



State of New Hampshire  
Department of Health and Human Services

**REQUEST FOR PROPOSALS**

FOR

Strengthening Citizens and Businesses for Economic Mobility

RFP-2024-DES-07-STREN

RELEASE DATE: December 18, 2023

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**1. PURPOSE AND OVERVIEW**

**1.1. Introduction**

The New Hampshire Department of Health and Human Services (“DHHS”), Division of Economic Stability (“DES”), (“Department”) is seeking responses to this Request for Proposals (solicitation) from qualified Vendors to provide workforce development services focused on assisting current, transitioning, and former New Hampshire Employment Program (NHEP) Temporary Assistance for Needy Families (TANF) participants in obtaining career advancement support services and opportunities that will assist them in achieving continued upward economic mobility.

The Department anticipates awarding one (1) contract per Geographic Region, which are defined in Appendix F, Geographic Regions. The Department may award additional contracts in a Geographic Region at its discretion to ensure sufficient statewide coverage, as services must be provided throughout New Hampshire for the services in this solicitation. **Applicants are required to submit separate proposals for each Geographic Region, if proposing to serve more than one (1) region.**

**1.2. Key Information**

The information in the table below is as anticipated by the Department. All information is subject to change, the availability of funds, and/or approval by the Governor and Executive Council.

<b>Contract Effective Date</b>	Upon Governor and Executive Council approval	
<b>Contract End Date</b>	December 31, 2025	
<b>Renewal Options</b>	The Department may extend contracted services for up to four (4) additional years.	
<b>Funding Source</b>	The Department anticipates using Federal and General funds for resulting contract(s).	
	Assistance Listing #	93.558, FAIN # 22NHTANF
	Award Name	Temporary Assistance for Needy Families
<b>Point of Contact</b>	Sara Kelly, Business Administrator IV Sara.J.Kelly@dhhs.nh.gov 603-271-9546	
From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.		

**1.3. Procurement Timetable**

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	12/18/2023
2.	Vendors Conference Date (optional)	1/03/2023, <b>10:00 AM</b>
3.	Questions Submission Deadline	1/10/2024, <b>12:00 PM</b>
4.	Department Response to Questions Published	1/19/2024
5.	Vendor Solicitation Response Due Date	1/31/2024, <b>12:00 PM</b>

**1.4. Background**

**1.4.1. New Hampshire Department of Health and Human Services (DHHS), Division of Economic Stability (DES), Bureau of Employment Supports (BES)**

The Department is responsible for promoting the health, safety, and well-being of the citizens of New Hampshire. To achieve that goal, the Department provides services for children, families, individuals, and seniors in areas such as: mental health, developmental disabilities, substance misuse, and public health. The Department does this work through partnerships with families, community groups and providers, other state and local entities, and New Hampshire citizens.

DES provides assistance to families in a holistic, multi-generational and integrated approach for individuals, children and families who may be in need of an array of supports that may include, but are not limited to, child care, food, economic assistance, and employment assistance.

BES oversees the NHEP, which is a work support program for low-income families with children. NHEP is funded through the State of New Hampshire and the federal TANF program. A goal of TANF is to end dependency on public assistance by promoting job preparation and employment. An individual receiving TANF (referred to herein as a “participant”) cash assistance is required to participate in the mandatory NHEP work program. Adults who are not exempted from the work program under TANF are required by federal law to participate in the work program. Depending on the age of the youngest child in a family, the TANF parent is required to participate in either twenty (20) or thirty (30) hours per week of approved NHEP activities. Parents who do not meet this mandate may have their TANF cash assistance case closed. All required hours must be verified and approved by Department’s Career Counselors (also referred to as Employment Counselor Specialists) to meet this requirement. The Department’s Career Counselors provide direct services to those individuals who are participants of NHEP. Services focus on assessment, workforce development, education, case management and reduction in obstacles to employment. The Department’s Career Counselors review steps with the participant to overcome obstacles to employment, including connection with economic,

behavioral, or disability resources. Partner with community resources including, Family Resource Centers, mental health centers, substance use centers, New Hampshire Employment Security, as well as state agency resources and others that will address the participant's individual needs.

In conjunction with the U.S. Department of Health and Human Services Administration for Children and Families (ACF), which oversees TANF, the Department has implemented recommendations from the findings of the work done on a state and national level by the Whole Families Approach to Jobs initiative. The project brings together public and private stakeholders across workforce development, human services, and education. The focus of these stakeholders is to identify policy opportunities, lessons learned, and challenges faced by states seeking to implement whole family approaches to economic opportunities that benefit low-income parents. The three (3) primary goals of this initiative are policy alignment, system improvements, and employment equity.

#### **1.4.2. Objective**

The objective of providing workforce development services is to prepare participants for industry-specific, career ladder employment. NHEP focuses on closing skill gaps by ensuring job seekers gain and increase competencies, earning the credentials that businesses require for employment. Additionally, NHEP promotes the upskilling of employees to enhance their eligibility for higher wage positions, while addressing workforce development and overcoming obstacles to employment. By doing so, NHEP aims to build a skilled pipeline of qualified employees to meet the needs of businesses in New Hampshire, while fostering self-confidence and preparing participants to be valued employees.

Through the delivery of these services, the Department seeks to support individuals in gaining skills, education, and workplace experience to continue their career exploration and success, ultimately mitigating the cliff effect and reducing the need for public assistance. Benefits cliffs (the "cliff effect") refers to the sudden and often unexpected decrease in public benefits that can occur with a small increase in earnings.

#### **1.4.3. Covered Populations**

The selected Vendor(s) must provide services as outlined in this RFP to TANF/NHEP participants who:

1.4.3.1. Are currently enrolled in the TANF/NHEP program;

1.4.3.1.1. 100% Earned Income Disregard – in order to qualify for this program, NHEP participants need to be working full time employment, in a position that is on the high demand occupation list maintained by the State Workforce Innovation Board (SWIB), whose employer offers health benefits. If this criteria is met, 100% of the income from said employment will be disregarded for calculating continued eligibility for TANF benefits will be maintained and 100% of the earned income will be disregarded; or

- 1.4.3.1.2. 75% Earned Income Disregard – In order to qualify for this program, NHEP participants need to be working full time employment. If this criteria is met, 75% of their income from said employment will be disregarded in calculating continued eligibility for TANF benefits, while in the pilot. This means that 75% of the earned income will be disregarded and the TANF grant will be reduced by the 25% of the remaining income that is not disregarded.
- 1.4.3.1.3. The 75% and 100% Earned Income Disregard is a pilot program slated to end September 30, 2024.
- 1.4.3.2. Have closed TANF cash and NHEP due to earnings, from the time of cash closure for a one (1) year period.

## **2. STATEMENT OF WORK**

### **2.1. Scope of Services – Applicable to ALL Services**

- 2.1.1. The selected Vendor(s) must provide the following services:
  - 2.1.1.1. **Workforce Development Services**, to assist current TANF/NHEP participants, in obtaining career advancement support services and opportunities that will assist them in achieving continued upward economic mobility as described in Section 2.2.
  - 2.1.1.2. **Post TANF Services**, for participants who closed TANF cash assistance, and NHEP due to earnings, from the time of cash closure for a one (1) year period and those participating in the Earned Income Disregard pilot program, to increase employment retention, reduce recidivism, support ongoing training and learning opportunities that will promote career advancement, including, ongoing reduction of obstacles to employment in efforts to avoid employment loss. Described in Section 2.3.
  - 2.1.1.3. **Pilot Disregard Services (for those actively participating in the 75% or 100% earned income disregard)**, for participants who remain eligible for TANF cash, will receive services as described in 2.3. The disregard pilot will be discontinued as of September 30, 2024 at which point, when participants close cash, they will be eligible for Post TANF Services.
  - 2.1.1.4. The selected Vendor(s) must provide direct services to participants by offering services in a client-friendly office or meeting space in the Geographical Region for which the participant is located. This includes the selected Vendor(s) facility, local libraries, community colleges, community resources centers, One Stop Centers, and other

establishments that are convenient to the participants. Services may be delivered individually, in a group setting, via remote workshops, by telephone, and using email and other technologies, including video conferencing.

- 2.1.1.5. The selected Vendor(s) must participate in meetings with the Department monthly, or as otherwise requested by the Department. Meetings will focus on service delivery, accountability for identified deliverables, collaboration regarding training needs, issues to be addressed, changes to policy/protocol, and general discussions about the progression of the contract to date. Other meetings with the Department include but are not limited to:
  - 2.1.1.5.1. District Office meetings;
  - 2.1.1.5.2. NH Works Partner meetings;
  - 2.1.1.5.3. Community stakeholder meetings; and
  - 2.1.1.5.4. Other meetings, as requested by the Department.
- 2.1.1.6. The selected Vendor(s) must provide program information to the NHEP participants to share the supports that are available to them.
- 2.1.1.7. The selected Vendor(s) must provide individualized services to all participants referred by the Department taking their skills, needs and progress into account while working with them to develop a plan forward.
- 2.1.1.8. In addition to providing individualized services, the selected Vendor(s) may provide group activities if the activities meet the needs of each individual participant.
- 2.1.1.9. The selected Vendor(s) must ensure their staff complete Job Developer Training, within the first year of the contract or within the first year of employment with the selected Vendor(s), unless evidence of having previously completed job developer training Job development training within the first year that would result in a nationally recognized certificate or credential.
- 2.1.1.10. The selected Vendor(s) must participate in on-site monitoring, conducted by the Department on an annual basis, or as otherwise required by the Department, for the purposes of ensuring deliverables are being met. The on-site monitoring includes, but is not limited to:
  - 2.1.1.10.1. Staff interviews.
  - 2.1.1.10.2. Participant interviews.

2.1.1.10.3. Review of program curricula and assigned activities, as applicable.

2.1.1.10.4. Review of documentation and data in the New HEIGHTS system.

2.1.1.11. The selected Vendor(s) must provide Workforce Developer(s) and Post TANF Program staff, as indicated in the Staffing Table, below.

**Staffing Table:**

<b>District Offices</b>	The Department anticipates that over the duration of the contract there shall be at a minimum, the following number of staff to support NHEP participants being served by each district office.	
	<b>Workforce Developer</b>	<b>Post TANF Program</b>
<b>Berlin</b>	1	1
<b>Claremont</b>	1	1
<b>Concord</b>	2	2
<b>Conway</b>	1	1
<b>Keene</b>	1	1
<b>Laconia</b>	1	1
<b>Littleton</b>	1	1
<b>Manchester</b>	2 - 3	2 - 3
<b>Nashua</b>	2	2
<b>Rochester</b>	2	2
<b>Seacoast</b>	1	1

- Hours may be satisfied by multiple positions if the hours of services provided are met.

2.1.1.12. The selected Vendor(s), must provide the following staff to participant ratios in the Staffing Ratio Table, below.

**Staffing Ratio Table:**

<b>Timeframes</b>	The Department expects that all participants in both programs will be served at any given time, while taking into consideration fluctuations in caseloads. Furthermore, the Department understands that it will take the selected Vendor(s) approximately 6-12 months to become fully established, trained and reach the anticipated staff participant ratios identified below.	
	<b>Workforce Developer</b>	<b>Post TANF Program</b>

<b>1/1/24 – 12/31/24</b>	25 : 1	30 : 1
<b>1/1/25 – 12/31/25</b>	25 : 1	35 : 1
<b>1/1/26 – 12/31/26</b>	Ratio will be negotiated.	
<b>1/1/27 – 12/31/27</b>		
<b>1/1/28 – 12/31/28</b>	Ratio to be negotiated, when exercising a renewal option.	

**2.2. Scope of Services – Workforce Development Services**

2.2.1. The selected Vendor(s) must provide services to participants that are in alignment with the Department Career Counselor’s completed assessment and employment plan, which includes immediate, near term and long-term needs, and goals of the participant.

2.2.2. The selected Vendor(s) must ensure that individualized, quality and equitable services are provided to participants that are aligned with and follow the workforce development areas which include, but is not limited to:

2.2.2.1. **Expanded Career Exploration.** The selected Vendor(s) must provide training and support on:

2.2.2.1.1. Labor market tools, utilization and information including: O’Net Bureau of Labor Statistics, Economic Labor Market Information and other state and federal assistance resources;

2.2.2.1.2. Career opportunities that are identified as in-demand with salary range increases and opportunities for upward career advancement;

2.2.2.1.3. Wage projections related to specific industries and sector partner initiative evolvment;

2.2.2.1.4. Employment trends;

2.2.2.1.5. Working with employers to set up job shadows and job tours; and

2.2.2.1.6. Administering and working with skills and interest assessments.

2.2.2.2. **Training and Credentialing Attainment.** The selected Vendor(s) must support and assist NHEP participants with:

2.2.2.2.1. Working with employers to identify the training necessary to fill open positions to address their employee shortages;

2.2.2.2.2. Collaborating with employers and training providers, such as the Community College System and other

educational programs, to develop customized trainings to address the employee shortage needs of New Hampshire businesses; and

2.2.2.2.3. Navigating available opportunities connected to apprenticeships.

2.2.2.3. **Employability Skills Training, Community Service, and Employment Portfolio Development.** The selected Vendor(s) must provide training and development on:

2.2.2.3.1. Resumes: Update to address specific occupational/industry language.

2.2.2.3.2. Cover Letters.

2.2.2.3.3. Employment applications.

2.2.2.3.4. Interview skills and preparedness.

2.2.2.3.5. Utilizing existing labor market tools and information.

2.2.2.3.6. Utilizing various job search training methods.

2.2.2.3.7. Interpersonal soft skills.

2.2.2.3.8. Collaborating and partnering with community service agencies to increase work readiness skills.

2.2.2.4. **Work Experience/Internship.** The selected Vendor(s) must:

2.2.2.4.1. Develop work experience/internship opportunities that are in line with participant career goals.

2.2.2.4.2. Monitor participant progress at the work experience/internship site.

2.2.2.4.3. Develop and execute work experience agreements with both employers and participants.

2.2.2.4.4. Work with participants in collaboration with businesses through the on-boarding process.

2.2.2.5. **Career Ladder Employment and/or On-The-Job Training Support.** The selected Vendor(s) must assist and support participants in all areas of their employment including, but not limited to:

2.2.2.5.1. The on-boarding process.

2.2.2.5.2. Job retention.

2.2.2.5.3. Workforce development training and other services related to employment stabilization.

- 2.2.2.5.4. Career development and advancement.
- 2.2.2.5.5. Wage progression.
- 2.2.2.5.6. Re-employment supports and services.
- 2.2.3. The selected Vendor(s) must become familiar with and have a strong working knowledge and understanding of the New Hampshire's Work Verification Plan and how that plan guides service delivery based on the twelve (12) allowable federal TANF activities located on pages 6782-6795 of the Federal Register <https://www.govinfo.gov/content/pkg/FR-2008-02-05/pdf/08-455.pdf> .
- 2.2.4. The selected Vendor(s), in collaboration with the Department, must provide support and direct navigation with participants to address and/or remove challenges to employment, including but not limited to:
  - 2.2.4.1. Transportation.
  - 2.2.4.2. Child care.
  - 2.2.4.3. Family and work balance.
  - 2.2.4.4. Other challenges to employment that may include, but are not limited to:
    - 2.2.4.4.1. Mitigating obstacles while employed;
    - 2.2.4.4.2. Assistance with new employee acclimation to the workplace;
    - 2.2.4.4.3. Conflict resolution; and
    - 2.2.4.4.4. Assistance with unforeseen challenges, including but not limited to:
      - 2.2.4.4.4.1. Car repairs;
      - 2.2.4.4.4.2. Assistance with necessary tools of the trade; and
      - 2.2.4.4.4.3. Workplace uniforms and clothing.
- 2.2.5. In order to broaden opportunities available to participants, the selected vendor(s) must collaborate with other workforce agencies, including but not limited to:
  - 2.2.5.1. All State of New Hampshire Workforce partners including:
    - 2.2.5.1.1. Agencies funded by the Workforce Innovation Opportunity Act (WIOA).
    - 2.2.5.1.2. NH Department of Education, Vocational Rehabilitation.
    - 2.2.5.1.3. NH Employment Security, One Stop Centers.
    - 2.2.5.1.4. Family Resource Centers.

2.2.5.1.5. Other community partners

- 2.2.6. The selected Vendor(s) must collaborate with other workforce agencies and partners to coordinate and/or blend multiple funding streams necessary to support the NHEP/TANF population with tuition, reduction in challenges to employment, and employment needs, in order to prepare participants to transition from public assistance.
- 2.2.7. The selected Vendor(s) must collaborate with other workforce and training providers to maintain current knowledge of the various credentialing, training, on-the-job training (OJT), apprenticeship and direct employment opportunities that are available in order to offer those opportunities to NHEP participants.
- 2.2.8. The selected Vendor(s) must work in collaboration with employers, Department Career Counselors, and participants to ensure that all parties are communicating appropriately, timely.
- 2.2.9. The selected Vendor(s) must report all participant changes, including changes in employment status, to the Department Career Counselors within two (2) calendar days.

2.2.10. **Reporting Requirements**

2.2.10.1. The selected Vendor(s) must enter individual participant data into the Department's New HEIGHTS system at least monthly, that includes, but is not limited to:

- 2.2.10.1.1. Employment data.
- 2.2.10.1.2. Service delivery data.
- 2.2.10.1.3. Any required documents.
- 2.2.10.1.4. Updates to participant contact information.

2.2.10.2. The selected Vendor(s) must submit a monthly programmatic statistical report to the Department's Bureau Chief of Employment Supports or designee by the tenth (10<sup>th</sup>) calendar day following the end of the reporting period of each month, that includes, but is not limited to:

- 2.2.10.2.1. Number of Work Experiences/Community Service agreements developed.
- 2.2.10.2.2. Number of Work Experiences/Community Service agreements actually started.
- 2.2.10.2.3. Total number of participants in Work Experiences.
- 2.2.10.2.4. Number of participants in Work Experience that led to On-the-Job Training (OJT).
- 2.2.10.2.5. Number of participants in a Work Experience that led to direct employment.

- 2.2.10.2.6. Number of participants in an OJT.
- 2.2.10.2.7. Number of OJT's that led to direct employment.
- 2.2.10.2.8. Number of referrals received from Department Career Counselors in the month.
- 2.2.10.2.9. Number of overall active participants in the month.
- 2.2.10.2.10. Number of contacts with participants made in the month, broken down by the following contact methods, that include but are not limited to:
  - 2.2.10.2.10.1. Phone Contact.
  - 2.2.10.2.10.2. Email and other technologies.
  - 2.2.10.2.10.3. Video Conferencing.
  - 2.2.10.2.10.4. In-Person.
  - 2.2.10.2.10.5. In a group setting including workshops and job fairs.
- 2.2.10.2.11. Number of participants who entered employment.
- 2.2.10.2.12. Number of job losses in the month.
- 2.2.10.2.13. Any other data requested by the Department.

**2.3. Scope of Services – Post TANF Services for NHEP**

- 2.3.1. The selected Vendor(s) must make and document at least three (3) contact attempts to successfully engage each individual that is offered services in the Post TANF Program within ten (10) business days of receipt of a referral from the Department, which will include the NHEP participant contact information.
- 2.3.2. The selected Vendor(s) must utilize the Department's New HEIGHTS system, to document all contact and activities with participants in the Post TANF Program.
- 2.3.3. The selected Vendor(s) must ensure that different contact methods are utilized, in efforts to reach Post TANF participants and/or participants in the Disregard Pilot Program, including in-person, at the home of the participant, and/or in-person in the community, when necessary and appropriate. Contact and/or services should be provided no less than twice per month.
- 2.3.4. The selected Vendor(s) must provide resources and services to meet the individual needs of the participant in an effort to assist the participant in meeting their employment goals including but not limited to: referrals for services, direct delivery of services and authorize payment for services.
- 2.3.5. **Transitional Workforce Services:**
  - 2.3.5.1. The selected Vendor(s) must ensure that individuals receive transitional workforce services to assist them in transitioning from one

job to another or from one career area to another, on an as needed basis in the following areas:

- 2.3.5.1.1. Career counseling;
- 2.3.5.1.2. Workforce development training and other services related to employment stabilization;
- 2.3.5.1.3. Job retention; and
- 2.3.5.1.4. Post TANF employment.

**2.3.6. Stabilization and Support Services:**

2.3.6.1. The selected Vendor(s) must approve and provide payment for stabilization and support services, as referenced in Appendix I – NHEP Employment & Training Support (ETS) Activities Interface in New HEIGHTS & Bridges, on an as needed basis in the following areas:

- 2.3.6.1.1. Transportation allowances;
- 2.3.6.1.2. Auto repairs;
- 2.3.6.1.3. Dental care;
- 2.3.6.1.4. Uniforms and tools;
- 2.3.6.1.5. Eye glasses; and
- 2.3.6.1.6. Child care.

2.3.6.2. The selected Vendor(s) must coordinate with appropriate local resources to connect participants, on an as needed basis to the services and assistance that will support them in their progression toward upward economic mobility.

2.3.6.3. **High School Credential Attainment.** The selected Vendor(s) must:

- 2.3.6.3.1. Have a working knowledge of the Adult Education system in New Hampshire and support participants in navigating the services required to work toward the obtainment of their High School Credential.
- 2.3.6.3.2. Provide assistance and support to participants in all aspects of the attainment of a secondary school diploma (HS/HiSet).

**2.3.7. Job Retention/Post-Employment Services:**

2.3.7.1. The selected Vendor(s) must provide and ensure that participants receive the following job retention and post-employment services, on an as needed basis, in the following areas:

- 2.3.7.1.1. Ongoing communication consistent with the needs of the participants;

- 2.3.7.1.2. Support with employment issues as they arise;
- 2.3.7.1.3. Interpersonal skills;
- 2.3.7.1.4. Workplace mentoring;
- 2.3.7.1.5. Crisis prevention and resolution;
- 2.3.7.1.6. Linkages with job training; and
- 2.3.7.1.7. Occupational skills training to obtain, maintain and upgrade employment.

**2.3.8. Wage Progression:**

- 2.3.8.1. The selected Vendor(s) must provide and ensure that referred participants receive wage progression services, in the following areas, as needed:
  - 2.3.8.1.1. Self-advocacy and leadership skills;
  - 2.3.8.1.2. Occupation and wage information;
  - 2.3.8.1.3. Financial literacy training, including:
    - 2.3.8.1.3.1. Household budgeting;
    - 2.3.8.1.3.2. Methods to increase of credit scores;
    - 2.3.8.1.3.3. Banking, including checking and saving accounts; and
    - 2.3.8.1.3.4. Interest rates.
  - 2.3.8.1.4. Earned Income Tax Credit and Child Tax Credit counseling; and
  - 2.3.8.1.5. Work Opportunity Tax Credits.

**2.3.9. Re-Employment Services:**

- 2.3.9.1. The selected Vendor(s) must provide and ensure that referred participants receive the following re-employment services to reach their desired career goals:
  - 2.3.9.1.1. Comprehensive workforce development and job search skills;
  - 2.3.9.1.2. Job leads and introductions to employers; and
  - 2.3.9.1.3. Assistance with reactivating available benefits during re-employment search phase and/or during occupational training.

**2.3.10. Reporting Requirements**

- 2.3.10.1. The selected Vendor(s) must enter individual participant data and updates into the Department's New HEIGHTS system on the day that contact is made and/or services are delivered. Updated contact/service data must include, but is not limited to:
  - 2.3.10.1.1. Employment data.
  - 2.3.10.1.2. Post-Secondary enrollment/achievement data.
  - 2.3.10.1.3. Client demographics
  - 2.3.10.1.4. Service delivery data.
  - 2.3.10.1.5. Any required documents.
  - 2.3.10.1.6. Participant contact data.
- 2.3.10.2. The selected Vendor(s) must submit a monthly programmatic report, to the Department's Bureau Chief of Employment Supports or designee by the tenth (10<sup>th</sup>) of each month, to the Department, including but not limited to:
  - 2.3.10.2.1. Number of referrals from Department Career Counselors in the month.
  - 2.3.10.2.2. Number of individuals that became active participants from referrals received in the month.
  - 2.3.10.2.3. Number of overall active participants in the month.
  - 2.3.10.2.4. Number of cumulative active participants to date in the contract year (non-duplicative count).
  - 2.3.10.2.5. Number of contacts in the month including type of contact.
  - 2.3.10.2.6. Number of participants who entered employment.
  - 2.3.10.2.7. Number of job losses in the month.
  - 2.3.10.2.8. Number of participants enrolled in education.
  - 2.3.10.2.9. Number of participants who discontinued education prior to completion.
  - 2.3.10.2.10. Number of participants who completed education.

## **2.4. Mandatory Questions**

- 2.4.1. In response to this solicitation, Vendor(s) must respond to the Mandatory Questions in Appendix D, Technical Responses to Questions.

*Q1 Provide your organization's plan for operating a program in the Geographical Region for which you are applying to provide seamless service delivery (post NHEP exit) and with the further development and implementation of individual career and/or educational*

*plans for NHEP participants to successfully reach their employment goals and long-term attachment to the labor market, including:*

- a. A specific focus on individual goal setting, career planning, educational planning, workforce development, employer outreach, and case management.*
- b. A summary of your business and community services networking, familiarity with local labor market trends and conditions, employer partnerships, and similar community initiatives.*
- c. How services will be provided to participants with Limited English Proficiency (LEP) and those facing cultural differences and adjustment issues as a barrier to employment. See Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements.*

*Q2 Describe your organization's infrastructure to support the services in this RFP in the Geographic Region for which you are applying, including but not limited to: office space, program space locations, and equipment.*

*Q3 Explain your capacity to provide the services required in this RFP, and provide a detailed staffing plan in Appendix G – Program Staff List that clearly demonstrates organizational roles and responsibilities, including an organization chart.*

*Q4 Describe your organization's experience and any notable successes providing services to the covered populations or similar populations. Please include what you consider to be the best practice approach to providing workforce development, employment and post-employment services to participants. Provide examples of your organization's experience with providing problem solving assistance as well as your organizations approach to addressing challenges to workforce development and employment, including but not limited to time sensitive crisis and unexpected events for participants and their families that might interfere with them obtaining or retaining employment.*

*Q5 Describe your organization's experience and approach to providing services in the allowable workforce activities that may include but are not limited to: Unsubsidized Employment, On-the-Job Training, Work Experience, Community Service Programs, Job Readiness and Job Search, Vocational Educational Training, Job Skills Training Directly Related to Employment, Education Directly Related to Employment, and Satisfactory Attendance at Secondary School, as referenced in Section 2.2.3., above.*

*Q6 Describe, in detail, quality assurance and improvement activities which demonstrate your experience, commitment and capacity to perform the activities and services listed in this solicitation.*

### **3. SOLICITATION RESPONSE EVALUATION**

- 3.1.** The Department will evaluate responses from Vendor(s) based upon the criteria and standards contained in this solicitation and by applying the points set forth below. Vendor(s) are advised that this is not a low cost award and that the scoring of the Cost

Proposal will be combined with the scoring of the Technical Response to determine the overall highest scoring Vendor.

<b>TECHNICAL RESPONSE</b>	<b>POSSIBLE SCORE</b>
<b>Implementation Plan (Q1)</b>	200 Points
<b>Infrastructure Plan (Q2)</b>	100 Points
<b>Capacity/Staffing Plan (Q3)</b>	100 Points
<b>Experience with Population &amp; Challenges (Q4)</b>	100 Points
<b>Experience with Workforce Activities (Q5)</b>	100 Points
<b>Quality Assurance &amp; Improvement (Q6)</b>	100 Points
<b>Technical Response – Total Possible Score</b>	<b>700 Points</b>

<b>COST PROPOSAL</b>	<b>POSSIBLE SCORE</b>
<b>Vendor Budget Narrative Evaluation (see Section 3.3 below)</b>	150 Points
<b>Vendor Total Cost (see formula below)</b>	150 Points
<b>Cost Proposal – Total Possible Score</b>	<b>300 Points</b>

<b>MAXIMUM POSSIBLE SCORE</b>	<b>1,000 Points</b>
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### 3.2. Preliminary Scoring of Technical Responses

3.2.1. The Department will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a Vendor fail to achieve **350 minimum points** in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor’s Cost Proposal will remain unopened.

### 3.3. Scoring of Cost Proposals

3.3.1. Vendor Budget Narrative Evaluation: The Vendor(s) must:

3.3.1.1. Complete Appendix E, Budget Sheet, including the Budget Narrative and Salary Breakdown for each State Fiscal Year (July 1 through June 30).

3.3.2. Provide a Budget Narrative that explains the specific line-item costs included in the Appendix E, Budget Sheet and their direct relationship to meeting the objectives of this RFP. The Budget Sheet, Narrative and Salary Breakdown

(Appendix E) will be scored based on the following criteria to evaluate allocation of cost:

0-50	51-100	101-150
Relationship of costs relative to the proposed services is not understood.	Relationship of costs relative to the proposed services is somewhat understood.	Relationship of costs relative to the proposed services is fully understood.
Costs do not directly align with objectives, requirements, and/or proposed services of the RFP.	Costs somewhat align with objectives and proposed services of the RFP.	Costs fully and directly align with objectives and proposed services of the RFP.

3.3.2.1. **Vendor Total Cost:** The following formula will be used to assign points for Vendor Cost:

$$\text{Vendor's Cost Score} = (\text{Lowest Total Proposed Cost} / \text{Vendor's Total Proposed Cost}) \times \text{Maximum Number of Points for Vendor Cost.}$$

For the purpose of use of this formula, the lowest proposed cost is defined as the lowest total cost proposed in Appendix E, Budget Sheet by a Vendor that has not been disqualified.

*\*For example:*

*Vendor A proposes \$100,000*

*Vendor B proposes \$200,000*

*Maximum Number of Points for Vendor Cost = 150 points.*

*Vendor B Vendor Cost*

$$= (\$100,000/\$200,000) \times 150 = 75 \text{ total points.}$$

For the purpose of use of this formula, the lowest proposed cost is defined as the lowest total cost proposed by a Vendor that has not been disqualified and received the minimum points during preliminary scoring of technical responses as specified above.

Fractions of points will be rounded up to the nearest whole number of points.

## 4. SOLICITATION RESPONSE PROCESS

### 4.1. Vendors Conference

4.1.1. A Vendors Conference will be held virtually on the date specified in Subsection 1.3, Procurement Timetable. The Vendors Conference will serve as an

opportunity for Vendors to ask specific questions of State staff concerning the technical requirements of the Solicitation.

- 4.1.2. Attendance at the Vendors Conference is not mandatory but is highly recommended. Good faith potential vendors and their representatives interested in attending the Vendors Conference must preregister at: <https://nh-dhhs.zoom.us/meeting/register/tZYldu-vrT0rG9T1gWSxhz5vSycuUvN-EmsM#/registration>

## **4.2. Questions and Answers**

### **4.2.1. Vendors' Questions**

- 4.2.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.
- 4.2.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 4.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3., Procurement Timetable.

### **4.2.2. Department Responses**

- 1.1.1.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 1.3., Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>). This date may be subject to change at the Department's discretion.

### **4.2.3. Exceptions**

- 4.2.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3., Vendor(s) may not request exceptions to the Scope of Services or any other sections of this Solicitation.

4.2.3.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.

4.2.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered. **In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.**

#### **4.3. Solicitation Amendment**

4.3.1. The Department reserves the right to amend this Solicitation by publishing any addenda, as it deems appropriate, prior to the Submission Deadline on its own initiative or in response to issues raised through Vendor questions. In the event that an addendum is published, the Department, at its sole discretion, may extend the Submission Deadline.

### **5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS**

**5.1.** Responses to this Solicitation must be submitted electronically via email to **rfx@dhhs.nh.gov** **AND** to the Contract Specialist at the email address specified in Subsection 1.2.

5.1.1. The subject line must include the following information:

RFP-2024-DES-07-STREN (email xx of xx).

**5.2.** The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.

**5.3.** The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3., and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.

**5.4.** The Department will conduct an initial screening step to verify Vendor compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.

**5.5.** Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses shall be at the Vendor's expense.

### **6. SOLICITATION RESPONSE REQUIREMENTS**

**6.1.** Acceptable solicitation responses must offer all services identified in Section 2 - Statement of Work, unless an allowance for partial scope is specifically described in Section 2.

**6.2.** Vendor(s) must submit a separate electronic document for the Technical Response and a separate electronic document for the Cost Proposal.

#### **6.3. Technical Response Contents**

Each Technical Response must contain the following, in the order described in this section:

- 6.3.1. **Appendix B - Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 6.3.2. **Appendix C – Transmittal Letter and Vendor Information**, including:
  - 6.3.2.1. **Vendor Code Number** - Prior to executing any resulting contract(s), the selected Vendor(s) will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendor(s) are strongly encourage to provide a vendor code number in the Appendix C if available. More information can be found at:  
<https://das.nh.gov/purchasing/vendorresources.aspx>
- 6.3.3. **Appendix D – Technical Response to Questions**
- 6.3.4. **Resumes** – Vendor(s) must provide resumes for those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this Solicitation. Vendors must redact all personal information from resumes.
- 6.3.5. **Appendix G – Program Staff List**

#### **6.4. Cost Proposal Contents**

- 6.4.1. **Appendix E, Budget Sheet** – Vendor(s) must complete an Appendix E, Budget Sheet, including the Budget Narrative column, and Salary Breakdown for each State Fiscal Year (July 1 through June 30). This is not a low cost award.

### **7. ADDITIONAL TERMS AND REQUIREMENTS**

#### **7.1. Non-Collusion**

The Vendor(s) required signature on the Appendix C – Transmittal Letter and Vendor Information submitted in response to this Solicitation guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Vendors and without effort to preclude the Department from obtaining the best possible competitive solicitation response.

#### **7.2. Collaborative Solicitation Responses**

Solicitation responses must be submitted by one organization. Any collaborating organization must be designated as a subcontractor subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits.

#### **7.3. Validity of Solicitation Responses**

Solicitation responses must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 1.3., or until the Effective Date of any resulting contract, whichever is later.

#### **7.4. Debarment**

Vendor(s) 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 solicitation.

### **7.5. Property of Department**

Any material property submitted and received in response to this solicitation will become the property of the Department and will not be returned to the Vendor. The Department reserves the right to use any information presented in any solicitation response provided that its use does not violate any copyrights or other provisions of law.

### **7.6. Solicitation Response Withdrawal**

Prior to the Response Submission Deadline specified in Subsection 1.3., Procurement Timetable, a submitted Letter of Intent or solicitation responses may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 1.2.

### **7.7. Confidentiality**

- 7.7.1. Pursuant to RSA 21-G:37, the content of responses to this solicitation must remain confidential until the Governor and Executive Council have awarded a contract. The Vendor's disclosure or distribution of the contents of its solicitation response, other than to the Department, will be grounds for disqualification at the Department's sole discretion.

### **7.8. Public Disclosure**

- 7.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship are "governmental records" that are subject to public disclosure under New Hampshire's Right-to-Know laws, RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).
- 7.8.2. The Right-to-Know Law does not require the public disclosure of records when doing so is "otherwise prohibited by statute or RSA 91-A:5." For example, "confidential, commercial, or financial information" may be exempt from public disclosure under RSA 91-A:5, IV, but only to the extent that the disclosure of these records would constitute an invasion of privacy as determined by the three-step analysis described in *Union Leader Corp. v. Town of Sale*, 173 N.H. 345, 355 (2020). New Hampshire law provides other statutory exceptions to the Right-to-Know Law, and Vendors with questions on the application of these exceptions to their responses are encouraged to seek the advice of counsel. The Department will not provide any legal advice to Vendors under any circumstances.
- 7.8.3. If a Vendor considers any portion of its response -as exempt from disclosure under the Right-to-Know Law, the Vendor must specifically identify that information where it appears in its response in a manner that draws attention to the designation and must mark/stamp each page of its submission where this information appears with labels such as "CONFIDENTIAL," "TRADE SECRET," or any words of similar import. Vendors must also provide a letter to the person listed as the point of contact for this solicitation, that identifies, by specific page number or section number, the information in their responses considered to be exempt under the Right-to-Know Law as well as a reference to statutory

exemption. Marking or designating an entire submission as confidential shall neither be accepted nor honored by the Department. Vendors must also provide a separate copy of the full and complete response, fully redacting those portions considered to be exempt and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

- 7.8.4. Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the Department as not conforming to the requirements of the solicitation.
- 7.8.5. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.
- 7.8.6. Notwithstanding a Vendor’s designations, the Department is obligated under the Right-to-Know Law to conduct an independent analysis of the confidentiality of the information submitted in response to the solicitation. If a request is made to the Department to view or receive copies of any portion of the response that is marked confidential, the Department shall first assess what information it is obligated to release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 7.8.7. By submitting a response to this solicitation, Vendor(s) acknowledge and agree that:
  - 7.8.7.1. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
  - 7.8.7.2. The Department is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
  - 7.8.7.3. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

## **7.9. Electronic Posting of Solicitation Results and Resulting Contract**

- 7.9.1. At the time of receipt of responses, the Department 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 solicitation, the Department will post the name, rank or score of each responding Vendor. In the event that the resulting contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.

- 7.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, vendor(s) acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this solicitation), any contract resulting from this solicitation that is submitted to G&C for approval will be made accessible to the public online.

### **7.10. Non-Commitment**

Notwithstanding any other provision of this solicitation, this solicitation does not commit the Department to award a contract. The Department reserves the right to reject any and all responses to this solicitation or any portions thereof, at any time and to cancel this solicitation and to solicit new solicitation responses under a new procurement process.

### **7.11. Liability**

By submitting a response to this solicitation, the Vendor agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by a Vendor in the preparation or submittal of or otherwise in connection with a solicitation response, or for work performed prior to the Effective Date of a resulting contract.

### **7.12. Request for Additional Information or Materials**

The Department may request any Vendor to provide additional information or materials needed to clarify information presented in the solicitation response. Such a request will be issued in writing and will not provide a Vendor with an opportunity to change, extend, or otherwise amend its solicitation response in intent or substance.

### **7.13. Oral Presentations and Discussions**

The Department reserves the right to require some or all Vendors to make oral presentations of their solicitation response. The purpose of the oral presentation is to clarify and expound upon information provided in the written solicitation response. Vendors are prohibited from altering the original substance of their solicitation response during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Vendor.

### **7.14. Successful Vendor Notice and Contract Negotiations**

If a Vendor is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Vendor(s), all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor(s), the evaluation team may recommend another

Vendor. The Department will not contact Vendor(s) that are not initially selected to enter into contract negotiations.

#### **7.15. Scope of Award and Contract Award Notice**

- 7.15.1. The Department reserves the right to award a service, part of a service, group of services, or total solicitation response and to reject any and all solicitation responses in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 7.15.2. If a contract is awarded, the selected Vendor(s) must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

#### **7.16. Site Visits**

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Vendor's location or at any other location deemed appropriate by the Department, to determine the Vendor's capacity to satisfy the terms of this solicitation. The Department may also require the Vendor to produce additional documents, records, or materials relevant to determining the Vendor's capacity to satisfy the terms of this solicitation. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Vendor.

#### **7.17. Protest of Intended Award**

Any challenge of an award made or otherwise related to this solicitation shall be governed by RSA 21-G:37, and the procedures and terms of this solicitation. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this solicitation. In the event that any legal action is brought challenging this solicitation and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

#### **7.18. Contingency**

Aspects of the award may be contingent upon changes to state or federal laws and regulations.

#### **7.19. Ethical Requirements**

From the time this solicitation is published until a contract is awarded, no Vendor 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 a solicitation, or similar submission. Any Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor 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 submitting a response to this solicitation, or similar request for submission and every such Vendor shall be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. A Vendor 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.

### **7.20. Liquidated Damages**

The selected Vendor agrees that liquidated damages may be determined by the Department as part of the contract specifications, as failure to achieve required performance levels will more than likely substantially delay and disrupt the Department's operations.

## **8. COMPLIANCE**

**8.1.** The selected Vendor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

**8.2.** The selected Vendor(s) may be required to complete a contract monitoring questionnaire, to be provided by the Department, to determine risk of noncompliance and appropriate monitoring activities, including, but not limited to:

8.2.1. Site visits.

8.2.2. File reviews.

8.2.3. Staff training.

### **8.3. Records**

**8.3.1.** The selected Vendor(s) must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:

8.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor(s) in the performance of the resulting contract(s), and all income received or collected by the selected Vendor(s).

8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

**8.3.2.** During the term of the resulting contract(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor(s) as costs hereunder the Department shall retain the

right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

#### **8.4. Credits and Copyright Ownership**

- 8.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the resulting Contract(s) must include the following statement, “The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”
- 8.4.2. All written, video and audio materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution or use.
- 8.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 8.4.3.1. Brochures.
  - 8.4.3.2. Resource directories.
  - 8.4.3.3. Protocols.
  - 8.4.3.4. Guidelines.
  - 8.4.3.5. Posters.
  - 8.4.3.6. Reports.
- 8.4.4. The selected Vendor(s) must not reproduce any materials produced under the contract without prior written approval from the Department.

#### **8.5. Culturally and Linguistically Appropriate Services**

- 8.5.1. Vendor(s) are required to consider the need for language services for individuals with Limited English Proficiency (LEP) as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 8.5.2. Vendor(s) are required to complete Appendix B, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their solicitation response. This is in accordance with Federal civil rights laws and intended to help inform Vendors’ program design, which in turn, will allow Vendor(s) to put forth the best possible solicitation response.
- 8.5.3. If awarded a contract, the selected Vendor(s) will be:
  - 8.5.3.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and

- 8.5.3.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, as made available by the Department.

## **8.6. Background Checks**

- 8.6.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor(s) must ensure that said individual has undergone:
  - 8.6.1.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
  - 8.6.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
  - 8.6.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

## **8.7. Confidential Data**

- 8.7.1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit K, DHHS Information Security Requirements.
- 8.7.2. The selected Vendor(s) must ensure any staff and/or volunteers involved in delivering services through the resulting contract(s) sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Exhibit K, The selected Vendor(s) must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor(s) must provide attestations upon Department request.
- 8.7.3. Upon request, the selected Vendor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the selected Vendor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor(s) must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
  - 8.7.3.1. How PII is gathered and stored;
  - 8.7.3.2. Who will have access to PII;
  - 8.7.3.3. How PII will be used in the system;
  - 8.7.3.4. How individual consent will be achieved and revoked; and
  - 8.7.3.5. Privacy practices.

- 8.7.4. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

**8.8. Department Owned Devices, Systems and Network Usage**

- 8.8.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, the selected Vendor must:
- 8.8.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
  - 8.8.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
  - 8.8.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
  - 8.8.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
  - 8.8.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
  - 8.8.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
  - 8.8.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
  - 8.8.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
  - 8.8.1.9. Agree when utilizing the Department's email system:
    - 8.8.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

8.8.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

8.8.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

8.8.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

8.8.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

8.8.1.12. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

8.8.1.13. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.

8.8.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

8.8.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the selected Vendor agrees to notify the Department's Information Security Office or designee immediately.

8.8.2. Workspace Requirement

8.8.2.1. If applicable, the Department will work with selected Vendor to determine requirements for providing necessary workspace and Department equipment for its End Users.

## **8.9. Contract End-of-Life Transition Services**

8.9.1. General Requirements

- 8.9.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor to the Department and, if applicable, the selected Vendor engaged by the Department to assume the Services previously performed by the selected Vendor for this section the new selected Vendor shall be known as “Recipient”). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 8.9.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 8.9.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 8.9.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 8.9.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department’s Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 8.9.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the

terms and conditions of Exhibit K: *DHHS Information Security Requirements*.

8.9.2. Completion of Transition Services

8.9.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

8.9.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

8.9.3. Disagreement over Transition Services Results

8.9.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

**8.10. Website and Social Media**

8.10.1. The selected Vendor(s) must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

8.10.2. The selected Vendor(s) agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

8.10.3. State of New Hampshire's Website Copyright

8.10.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire.

The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

### **8.11. Audit Requirements**

- 8.11.1. The selected Vendor(s) must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
  - 8.11.1.1. Condition A - The selected Vendor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
  - 8.11.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
  - 8.11.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.11.2. If Condition A exists, the selected Vendor(s) shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.11.3. If Condition B or Condition C exists, the selected Vendor(s) shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 8.11.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Vendor is high-risk.
- 8.11.5. In addition to, and not in any way in limitation of obligations of the resulting Contract(s), it is understood and agreed by the selected Vendor(s) that the selected Vendor(s) shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract(s) to which exception has been taken, or which have been disallowed because of such an exception.

## **9. APPENDICES TO THIS SOLICITATION**

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 9.3. Appendix C – Transmittal Letter and Vendor Information**
- 9.4. Appendix D – Technical Response to Questions**

- 9.5. Appendix E – Budget Sheet**
- 9.6. Appendix F – Geographic Regions**
- 9.7. Appendix G – Program Staff List**
- 9.8. Appendix H – NHEP ETS Activities Interface in New HEIGHTS & Bridges**