



State of New Hampshire  
Department of Health and Human Services

**REQUEST FOR APPLICATIONS**

FOR

State Health Improvement Plan Facilitation

RFA-2024-DPHS-13-STATE

RELEASE DATE: March 13, 2024

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**1. PURPOSE AND OVERVIEW**

**1.1. Introduction**

The New Hampshire Department of Health and Human Services, Division of Public Health Service, Bureau of Prevention and Wellness (“Department”) is seeking responses to this Request for Applications (solicitation) from a qualified Vendor to provide technical assistance and support the development of the State Health Assessment and State Health Improvement plan (SHA-SHIP) legislated council.

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 and is subject to change. Agreements are contingent upon 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, 2026</b>	
<b>Renewal Options</b>	The Department may extend contracted services for up to three (3) additional years.	
<b>Funding for the resulting contract is anticipated to be approximately:</b>	<b>\$184,790</b>	
<b>Funding Source</b>	The Department anticipates using Federal funds for resulting contract.	
	Assistance Listing #	93.898
	Award Name	Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations
	Assistance Listing #	93.991
	Award Name	Preventive Health and Health Services Block Grant
<b>Point of Contact</b>	Erica Brisson, Contract Specialist Erica.D.Brisson@dhhs.nh.gov 603-271-2762	
From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.		

**1.3. Procurement Timetable**

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	3/13/2024
2.	Letter of Intent Submission Deadline (optional)	3/26/2024
3.	Questions Submission Deadline	4/4/2024 <b>12:00PM - Noon</b>
4.	Department Response to Questions Published	4/16/2024
5.	Vendor Solicitation Response Due Date	4/24/2024 <b>12:00PM - Noon</b>

**1.4. Background**

**1.4.1. New Hampshire Department of Health and Human Services, Division of Public Health, Bureau of Prevention and Wellness**

The New Hampshire Division of Public Health Services (DPHS) promotes optimal health and well-being for all people in New Hampshire and protects them from illness and injury. DPHS is responsible for serving the public – individuals, families, communities and organizations – by delivering high quality, evidence-based services. DPHS responds promptly to public health threats, inquiries, and emerging issues. DPHS is charged with the authority and accountability to enforce laws to protect the public’s health in areas as varied as the inspection of food establishments and the prevention of childhood lead poisoning.

DPHS Prevention and Wellness Bureau supports an array of services which includes the State Health Assessment and State Health Improvement Plan (SHA-SHIP) Advisory Council, which is a 40-member legislated advisory council responsible for the creation of the State Health Assessment (SHA) and State Health Improvement Plan (SHIP) on a recurring 5-year cycle. Initially formed in 2019, the Council is comprised of a diverse set of stakeholders from the Department, community organizations, and healthcare institutions from across New Hampshire. Tasked with providing perspective and feedback on the direction of the State Health Assessment and Improvement Plan, the Council also supports the Department in the creation of a data assessment by offering feedback about root causes and contributing factors to the disparities seen statewide. For further information on the SHA-SHIP visit <https://www.nhliveswell.org>.

**1.4.2. Objective**

In pursuit of advancing public health initiatives and fostering collaborative governance, this Request for Applications (RFA) aims to achieve the following:

- Facilitate meeting discussions for the SHA-SHIP Council, ensuring active participation and collaboration among members.

- Strengthen the inclusive approach of SHA-SHIP by actively involving diverse perspectives from various sectors across New Hampshire.
- Specialized support in refining and implementing the State Health Improvement Plan framework (<https://www.nhliveswell.org>), as finalized in June 2023, with a focus on enhancing health outcomes.

## **2. STATEMENT OF WORK**

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

- 2.1.1. The selected Vendor must work in direct consultation with the State Health Assessment and State Health Improvement Plan Advisory Council established by New Hampshire (NH) Revised Statutes Annotated (RSA) 126-A:87, State Health Improvement Plan and NH RSA126-A;88, State Health Assessment and State Health Improvement Plan Advisory Council Established, assist the Department in developing the New Hampshire State Health Assessment (SHA) and State Health Improvement Plan (SHIP). The selected Vendor must work with the legislated council to produce the State Health Assessment and State Health Improvement Plan for New Hampshire.
- 2.1.2. The selected Vendor must identify and gather publicly available data on SHA focus areas from the DHHS Data Portal and/or Census data. The information collected must include, but is not limited to:
  - 2.1.2.1. Community engagement, including volunteerism.
  - 2.1.2.2. Population health risks and outcomes.
  - 2.1.2.3. Substance misuse.
  - 2.1.2.4. Mental health.
  - 2.1.2.5. Homeless populations.
  - 2.1.2.6. Environmental health.
  - 2.1.2.7. Oral health.
  - 2.1.2.8. Health information technology.
  - 2.1.2.9. Access to health care.
  - 2.1.2.10. Comprehensiveness of health coverage.
  - 2.1.2.11. Health care costs.
- 2.1.3. The selected Vendor must analyze the data collected as identified in Subsection 2.1.2. and conduct background research to complete an assessment that:
  - 2.1.3.1. Describes the status of health and well-being in New Hampshire.
  - 2.1.3.2. Utilizes the input from state and local level stakeholders obtained through public forums.

- 2.1.3.3. Identifies disparities in social determinants that impact health, health outcomes and access to care.
- 2.1.3.4. Maps health care service delivery, utilization, inter-entity collaboration and identification of gaps or redundancies.
- 2.1.3.5. Utilizes existing data for statewide and local planning.
- 2.1.3.6. Identifies priorities for the SHIP.
- 2.1.4. The selected Vendor must conduct community input and listening sessions approximately three (3) to five (5) times annually to receive feedback on the SHA and SHIP priorities. The selected Vendor must:
  - 2.1.4.1. Work with the Public Health Network or community organization leads to schedule and plan the sessions;
  - 2.1.4.2. Develop session materials;
  - 2.1.4.3. Facilitate the sessions as identified by the Department;
  - 2.1.4.4. Scribe session meeting notes;
  - 2.1.4.5. Synthesize findings from the sessions; and
  - 2.1.4.6. Provide gift cards to community members and stakeholders to support their involvement in this work.
    - 2.1.4.6.1 The selected Vendor must offer community members and stakeholders a \$15 gift card for completed surveys related to SHA-SHIP feedback.
    - 2.1.4.6.2 The selected Vendor must offer a gift card in the amount of \$25 for a half-day (up to 2 hours) and \$50 for a full-day (up to 4 hours) to individuals who participate in feedback or listening sessions.
- 2.1.5. The selected Vendor must develop and disseminate SHA-SHIP community surveys to individuals, community-based providers, and advocacy groups as identified by the Department and Advisory Council. The selected Vendor must:
  - 2.1.5.1. Analyze the survey results; and
  - 2.1.5.2. Synthesize the finding for inclusion into the SHA-SHIP.
- 2.1.6. The selected Vendor must schedule and facilitate 10 Advisory Council meetings per year to advise on SHIP implementation, including, but not limited to:
  - 2.1.6.1. Development of publicly available data sets.
  - 2.1.6.2. Community feedback on the SHIP.
  - 2.1.6.3. Identification of priorities based on the SHA.

- 2.1.6.4. Evidence-based practices to improve health of the people of New Hampshire.
- 2.1.6.5. Strategies to improve health outcomes and reduce inequities.
- 2.1.6.6. Methods to strengthen public health and human service delivery systems.
- 2.1.6.7. Priorities and evidence-based practices, integration of services and the leveraging of resources statewide.
- 2.1.7. The selected Vendor must schedule and coordinate the regular monthly Advisory Council meetings (excluding July and August). The selected Vendor must ensure activities include, but are not limited to:
  - 2.1.7.1. Developing and submitting agendas to the Department for approval no later than ten (10) days prior to a scheduled meeting.
  - 2.1.7.2. Disseminating meeting materials.
  - 2.1.7.3. Scribing and disseminating meeting notes.
  - 2.1.7.4. Distributing meeting invitations to stakeholders on a recurring schedule with conflicts identified at least two months prior to allow for an alternative meeting time.
- 2.1.8. The selected Vendor must implement community engagement efforts by:
  - 2.1.8.1. Facilitating meetings of the SHA-SHIP Advisory Council Subcommittee on Community Engagement as needed to support feedback cycles.
  - 2.1.8.2. Creating protocols and facilitating up to ten (10) community input sessions that can be held virtually.
  - 2.1.8.3. Conducting qualitative analysis of all data.
  - 2.1.8.4. Providing written summaries of data collection findings.
- 2.1.9. The selected Vendor must submit a work plan within 90 days of the Contract Effective Date.
- 2.1.10. The selected Vendor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department. These meetings must include but are not limited to:
  - 2.1.10.1. Coordinating monthly council activities with the Department's SHA-SHIP Manager, and others as necessary, including but not limited to:
    - 2.1.10.1.1. Planning for the next set of monthly meeting materials.
    - 2.1.10.1.2. Post meeting de-briefing.

- 2.1.10.1.3. Documenting needed next steps and adjusting the Work Plan as necessary.
      - 2.1.10.1.4. Ensuring completed meeting attendance records are provided on a quarterly basis.
    - 2.1.10.2. Facilitating monthly meetings of the SHA-SHIP Council with materials that are responsive to feedback from members.
    - 2.1.10.3. Soliciting feedback on a bi-monthly basis to see if council members understand the current Council work as well as the next steps.
    - 2.1.10.4. Documenting needed next steps and adjusting the Work Plan as necessary.
  - 2.1.11. The selected Vendor must ensure Council members are provided an agenda 5 days prior to a meeting, or as otherwise required by RSA 91-A:3. The selected Vendor must ensure that meeting materials are shared within 5 days after a scheduled session, by distributing information electronically to council members through email.
  - 2.1.12. The selected Vendor must maintain consistent communication with Council members and the Department.
  - 2.1.13. Reporting
    - 2.1.13.1. The selected Vendor must submit monthly reports, which include, but are not limited to:
      - 2.1.13.1.1. Plans and content for the next set of meetings, at least one month prior to the meeting date.
      - 2.1.13.1.2. Action items to integrate into future SHA-SHIP content.
      - 2.1.13.1.3. Follow-up items from previous meetings, including highlights, success stories, and calls to action, to be included and distributed via the SHIP monthly newsletter.
    - 2.1.13.2. The selected Vendor must submit yearly reports, due at the conclusion of each state fiscal year (June 30<sup>th</sup>), which includes, but is not limited to:
      - 2.1.13.2.1. A report on significant improvements or changes in SHA data measures.
      - 2.1.13.2.2. An examination of new measures prioritized by subject-matter experts, indicating health of people living in New Hampshire, to add to the SHA data examination.



2.1.14. The selected Vendor may be required to provide other data and metrics to the Department in a format specified by the Department.

**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 organization’s capacity to provide all the services required in this RFA. Please also include resources available to your organization to execute the Scope of Services described in Section 2.1.*

**Q2** *Describe your organization’s experience with providing the services requested in this RFA. Please specifically address your experience with:*

- a. *Working with NH or other states on their State Health Assessment, State Health Improvement plan, and the stage(s) of the cycle your organization executed.*
- b. *Working with legislated councils, including New Hampshire or other states.*

**Q3** *Describe your organization’s understanding of State Health Improvement planning. Please include any work your organization executes with membership committees, councils, etc., and the outreach you provide for engagement.*

**Q4** *Describe your proposed staffing plan that demonstrates your capability to provide services. Please include your agency’s organizational chart, resumes for key staff who will have responsibility for managing the delivery of services, and a proposed staffing plan and job descriptions for any vacant positions.*

**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>
SFY 25 (July 1, 2024 - June 30, 2025)	\$114,790
SFY26 (July 1, 2025 - June 30, 2026)	\$70,000
<b>TOTAL</b>	<b>\$184,790</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. Payment for services will be made on a monthly basis based on the approved budgets, which will be included in the resulting contract. Selected Vendor will be required to submit budgets for Department approval upon notification of award.

- 2.3.4. The selected Vendor must submit monthly invoices using a form satisfactory to the Department, which identifies and requests reimbursement for authorized expenses incurred. The selected Vendor must ensure invoices are completed, dated and submitted to the Department to initiate payment.

***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
Q1 Capacity	300
Q2 Experience	200
Q3 Knowledge	100
Q4 Capability	100
<b>Technical Response – Total Possible Score</b>	<b>700</b>

<b>MAXIMUM POSSIBLE SCORE</b>	<b>700</b>
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### 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-13-STATE (email xx of xx).
- 5.2. The maximum size of file attachments per email is 25 MB. Submissions with file attachments exceeding 25 MB must be sent via multiple emails.
- 5.3. The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 5.4. The Department will conduct an initial screening step to verify Vendor compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.
- 5.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses shall be at the Vendor's expense.

## 6. SOLICITATION RESPONSE REQUIREMENTS

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

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

  - 6.2.1. **Appendix B - Culturally and Linguistically Appropriate Services (CLAS) Requirements**
  - 6.2.2. **Appendix C – Transmittal Letter and Vendor Information**, including:
    - 6.2.2.1. **Vendor Code Number** - Prior to executing any resulting contract, 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 encouraged to provide a vendor code number in the Appendix B 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 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 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 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 and attendance records for each recipient of services, which shall include all 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(s) 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, both in developing their budgets and 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 required to submit:
  - 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. Confidential Data**

- 8.6.1. The selected Vendor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit.
- 8.6.2. The selected Vendor must ensure any individuals involved in delivering services through the resulting contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The selected Vendor must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor must provide attestations upon Department request.
- 8.6.3. Upon request, the selected Vendor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the selected Vendor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
- 8.6.3.1. How PII is gathered and stored;
  - 8.6.3.2. Who will have access to PII;
  - 8.6.3.3. How PII will be used in the system;
  - 8.6.3.4. How individual consent will be achieved and revoked; and
  - 8.6.3.5. Privacy practices.
- 8.6.4. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

## **8.7. Audit Requirements**

- 8.7.1. 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:

- 8.7.1.1. 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.
- 8.7.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
- 8.7.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.7.2. 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.
- 8.7.3. 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.
- 8.7.4. 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.
- 8.7.5. 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, 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**