

State of New Hampshire Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Navigator Program - Expanding Harm Reduction and Linkages to Care

[RFP-2025-DBH-02-NAVIG]

RELEASE DATE: March 13, 2024

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services ("Department"), Division for Behavioral Health, in collaboration with the Division of Public Health (DPH), is seeking responses to this Request for Proposals (solicitation) from qualified Vendors to implement and maintain a statewide Navigator Program to support, expand and enhance services for populations and communities experiencing disproportionate rates of substance use, overdose fatalities, non-fatal overdoses, and other socioeconomic conditions that can limit opportunities to access treatment and recovery, within existing infrastructure.

Qualifying Vendors must operate and be physically located in New Hampshire.

1.2. Program Goal:

Expand and enhance existing infrastructure, through the utilization of individuals familiar with State regional and local public health networks and who work directly with people who use drugs (PWUD) and/or have Substance Use Disorders (SUD), herein referred to as Navigators, to increase:

- Access to harm reduction education and services, including increased distribution of Naloxone or other Federal Drug Administration (FDA) approved overdose reversal medication (Harm Reduction Services and Supports).
- Linkages to care and services (Community-Based Linkage to Care).

The Department anticipates awarding one (1) contract for the services in this solicitation.

1.3. Key Information

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

Contract Effective Date	July 1, 2024		
Contract End Date	June 30, 2026		
Renewal Options	The Department may extend contracted services for up to two (2) additional years.		
Maximum funding for the	State Fiscal Year (SFY) 25 \$561,901		
resulting contract is	SFY26 <u>\$561,901</u>		
anticipated to be:	Total \$1,123,802		
Funding Source	The Department anticipates using Federal funds for resulting contract).		
	Assistance Listing #	93.136	
	Award Name	Centers for Disease Control and Prevention, National Center for Injury Prevention and Control - Overdose Data to Action in States (OD2A)	

Navigator Program – Expanding Harm Reduction and Linkages to Care

		CDC-RFA-CE-23-002
Match Requirements	N/A	
Point of Contact	Shannon Judd, Contract Specialist shannon.y.judd@dhhs.nh.gov 603-271-9685	

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.

1.4. 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	3/13/2024
2.	Letter of Intent Submission Deadline (optional)	3/20/2024
3.	Questions Submission Deadline	3/27/2024
0.		12:00PM - Noon
4.	Department Response to Questions Published	4/10/2024
5	5. Vendor Solicitation Response Due Date	4/17/2024
		12:00PM - Noon

1.5. Background

1.5.1. New Hampshire Department of Health and Human Services, Division for Behavioral Health (DBH), Bureau of Drug and Alcohol Services (BDAS)

The mission of the NH Department of Health and Human Services (Department) is to join communities and families in providing opportunities for citizens to achieve health and independence. The Division for Behavioral Health (DBH) contributes to this mission, in part, by providing resources that develop, support and deliver substance misuse prevention, early intervention, harm reduction, treatment and recovery support services that are integrated with primary and behavioral health care.

The Department envisions a statewide prevention, early intervention, harm reduction, treatment and recovery supports delivery system that meets the needs of the individuals and families misusing substances and/or substance use disorders (SUD) served under this RFP, including, but not limited to care that is integrated with mental and physical health services and coordinated with other

social and community service agencies to address the social determinants of health for all individuals receiving services.

1.6. Objective

1.6.1. Overdose prevention strategies have historically been the responsibility of the DBH. The continued rise in both fatal and non-fatal drug overdoses indicates the need for increased inter-division collaboration between the DBH and DPH. The Overdose Data to Action in States Grant (OD2A) is a Centers for Disease Control and Prevention (CDC) funded grant that provides an opportunity to improve harm reduction and overdose prevention efforts across the state as well as improving data collection and overdose surveillance. The Department plans to integrate overdose prevention activities, including: distribution of naloxone or other Federal Drug Administration (FDA) approved overdose reversal medication; overdose prevention education and training; distribution of harm reduction supplies; increased access to recovery support; and recovery support services. Through these integrated efforts, recovery support will be expanded to increase and improve access to support. Access to and timely administration of naloxone and overdose prevention-related supplies continues to be a priority, as drug overdose deaths remain consistent in NH.¹ These initiatives will improve health outcomes and access to harm reduction services including overdose prevention, education, and access to Naloxone.

1.7. Covered Populations, Communities, and Geographic Areas

- 1.7.1. People who use drugs (PWUD), people with a self-disclosed history of drug use, and individuals at risk of witnessing an overdose, including:
 - 1.7.1.1. Individuals, families, and/or communities experiencing disproportionate rates of SUD and/or overdose events.
 - 1.7.1.2. Individuals and families who are unhoused and those experiencing housing instability.
 - 1.7.1.3. People identifying as LGBTQIA+.
 - 1.7.1.4. People with experience in the criminal justice system.
 - 1.7.1.5. People in recovery from SUD.
- 1.7.2. Communities experiencing higher rates of poverty.
- 1.7.3. Communities with an increased concentration of individuals experiencing racial disparities.
- 1.7.4. Highly burdened geographic areas that have limited access to the services described in this RFP.

1.8. Terminology

Community-based Linkage to Care - Connections made between health care, public health, and community organizations to improve population health. These connections can reduce health disparities by bridging the gap between clinical care, community or self-care, and the public health infrastructure. Linkage, using Navigators, connects

¹ <u>2023-drug-data-update-3-10-23.pdf (nh.gov)</u>

individuals in need of care and individuals transitioning between different levels of intensity of care to the appropriate services including: 1) linkage to evidence-based SUD treatment, including medications for opioid use disorders (MOUD) and other treatment (e.g., cognitive behavioral therapy (CBT), contingency management) and 2) linkage to harm reduction services.

Drug Checking Equipment – Tools used by PWUD to help identify if dangerous additives are present in their drug supply.

Harm Reduction – The CDC defines harm reduction as a public health approach that focuses on mitigating the harmful consequences of drug use, including infectious disease transmission and overdose, by providing care that is free of stigma and centered on the needs of people who use drugs. Harm reduction programs also offer critical linkages to SUD treatment and other resources for populations with less access to care.

Navigator – The CDC defines Navigators as individuals familiar with the local public health landscape and who work directly with PWUD to ensure they have the tools to address barriers to seeking care and who support people accessing treatment and supporting their retention (and reengagement if necessary) in SUD treatment and care, as well as support access to other services, such as harm reduction and social supports.

SMART Framework – The Specific, Measurable, Achievable, Realistic, and Timely (SMART) Framework offers a roadmap for developing goals and action plans that are realistic, clear, and carefully written, with results that can be measured. More information on the SMART Framework can be found at the <u>Centers for Disease Control and</u> <u>Prevention (CDC)</u>.

1.9. Scope of Services

- 1.9.1. The selected Vendor must implement and maintain a comprehensive, statewide program that utilizes Navigators to expand and enhance existing infrastructure and outreach efforts (herein referred to as the Program) that:
 - 1.9.1.1. Links individuals to comprehensive community-based care and harm reduction programs, services, and resources [Community-based Linkage to Care]; and
 - 1.9.1.2. Ensures individuals have access to harm reduction education and services, overdose prevention, treatment options, drug checking equipment, and overdose reversal medication approved by the Federal Drug Administration (FDA) [Harm Reduction Services and Supports].
- 1.9.2. The selected Vendor must ensure the Program supports, enhances, or expands existing services and infrastructure and does not duplicate efforts or supplant funding within the community(ies) served.
- 1.9.3. The selected Vendor must ensure any individual identified in Section 1.7 Covered Populations, who is willing to engage in and receive services is:
 - 1.9.3.1. Linked to and gains access to:
 - 1.9.3.1.1. Harm reduction programs, services, and resources, as appropriate, including, but not limited to:

1.9.3.1.1.1. Harm reduction education.

- 1.9.3.1.1.2. Overdose prevention and reversal tools including, but not limited to:
 - 1.9.3.1.1.2.1. Naloxone or other Federal Drug Administration (FDA) approved overdose reversal medication.
 - 1.9.3.1.1.2.2. Drug checking equipment.
- 1.9.3.1.2. Treatment and recovery options, as appropriate.
- 1.9.3.2. Provided with continued linkage to care that includes, but is not limited to services that:
 - 1.9.3.2.1. Prevent treatment interruption.
 - 1.9.3.2.2. Promote retention in care.
 - 1.9.3.2.3. Support community reintegration as the individual exits residential treatment settings and/or criminal justice settings.
 - 1.9.3.2.4. Support the maintenance of recovery and ongoing care and wellness needs.
- 1.9.4. The selected Vendor must utilize Navigators to organize and implement outreach that promotes access to harm reduction programs, services, and resources, links individuals to care, supports retention in care, and helps maintain recovery. The Contractor must ensure Navigators:
 - 1.9.4.1. Include, but are not limited to individuals employed in the following vocations:
 - 1.9.4.1.1. Peer or Patient Navigators.
 - 1.9.4.1.2. Certified Recovery Support Workers (CRSW).
 - 1.9.4.1.3. Certified Peer Support Specialists (CPSS).
 - 1.9.4.1.4. Case Managers.
 - 1.9.4.1.5. Community Outreach Specialists.
 - 1.9.4.1.6. Community Health Workers.
 - 1.9.4.1.7. Persons with lived experience, including:
 - 1.9.4.1.7.1. SUD;
 - 1.9.4.1.7.2. Mental Health; and
 - 1.9.4.1.7.3. Co-occurring Disorders.
 - 1.9.4.1.8. Other individuals who link PWUD to care and harm reduction supports and services.
 - 1.9.4.2. Are imbedded in, or accessed through a variety of community settings, including, but not limited to:

- 1.9.4.2.1. Existing harm-reduction programs.
- 1.9.4.2.2. Existing SUD treatment providers.
- 1.9.4.2.3. NH Doorways.
- 1.9.4.2.4. Federally Qualified Healthcare Centers (FQHC).
- 1.9.4.2.5. Community Action Programs.
- 1.9.4.2.6. Community Mental Health Centers (CMHC).
- 1.9.4.2.7. Regional Public Health Networks (RPHN).
- 1.9.5. The selected Vendor must collaborate with the Department and identified stakeholders to identify gaps and potential barriers, develop mitigation strategies, and ensure the Program is implemented as intended. Stakeholders may include, but are not limited to:
 - 1.9.5.1. The NH Overdose Fatality Review Commission.
 - 1.9.5.2. The NH Governor's Commission on Alcohol and Other Drugs.
 - 1.9.5.3. The NH Opioid Abatement Trust Fund Advisory Commission.
 - 1.9.5.4. The NH Doorways.
 - 1.9.5.5. The NH Harm Reduction Coalition.
 - 1.9.5.6. Federally Qualified Healthcare Centers (FQHC).
 - 1.9.5.7. Community Mental Health Centers
 - 1.9.5.8. Regional Public Health Networks (RPHNs).
 - 1.9.5.9. Community Action Programs
- 1.9.6. The selected Vendor must develop specific, measurable, achievable, relevant, and time-bound (<u>SMART</u>) process and outcome objectives with indicators to guide Program activities and help communicate progress, barriers, and mitigation strategies.
- 1.9.7. The selected Vendor must collaborate with the Department to refine progress indicators and performance measures for the contract resulting from this RFP.
- 1.9.8. The selected Vendor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department, to review contract deliverables, enhance contract management, improve results, and adjust program delivery based on successful outcomes.

1.9.9. **Reporting**

- 1.9.9.1. The selected Vendor must provide the Department with aggregate, non-identifiable data that supports the Contract deliverables.
- 1.9.9.2. The selected Vendor must ensure aggregate and de-identified data excludes information that would allow for the constructive identification of any individual, meaning that there is no reasonable basis to believe that the data could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

- 1.9.9.3. The selected Vendor must submit monthly reports, in a format approved by the Department, that demonstrate progress toward meeting identified Program objectives, as approved by the Department.
- 1.9.9.4. The selected Vendor must report on performance measures developed in collaboration with the Department, in a format and at a frequency approved by the Department.
- 1.9.9.5. The selected Vendor must notify the Department, in writing, of changes in key personnel within five (5) working days of the change occurring. Key personnel are those staff members for whom at least 10% of their work time is spent on this scope of services.
- 1.9.9.6. The selected Vendor may be required to provide other data and metrics to the Department in a format specified by the Department.

1.10. Mandatory Questions

In response to this solicitation, Vendors must respond to the Mandatory Questions below, in Appendix C, Technical Responses to Questions.

- **Q1** Describe your experience implementing programs that support, expand, and enhance services identified in this RFP for populations and communities described in Section 1.7. Include your familiarity with the current NH harm reduction and care linkage infrastructure.
- **Q2** Provide your Outreach and Engagement Plan. Include:
 - a. What communities and/or highly burdened geographic areas will be targeted and data to support that determination.
 - b. How you will reach and engage identified communities and/or geographic areas and target populations identified in Section 1.7.1.
 - c. How you will engage people with lived experience of SUD to become involved in the Navigator role?
- **Q3** Provide a detailed description of your approach to providing **Community-based Linkage To Care** services and provide a proposed Work Plan with a detailed project timeline that includes, but is not limited to:
 - a. Milestones and benchmarks for implementation.
 - b. Possible project barriers and constraints, including suggested mitigation strategies for each.
 - c. How you will ensure funding is not supplanted and duplication of existing efforts does not occur.
- **Q4** Provide a detailed description of your approach to providing **Harm Reduction Services and Supports** and provide a proposed Work Plan with a detailed project timeline that includes, but is not limited to:
 - a. Milestones and benchmarks for implementation.
 - b. Possible project barriers and constraints, including suggested mitigation strategies for each.

- c. How you will ensure funding is not supplanted and duplication of existing efforts does not occur.
- **Q5** Describe your SMART process and outcome objectives with indicators that will guide Program activities and communicate progress, barriers, and mitigation strategies. Include short-term, intermediate, and long-term goals for the proposed Program and identify and explain what data will be collected and explain how it will be presented to demonstrate progress toward meeting identified Program objectives.
- **Q6** What is the current capacity of your organization to carry out all requirements of the Scope of Services in this RFP? Provide a Program Staff List Appendix E, including an organizational chart; resumes for key staff; job descriptions of and strategies to hire for vacant positions; and your organization's Continuity of Operations Plan that ensures the essential functions of the program continue or resume in the event of a disruption of normal operations.

1.11. Finance

1.11.1. Funding is anticipated to be available for the resulting contract as follows:

SFY	Funding Amount Per Program Focus Area	Program Focus Area	Total Funding Amount Per SFY	
7/1/24 –	\$369,175	Harm Reduction Services and Supports	\$561,901	
6/30/25	\$192,726	Community-Based Linkage to Care		
7/1/25 –	\$369,175	Harm Reduction Services and Supports	\$561,901	
6/30/26	\$192,726	Community-Based Linkage to Care		
		TOTAL	\$1,123,802	

- 1.11.2. Funds are anticipated to be available in the State Fiscal Years identified above with the ability to adjust encumbrances between state fiscal years, if needed and justified.
- 1.11.3. Payment for services will be made on a monthly basis based on the approved budgets, which will be included in the resulting contract. The selected Vendor will be required to submit budgets for Department approval upon notification of award.
- 1.11.4. The selected Vendor must submit monthly invoices using a form satisfactory to the Department, which identifies and requests reimbursement for authorized expenses incurred. The selected Vendor must ensure invoices are completed, dated and submitted to the Department to initiate payment.

- 1.11.5. The selected Vendor must ensure federal funds expended for the services identified in this RFP are solely used to support the scope of work outlined in this RFP.
 - 1.11.5.1. Naloxone will be provided to the selected Vendor through a separate contract and therefore **should not** be included in the proposed budget.

1.11.5.2. Allowable Expenses

- 1.11.5.2.1. Personnel.
- 1.11.5.2.2. Travel.
- 1.11.5.2.3. Educational materials and supplies.
- 1.11.5.2.4. Office space rental fees.
- 1.11.5.2.5. Other items as reviewed and approved by the Department.

1.11.5.3. Unallowable Expenses

- 1.11.5.3.1. Unallowable Harm Reduction Expenses
 - 1.11.5.3.1.1. Establishing new syringe services programs (SSPs);
 - 1.11.5.3.1.2. Infrastructure costs for SSPs that are not associated with the co-location of treatment.
 - 1.11.5.3.1.3. Drug disposal, including the implementation or expansion of drug disposal programs, including:
 - 1.11.5.3.1.3.1. Drug take-back programs;
 - 1.11.5.3.1.3.2. Drug drop boxes; and
 - 1.11.5.3.1.3.3. Drug disposal bags.
 - 1.11.5.3.1.4. Safe injection sites, including developing educational outreach and guidance or materials about supervised/safe injection sites;
 - 1.11.5.3.1.4.1. Purchase of syringes, including:
 - 1.11.5.3.1.4.2. Pharmacy voucher programs; and
 - 1.11.5.3.1.4.3. Safe syringe disposal programs.
- 1.11.5.3.2. <u>Unallowable Community-based Linkage to Care</u> <u>Expenses</u>

1.11.5.3.2.1. Housing assistance;

- 1.11.5.3.2.2. Food assistance;
- 1.11.5.3.2.3. HIV/HCV and other STD/STI testing;
- 1.11.5.3.2.4. Funding or subsidizing costs associated with programs other than those specifically targeting overdose prevention;
- 1.11.5.3.2.5. Safer sex kits;
- 1.11.5.3.2.6. Childcare and childcare-related purchases;
- 1.11.5.3.2.7. Furniture or equipment; and
- 1.11.5.3.2.8. Prevention of adverse childhood experiences (ACEs) as a standalone activity.

Remainder of this page intentionally left blank.

2. SOLICITATION RESPONSE EVALUATION

2.1. The Department will evaluate responses from Vendors based upon the criteria and standards contained in this solicitation and by applying the points set forth below. Vendors 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.

TECHNICAL RESPONSE	POSSIBLE SCORE
Q1 – Experience	100 Points
Q2 – Outreach & Engagement Plan	125 Points
Q3 – Community-based Linkage to Care Services Workplan	150 Points
Q4 – Harm Reduction Services Workplan	150 Points
Q5 - SMART Process and Data Points	100 Points
Q6 – Infrastructure Capacity and COOP	125 Points
Technical Response – Total Possible Score	750 Points

COST PROPOSAL	POSSIBLE SCORE
Vendor Budget Narrative Evaluation (See 2.3 below)	100 Points
Vendor Cost (see formula below)	150 Points
Cost Proposal – Total Possible Score	250 Points

MAXIMUM POSSIBLE SCORE	1000 Points
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2.2. Preliminary Scoring of Technical Responses

2.2.1. 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.

2.3. Scoring of Cost Proposals

- 2.3.1. Vendor Budget Narrative Evaluation: The Vendor(s) must:
 - 2.3.1.1. Complete Appendix F, Budget Sheet, including the Budget Narrative and Salary Breakdown for each State Fiscal Year (July 1 through June 30) based on the anticipated maximum amount for each program focus area as follows:

SFY	Funding Amount Per Program Focus Area	Program Focus Area	Total Funding Amount Per SFY	
7/1/24 –	\$369,175	Harm Reduction Services and Supports	\$561,901	
6/30/25	\$192,726	Community-Based Linkage to Care	φυσι,θυτ	
7/1/25 –	\$369,175	Harm Reduction Services and Supports	\$561,901	
6/30/26	\$192,726	Community-Based Linkage to Care	ψυστ,901	
		TOTAL	\$1,123,802	

- 2.3.1.2. For the purposes of completing the Appendix F Budget Sheet, Vendors should assume 1200 individuals in total will be served per SFY. This number is inclusive of Harm Reduction Services and Supports and Community Based Linkage to Care Program Focus Areas.
- 2.3.1.3. Provide a Budget Narrative that explains the specific line-item costs for Community-Based Linkage to Care services and a Budget Narrative that explains the specific line-item costs for Harm Reduction Services and Supports included in the Appendix F, Budget Sheet and their direct relationship to meeting the objectives of this RFP. The Budget Sheet, Narrative and Salary Breakdown (Appendix F) will be scored based on the following criteria:

0-33	34-66	67-100
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.

2.3.2. <u>Vendor Total Cost</u>: The following formula will be used to assign points for Vendor Cost:

Vendor's Cost Score = (Lowest Total Proposed Cost / Vendor's Total Proposed Cost) x 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 F, 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.

3. SOLICITATION RESPONSE PROCESS

3.1. Letter of Intent

- 3.1.1. A Letter of Intent to submit a Response to this solicitation is optional.
- 3.1.2. Receipt of the Letter of Intent by Department will be required to receive electronic notification of any solicitation amendments, in the event such are produced; any further materials on this project, including electronic files containing tables required for response to this solicitation; any addenda, corrections, or schedule modifications; notifications regarding any informational meetings for Vendors; or responses to comments or questions.
- 3.1.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 1.2 and include the name, telephone number, mailing address and email address of the Vendor's designated contact. Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this solicitation before submitting a response.

3.2. Questions and Answers

3.2.1. Vendors' Questions

- 3.2.1.1. 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.
- 3.2.1.2. 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.

- 3.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 3.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

3.2.2. Department Responses

3.2.2.1. 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.

3.2.3. Exceptions

- 3.2.3.1. 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. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.
- 3.2.3.2. 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.
- 3.2.3.3. 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.

3.3. Solicitation Amendment

3.3.1. 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.

4. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

- **4.1.** Responses to this Solicitation must be submitted electronically via email to **rfx@dhhs.nh.gov** <u>AND</u> to the Contract Specialist at the email address specified in Subsection 1.2.
 - 4.1.1. The subject line must include the following information:

RFP-2025-DBH-02-NAVIG (email xx of xx).

- **4.2.** The maximum size of file attachments per email is 25 MB. Submissions with file attachments exceeding 25 MB must be sent via multiple emails.
- **4.3.** 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.
- **4.4.** 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.
- **4.5.** 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.

5. SOLICITATION RESPONSE REQUIREMENTS

- **5.1.** 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.
- **5.2.** Vendors must submit a separate electronic document for the Technical Response and a separate electronic document for the Cost Proposal.

5.3. Technical Response Contents

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

- 5.3.1. Appendix B Culturally and Linguistically Appropriate Services (CLAS) Requirements
- 5.3.2. Appendix C Transmittal Letter and Vendor Information, including:
 - 5.3.2.1. 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. Vendors are strongly encouraged to provide a vendor code number in the Appendix B if available. More information can be found at: <u>https://das.nh.gov/purchasing/vendorresources.aspx</u>

5.3.3. Appendix D – Vendor Technical Response to Mandatory Questions

5.3.4. Appendix E – Program Staffing List

5.3.5. **Resumes** – Vendors 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.

5.4. Cost Proposal Contents

5.4.1. **Appendix F, Budget Sheet –** Vendors must complete an Appendix F, Budget Sheet, including the Budget Narrative column and Program Staff List, for each State Fiscal Year (July 1 through June 30). This is not a low cost award.

6. ADDITIONAL TERMS AND REQUIREMENTS

6.1. 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.

6.2. 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.

6.3. 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.

6.4. Debarment

Vendors 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.

6.5. 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.

6.6. 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.

6.7. Confidentiality

6.7.1. 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.

6.8. Public Disclosure

6.8.1. 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 may be subject to public disclosure under Right-to-Know laws, including 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 (<u>https://sos.nh.gov/</u>).

- 6.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. 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 document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."
- 6.8.3. 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.
- 6.8.4. 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.
- 6.8.5. 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.
- 6.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
 - 6.8.6.1. 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;

- 6.8.6.2. 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
- 6.8.6.3. 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.

6.9. Electronic Posting of Solicitation Results and Resulting Contract

- 6.9.1. 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 (G&C) approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.
- 6.9.2. 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, vendors 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.

6.10. 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.

6.11. 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.

6.12. 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.

6.13. 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.

6.14. 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.

6.15. Scope of Award and Contract Award Notice

- 6.15.1. 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.
- 6.15.2. 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.

6.16. 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.

6.17. 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.

6.18. Contingency

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

6.19. 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.

6.20. 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.

7. COMPLIANCE

- **7.1.** The selected Vendor 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.
- **7.2.** The selected Vendor 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:
 - 7.2.1. Site visits.
 - 7.2.2. File reviews.
 - 7.2.3. Staff training.

7.3. Records

- 7.3.1. The selected Vendor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 7.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor in the performance of the resulting contract, and all income received or collected by the selected Vendor.
 - 7.3.1.2. 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.
- 7.3.2. During the term of the resulting contract 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 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) 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.

7.4. Credits and Copyright Ownership

- 7.4.1. 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."
- 7.4.2. 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.
- 7.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 7.4.3.1. Brochures.
 - 7.4.3.2. Resource directories.
 - 7.4.3.3. Protocols.
 - 7.4.3.4. Guidelines.
 - 7.4.3.5. Posters.
 - 7.4.3.6. Reports.
- 7.4.4. The selected Vendor(s) must not reproduce any materials produced under the contract without prior written approval from the Department.

7.5. Culturally and Linguistically Appropriate Services

- 7.5.1. Vendors 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.
- 7.5.2. Vendors 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 Vendors to put forth the best possible solicitation response.
- 7.5.3. If awarded a contract, the selected Vendor will be required to submit:
 - 7.5.3.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the resulting agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or

have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

- 7.5.3.2. A written attestation, within 45 days of the Effective Date of the resulting agreement and annually thereafter, that all personnel involved the provision of services to individuals under the resulting agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).
- 7.5.3.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the resulting agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

7.6. Background Checks

- 7.6.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:
 - 7.6.1.1. 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;
 - 7.6.1.2. 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
 - 7.6.1.3. 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.

7.7. Confidential Data

- 7.7.1. The selected Vendor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit.
- 7.7.2. The selected Vendor must ensure any individuals involved in delivering services through the resulting contract 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 Information Security Requirements Exhibit. The selected Vendor must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor must provide attestations upon Department request.
- 7.7.3. 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 must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 7.7.3.1. How PII is gathered and stored;
- 7.7.3.2. Who will have access to PII;
- 7.7.3.3. How PII will be used in the system;
- 7.7.3.4. How individual consent will be achieved and revoked; and
- 7.7.3.5. Privacy practices.
- 7.7.4. 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.

7.8. Contract End-of-Life Transition Services

- 7.8.1. General Requirements
 - 7.8.1.1. 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.
 - 7.8.1.2. The selected Vendor 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.
 - 7.8.1.3. 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.
 - 7.8.1.4. 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 the Contract.

- 7.8.1.5. 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.
- 7.8.1.6. 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 the Department's Information Security Requirements Exhibit.
- 7.8.2. Completion of Transition Services
 - 7.8.2.1. 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.
 - 7.8.2.2. 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 the Department's Information Security Requirements Exhibit.
- 7.8.3. Disagreement over Transition Services Results
 - 7.8.3.1. 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.

7.9. Audit Requirements

- 7.9.1. The selected Vendor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 7.9.1.1. 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.
 - 7.9.1.2. Condition B The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.
 - 7.9.1.3. Condition C The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

- 7.9.2. 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.
- 7.9.3. If Condition B or Condition C exists, the selected Vendor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 7.9.4. 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 as requested by the Department.
- 7.9.5. In addition to, and not in any way in limitation of obligations of the resulting Contract, it is understood and agreed by the selected Vendor that the selected Vendor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract to which exception has been taken, or which have been disallowed because of such an exception.

8. APPENDICES TO THIS SOLICITATION

- 8.1. Appendix A Form P-37 General Provisions and Standard Exhibits
- 8.2. Appendix B Culturally and Linguistically Appropriate Services (CLAS) Requirements
- 8.3. Appendix C Transmittal Letter and Vendor Information
- 8.4. Appendix D Technical Response to Questions
- 8.5. Appendix E Program Staff List
- 8.6. Appendix F Budget Sheet