



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Child Care Market Rate Report and Narrow Cost Analysis Study

RFA-2024-DES-04-CCMRN

RELEASE DATE: December 6, 2023

TABLE OF CONTENTS

1. PURPOSE AND OVERVIEW	3
2. STATEMENT OF WORK	5
3. SOLICITATION RESPONSE EVALUATION	11
4. SOLICITATION RESPONSE PROCESS	11
5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS	12
6. SOLICITATION RESPONSE REQUIREMENTS	13
7. ADDITIONAL TERMS AND REQUIREMENTS	13
8. COMPLIANCE	18
9. APPENDICES TO THIS SOLICITATION	23

New Hampshire Department of Health and Human Services
 Child Care Market Rate Report and Narrow Cost Analysis Study

1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Economic Stability (“Department”) is seeking responses to this Request for Applications (RFA) (solicitation) from Vendors to analyze the market rates and cost of providing child care in New Hampshire and provide one (1) Child Care Market Report and one (1) Child Care Narrow Cost Analysis Study Report. The selected Vendor will not conduct a survey of child care providers, as the market rate and cost of care data will be provided to the selected Vendor by the Department.

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

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	January 2024, upon Governor and Executive Council approval.	
Contract End Date	December 30, 2024	
Renewal Options	The Department may extend contracted services for up to four (4) additional years.	
Funding for the resulting contract is anticipated to be approximately:	\$50,000 in total.	
Funding Source	The Department anticipates using Federal funds for resulting contract.	
	Assistance Listing #	93.575
	Award Name	Child Care Development Block Grant
Match Requirements	N/A	
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 selected Vendor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.		

1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	12/6/2023
2.	Letter of Intent Submission Deadline (optional)	12/12/2023
3.	Questions Submission Deadline	12/12/2023 12:00 PM - Noon
4.	Department Response to Questions Published	12/20/2023
5.	Vendor Solicitation Response Due Date	12/27/2023 12:00 PM - Noon

1.4. Background

1.4.1. **New Hampshire Department of Health and Human Services, Division of Economic Stability**

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

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

The Bureau of Child Development and Head Start Collaboration (BCDHSC) administers the Federal Child Care and Development Fund (CCDF), which supports a variety of activities intended to improve the quality of early childhood education and out-of-school time services throughout the State, including professional development. Staff qualifications are key to quality care and education, and providing financial assistance for college-level courses is foundational to improving staff capacity to provide high quality programs for New Hampshire’s children from birth through twelve (12) years of age.

1.4.2. **Objective**

As part of the Department’s mission to promote the health, safety, and well-being of the citizens of New Hampshire, and pursuant to federal statute, 42 USC 9858c(c)(4)(A), and

federal regulation, 45 CFR 98.45(a), the Department is required to collect data and evaluate the cost of child care and the rates being charged to families for that care. This data informs the Department's reimbursement rates to child care providers statewide. In addition, the narrow cost analysis will help identify the State's true cost of child care for both child care providers and families. The Market Rate Report and Narrow Cost Analysis Report will assist the Department to set fair and equitable rates for child care, and are required pursuant to the Code of Federal Regulations (CFR) 45 § 98.45.

Federal statute, 42 USC 9858c(c)(4)(A), and federal regulation, 45 CFR 98.45(a) require the State to establish payment rates for child care assistance that are sufficient to ensure equal access to child care services for eligible children that are comparable to those provided to families that are not eligible to receive child care assistance. Further, federal regulation 45 CFR 98.45(b)(2) requires that the state summarize how payment rates are adequately based on the most recent market rates or alternative methodology conducted no earlier than two (2) years prior to the submission date of the current New Hampshire State Child Care and Development Fund Plan.

The Child Care Development Block Grant (CCDBG) Act of 2014 authorizes the Child Care and Development Fund (CCDF) program to identify how funds are used when providing financial assistance to low-income families to access child care. States are required to describe how they will use CCDF resources to support child care policies through a three-year state plan to the Administration for Children and Families (ACF). A valid and reliable Child Care Market Rate Survey or approved alternative methodology is required to be submitted as part of this state plan.

2. STATEMENT OF WORK

2.1. Scope of Services

Child Care Market Rate Report

2.1.1. The selected Vendor must develop and provide a final Child Care Market Rate Report (CCMR Report) as defined in, and in accordance with 45 CFR 98.45(c) and (d)(1).

2.1.1.1. The CCMR Report must be developed by utilizing Department-provided market rate and cost of care data (herein after referred to as "Department data"). The Department data is compiled and collected in New Hampshire Connections Information System: www.nh-connections.org, New HEIGHTS, New Hampshire Bridges and other resources, see Appendix - F Child Care Market Rate Report and Narrow Cost Analysis Study Data Points for data points. The Department will provide the Department data to the selected Vendor for the development of the CCMR Report.

2.1.1.2. The Department is not conducting a survey of providers as part of this contract. The selected Vendor is not conducting a survey of providers as part of this contract. The current child care rate data is collected in and will be exported from New Hampshire Connections Information System: www.nh-connections.org (NHCIS), New HEIGHTS, New

New Hampshire Department of Health and Human Services
Child Care Market Rate Report and Narrow Cost Analysis Study

Hampshire Bridges and other resources to be used to create the CCMR Report.

2.1.1.3. The CCMR Report must be developed, in part, by making recommendations as a result of the Department data analyzed in the Child Care Narrow Cost Analysis referenced in Subsection 2.1.2., and in accordance with 45 CFR 98.45(f)(1).

2.1.1.3.1. The CCMR Report must include comparisons of:

2.1.1.3.1.1. New Hampshire's subsidized and unsubsidized child care rates; and

2.1.1.3.1.2. National and New Hampshire's subsidized and unsubsidized child care rates.

2.1.1.4. The CCMR Report must include the following:

2.1.1.4.1. Purpose and requirements of the CCMR Report.

2.1.1.4.2. Overview of the New Hampshire Child Care Scholarship program.

2.1.1.4.3. Department data as identified in Appendix E - Child Care Market Rate Report and Narrow Cost Analysis Study Data Points.

2.1.1.4.4. An explanation of the data collection process and/or sources, including but not limited to:

2.1.1.4.4.1. NHCIS.

2.1.1.4.4.2. New HEIGHTS.

2.1.1.4.4.3. New Hampshire Bridges.

2.1.1.4.4.4. Additional resources utilized.

2.1.1.4.5. State of New Hampshire definitions and parameters for Department data, including, but not limited to:

2.1.1.4.5.1. Child Care Scholarship Enrollment categories (full time, part time, half time, and on demand).

2.1.1.4.5.2. Geographic parameters.

2.1.1.4.5.3. Weekly rates, registration fees, cost-share and copayments.

2.1.1.4.5.4. Child care licensing regulations.

2.1.1.4.6. Description of the data analysis process must include but is not limited to:

- 2.1.1.4.6.1. Data cleansing, also referred to as data cleaning or data scrubbing, is the process of fixing incorrect, incomplete, duplicate or otherwise erroneous data in a data set. It involves identifying data errors and then changing, updating or removing data to correct them.
- 2.1.1.4.6.2. Sample size.
- 2.1.1.4.6.3. Data conversion.
- 2.1.1.4.7. Analysis of New Hampshire Child Care Scholarship rates by type, categories, and New Hampshire Child Care unsubsidized rates and fees by categories, type, county, region and statewide, to include:
 - 2.1.1.4.7.1. Market rate data and trends between 2019 through 2022.
 - 2.1.1.4.7.2. Market rate data and trends in 2023.
 - 2.1.1.4.7.3. Market rate data and trends in: Massachusetts, Maine, Rhode Island, Connecticut and Vermont, in comparison to New Hampshire data and trends from 2019 through 2023.
- 2.1.1.4.8. New Hampshire provider rates and other percentiles.
- 2.1.1.4.9. New Hampshire provider rate variances.
- 2.1.1.4.10. Geographic challenges related to child care in New Hampshire.
- 2.1.1.4.11. Barriers to child care and caring for children receiving child care assistance in New Hampshire.
- 2.1.1.4.12. Recommendations.
- 2.1.1.4.13. Appendices.
- 2.1.1.4.14. Citations and charts.

Child Care Narrow Cost Analysis (CCNCA) and Report

- 2.1.2. The selected Vendor must use Department data to analyze and compare subsidized and unsubsidized child care rates and fees, including weekly rates, registration fees, payment structure, cost-share and copayments charged by New Hampshire child care providers, as defined below. Department data is compiled and collected in New Hampshire Connections Information System: www.nh-connections.org, New HEIGHTS, New Hampshire Bridges and other resources, see Appendix E - Child Care Market Rate Report and Narrow Cost Analysis Study Data Points. Analysis and comparison include the following child care providers:

- 2.1.2.1. Full-time, part-time and hourly; licensed center-based and family child care serving children birth through age twelve (12), pursuant to: He-C 4002, see:
<https://www.dhhs.nh.gov/sites/g/files/ehbemt476/files/documents2/he-c-4002-formatted.pdf>, ([he-c-4002-formatted.pdf \(nh.gov\)](#)); and
- 2.1.2.2. License-exempt Facilities and Home Providers serving children birth through age twelve (12). pursuant to: He-C 6914, see:
<https://www.nh-connections.org/wp-content/uploads/2023/08/He-C-6914-adopted-2020.pdf>, ([He-C-6914-adopted-2020.pdf \(nh-connections.org\)](#))
- 2.1.3. The selected Vendor must utilize Department data, as identified in Appendix E Child Care Market Rate Report and Narrow Cost Analysis Study Data Points, to develop and provide one (1) final CCNCA Report identifying the true cost of child care both actual and projected statewide, by region and county.
 - 2.1.3.1. The CCNCA must include the following information:
 - 2.1.3.1.1. Purpose and requirements.
 - 2.1.3.1.2. Overview of the New Hampshire Child Care sector.
 - 2.1.3.1.3. Any limitations in conducting a Narrow Cost Analysis.
 - 2.1.3.1.4. Data collected and utilized in the report.
 - 2.1.3.1.5. Cost study design.
 - 2.1.3.1.6. Findings and summary of the cost of care by program type, age group in care, and variations statewide and by NH early childhood regions, and towns within regions, see: [nh pdg early childhood regions 15july2021.pdf \(unh.edu\)](#).
 - 2.1.3.1.7. Appendices.
 - 2.1.3.1.8. Citations and charts.

Executive Summary

- 2.1.4. The selected Vendor must produce an one (1) Executive Summary for the CCMR and one (1) Executive Summary for the CCNCA that includes instructions regarding charts and tables within the Final Report and copies of all significant documents produced including, but not limited to:
 - 2.1.4.1. Complete rate tables for all categories of care and age segments.
 - 2.1.4.2. Standard rate tables that include the mean, median, standard deviation and percentages.
 - 2.1.4.3. Tables that are prepared, at the 50th, 55th, 60th, and 75th percentile.
 - 2.1.4.4. An exhibit comparing rates by geographic region within the State.

- 2.1.4.5. Changes in New Hampshire child care rates, number of providers, enrollment rates and capacity since 2018 by NH early child care region; see: [nh_pdg_early_childhood_regions_15july2021.pdf \(unh.edu\)](https://www.unh.edu/nh_pdg_early_childhood_regions_15july2021.pdf).
- 2.1.4.6. Analyses of selected current data defined in Appendix E Child Care Market Rate Report and Narrow Cost Analysis Study Data Points, against other available data regarding poverty and issues regarding access to child care, to assist the Department in determining rates that ensure equal access.
- 2.1.4.7. The estimated cost of child care, including any relevant variation by geographic location, category of provider, or age of child, necessary to support child care providers' implementation of the health, safety, quality, and staffing requirements.
- 2.1.4.8. The estimated cost of higher-quality care, including any relevant variation by geographic location, category of provider, or age of child, for Granite Steps for Quality or nationally accredited programs.
- 2.1.5. The selected Vendor must collaborate and cooperate with the Department to provide, develop, review, and edit all drafts, until final drafts and final reports are approved by the Department. The selected Vendor must:
 - 2.1.5.1. Meet with Department virtually and/or as requested by the Department to develop the draft and final report.
 - 2.1.5.2. Providing an electronic draft copy of the final report in, draft form, to the Department (in Microsoft Word) for review and comments within sixty (60) days of the effective date of the resulting contract.
 - 2.1.5.3. Make a formal presentation of the draft report to the Department.
- 2.1.6. The selected Vendor must ensure the CCMR Report and CCNCA Report described herein be compiled in a comprehensive and concise report and must be submitted in a clear and readable format utilizing graphics, mapping and other infographics, in addition to narrative sections to clearly convey the findings, data points and conclusions.
- 2.1.7. The selected Vendor must present the Department approved CCMR and CCNCA in a public forum at a time and place to be determined by the Department, using a presentation document described in section 2.1.8.
- 2.1.8. The selected Vendor must use the final Department approved CCMR and CCNCA Report content to create a Department approved PowerPoint presentation, which will be utilized to convey findings to key audiences and stakeholders in a public forum within thirty (30) days of receipt of the Final Report. The PowerPoint must simplify and visually represent the findings and recommendations to provide a concise and engaging overview of the content, relying on the comprehensive CCMR and CCNCA.

New Hampshire Department of Health and Human Services
Child Care Market Rate Report and Narrow Cost Analysis Study

- 2.1.9. The selected Vendor must provide a comprehensive work plan, detailing how the scope of work will be executed, to the Department within ten (10) calendar days from contract effective date. The Department reserves the right to require the selected Vendor to edit and/or update the work plan at the Department's request.
- 2.1.10. The selected Vendor must conduct a "kick-off" meeting with the Department to discuss the expected work and deliverables of this agreement within five (5) calendar days from contract effective date.
- 2.1.11. The selected Vendor must participate in meetings with the Department twice a month, or as otherwise requested by the Department.
- 2.1.12. **Reporting**
 - 2.1.12.1. The selected Vendor must submit one (1) final Child Care Market Rate Report; and one (1) final Child Care Narrow Cost Analysis Report to the Department within ninety (90) days of the effective date of the resulting contract.
 - 2.1.12.2. The selected Vendor must complete and submit monthly activity progress reports.

2.2. Mandatory Questions

- 2.2.1. In response to this solicitation, Vendors must respond to the Mandatory Questions below in Appendix D, Technical Responses to Questions.
 - Q1** – Describe your ability to perform the entire scope of work in this RFA, including your knowledge of the federal laws regarding CCMR and CCNCA.
 - Q2** – Describe your experience in market research and analysis, specifically in the area of evaluating child care business operations or a related field, and in developing and providing data analysis and reports.
 - Q3** – Describe your capacity to perform the entire scope of work in this RFA. Please include a list of key staff, with their roles and responsibilities related to this contract, their relevant education and work experience.

2.3. Finance

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

State Fiscal Year	Funding Amount
2024	\$50,000
TOTAL	\$50,000

- 2.3.2. Funds are anticipated to be available in the State Fiscal Year identified above with the ability to adjust encumbrances between state fiscal years, if needed and justified.
- 2.3.3. 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.

- 2.3.4. 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.

3. SOLICITATION RESPONSE EVALUATION

- 3.1. 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)	300 Points
Experience (Q2)	200 Points
Capacity (Q3)	150 Points
Technical Response – Total Possible Score	650 Points

MAXIMUM POSSIBLE SCORE	650 Points
-------------------------------	-------------------

4. SOLICITATION RESPONSE PROCESS

4.1. Letter of Intent

- 4.1.1. A Letter of Intent to submit a Response to this solicitation is optional.
- 4.1.2. 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.
- 4.1.3. 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.**

4.2. Questions and Answers

4.2.1. Vendors’ Questions

- 4.2.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the

Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.

4.2.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

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

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

4.2.2. Department Responses

4.2.2.1. 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.

4.2.3. Exceptions

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

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

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

4.3. Solicitation Amendment

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

5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

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

5.1.1. The subject line must include the following information:

RFA-2024-DES-04-CCMRN (email xx of xx).

5.2. The maximum size of file attachments per email is 25 MB. Submissions with file attachments exceeding 25 MB must be sent via multiple emails.

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

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

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

6. SOLICITATION RESPONSE REQUIREMENTS

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

6.2. Technical Response Contents

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

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

6.2.2. Appendix C – Transmittal Letter and Vendor Information, including:

6.2.2.1. Vendor Code Number - Prior to executing any resulting contract(s), the selected Vendor 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>

6.2.3. Appendix D – Vendor Technical Response to Mandatory Questions

6.2.4. 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.

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

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

7.2. Collaborative Solicitation Responses

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

7.3. Validity of Solicitation Responses

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

7.4. Debarment

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.

7.5. Property of Department

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

7.6. Solicitation Response Withdrawal

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

7.7. Confidentiality

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

7.8. Public Disclosure

- 7.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship 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/>).

- 7.8.2. 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."
- 7.8.3. 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.
- 7.8.4. 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.
- 7.8.5. 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.
- 7.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
 - 7.8.6.1. 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;
 - 7.8.6.2. 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

- 7.8.6.3. 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.

7.9. Electronic Posting of Solicitation Results and Resulting Contract

- 7.9.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this solicitation, the Department will post the name, rank or score of each responding Vendor. In the event that the resulting contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.
- 7.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, 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.

7.10. Non-Commitment

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

7.11. Liability

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

7.12. Request for Additional Information or Materials

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

7.13. Oral Presentations and Discussions

- 7.13.1. 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. All costs associated with an oral presentation shall be borne entirely by the Vendor.

7.14. Successful Vendor Notice and Contract Negotiations

7.14.1. 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 that are not initially selected to enter into contract negotiations.

7.15. Scope of Award and Contract Award Notice

7.15.1. The Department reserves the right to award a service, part of a service, group of services, or total solicitation response and to reject any and all solicitation responses in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.

7.15.2. If a contract is awarded, the selected Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

7.16. Site Visits

7.16.1. 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. All costs associated with any site visit or requests for documents shall be borne entirely by the Vendor.

7.17. Protest of Intended Award

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

7.18. Contingency

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

7.19. Ethical Requirements

7.19.1. From the time this solicitation is published until a contract is awarded, no Vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded a solicitation, or similar submission. Any Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting a response to this solicitation, or similar request for submission and every such Vendor shall be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

7.20. Liquidated Damages

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

8. COMPLIANCE

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

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

8.2.1. Site visits.

8.2.2. File reviews.

8.2.3. Staff training.

8.3. Records

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

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

8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all

such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 8.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3.2. During the term of the resulting contract(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

8.4. Credits and Copyright Ownership

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

8.5. Background Checks

- 8.5.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:
 - 8.5.1.1. 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; and
 - 8.5.1.2. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

8.6. Confidential Data

- 8.6.1. 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.
- 8.6.2. The selected Vendor must ensure any individuals 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 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.
- 8.6.3. 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:
 - 8.6.3.1. How PII is gathered and stored;
 - 8.6.3.2. Who will have access to PII;
 - 8.6.3.3. How PII will be used in the system;
 - 8.6.3.4. How individual consent will be achieved and revoked; and
 - 8.6.3.5. Privacy practices.
- 8.6.4. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

8.7. Contract End-of-Life Transition Services

- 8.7.1. General Requirements
 - 8.7.1.1. 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 Selected Vendor .

- 8.7.1.2. The selected Vendor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Selected Vendor 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 Selected Vendor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 8.7.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 8.7.1.4. The internal planning of the Transition Services by the Selected Vendor 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.
- 8.7.1.5. Should the data Transition extend beyond the end of the Contract, the Selected Vendor agrees that the Contract Information Security Requirements, and if applicable, the Department’s Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 8.7.1.6. In the event where the Selected Vendor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Selected Vendor 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.

8.7.2. Completion of Transition Services

- 8.7.2.1. 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 Selected Vendor notifies the Department of an issue requiring additional time to complete said product.
- 8.7.2.2. Once all parties agree the data has been migrated the Selected Vendor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.
- 8.7.3. Disagreement over Transition Services Results
 - 8.7.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Selected Vendor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

8.8. Audit Requirements

- 8.8.1. The selected Vendor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.8.1.1. Condition A - The selected Vendor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.8.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 8.8.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.8.2. If Condition A exists, the selected Vendor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.8.3. 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.
- 8.8.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding

source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Vendor is high-risk.

- 8.8.5. 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 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(s) to which exception has been taken, or which have been disallowed because of such an exception.

9. APPENDICES TO THIS SOLICITATION

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 9.3. Appendix C – Transmittal Letter and Vendor Information**
- 9.4. Appendix D – Technical Response to Questions**
- 9.5. Appendix E – Child Care Market Rate Report and Narrow Cost Analysis Study Data Points**