



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS  
Broadband Consultant RFP (Coronavirus Capital Project Funds)  
RFP DBEA 2023-05**

## **SECTION 1 – Overview and Schedule**

### **A. Executive Summary**

When the COVID-19 pandemic began in early-2020 and shuttered businesses and schools throughout New Hampshire, the State recognized the opportunity that was being lost on some of the most rural residents who had limited access to a reliable internet connection. This lack of connectivity was preventing children from learning, families from working, and individuals from being able to seek critical health care services. In 2020, when Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), New Hampshire made the decision to allocate their \$13 million grant to enhancing broadband infrastructure in the State’s most rural regions. In 2022, New Hampshire will be allocating more than \$110 million in Coronavirus Capital Project Funds (CPF) from the American Rescue Plan Act of 2021 and a minimum of \$100 million from the Bipartisan Infrastructure Law (BIL) for broadband connectivity. The goal of these investment was – and is – to support the State’s most rural communities with the connectivity they needed to enable work, education, and health among the population. Since the development of this infrastructure, the State has heard countless testimonials from residents whose children were able to maintain their schooling and who were able to keep their jobs even though the world had shifted into remote access – opportunities that were only possible because of the investment that the State made in critical broadband infrastructure.

Within the CPF are resources available to provide third-party assistance to both the Broadband Office within the New Hampshire Department of Business and Economic Affairs (BEA) and for the local government entities accessing federal funds toward broadband expansion. Within the above resources is a blend of various federal rules, guidance, and reporting requirements that will necessitate assistance for both the state and local governments participating in this funding.

BEA is seeking proposals from qualified applicants for multi-year assistance to address the issues stated within the executive summary and, in more detail, within the Scope of Service section. The State anticipates awarding this contract to a single applicant for a term of up to three years. BEA will provide a portion of the allocated CPF funds, a total of not to exceed \$2.4 million, for the purposes of fulfilling the requirements set forth in this RFP.

Because ARPA federal funds are being used, the Grant Agreement issued will be a sub-award and BEA will be required to ensure compliance with all federal guidance, including the applicable requirements of the Code of Federal Regulations Part 200 (Uniform Guidance) or 2 CFR 200.

To meaningfully affect the State of New Hampshire’s response to COVID-19 and to comply with CPF requirements, all expenditures under this program will end by December 31, 2026.

**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 (unless otherwise indicated, “Local Time” is Eastern Daylight Time).

EVENT	DATE	LOCAL TIME
RFP Released to Proposers (Advertisement)	Sept. 29, 2022	
Proposer Inquiry Period Ends	Oct. 7, 2022	4:00 PM
Final Agency Responses to Proposer Inquiries	Oct. 14, 2022	4:00 PM
Proposers Submit Proposals	Oct. 28, 2022	3:00 PM
Estimate Timeframe for Planned Evaluations	Nov. 9, 2022	TBD
Estimated Notification of Selection and Begin Contract Negotiations	Nov. 16, 2022	
<b>Anticipated Contract Start Date</b>	<b>Jan. 1, 2023</b>	

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

The Department of Business and Economic Affairs, home of New Hampshire’s Broadband Office, 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 [www.nheconomy.com](http://www.nheconomy.com) or [www.choosenh.com](http://www.choosenh.com).

**SECTION 3 – Proposed Scope of Work**

The Contractor may provide any of the following services specifically related to the Coronavirus Capital Project Funds (CPF), at the request and direction of BEA:

- A. Supplement the ongoing work of BEA’s Broadband Office as needed, including, but not limited to:
  - i. Providing information and analysis on the variety of funding types available to BEA in terms of telecommunications;
    - a. For example: Identify funding allocations that may be used for the building, accessibility, affordability, and maintenance of fixed and mobile broadband internet, as well as identifying potential state and third-party partners best suited to manage or facilitate funding opportunities;

- ii. Engaging stakeholders as directed by BEA to aid in program development;
  - iii. Assessing the State and BEA specific public-transparency efforts and success metrics, comparing those efforts to other states, and making recommendations on potential changes;
  - iv. Updating BEA senior leadership on developments within the federal government and non-governmental entities on potential state and local funding availability, rules, regulations, guidance, FAQ, and reporting requirements;
  - v. Engaging in program development and roll-out, if needed; and
  - vi. Assessing potential for collection and uses of outcome measurements and metrics.
- B. Assist BEA and the State in maximizing federal funding currently available and helping position projects for future funding sources, including, but not limited to:
- i. Providing state-level, federal regulatory, guidance documents, and FAQ review and implementation, NH-specific guidance, and funding strategy advice with respect to broadband-specific funding packages at the federal and non-federal level;
  - ii. Assisting in providing feedback to the federal government related to funding guidance; and
  - iii. Gathering feedback submitted to the federal government by other states, organizations, and entities.
- C. Create funds guidance material and/or training, including, but not limited to:
- i. Providing agency, sub-state, and public documentation, reports, and/or webinars that may help provide clarity in regard to funding guidance.
- D. Provide guidance related to reporting requirements/submissions.
- E. Assist municipalities, counties, and nonentitlement units of local government with broadband funds, including, but not limited to:
- i. Providing high-level guidance to localities and counties on availability and use of federal funds;
  - ii. Creating and providing a custom reporting table for U.S. Treasury reporting relative to those funds;
  - iii. Training on program design and reporting requirement (such as webinars or teleconferences);

- iv. Guidance on best practices for transparency efforts;
- v. Assist BEA and the Broadband Office in answering questions and inquiries from localities and counties in regard to federal and state funding reporting, acceptable use, and timelines; and
- vi. Other high-level support for localities and counties as needed and directed by BEA, which may include more detailed program design efforts.

## **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 BEA no later than the time and date specified in the Schedule section, herein. **Proposals must be submitted electronically** to the State’s designated Point of Contact:

**Cynthia Harrington**

**[cynthia.j.harrington@livefree.nh.gov](mailto:cynthia.j.harrington@livefree.nh.gov)**

Emails pertaining to this proposal must be clearly marked in the Subject Line as follows:

**STATE OF NEW HAMPSHIRE RESPONSE TO RFP BEA 2023-05 NH Broadband Contract**

Unless waived as an immaterial deviation in accordance with Section 6H, 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 misaddressed or mislabeled documents not delivered or undeliverable for whatever reason.

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

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

Applicants should consider file size when submitting an electronic proposal and strive to keep attachments in a single email below 15 megabytes. Multiple emails may be necessary to transmit a single proposal. To guard against responses potentially being overlooked due to being quarantined by the State’s spam protection software, it is strongly recommended that an email with no attachments be sent to the contact person initially stating that email(s) containing a proposal are to follow.

No changes or additions to a proposal will be accepted after the specified due date and time. If necessary, Applicants may be contacted for clarification of information submitted.

Proposers who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

### **B. Proposal Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the RFP designated Point of Contact identified in Section 4A.

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**

Applicants must follow the proposal format provided below and shall include the following:

### Organization and Experience

- Verify SAM registration at [www.SAM.gov](http://www.SAM.gov)
- Complete “Contractor Data Sheet” (Attachment A).
- A written one-page introductory statement including:
  - Experience in providing services as described in Section 3.
  - Expertise of participating personnel including, but not limited to, those identified in Attachment A and a description of training and development programs that ensure all personnel assigned to contract are capable and qualified.
- Proposals must address strategy, analysis, tactics, and budget of each item listed in Section 3: Scope of Work.
- Demonstrate the Offeror’s financial capability to provide the work described in Section 3: Scope of Work.
- Provide resumes/portfolios of individuals or subcontractors performing major duties and functions under the proposed contract; include role, responsibility, and qualifications.
- Provide relevant case studies.
- An oral presentation of proposed strategy, methodologies, and execution (if requested).
- Provide at least four recent client references. Include contract/service dates and contact information.

## 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)
Approach to scope of work	(30 points)
Creativity/Innovation	(20 points)
Budget approach/Cost effectiveness	(20 points)
<b>Grand Total</b>	<b>(100 points)</b>

The Evaluation Committee will select the Applicant based upon the criteria and standards contained in this RFP and from applying the weighting presented in this section. Oral interviews and reference checks, to the extent that they are utilized by the State, will be used to refine and finalize scores.

Should the State be unable to reach an agreement with the selected Applicant during Grant Agreement negotiations, the State may undertake negotiations with the next ranked Applicant and so on. At its sole discretion, the State may reject all proposals, cancel this RFP, or solicit new proposals under a new procurement process. The State may make a partial award at its discretion.

## **B. Planned Evaluations**

The Agency plans to use the following evaluation processes:

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

## **C. Initial Screening**

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

## **D. Oral Interviews and Product Demonstrations (if necessary)**

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.

## **E. Final Evaluation of 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.

## **F. 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.

### **G. Final Selection**

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

### **H. Rights of the Agency in Accepting and Evaluating Proposals**

The Agency reserves the right to:

- Make independent investigations in evaluating Proposals and consider any source of information, including but not limited to State employees, previous customer experiences, internet research, and rating agencies;
- Conduct a review of past performance using any available resources, including a review of reports, analyses, or other materials that would reflect the Applicant's performance;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the Agency's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open contract discussions with the second highest scoring Proposer and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

## **SECTION 7 – Terms and Conditions Related to the RFP Process**

### **A. RFP Addendum**

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

### **B. Non-Collusion**

The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Proposers and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

### **C. Property of the Agency**



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

#### **D. Confidentiality of a Proposal**

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the Agency will be grounds for disqualification.

#### **E. Public Disclosure**

Pursuant to RSA 21-G:37, VII, notwithstanding RSA 91-A:4, information relating to the grant Applications shall remain confidential until the grant contract is approved by the governor and executive council.

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 and availability of funding for the contract.

## **C. Standard Contract Terms**

The Agency will require the successful bidder to execute a Firm Fixed Price Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix A.

The Term of the Contract will be from the effective date of the Grant agreement and run for three (3) The contract shall not run longer than three (3) years and all services must be completed by Dec. 31, 2026 (per federal funding guidance).

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

## **D. Special Terms to Be Included in A Contract Resulting from This RFP**

The selected Applicant will be required to agree to the provisions of the State of New Hampshire Broadband Contract as drafted for CPF funding, all federal requirements related to CPF funding, and any additional provisions based on the specific requirements of this RFP and the Applicant's response to it. All projects will be subject to a compliance review and/or audit by either the State or the US Department of Treasury or their representatives.

The selected Applicant will be required to provide, in a timely manner, all documents necessary for approval of the contract by the Governor, including, but not limited to:

- 1) A current Certificate of Good Standing from the NH Secretary of State
- 2) A notarized Certificate of Authority for the individual signing the contract
- 3) A Certificate of Insurance naming the State of New Hampshire, Department of Business and Economic Affairs as an additional insured and reflecting the following required coverage:

- i) Comprehensive General Liability Insurance. The coverage shall have appropriate riders against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - ii) Automobile liability coverage; and
  - iii) State of New Hampshire Workers' Compensation, as defined by the state.
- 4) A performance bond meeting the following requirements:
- i) The bond shall be in an amount equal to the total project's cost;
  - ii) The bond shall be in place for the duration of construction of the award contract and for 3 months after acceptance by the State;
  - iii) The bond must be in the form and substance satisfactory to the State and shall be maintained by the Selected Applicant in full force and effect until three months after project completion and acceptance of the project by the State, as defined by this RFP and the contract;
  - iv) The bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire. The performance bond shall contain the contract number and dates of performance; and
  - v) The bond shall be executed by the Selected Applicant and their Surety or Sureties, guaranteeing complete execution of the award contract and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the project.
  - vi) The Selected Applicant shall bear the full expense of the bond.