



State of New Hampshire  
Department of Health and Human Services

**REQUEST FOR APPLICATIONS**

FOR

Disaster Animal Response Team (DART) Program Manager

RFA-2024-DPHS-06-DARTP

RELEASE DATE: February 16, 2024

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**New Hampshire Department of Health and Human Services**  
 Disaster Animal Response Team (DART) Program Manager

**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 to provide planning, training, and recruitment as the Disaster Animal Response Team (DART) Program Manager.

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.

<b>Contract Effective Date</b>	<b>Upon Governor and Executive Council approval</b>	
<b>Contract End Date</b>	<b>June 30, 2025</b>	
<b>Renewal Options</b>	The Department may extend contracted services for up to four (4) additional years.	
<b>Funding for the resulting contract is anticipated to be approximately:</b>	<b>Up to \$37,500 in total</b>	
<b>Funding Source</b>	The Department anticipates using Federal and General funds for the resulting contract.	
	Assistance Listing #	93.069
	Award Name	NH Public Health Emergency Preparedness
<b>Point of Contact</b>	Christy Adamson, Contract Specialist Christy.D.Adamson@dhhs.nh.gov 603-271-9540	
<p>From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.</p>		

**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.

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Item	Action	Date
1.	Solicitation Released	2/16/2024
2.	Letter of Intent Submission Deadline (optional)	2/23/2024
3.	Questions Submission Deadline	3/1/2024 <b>12:00PM - Noon</b>
4.	Department Response to Questions Published	3/8/2024
5.	Vendor Solicitation Response Due Date	3/15/2024 <b>12:00PM - Noon</b>

#### **1.4. Background**

##### **1.4.1. New Hampshire Department of Health and Human Services, Division of Public Health Services, Bureau of Emergency Preparedness, Response and Recovery**

The Bureau of Emergency Preparedness, Response, and Recovery (EPRR) oversees disaster emergency response efforts for disaster sheltering needs. The New Hampshire Disaster Animal Response Team (NHDART) was formed in June 2007 in response to the federal Pets Evacuation and Transportation Standards (PETS) Act. In 2011, NHDART program became a committee of Volunteer NH. Since reorganizing in 2011, NHDART has focused on training existing disaster response teams in emergency animal sheltering operations, developing stand-alone teams, and working with local and state officials to adopt shelter plans that include domestic pets. During the December 2008 New Hampshire ice storm as many as 19 municipal shelters provided shelter for companion animals during icy temperatures and power outages. Today, NHDART works with the State, municipalities, animal organizations, and volunteer groups to help prepare for and provide animal disaster services.

##### **1.4.2. Objective**

The objective of this RFA is to select a qualified Vendor to help the Department meet animal sheltering requirements as identified in the PETS Act and NH RSA 126-A:98 during a disaster. The selected Vendor will be responsible for recruiting organizations to form NHDART teams across the entire State, provide training to ensure NHDART teams stay compliant with industry best practices and legal requirements. The selected Vendor will collaborate with municipalities, the American Red Cross, and key animal advocacy groups, such as the Humane Society to ensure disaster pet sheltering is available in all municipalities.

## **2. STATEMENT OF WORK**

### **2.1. Scope of Services**

2.1.1. The selected Vendor must develop formal partnerships with existing Disaster Animal Response Teams (DARTs) statewide. The selected Vendor must:

2.1.1.1. Conduct introductory meetings with existing DARTs.

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- 2.1.1.2. Maintain monthly contact via phone, email, NHResponds, and/or in-person with existing DARTs.
- 2.1.1.3. Conduct quarterly in-person or virtual meetings with DART teams, which includes but is not limited to:
  - 2.1.1.3.1. Locating and reserving a meeting place;
  - 2.1.1.3.2. Inviting DART team leaders via email;
  - 2.1.1.3.3. Developing an agenda;
  - 2.1.1.3.4. Coordinating an RSVP list;
  - 2.1.1.3.5. Maintaining sign-in sheets;
  - 2.1.1.3.6. Transcribing and distributing meeting minutes;
  - 2.1.1.3.7. Coordinating with the Bureau of Emergency Preparedness, Response, and Recovery Volunteer Coordinator to integrate DART with the existing quarterly volunteer meeting structure; and
  - 2.1.1.3.8. Ensuring the American Red Cross and State Veterinarian are included in quarterly meetings.
- 2.1.2. The selected Vendor must create new teams or assist in the expansion of DART to ensure statewide coverage in times of disasters. The selected Vendor must:
  - 2.1.2.1. Establish teams in regions that do not currently have DART teams;
  - 2.1.2.2. Align teams with Regional Public Health Networks;
  - 2.1.2.3. Identify volunteers able to lead DARTs; and
  - 2.1.2.4. Provide technical assistance over the phone, through email, or in person to new DARTs and to previously formed DARTs in need of expansion.
- 2.1.3. The selected Vendor must coordinate animal sheltering efforts with local authorities, the American Red Cross, and with other State agencies during disasters or catastrophic events. The selected Vendor must:
  - 2.1.3.1. Maintain an updated list of resources needed to shelter animals during a disaster including, but not limited to:
    - 2.1.3.1.1. Animal shelters in the State, including contact information for each shelter.
    - 2.1.3.1.2. The American Red Cross.
    - 2.1.3.1.3. Humane Societies.
    - 2.1.3.1.4. Pet food supplies.
    - 2.1.3.1.5. The State Veterinarian.

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- 2.1.3.2. Assist shelters with disaster response, planning, and disaster response exercises.
- 2.1.3.3. Train volunteers to respond to disasters and/or catastrophic events.
- 2.1.3.4. Develop policies and procedures for DART activations.
- 2.1.4. Volunteer Trailers
  - 2.1.4.1. The selected Vendor must inspect all Department-owned DART volunteer trailers twice a year during the months of May and October.
  - 2.1.4.2. The selected Vendor must develop a Periodic Automatic Replacement level for inventory supplies, for Department approval.
  - 2.1.4.3. The selected Vendor must create a spreadsheet, in a format readable by the Department, for inventorying materials contained within each trailer.
  - 2.1.4.4. The selected Vendor must take a count of each trailer's contents, which includes, but is not limited to:
    - 2.1.4.4.1. Types of materials contained in the trailer; and
    - 2.1.4.4.2. Total inventory number.
  - 2.1.4.5. The selected Vendor must develop a disposal plan for Department-owned supplies housed in the trailers.
- 2.1.5. The selected Vendor must complete the following courses within six months of the Contract Effective Date:
  - 2.1.5.1. Federal Emergency Management Agency (FEMA) Independent Study (IS) courses 100, 200, and 700;
  - 2.1.5.2. DART 101 and Emergency Animal Sheltering courses; and
  - 2.1.5.3. FEMA IS courses 10 and 11.
- 2.1.6. Training
  - 2.1.6.1. The selected Vendor must coordinate statewide Train-the-Trainer workshops on Emergency Animal Sheltering techniques for up to fifty volunteers annually.
  - 2.1.6.2. The selected Vendor must establish Train-the-Trainer workshops by:
    - 2.1.6.2.1. Locating instructor(s) for the workshops.
    - 2.1.6.2.2. Locating facilities for the workshops.
    - 2.1.6.2.3. Coordinating virtual meetings when applicable.
    - 2.1.6.2.4. Conducting outreach communication via:
      - 2.1.6.2.4.1. Telephone;

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- 2.1.6.2.4.2. Email/NHResponds;
    - 2.1.6.2.4.3. In-person visits; and
    - 2.1.6.2.4.4. Creating flyers to advertise trainings and workshops.
  - 2.1.6.3. The selected Vendor must develop and provide a survey, in collaboration with the Department, to all volunteers post training to measure favorability of training materials and/or delivery of training.
  - 2.1.6.4. The selected Vendor must hold a valid driver's license and provide proof of valid motor vehicle insurance coverage. Automobile insurance must include bodily injury and property damage in the amounts of not less than \$100,000 per occurrence and \$300,000 aggregate or excess, for all owned, hired, or non-owned vehicles used to provide transportation.
- 2.1.7. The selected Vendor must review and update the operations manual within 120 days of the Contract Effective Date, which includes, but is not limited to:
  - 2.1.7.1. Procedures for set up, operation and closure of emergency pet shelters;
  - 2.1.7.2. Standardized forms that must be used by emergency shelters;
  - 2.1.7.3. Job Action Sheets (JAS) that explain the responsibilities of certain positions; and
  - 2.1.7.4. Updating the manual on an annual basis thereafter.
- 2.1.8. The selected Vendor must update and maintain disaster preparedness resources and pamphlets for animal sheltering for DART teams and pet owners.
  - 2.1.8.1. The selected Vendor must ensure updated materials are submitted to the Department for approval prior to distribution.
  - 2.1.8.2. The selected Vendor must ensure updates are completed on a quarterly basis as necessary.
  - 2.1.8.3. The selected Vendor must ensure the initial materials are distributed to partner organizations and shelters no later than June 30, 2024.
  - 2.1.8.4. The selected Vendor must develop a brochure to educate New Hampshire pet owners about the role of DART by:
    - 2.1.8.4.1. Incorporating planning for pets as part of the family's emergency response plan;
    - 2.1.8.4.2. Developing a pet disaster kit;
    - 2.1.8.4.3. Ensuring the draft brochure is submitted to the Department for approval prior to distribution; and

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- 2.1.8.4.4. Providing a final draft of the brochure to the Department no later than sixty (60) days after the Contract Effective Date.
- 2.1.9. The selected Vendor must collaborate with the Department's Web Team to develop a webpage on the Department's website that provides current outreach materials for public use.
- 2.1.10. The selected Vendor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.
- 2.1.11. The selected Vendor must develop a comprehensive list, that will be maintained within NHResponds.org, of DART trained volunteers that includes, but is not limited to:
  - 2.1.11.1. Volunteer name;
  - 2.1.11.2. Volunteer contact information;
  - 2.1.11.3. Volunteer days and hours of availability; and
  - 2.1.11.4. List of certifications and trainings completed by the volunteer.
- 2.1.12. The selected Vendor must assist with registering volunteers in the New Hampshire Responds Volunteer Database and work with the Health Volunteer Program Coordinator to coordinate background checks for all volunteers.
- 2.1.13. The selected Vendor must develop a list of all veterinarians and animal shelters within the state that includes, but is not limited to:
  - 2.1.13.1. Name of facility or individual;
  - 2.1.13.2. Animal specialty, if applicable;
  - 2.1.13.3. Contact person;
  - 2.1.13.4. Hours of operation;
  - 2.1.13.5. Location; and
  - 2.1.13.6. After hours emergency contacts.
- 2.1.14. The selected Vendor must conduct outreach to recruit staff from NH veterinarian practices and shelters to become members of DART, including but not limited to:
  - 2.1.14.1. Conducting outreach via phone calls to NH veterinarian practices;
  - 2.1.14.2. Sending emails to prospective DART members; and
  - 2.1.14.3. Visiting practices and shelters in person to explain the benefits of becoming a DART member, as directed by the Department.



- 2.1.15. The selected Vendor must participate in meetings with the Department monthly or as otherwise requested by the Department.
- 2.1.16. Reporting
  - 2.1.16.1. The selected Vendor must provide reports to the Department that include but are not limited to:
    - 2.1.16.1.1. After action reports that detail information regarding the emergency or disaster events.
    - 2.1.16.1.2. Quarterly reports that include information regarding volunteer recruitment, training, and retention.
    - 2.1.16.1.3. An annual report, due December 1<sup>st</sup> of each Agreement year, detailing statewide volunteer availability, including any specialty personnel.
    - 2.1.16.1.4. Ad hoc reports which specify items that are needed to replenish the volunteer trailer contents, as necessary.
    - 2.1.16.1.5. Other reports as may be requested the Department.
    - 2.1.16.1.6. Client-level demographic, performance, and service data.
  - 2.1.16.2. Performance Measures
    - 2.1.16.2.1. The selected Vendor must provide key data in a format and at a frequency specified by the Department for the following performance measures:
      - 2.1.16.2.1.1. 80% of all attendees must report an increased practice knowledge because of the training received.
  - 2.1.16.3. The selected Vendor may be required to provide other data and metrics to the Department in a format specified by the Department.
- 2.1.17. The selected vendor must work approximately eight hours per week for initial training and approximately 2-3 hours per week thereafter, subject to change dependent on response activation.

## **2.2. Mandatory Questions**

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

**Q1** Describe your experience with the following:

- (a) Managing paid and volunteer staff for emergency preparedness and deployment activities.
- (b) Coordinating training for disaster response teams.

**Q2** Describe your ability to provide all services required in this RFA.

**Q3** Describe your knowledge of animal disaster sheltering requirements, volunteer management, and emergency management activities. Please identify any specialized classes, trainings, and/or seminars you have attended, taught, or developed curriculum for related to the aforementioned items.

**2.3. Finance**

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

<b>State Fiscal Year</b>	<b>Funding Amount</b>
2024	\$18,750
2025	\$18,750
<b>TOTAL</b>	<b>\$37,500</b>

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

2.3.3. Funding is provided by the Department at an all-inclusive hourly rate of \$50, including travel and mileage, not to exceed the price limitation, for services provided as described in the Scope of Services. The selected Vendor will be paid only for the actual number of hours services are provided.

***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
Experience (Q1)	420 Points
Ability (Q2)	330 Points
Knowledge (Q3)	250 Points
<b>Technical Response – Total Possible Score</b>	<b>1000 Points</b>

### 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](mailto: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-06-DARTP (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)**

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

- 6.2.2.1. **Vendor Code Number** - Prior to executing any resulting contract, 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 B – 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 shall not be considered eligible for an award under this solicitation.

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

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

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

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

### **7.7. Confidentiality**

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

### **7.8. Public Disclosure**

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

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

### **7.11. Liability**

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

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

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

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

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

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

If a Vendor is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Vendor, all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor, 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 must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

### **7.16. Site Visits**

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

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

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

### **7.18. Contingency**

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

### **7.19. Ethical Requirements**

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

### **7.20. Liquidated Damages**

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

## **8. COMPLIANCE**

**8.1.** The selected Vendor 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, and all income received or collected by the selected Vendor.

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 and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor.

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

- 8.5.1. Vendors are required to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, in conducting their programs and activities.
- 8.5.2. Vendors are required to complete Appendix B, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their solicitation response. This is in accordance with Federal civil rights laws and intended to help inform Vendors’ program design, which in turn, will allow Vendors to put forth the best possible solicitation response.
- 8.5.3. If awarded a contract, the selected Vendor will be:
  - 8.5.3.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the resulting agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
  - 8.5.3.2. A written attestation, within 45 days of the Effective Date of the resulting agreement and annually thereafter, that all personnel involved the provision of services to individuals under the resulting agreement have completed, within the last 12 months, the Contractor

Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

- 8.5.3.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the resulting agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

## **8.6. Background Checks**

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

## **8.7. Confidential Data**

- 8.7.1. The selected Vendor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit.
- 8.7.2. The selected Vendor must ensure any individuals involved in delivering services through the resulting contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The selected Vendor must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor must provide attestations upon Department request.

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

- 8.8.1. If the selected Vendor's End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:
  - 8.8.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements,

- policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 8.8.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
  - 8.8.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
  - 8.8.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
  - 8.8.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
  - 8.8.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
  - 8.8.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
  - 8.8.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
  - 8.8.1.9. Agree when utilizing the Department's email system:
    - 8.8.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
    - 8.8.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
    - 8.8.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:
    - 8.8.1.9.4. CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

- 8.8.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
  - 8.8.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
  - 8.8.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
  - 8.8.1.10.3. Only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.
- 8.8.1.11. Selected Vendor must agree, if any End User is found to be in violation of any of the above terms and conditions said End User may face removal from the resulting Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 8.8.1.12. The selected Vendor must notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the selected Vendor agrees to notify the Department's Information Security Office or designee immediately.
- 8.8.2. Workspace Requirement
  - 8.8.2.1. If applicable, the Department will work with selected Vendor to determine requirements for providing necessary workspace and Department equipment for its End Users.

## **8.9. Website and Social Media**

- 8.9.1. The selected Vendor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.
- 8.9.2. The selected Vendor agree Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Department's Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the

Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

**8.9.3. State of New Hampshire’s Website Copyright**

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

**8.10. Audit Requirements**

- 8.10.1. The selected Vendor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
- 8.10.1.1. 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.
  - 8.10.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
  - 8.10.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.10.2. 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.
- 8.10.3. 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.
- 8.10.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA as requested by the Department.
- 8.10.5. In addition to, and not in any way in limitation of obligations of the resulting Contract, it is understood and agreed by the selected Vendor that the selected Vendor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract to which exception has been taken, or which have been disallowed because of such an exception.

**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**