



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Housing Opportunities for Persons with AIDS (HOPWA)

RFA-2023-DBH-02-HOUSI

RELEASE DATE: February 15, 2023

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New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS

1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division for Behavioral Health, Bureau of Homeless Services (“Department”) is seeking responses to this Request for Applications (RFA or “solicitation”) from qualified Vendor(s) to provide housing assistance and supportive services for income-eligible individuals living with HIV/AIDS, and their families, to establish or better maintain a stable living environment in housing that is decent, safe, and affordable, to reduce the risk of homelessness, and to improve access to health care and supportive services.

The Department anticipates awarding no more than two (2) contract(s) for the services in this solicitation to cover the Balance of State and Manchester geography for the Continuum of Care; see Appendix E – New Hampshire Continuum of Care Boundaries.

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.

Contract Effective Date	June 1, 2023, upon Governor and Executive Council approval.	
Contract End Date	June 30, 2025	
Renewal Options	The Department may extend contracted services for up to five (5) additional years.	
Funding for the resulting two contract(s) is anticipated to be approximately as follows:	Total funds, inclusive of a maximum of two (2) contracts, shall be in the amount of \$1,100,000 for State Fiscal Years (SFY): SFY 2023 \$44,000, SFY 2024 \$528,000, and SFY 2025 \$528,000. Payment will be made on a cost reimbursement basis.	
Funding Source	The Department anticipates using Federal funds for resulting contract(s).	
	Assistance Listing #	NH-H220050 and NH-H210001
	Award Name	Housing Opportunities for Persons with AIDS (HOPWA)
Match Requirements	There are no matching requirements for this contract.	
Point of Contact	Kathleen Vattes, Contract Specialist kathleen.b.vattes@dhhs.nh.gov , 603-271-0198	
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. Solicitation Compensation & Contract Value

1.3.1. Funding is anticipated to be available in state fiscal years 2023, 2024 and 2025, for the resulting contract(s) as noted below:

1.3.1.1. A maximum of two (2) vendors will be selected for this contract for the following two (2) Continuums:

1.3.1.1.1. Manchester Continuum of Care coverage area.

1.3.1.1.2. Balance of State Continuum of Care coverage area.
(Note: this contract will not include the Nashua Continuum of Care coverage area).

1.3.1.2. Total approximate funding for each coverage area, as defined by U.S. Department of Housing and Urban Development (HUD), New Hampshire Continuum of Care (CoC) Boundaries and as referenced in Appendix E – New Hampshire Continuum of Care Boundaries, is as follows:

1.3.1.2.1. Manchester Continuum of Care coverage area - \$500,000.

1.3.1.2.2. Balance of State Continuum of Care coverage area - \$600,000.

1.3.1.3. The total compensation, inclusive of both contracts, for all fiscal years is anticipated to be \$1,100,000, to include services provided to Continuums: Manchester Continuum of Care and Balance of State Continuum of Care areas as referenced in Section 1.2.

1.3.1.4. Payment will be made on a cost reimbursement basis.

1.3.1.5. Two (2) vendors may be selected in the same region to ensure service are provide to the Manchester Continuum of Care and Balance of State Continuum of Care areas.

1.3.1.6. No duplications of services will be awarded for the same population.

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	2/15/2023
2.	Letter of Intent Submission Deadline (optional)	2/27/2023
3.	Questions Submission Deadline	2/27/2023

		12:00PM
4.	Department Response to Questions Published	3/6/2023
5.	Vendor Solicitation Response Due Date	3/10/2023 12:00PM

1.5. Background

1.5.1. **New Hampshire Department of Health and Human Services, Division for Behavioral Health, Bureau of Homeless Services**

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 public assistance, housing supports, mental health, developmental disabilities, substance abuse and public health. The Department does this work with the assistance of New Hampshire citizens and through partnerships with families, community groups and providers as well as other state and local entities.

The Division for Behavioral Health, Bureau of Homeless Services (BHS) assists with connecting income-eligible individuals and families who are currently homeless or are at risk of becoming homeless with tenant based rental assistance, short term rent, mortgage and utility assistance, and ongoing housing support and services.

1.5.2. **Objective**

The services outlined in this RFA must be delivered in accordance with the Housing Opportunities for Persons with Acquired Immune Deficiency Syndrome Program (HOPWA) grant funds provided to the Department by the U.S. Department of Housing and Urban Development (HUD) to homeless and housing unstable, income-eligible persons living with Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) and their families.

The Department aims to reduce the lack of available housing and supportive services to income-eligible persons and their families living with HIV/AIDS by providing rent, mortgage, utility and supportive services assistance to this vulnerable population with the goal to keep these families in safe, decent and affordable housing.

1.5.3. **Covered Population**

The selected Vendor(s) must provide services to income-eligible individuals living with HIV/AIDS, and their families who are experiencing homelessness or are at risk of homelessness and are in need of supportive services and/or rent, mortgage and utility assistance to help maintain safe, decent and affordable housing.

1.6. Terminology

- **Administrative Costs:** Costs for general management, oversight, coordination, evaluation and reporting on eligible activities. Such costs do not include costs directly related to carrying out eligible activities, since those costs are eligible as part of the activity delivery costs of such activities.

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- Administrative expenses:
 - (i) Each selected Vendor(s) may use not more than 3 percent of the funding amount for its own administrative costs relating to administering grant amounts and allocating such amounts to project sponsor(s) [selected Vendor(s)] ; and
 - (ii) Each project sponsor(s) [selected Vendor(s)] receiving amounts from grants made under this program may use not more than 7 percent of the amounts received for administrative costs. Note that the phrase "amounts from grants" refers to their subaward amount (the amount the grantee awards to a project sponsor(s) [selected Vendor(s)] - an entity that is NOT a project sponsor [selected Vendor(s)] cannot charge administrative costs).
- Beneficiary: The HOPWA Client and family/household members (see definition for Family/household) receiving HOPWA assistance. Any individual(s) residing with the HOPWA Client whose income is not considered in the HOPWA Client's income eligibility criteria is not considered a beneficiary, i.e. roommates, and live-in aides.
- Chronically Homeless Person: An individual or family that is homeless and resides in a place not meant for human habitation, a safe-haven or in an emergency shelter and has been homeless and residing in such a place for at least 1 year or on at least four separate occasions in the last 3 years. The statutory definition also requires that the individual or family has a head of household with a diagnosable substance use disorder, serious mental illness, developmental disability, posttraumatic stress disorder, cognitive impairments resulting from a brain injury or chronic physical illness or disability. This does not include persons temporarily staying or living in someone else's residence.
- Family/Household: A family/household may be composed of two or more related persons. A person who is not a relative by blood or marriage may be considered a family/household member if they are important to the care or well-being of a person with HIV. This is not the same as a live-in aide who is compensated for providing care to the person with HIV. The status of a roommate or a live-in aide cannot change to that of being a family member after the death of a HOPWA client to receive survivor benefits. Further, roommates are strictly for purposes of sharing housing costs, and are not otherwise important to the care and well-being of a person with HIV.
- Income-eligible: Any individual, family or household whose income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. The Contractor must use the current HUD Income Limits Table (see Section 17 HUD Tables: <https://www.hudexchange.info/resource/5332/hopwa-income-limits/>) to determine HOPWA program eligibility. The Contractor, in consultation with the Department, may be given limited availability of funding to establish, at any time, more restrictive income criteria for client eligibility.
- Roommate: A roommate relationship is established strictly for the purposes of sharing rent and utility bills in return for receiving a share of the space available. The applicant must identify those living in his or her home as either family or roommates at the time

of application and at any subsequent renewals. (Note: Refer to definition of Shared Housing).

- **Shared Housing:** When a HOPWA client lives in shared housing (i.e., rents a room in a house), rent is adjusted based on the pro rata share of the private space used by the HOPWA beneficiary (excluding common space: <https://files.hudexchange.info/resources/documents/SharedHousingRentCalculation.pdf>).
- **Tenant-based Rental Assistance:** A housing subsidy for tenant-based rental assistance, including assistance for shared housing arrangements. It assists income-eligible clients and their beneficiaries with rent and utilities until they are able to secure affordable, stable housing or receive another form of permanent housing assistance, such as a Section 8 Housing Choice Voucher (HCV or similar).

2. STATEMENT OF WORK

2.1. The selected Vendor(s) must provide supportive services and assistance to the covered population described in Section 1.5.3 above including, but not limited to:

- 2.1.1. Permanent Housing Placement (PHP).
- 2.1.2. Tenant-Based Rental Assistance (TBRA).
- 2.1.3. Short-Term Rent, Mortgage and Utility (STRMU) assistance.
- 2.1.4. Housing Information Services, includes but not limited to:
 - 2.1.4.1. Counseling.
 - 2.1.4.2. Providing information and referral services to assist an eligible person to:
 - 2.1.4.2.1. Locate, acquire, finance, and maintain housing.
 - 2.1.4.2.2. Identify fair housing guidance regarding discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or handicap.
 - 2.1.4.2.3. Be provided with housing counseling, as defined in § 5.100, that is funded with or provided in connection with HOPWA funds must be carried out in accordance with § 5.111.
- 2.1.5. Supportive services are intended to remove barriers to maintaining permanent housing and accessing medical care. The selected Vendor(s) must provide applicable Supportive services and referrals for topics that include, but are not limited to:
 - 2.1.5.1. Health.
 - 2.1.5.2. Mental health.
 - 2.1.5.3. Assessment of housing needs.

- 2.1.5.4. Permanent housing placement.
 - 2.1.5.5. Drug and alcohol abuse treatment and counseling.
 - 2.1.5.6. Day care.
 - 2.1.5.7. Personal assistance.
 - 2.1.5.8. Nutritional services.
 - 2.1.5.9. Assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals.
- 2.2. The selected Vendor(s) must provide individuals with assistance through Short Term Rent, Mortgage, and Utility Assistance (STRMU) to maintain participants in safe, permanent housing of their choice. STRMU assistance payments include, but are not limited to:
- 2.2.1. Assistance through short-term rent.
 - 2.2.2. Mortgage and utility payments to prevent homelessness.
 - 2.2.3. Short-term assistance intended to stabilize participants in a brief crisis, to prevent evictions, utility disconnection or homelessness.
 - 2.2.4. Assistance to bridge financial gaps while the participant is working to access long-term benefit programs.
- 2.3. The selected Vendor(s) must ensure that cultural competency trainings are conducted within ninety (90) days of hire date for case managers, new case managers, new and current staff, and other service agency staff.
- 2.4. The selected Vendor(s) must ensure that quarterly meetings are held with case managers regarding housing needs, resource updates, and service needs.
- 2.5. The selected Vendor(s) must ensure that all staff immediately upon hire are made aware of and trained within ninety (90) days of hire date on HUD and HOPWA regulations and requirements, training resources and program guidance available from HUD.
- 2.6. The selected Vendor(s) must ensure staff attend all meetings or trainings requested by The Department.
- 2.7. The selected Vendor(s) must inform the Department of any staff changes that subsequently effect the services provided within the Scope of Work within thirty (30) days of the change.
- 2.8. The selected Vendor(s) must ensure that records are maintained for a five-year (5) period to document compliance with the provisions of this part, pursuant to: [80 FR 42368, July 16, 2015, as amended at 81 FR 80806, Nov. 16, 2016; 85 FR 47911, Aug. 7, 2020; 86 FR 30792, June 10, 2021]. The selected Vendor(s) must maintain the following:
- 2.8.1. Current and accurate data on the race and ethnicity of program participants.
 - 2.8.2. Documentation of the actions the selected Vendor(s) has taken to affirmatively further fair housing, pursuant to §§ 5.151 and 5.152 of this title.

- 2.8.3. Data on emergency transfers requested under 24 CFR 5.2005(e), pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.
- 2.9. The selected Vendor(s) must comply with the program and budget narratives in the renewal application(s) the Department submits to HUD.
- 2.10. The selected Vendor(s) must comply with the following HOWPA project documents and requirements, in the course of fulfilling the resulting contract, including, but not limited to:
 - 2.10.1. HOPWA regulations (24 CFR 574) and related income calculations.
 - 2.10.2. Regulations (24 CFR Part 5.609, .611 and .617).
 - 2.10.3. eCFR: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: CFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - 2.10.4. The schedule and format for data collection and performance reporting as determined by HUD.
 - 2.10.5. The schedule and format for invoicing procedures.
 - 2.10.6. The selected Vendor(s) must cooperate fully with and answer all questions, related to the resulting contract, of representatives of the state or federal agencies that may conduct a periodic review of performance or an inspection of records.
- 2.11. The selected Vendor(s) must participate in the Coordinated Entry System (CES) of NH for all projects funded by the CoC Program, ESG Program, and HOPWA Program, in accordance with the CoC Program interim rule, 24 CFR Part 578 and 24 CFR Part 574.
- 2.12. The selected Vendor(s) must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 2.13. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the HOPWA grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 2.14. **Reporting**
 - 2.14.1. The selected Vendor(s) must submit an Annual Performance Report (APR): HOPWA Annual Progress Report (APR): Form HUD-40110-C - HUD Exchange, to the Department within thirty (30) days after the contract Completion Date on the form required, or specified, by the Department. The selected Vendor(s) must ensure:
 - 2.14.1.1. The APR includes a summary of aggregate results of the project activities, consistent with the format proposed in the selected Vendor(s)' report submitted to HUD for the relevant fiscal year Notice of Funding Opportunity (NOFO).

- 2.14.2. The selected Vendor(s) must submit other reports as requested by the Department in compliance with NH HMIS policy and/or Department policies and procedures.
- 2.14.3. The selected Vendor(s) may be required to collect and share other data with the Department, in a format specified by the Department, for the provision of other key data and metrics, including client-level demographic, performance, and service data.

2.15. Performance Measures

- 2.15.1. The Selected Vendor must adhere to all terms and conditions as set forth in the HUD Project Application, #SF-424, and
 - 2.15.1.1. Must abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to, those outlined in 24 CFR Part 578: Continuum of Care and Public Law 105-550, and
 - 2.15.1.2. Must be accountable to all performance measures as detailed in the Annual Performance Report Section 2.14.

3. MANDATORY QUESTIONS

- 3.1. In response to this solicitation, Vendor(s) must respond to the Mandatory Questions below:

Question One (Q1) – Describe your ability to perform the entire scope of work outlined in this RFA, including your ability to work collaboratively with other agencies, businesses, and organizations to provide the services described in this RFA.

Question Two (Q2) – Describe your experience in delivering HOPWA and/or equivalent services to the covered populations and how your mission statement aligns with the goals of this RFA.

Question Three (Q3) – Describe your knowledge of the service array for the geographic areas covered by this RFA, and of the needs of the covered population and the services outlined in the RFA. Describe your understanding of HOPWA laws, rules and regulations.

Question Four (Q4)– Describe your capacity to perform the entire scope of work outlined in this RFA. Provide your organization’s staffing plan and continuous process improvement plan. Please include:

- 1. An organizational chart including the number of full time equivalent staff (FTE) to be paid for under this agreement.
- 2. Qualifications of the staff who will manage this project.
- 3. Curriculum Vitae/Resumes and/or credentials of key staff, for filled positions.
- 4. Job descriptions for vacant positions.
- 5. Any specialized staff training completed relevant to providing services in this RFA.

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4. SOLICITATION RESPONSE EVALUATION

4.1. 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.

TECHNICAL RESPONSE	POSSIBLE SCORE
Ability (Q1)	30 Points
Experience (Q2)	30 Points
Knowledge (Q3)	20 Points
Capacity (Q4)	20 Points
Technical Response – Total Possible Score	100 Points
MAXIMUM POSSIBLE SCORE	100 Points

5. SOLICITATION RESPONSE PROCESS

5.1. Letter of Intent

- 5.1.1. A Letter of Intent to submit a Response to this solicitation is optional.
- 5.1.2. 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.
- 5.1.3. The Letter of Intent must be transmitted by email to the Point of Contact, Contract Specialist identified in Section 1.2 and shall include the name, telephone number, mailing address and email address of the Vendor has designated contact. **Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this solicitation before submitting a response.**

5.2. Questions and Answers

5.2.1. Vendors' Questions

- 5.2.1.1. 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 Point of Contact, Contract Specialist identified in Section 1.2.
- 5.2.1.2. 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.

5.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.

5.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

5.2.2. Department Responses

5.2.2.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Section 1.4, 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.

5.2.3. Exceptions

5.2.3.1. 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 Section 1.4. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.

5.2.3.2. 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.

5.2.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered.

5.2.3.4. 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.

5.3. Solicitation Amendment

5.3.1. 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.

6. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

6.1. Responses to this Solicitation must be submitted electronically via email to rfx@dhhs.nh.gov AND to the Point of Contact, Contract Specialist at the email address specified in Section 1.2.

6.2. The subject line must include the following information:

- 6.3. RFA-2022-DBH-02-HOUSI (**email xx of xx**).
- 6.4. The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.
- 6.5. 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.
- 6.6. 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.
- 6.7. 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.

7. SOLICITATION RESPONSE REQUIREMENTS

- 7.1. Acceptable solicitation responses must offer all services identified in Section 2 Statement of Work.
- 7.2. Vendors must submit a separate electronic document for the Technical Response and a separate electronic document for the Cost Proposal.

7.3. Technical Response Contents

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

- 7.3.1. **Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 7.3.2. **Appendix C – Transmittal Letter and Vendor Information**, including:
 - 7.3.2.1. **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 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>
- 7.3.3. **Appendix D – Technical Response to Mandatory Questions**
- 7.3.4. **Appendix E – NH Continuum of Care Boundaries Graphic**
- 7.3.5. **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.

8. ADDITIONAL TERMS AND REQUIREMENTS

8.1. 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.

8.2. 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.

8.3. 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 Section 1.4. or until the Effective Date of any resulting contract, whichever is later.

8.4. 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.

8.5. 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.

8.6. Solicitation Response Withdrawal

Prior to the Response Submission Deadline specified in Section 1.4. 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.

8.7. Confidentiality

- 8.7.1. 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.

8.8. Public Disclosure

- 8.8.1. 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 (<https://sos.nh.gov/>).
- 8.8.2. 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, attachment or section 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."

- 8.8.3. 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.
- 8.8.4. 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.
- 8.8.5. 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.
- 8.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
- 8.8.7. 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;
- 8.8.8. 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
- 8.8.9. 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.

8.9. Electronic Posting of RFP Results and Resulting Contract

- 8.9.1. 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.
- 8.9.2. 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.

8.10. 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.

8.11. 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.

8.12. 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.

8.13. 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.

8.14. 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.

8.15. Scope of Award and Contract Award Notice

8.15.1. 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.

8.15.2. 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.

8.16. 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.

8.17. 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.

8.18. Contingency

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

8.19. 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.

8.20. 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.

9. COMPLIANCE

9.1. 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.

9.2. **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:**

- 9.2.1. Site visits.
- 9.2.2. File reviews.
- 9.2.3. Staff training.

9.3. Records

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

- 9.3.1.1. 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).
- 9.3.1.2. 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.
- 9.3.1.3. 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.

9.3.2. 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).

9.4. Credits and Copyright Ownership

- 9.4.1. 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."
- 9.4.2. 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.
- 9.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 9.4.3.1. Brochures.
 - 9.4.3.2. Resource directories.
 - 9.4.3.3. Protocols.
 - 9.4.3.4. Guidelines.
 - 9.4.3.5. Posters.
 - 9.4.3.6. Reports.
- 9.4.4. The selected Vendor(s) must not reproduce any materials produced under the contract without prior written approval from the Department.

9.5. Culturally and Linguistically Appropriate Services

- 9.5.1. Vendors are required to consider the need for language services for individuals with Limited English Proficiency 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.
- 9.5.2. 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.
- 9.5.3. If awarded a contract, the selected Vendor(s) will be:
 - 9.5.3.1. 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

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

9.6. Eligibility Determinations

- 9.6.1. The selected Vendor(s) must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

9.7. Background Checks

- 9.7.1. The selected Vendor must ensure prior to permitting any individual to provide services under the resulting contract, the selected Vendor(s) must ensure that said individual has undergone:
 - 9.7.1.1. 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.
 - 9.7.1.2. 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.
 - 9.7.1.3. 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.

9.8. Confidential Data

- 9.8.1. 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.
- 9.8.2. 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.
- 9.8.3. Upon request, the selected Vendor(s) must allow the Department to conduct a Privacy Impact Assessment (PIA) of its system 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:
 - 9.8.3.1. How PII is gathered and stored;
 - 9.8.3.2. Who will have access to PII;

- 9.8.3.3. How PII will be used in the system;
 - 9.8.3.4. How individual consent will be achieved and revoked; and
 - 9.8.3.5. Privacy practices.
- 9.8.4. 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.

9.9. State Owned Devices, Systems and Network Usage

- 9.9.1. If the selected Vendor's workforce or its subcontractor's workforce is authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the State network in the fulfillment of this Agreement, the selected Vendor must:
- 9.9.1.1. Sign and abide by applicable Department and NH Department of Information Technology (DOIT) use agreements, policies, standards, procedures and/or guidelines;
 - 9.9.1.2. Use the information solely for conducting official Department business;
 - 9.9.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 9.9.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the state. At all times the selected Vendor(s) must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the state. Only equipment or software owned, licensed, or being evaluated by the State can be used by the selected Vendor. Non-standard software must not be installed on any equipment unless authorized by the Department's Information Security Office:
 - 9.9.1.5. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems." The selected Vendor(s) must understand and agree that use of email must follow Department and DOIT standard policies. When utilizing the Department's email system, the selected Vendor(s) must:
 - 9.9.1.5.1. Include in the signature lines information identifying the contractor as a non-state employee; and
 - 9.9.1.5.2. Contain the following embedded confidentiality notice:

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.”

- 9.9.2. The State internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to policy. At no time should the State’s internet be used for personal use or used by the selected Vendor(s) without written approval by the Department’s Information Security Office.
- 9.9.3. All workforce members of the selected Vendor(s) or its subcontractors with a workspace in a Department building and/or facility must sign the Department’s Business Use and Confidentiality Agreement upon execution of the agreement and annually until contract end.

9.10. Contract End-of-Life Transition Services

- 9.10.1. If applicable, upon termination or expiration of the resulting Contract(s), the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor(s) to the Department and, if applicable, the Vendor engaged by the Department to assume the Services previously performed by the selected Vendor(s) for this section the new vendor shall be known as “Recipient”). Contract end of life services shall be provided at no additional cost. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor(s) 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 selected Vendor(s).
- 9.10.2. The selected Vendor(s) must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the selected Vendor(s) and their Affiliates 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 selected Vendor(s) 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.
- 9.10.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of State Data is complete.
- 9.10.4. The internal planning of the Transition Services by the selected Vendor(s) and its Affiliates shall be provided to the Department and if applicable the Recipient on a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 9.10.5. Should the data Transition extend beyond the end of the resulting Contract(s), the selected Vendor(s) and its affiliates agree Contract Information Security Requirements, and if applicable, the Department’s Business Associates

Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

- 9.10.6. In the event where the selected Vendor(s) has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and selected Vendor(s) will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

9.11. Website and Social Media

- 9.11.1. The selected Vendor(s) must agree that if performance of services on behalf of the Department involve using social media or a website for marketing to solicit information of individuals, or Confidential data, the Vendor 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 of the Department's and NH Department of Information Technology's website and social media requirements and policies.
- 9.11.2. The selected Vendor(s) must agree protected health information (PHI), personal information (PI), or other confidential information solicited either by social media or the website maintained, stored or captured shall not be further disclosed unless expressly provided in the contract. The solicitation or disclosure of PHI, PI, or other confidential information shall be subject to the Information Security Requirements Exhibit, the Business Associates Agreement Exhibit and all applicable state rules and state and federal law. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the selected Vendors agree that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

9.12. Audit Requirements

- 9.12.1. The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 9.12.1.1. 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.
 - 9.12.1.2. 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.
 - 9.12.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 9.12.2. 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.

- 9.12.3. 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.
- 9.12.4. 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.
- 9.12.5. 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.

10. APPENDICES TO THIS SOLICITATION

11. Appendix A – Form P-37 General Provisions and Standard Exhibits

12. Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements

13. Appendix C – Transmittal Letter and Vendor Information

14. Appendix D – Technical Response to Questions

15. Appendix E – NH Continuum of Care Boundaries Graphic