



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Infections Disease Medical & Epidemiology Consultant Services

RFA-2024-DPHS-03-INFEC

RELEASE DATE: MARCH 8, 2023

TABLE OF CONTENTS

1. PURPOSE AND OVERVIEW	3
2. STATEMENT OF WORK	5
3. SOLICITATION RESPONSE EVALUATION	12
4. SOLICITATION RESPONSE PROCESS	12
5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS	13
6. SOLICITATION RESPONSE REQUIREMENTS	14
7. ADDITIONAL TERMS AND REQUIREMENTS	14
9. APPENDICES TO THIS SOLICITATION	24

1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Public Health Services (“Department”) is seeking responses to this Request for Applications (solicitation) from qualified Vendors for statewide infectious disease medical and epidemiology consultation services. Services will include consultation in infectious disease case and outbreak management, infectious disease prevention, and healthcare system preparedness.

The selected Vendor must be able to provide services at the Department’s Division of Public Health Services offices located at 29 Hazen Drive, Concord, NH 03301, as requested by the Department and must be available 24/7 by phone for high-priority clinical consultations when not physically present.

The Department anticipates awarding one (1) contract for the services requested 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	7/1/2023	
Contract End Date	6/30/2027	
Renewal Options	The Department may extend contracted services for up to two (2) additional years.	
Funding for the resulting contract(s) is anticipated to be approximately:	\$900,000 – see subsection 2.6., Compensation and Contract Value.	
Funding Source	The Department anticipates using Federal, General, and Other funds for resulting contract(s).	
	Assistance Listing #s	93.323, 93.889, 93.069
	Award Names	Epidemiology and Laboratory Capacity for Infectious Diseases; Hospital Preparedness Program; Public Health Emergency Preparedness
Match Requirements	N/A	
Point of Contact	Allison Goodwin, Contract Specialist Allison.M.Goodwin@dhhs.nh.gov 603-271-9391	

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 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	3/8/2023
2.	Letter of Intent Submission Deadline (optional)	3/13/2023
3.	Questions Submission Deadline	3/17/2023 12:00PM
4.	Department Response to Questions Published	3/24/2023
5.	Vendor Solicitation Response Due Date	3/31/2023 12:00PM

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division of Public Health Services

The Department's Division of Public Health Services' (DPHS) mission is to ensure the health and well-being of communities and populations in New Hampshire, by protecting and promoting the physical, mental and environmental health of citizens, and by preventing disease, injury and disability.

The Bureau of Infectious Disease Control (BIDC), in the Department's DPHS, is responsible for the infectious disease surveillance and epidemiology response. The mission of the BIDC is to identify, investigate, monitor and prevent the occurrence of infectious diseases to protect and promote the health of residents and visitors to New Hampshire. BIDC maintains a 24/7/365 on-call system to respond to public health emergencies and urgent matters related to infectious disease.

1.4.2. Objective

BIDC is seeking statewide infectious disease medical and epidemiology consultation services to:

- 1.4.2.1. Strengthen the Department's infectious disease prevention and response capacity;
- 1.4.2.2. Strengthen public health emergency preparedness (PHEP) and healthcare system preparedness (HSP) capacity; and
- 1.4.2.3. Strengthen healthcare-associated infections and antimicrobial resistance (AR) prevention, response, and stewardship infrastructure and capacity.

1.4.3. Covered Populations

The selected Vendor will support the needs of all New Hampshire residents and visitors who may be impacted by an infectious disease of public health concern or a public health emergency.

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Vendor must provide expert infectious disease clinical consultation services, subject matter expertise to support infectious disease-related public health and healthcare preparedness, and senior-level antibiotic resistance expertise to support healthcare-associated infections and antimicrobial resistance activities.
- 2.1.2. The selected Vendor must designate an Infectious Disease Medical Epidemiologist Advisor (ID-MEA) to provide the required services as outlined in this solicitation. The selected Vendor may designate services to additional ID-MEA, if required.
 - 2.1.2.1. The selected Vendor ID-MEA(s) must provide technical assistance and consultation to BIDC staff at mutually agreed upon times for the following services, which must include, but is not limited to:
 - 2.1.2.2. Urgent and non-urgent disease surveillance.
 - 2.1.2.3. Infectious disease control.
 - 2.1.2.4. Outbreak response issues.
 - 2.1.2.5. Antimicrobial resistance (AR) prevention, response.
 - 2.1.2.6. Public health emergency preparedness (PHEP).
 - 2.1.2.7. Healthcare system preparedness (HSP) capacity
 - 2.1.2.8. Human Immunodeficiency Virus (HIV) response.
 - 2.1.2.9. Tuberculosis clinical response.
- 2.1.3. The selected Vendor ID-MEA(s) must:

- 2.1.3.1. Have the ability to be physically present at the Department's offices, when requested by the Department, specifically during significant infectious disease incidences or outbreaks to facilitate response and planning activities. Supplies, office equipment, computer, and phone will be provided by the Department.
- 2.1.3.2. Attend 75% of weekly Outbreak Team meetings to discuss significant cases and outbreaks.
- 2.1.3.3. Attend 75% of quarterly HIV Medical Advisory Board meetings to provide clinical guidance and provide recommendations.
- 2.1.3.4. Participate as a member of the HIV Planning Group and attend meetings as requested by the Department.
- 2.1.3.5. Participate as a member of the HIV Care Quality Management (QCM) Committee to review and provide guidance on clinical quality management activities. The ID-MEA will provide consultation services on CQM activities in between meetings if requested.
- 2.1.3.6. Co-chair the Communicable Disease Epidemic Control Committee, a group of state public health partners and healthcare providers that is logistically coordinated by the Department and will be established and meet based on a schedule developed by the Department.
- 2.1.3.7. Be available 24/7 by phone for high-priority clinical consultations when not physically present.
- 2.1.3.8. Respond to 100% of high-priority infectious disease consultation requests, as determined by the Department, within one (1) hour and 100% of non-high-priority infectious disease consultation requests within twenty-four (24) hours, 24/7/365.
- 2.1.3.9. Participate in after-hours, weekend, and holiday infectious disease physician support to front-line Department staff that are on-call.
- 2.1.3.10. Appointed coverage for periods where the ID-MEA is not available from a qualified infectious disease physicians or an infectious disease clinical consultation call line.
- 2.1.4. The selected Vendor ID-MEA(s) must assist with drafting and reviewing infectious disease-related healthcare provider communications and clinical guidance and infectious disease-related public communications, which may include but is not limited to health alert releases, website content, fact sheets, and press releases.
- 2.1.5. The selected Vendor ID-MEA(s) must provide and assist in the organization of infectious disease-related presentations to statewide partners at conferences, statewide webinars, Department staff, or other appropriate venues.

- 2.1.6. The selected Vendor ID-MEA(s) must respond to requests from the media, healthcare providers, and public health partners in collaboration with the Department to inform, investigate and recommend the strategies for disease control measures, public health emergency response, and antimicrobial resistance. The selected Vendor ID-MEA(s) must not respond to the media or public health partners on behalf of the Department without written consent from the Department's Public Information Office.

Public Health and Healthcare Preparedness and Response Services

- 2.1.7. The selected Vendor ID-MEA(s) must will participate in infectious disease-related HSP, PHEP, and AR plans for exercises, which include but are not limited to workshops, tabletops, and drills.
- 2.1.8. The selected Vendor ID-MEA(s) must assist with writing and implementation of infectious disease-related HSP, PHEP, and AR plans and guidance documents.
- 2.1.9. The selected Vendor ID-MEA(s) must serve as a medical subject matter expert as part of the DPHS Incident Management Team.
- 2.1.10. The selected Vendor ID-MEA(s) must participate in 90% of drills and respond to 100% of actual infectious disease-related events.
- 2.1.11. The selected Vendor ID-MEA(s) must write standing orders for administration of antimicrobial agents or vaccines during infectious disease-related emergencies as requested and in accordance with established guidelines and state and federal regulations.
- 2.1.12. The selected Vendor ID-MEA(s) must provide infectious disease-related subject matter expertise to the statewide Health Care Coalition (HCC) to ensure healthcare system readiness and response capacity for infectious disease, especially for high-threat infectious diseases.

Antimicrobial Resistance and Healthcare-Associated Infections Services

- 2.1.13. The selected Vendor ID-MEA(s) must serve as an antimicrobial resistance (AR) subject matter expert and consultant to foster facility, regional and state-wide antimicrobial stewardship in collaboration with the Department. The selected Vendor ID-MEA(s) must:
- 2.1.13.1. Assist healthcare facilities with developing or refining a stewardship program, outbreak response consultation.
 - 2.1.13.2. Coordinate with HAI program, as requested by the Department, for a facility site visits if there is a large-scale AR event.
- 2.1.14. The selected Vendor ID-MEA(s) must attend 75% of the Healthcare-Associated Infections (HAI) technical advisory workgroup meetings.
- 2.1.15. The selected Vendor ID-MEA(s) must participate as a member and help lead the NH Antimicrobial Resistance Advisory Workgroup (ARAW) in collaboration with the NH Healthcare Associated Infections (HAI) Program.
- 2.1.16. The selected Vendor ID-MEA(s) must participate in 75% of internal meetings focused on Antimicrobial Resistance planning and response.

- 2.1.17. The selected Vendor ID-MEA(s) must co-chair AR advisory workgroup and attend 75% of the meetings. This includes coordinating with the HAI program to develop meeting agendas, provide meeting facilitation, coordinating and engaging AR members, and presentations.
- 2.1.18. The selected Vendor ID-MEA(s) must present on AR surveillance and stewardship to healthcare facilities, healthcare providers, and to Department staff as requested.
- 2.1.19. The selected Vendor ID-MEA(s) must develop and review AR and stewardship resources to be distributed by the HAI Program to healthcare facilities and providers.
- 2.1.20. The selected Vendor ID-MEA(s) must attend infectious disease AR conferences to provide the most up to date science to HAI Program staff on AR.
- 2.1.21. The selected Vendor ID-MEA(s) must help develop and review antibiogram and other statewide AR reports, AR outbreak and cluster investigation reports, Carbapenem-resistant enterobacteriaceae and Clostridium difficile surveillance reports, and antimicrobial use reports.

2.2. Staffing

- 2.2.1. The selected Vendor must ensure the ID-MEA(s) meet the following criteria:
 - 2.2.1.1. Individual(s) must be a medical doctor (M.D. or D.O.) and be eligible for and hold a valid New Hampshire medical license. Other qualified licensed healthcare providers may participate after review and approval by the Department.
 - 2.2.1.2. Individual(s) must have completed training in infectious disease as documented through completion of an infectious disease fellowship or similar credentialing program AND be board certified through the American Board of Internal Medicine in the specialty of Infectious Disease. Other healthcare providers for consideration will be required to provide documentation to support subject matter expertise in the areas of infectious disease and antimicrobial resistance, and may be approved at the discretion of the Department.
 - 2.2.1.3. Preference is for a physician who has completed a Master of Public Health degree or similar program, Accredited Preventative Medicine Residency program or the Centers for Disease Control and Prevention (CDC) Epidemic Intelligence Service (EIS) program. Other healthcare providers may be considered at the discretion of the Department.
- 2.2.2. The selected Vendor must provide staffing to fulfill the roles and responsibilities to support activities of this contract.
- 2.2.3. The selected Vendor must ensure staff funded under this RFP will be required to attend pertinent technical assistance sessions, progress reviews, and conference calls.
- 2.2.4. The selected Vendor must ensure that all staff members have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and must verify and document that it has met this

requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses or certifications and such records must be available for DHHS inspection.

2.3. Reporting

- 2.3.1. The selected Vendor must submit the following data to monitor program performance:
 - 2.3.1.1. Quarterly reports on program activities and plans for the upcoming quarter, in a format developed and approved by the Department. Reports will be due thirty (30) days following the end of each calendar quarter and include the following:
 - 2.3.1.1.1. Narrative of work completed in the past quarter;
 - 2.3.1.1.2. Narrative of the work in process and plans for the upcoming quarter, including challenges or barriers to completing requirements as described in the Scope of Work; and
 - 2.3.1.1.3. Documented achievements and work linked to the Scope of Work, including reporting on the required performance measures.
 - 2.3.1.2. Final cumulative report due sixty (60) days following the end of the contract term.
- 2.3.2. The selected Vendor(s) may be required to provide other data and metrics to the Department in a format specified by the Department, as requested.

2.4. Performance Measures

- 2.4.1. The selected Vendor must ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 2.4.1.1. Complete 90% of infectious disease consultation requests made by DPHS within a twenty-four (24) hour time period.
 - 2.4.1.2. Complete 100% of high-priority infectious disease consultation requests made by DPHS within one (1) hour.
 - 2.4.1.3. Participate in 90% of the DPHS Incident Management Team drills.
 - 2.4.1.4. Participate in 100% of actual DPHS infectious disease-related Incident Management Team activations.
 - 2.4.1.5. Participate in 75% of Outbreak Team meetings.
 - 2.4.1.6. Participate in 75% of HIV Medical Advisory Board meetings.
 - 2.4.1.7. Participate in 75% of Healthcare-Associated Infections Technical Advisory Workgroup Meetings.
 - 2.4.1.8. Participate in 75% of Healthcare-Associated Infections Antimicrobial Resistance Advisory Workgroup meetings.

- 2.4.2. The selected vendor must report on their progress towards meeting the performance measures, and overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at timeframes specified by the Department.
- 2.4.3. The selected Vendor must annually develop and submit a corrective action plan for any performance measure that was not achieved.

2.5. Mandatory Questions

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

Q1 Describe your organization's ability to fill the ID-MEA role and provide the coverage listed in this RFA. If a specific individual(s) are already identified for this role, please include the individual's curriculum vitae or resume on the Appendix E – Program Staff List.

Q2 Describe, in narrative form, your knowledge and experience regarding:

- a. Infectious disease expertise and providing infectious disease clinical consultation services.
- b. Public health and medical epidemiology expertise and any experience related to work in public health and epidemiology.
- c. Healthcare or public health preparedness planning.
- d. Public health preparedness exercises (workshops, tabletops, drills).
- e. Healthcare or public health emergency response and the incident command system.
- f. Antimicrobial resistance expertise and any experience establishing antimicrobial stewardship programs or coordinating antimicrobial stewardship work.
- g. Leading regional patient safety or infection prevention-related collaboratives or collaboratives involving multiple healthcare organizations.

Q3 Describe, in narrative form, your capacity to meet and exceed the performance measures identified in this RFA.

2.6. Compensation & Contract Value

- 2.6.1. The Department anticipates utilizing Federal Funds for the resulting contract. The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. The selected Vendor will be subject to the requirements in the Catalog of Federal Domestic Assistance (CFDA) #93.323, Centers for Disease Control, Epidemiology and Laboratory Capacity for Infectious Diseases; 93.889 , Centers for Disease Control, Hospital Preparedness Program; and 93.069, Centers for Disease Control, Public Health Emergency Preparedness.
- 2.6.2. Funding is anticipated to be available for the resulting contract as follows:

State Fiscal Year	Funding Amount
2024	\$225,000

New Hampshire Department of Health and Human Services
Infections Disease Medical & Epidemiology Consultant Services

2025	\$225,000
2026	\$225,000
2027	\$225,000
TOTAL	\$900,000

- 2.6.3. Funds are anticipated to be available in the State Fiscal Years identified above with the ability to adjust encumbrances between state fiscal years, if needed and justified.
- 2.6.4. Payment will be made to the selected Vendor on a cost reimbursement basis for actual expenditures incurred in the fulfillment of the resulting Agreement, in accordance with Department-approved budgets.
- 2.6.5. The selected Vendor must submit one (1) budget for each State Fiscal Year of the contract period for Department approval prior to contract execution. Payment for services will be made on a monthly basis based on the approved budgets, which will be included in the resulting contract.
- 2.6.6. The selected Vendor must submit monthly invoices using a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The selected Vendor must ensure invoices are completed, dated and submitted to the Department to initiate payment.

Remainder of this page intentionally left blank.

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)	100 Points
Knowledge and Experience (Q2)	200 Points
Capacity (Q3)	100 Points
Technical Response – Total Possible Score	400 Points

MAXIMUM POSSIBLE SCORE	400 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-DPHS-03-INFEC (email xx of xx).

- 5.2. The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.
- 5.3. The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 5.4. The Department will conduct an initial screening step to verify Vendor compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.
- 5.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses must 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, Contract Monitoring Provisions**, including:

- 6.2.1.1. **Audited Financial Statements** (four (4) most recently completed fiscal years or other acceptable financial documentation as specified in Appendix B, Contract Monitoring Provisions).

- 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(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 D 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 subcontractor subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits.

7.3. Validity of Solicitation Responses

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

7.4. Debarment

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 must not be considered eligible for an award under this solicitation.

7.5. Property of Department

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

7.6. Solicitation Response Withdrawal

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

7.7. Confidentiality

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

7.8. Public Disclosure

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

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

7.11. Liability

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

7.12. Request for Additional Information or Materials

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

7.13. Oral Presentations and Discussions

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

7.14. Successful Vendor Notice and Contract Negotiations

If a Vendor is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Vendor(s), all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor(s), the evaluation team may recommend another Vendor. The Department will not contact Vendor(s) that are not initially selected to enter into contract negotiations.

7.15. Scope of Award and Contract Award Notice

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

7.16. Site Visits

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

7.17. Protest of Intended Award

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

7.18. Contingency

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

7.19. Ethical Requirements

From the time this solicitation is published until a contract is awarded, no Vendor must 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 must 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, must be disqualified from submitting a response to this solicitation, or similar request for submission and every such

Vendor must 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 must note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, must be deleted from the list.

7.20. Liquidated Damages

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

8. COMPLIANCE

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

8.2. The selected Vendor(s) may be required to participate in monitoring activities for the resulting contract(s), at the sole discretion of the Department, including, but not limited to:

- 8.2.1. Site visits.
- 8.2.2. File reviews.
- 8.2.3. Staff training.

8.3. Records

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

- 8.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor(s) in the performance of the resulting contract(s), and all income received or collected by the selected Vendor(s).
- 8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which must 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.
- 8.3.1.4. Medical records on each patient/recipient of 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 must 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 must disallow any expenses claimed by the selected Vendor(s) as costs hereunder, the Department must retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

8.4. Credits and Copyright Ownership

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

8.5. Background Checks

- 8.5.1. Prior to making an offer of employment or for volunteer work, the selected Vendor will, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:
- 8.5.1.1. Obtain and verify at least two (2) references for the person;
 - 8.5.1.2. Submit the person's name for review against the Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49;
 - 8.5.1.3. Complete a criminal records check to ensure that the person has no history of:

- 8.5.1.3.1. Felony conviction; or
 - 8.5.1.3.2. Any misdemeanor conviction involving:
 - 8.5.1.3.2.1. Physical or sexual assault;
 - 8.5.1.3.2.2. Violence;
 - 8.5.1.3.2.3. Exploitation;
 - 8.5.1.3.2.4. Child pornography;
 - 8.5.1.3.2.5. Threatening or reckless conduct;
 - 8.5.1.3.2.6. Theft;
 - 8.5.1.3.2.7. Driving under the influence of drugs or alcohol; or
 - 8.5.1.3.3. Any other conduct that represents evidence of behavior that could endanger the well-being of any individual served under the resulting contract(s); and
- 8.5.2. Unless the selected Vendor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:
- 8.5.2.1. The individual's name is on the BEAS state registry;
 - 8.5.2.2. The individual has a record of a felony conviction; or
 - 8.5.2.3. The individual has a record of any misdemeanors as specified above.

8.6. Confidential Data

- 8.6.1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit K, DHHS Information Security Requirements.
- 8.6.2. The selected Vendor(s) must ensure any staff and/or volunteers involved in delivering services through the resulting contract(s) sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Exhibit K, The selected Vendor(s) must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor(s) must provide attestations upon Department request.
- 8.6.3. 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:
 - 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. State Owned Devices, Systems and Network Usage

8.7.1. 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:

8.7.1.1. Sign and abide by applicable Department and NH Department of Information Technology (DOIT) use agreements, policies, standards, procedures and/or guidelines;

8.7.1.2. Use the information solely for conducting official Department business;

8.7.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

8.7.1.4. 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:

8.7.1.5. 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:

8.7.1.5.1. Include in the signature lines information identifying the selected Vendor as a non-state employee; and

8.7.1.5.2. 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."

- 8.7.2. 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.
- 8.7.3. 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.

8.8. Contract End-of-Life Transition Services

- 8.8.1. 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 must be known as "Recipient"). Contract end of life services must 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 must provide the DTP template to the selected Vendor(s).
- 8.8.2. 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.
- 8.8.3. 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.
- 8.8.4. The internal planning of the Transition Services by the selected Vendor(s) and its Affiliates must be provided to the Department and if applicable the Recipient on a timely manner. Any such Transition Services must be deemed to be Services for purposes of this Contract.
- 8.8.5. 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.
- 8.8.6. 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.

8.9. Audit Requirements

- 8.9.1. The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.9.1.1. Condition A - The selected Vendor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.9.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.9.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.9.2. If Condition A exists, the selected Vendor(s) must 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.
- 8.9.3. If Condition B or Condition C exists, the selected Vendor(s) must submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 8.9.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Vendor is high-risk.
- 8.9.5. 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) must be held liable for any state or federal audit exceptions and must 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 – Contract Monitoring Provisions**
- 9.3. Appendix C – Transmittal Letter and Vendor Information**
- 9.4. Appendix D – Technical Response to Questions**
- 9.5. Appendix E – Program Staff List**