

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS  
Outdoor Recreation and Workforce Development**

**RFP DBEA 2022-02**

**Section 1 – Overview and Schedule**

**A. Executive Summary**

The Department of Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO) is soliciting Request for Proposals (RFP) on behalf of the State Workforce Innovation Board (SWIB). The RFP is an opportunity for the interested contractor to submit proposals to establish business development opportunities for the emerging economic sector of Outdoor Recreation in New Hampshire. The anticipated period of performance is January 1, 2022 through December 31, 2024.

The qualified contractor will assist with predevelopment strategies, program finance planning and development, and application assistance to various state, federal and private funding programs, in the interest of establishing Outdoor Recreation as a self-funded industry following the conclusion of the award. The qualified contractor will assist in locating access to existing programs, tools and funding that would be relevant to coordinated project development. Successfully completed, the contractor will assist in establishing programs that bring together employers and workers as well as public, and private sources of funding that advance the outdoor industry to a sustainable and responsible future focused on economic development, infrastructure, conservation, stewardship, workforce, education, and health and wellness. The award of the contract is contingent on approval by Governor and Executive Council.

The proposed services will be 100% funded under the Workforce Innovation and Opportunity Act (WIOA) of 2014, P.L. 113-128, from part of an award from the U.S. Department of Labor Employment and Training Administration for 10% Discretionary Funds totaling \$804,976; CFDA#s 17.258, 17.278, and 17.259 .

BEA and its programs are equal opportunity employers/programs. Auxiliary aids and services are available upon request by individuals with disabilities. New Hampshire Relay Service – 711

**B. Schedule**

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFP Released to Proposers (Advertisement)	August 16, 2021	9:00 AM
Proposer Inquiry Period Ends	August 27, 2021	4:00 PM
Final Agency Responses to Proposer Inquiries	September 3, 2021	4:00 PM
Proposers Submit Proposals	September 24, 2021	4:00 PM
Estimated Notification of Selection and Begin Contract Negotiations	October 20, 2021	4:00 PM
Targeted Governor and Council Meeting	November 22, 2021	
Anticipated Contract Start Date	January 1, 2022	

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

The Department of Business and Economic Affairs is dedicated to enhancing the economic vitality of the State of New Hampshire while promoting it as a destination for domestic and international visitors. For more information visit [nheconomy.com](http://nheconomy.com), [choosenh.com](http://choosenh.com), [nhworks.org](http://nhworks.org), and [visitnh.gov](http://visitnh.gov).

## Section 3 – Proposed Scope of Work

The Office of Workforce Opportunity (OWO) is dedicated to enhancing the economic vitality in the state of NH while promoting it as a destination for both domestic and international visitors. Together, OWO and the State Workforce Innovation Board (SWIB) are dedicated to increasing development of workforce through education and training opportunities that seek to meet the needs of visitors to New Hampshire, employers and workers.

Using a **\$360,000** funding level, proposals must be based on a **36 month** period beginning January 1, 2022 and ending December 31, 2024. Proposals must address each item listed below, as well as additional items at the bidder's discretion:

- 1) Enhance the capacity of, and provide support for local development efforts for the Outdoor Recreation industry in New Hampshire with a focus on education, career pathways and workforce development.
- 2) Promote job creation through the establishment of new economic development initiatives within the Outdoor Recreation industry in New Hampshire.
- 3) Leverage the Outdoor Recreation industry as a talent retention and attraction mechanism to keep workers in New Hampshire and to bring more workers into New Hampshire from other states.
- 4) Provide technical assistance and support to potential projects that will improve New Hampshire's economic opportunities.
- 5) Deploy predevelopment strategies such as conducting feasibility studies, developing business plans and project budget development, and assisting with planning and zoning approval. Additional assistance would include grant writing and introductions to other resources.
- 6) Work with the State of New Hampshire and the Office of Workforce Opportunity/SWIB to identify sources of funding to fill the gaps, both public and private.
- 7) Screen project proposals for eligibility to various funding sources.
- 8) Assist the New Hampshire Department of Business and Economic Development in responding to requests for assistance.

The contract deliverables are:

- A minimum of monthly meetings with OWO/SWIB Staff.
- An accounting of all staff time and expenses, on at least a quarterly basis, related to State Capacity Grant related activities.
- Provide a technical assistance report on projects they have assisted, by September 1<sup>st</sup> of each year covering the prior year.
- Provide a list of projects for potential funding.
- Provide a monthly update on measurable actions taken, developed in consultation with OWO.
- Provide a number of applicants that would be assisted at the specified level of funding.
- Develop a plan to leverage awarded funding from OWO into long term program implementation following the end of the award.

## 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 the Department of Business and Economic Affairs no later than the time and date specified in the Schedule section, herein. Proposals may be submitted electronically. If proposals are hand-delivered, deliver to the Office of Workforce Opportunity at the Department of Business & Economic Affairs office at 100 Main St., Concord, NH. Proposals must be addressed to:

**State of New Hampshire**  
**Department of Business and Economic Affairs**  
**Office of Workforce Opportunity**  
c/o  
**Joseph A Doiron**

Electronic proposals must be submitted to: [Joseph.A.Doiron@livefree.nh.gov](mailto:Joseph.A.Doiron@livefree.nh.gov)

Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE**  
**RESPONSE TO RFP 2022-02**  
**Outdoor Recreation and Workforce Development**

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:

- a) One electronic copy of the Proposal with all Confidential Information fully redacted, as provided for in Section 7E of this RFP.

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 [Joseph.A.Doiron@livefree.nh.gov](mailto:Joseph.A.Doiron@livefree.nh.gov)

Inquiries must be received by the Agency's RFP Point 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.

### **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 the Agency regarding this RFP is forbidden unless first approved by the RFP Point 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 Point 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:

### **Organization and Experience**

- Complete "Contractor Data Sheet" (Attachment A).
- Overview of the company and key personnel.
- A written one-page introductory statement including:
  - Experience in providing services as described in Section 3.
  - Expertise of participating personnel including a description of training and development programs that ensure all personnel assigned to contract are capable and qualified.
- A written one-page narrative detailing the implementation of the identified deliverables, with language speaking to an understanding of the unique challenges and opportunities faced by New Hampshire's workforce shortages and outdoor recreation development
- Provide resumes/portfolios of individuals or subcontractors performing major duties and functions under the proposed contract; include role, responsibility, and qualifications.
- Provide at least three recent client references, with related projects. Include contract/service dates and contact information.
- Budget – Complete Budget and Budget Narrative (Attachment B).
- Demonstrate the organizations financial capability to provide the work described in Section 3: Scope of Work. Audited financial statements, or satisfactory alternate proof of financial stability will be required prior to award of contract.
  - An Offeror, if requested, must be prepared to present evidence of financial standing necessary to meet the requirements set forth in the proposal.

## **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:

- Experience and Qualifications of key staff and subcontractors (30 points)
- Overall strategy and approach, methodology (30 points)
- Creativity/Innovation (20 points)
- Budget Approach/Cost Effectiveness (20 points)
- Grand Total (100 points)**

If the Agency, determines to make an award based on these evaluations, the Agency will notify the selected Proposer(s). Should the Agency be unable to reach agreement with the selected Proposer(s) during Contract discussions, the Agency may then undertake Contract discussions with the next preferred Proposer and so on, or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

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 (if necessary);
- Final Evaluation of Technical Proposals and scoring;
- 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 will review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6. Should a Proposer fail to achieve 70 Points in the preliminary scoring, it will receive no further consideration from the evaluation team.

### **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. 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.

## **H. Final Selection**

The Agency will conduct a final selection based on the final evaluation of the initial proposals and begin contract negotiations with the selected Proposer(s).

## **I. 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.

Additionally, the funds authorized via this RFP are 100% federal funds, therefore upon contract award, the Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Therefore, program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

***“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”***

## 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 and availability of federal funds 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 Attachment A.

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.

**CONTRACTOR DATA SHEET**

(To be completed by Offeror)

1. Years in business: Indicate the length of time you have been in business providing this type of service:  
 \_\_\_\_\_ years                  \_\_\_\_\_ months

2. References: Indicate below at least three (3) accounts for whom you have provided consultancy services, of which at least two will be related to consortium management/sector organization. Include the date services were furnished, and contacts.

Client	City / State	Dates of Service	Contact Name / Phone / E-mail

3. Are you a subsidiary firm?    \_\_\_ yes    \_\_\_ no

If yes, list the location of your parent affiliation:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_

4. List total number of employees: \_\_\_\_\_ Full-time    \_\_\_\_\_ Part-time/other

**Authorized Signature(s)**

This form must be completed and signed by an officer of the company

Name of Firm: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Date of incorporation: \_\_\_\_\_

If not a corporation, state the type of business organization, names and addresses of the owners, address and phone of the principle place of business, date business began, and state in which organized.

I certify the accuracy of this information.

Signature: \_\_\_\_\_

Name and title (print or type): \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment B**

**Budget and Budget Narrative**

Please complete the table below (in detail) with a list of line items and costs needed to perform the duties identified in Section 3 – Scope of Work.

**Estimate of Total Costs**

<b>Line Item</b>	<b>Direct Charge</b>	<b>Indirect Charge</b>	<b>Total</b>
Personnel			
Salaries			
Benefits			
Travel			
Supplies			
Communications / Marketing			
Other			
<b>Grand Totals</b>			

Budget Narrative:

- Please provide supporting narrative for each of the cost line items.
- Please provide your approved indirect cost rate, if applicable. If your entity does not have an approved indirect cost rate, a 10% De-Minimis Indirect Cost Recovery Rate can be applied.