless questions arise as to the appropriateness of an expense.
10. All information received by the contractor during the course of the contract period is considered confidential, and shall be protected to the utmost ability of the contractor. The contract shall include more specific language on this issue.
11. Any contract awarded under this RFP shall be subject to and interpreted under the laws and jurisdiction of New Hampshire.

Signature

Date

(signed certification/conditions to be returned with the proposal)