



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Emergency and Non-Emergency Medical Transportation Services

RFA-2024-NHH-01-EMERG

RELEASE DATE: February 2, 2024

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, New Hampshire Hospital (“Department”) is seeking responses to this Request for Applications (solicitation) from qualified Applicants to provide emergency and non-emergency medical transportation services to the patients of New Hampshire Hospital (NHH). Selected Applicant(s) must have vehicles located within a 25 miles radius of NHH that can be dispatched to provide services.

Emergency medical transportation services will serve patients at NHH who require transportation to local hospitals and/or emergency departments due to an emergent need for immediate medical attention. Emergency transportation trips may be either round-trip or one way, depending on the circumstances.

Non-emergency medical transportation services will serve patients at NHH who require transportation to scheduled medical appointments, or other non-emergency visits to offsite medical service providers. In most cases, but not all, non-emergency transportation services will be scheduled and will require round-trip services.

Applicants may submit an application to provide:

Emergency medical transportation services only;

Non-emergency medical transportation services only; or

Both emergency and non-emergency medical transportation services.

Applicants applying to provide emergency medical transportation services must:

- Have a current license issued by the New Hampshire Department of Safety to provide emergency medical transportation in accordance with New Hampshire RSA 153-A:10.
- Have no less than one ambulance that is licensed as an emergency medical service vehicle in accordance with New Hampshire RSA 153-A.
- Have a minimum of one employee certified as an emergency medical technician (EMT).
- Have required automobile insurance.

Applicants applying to provide non-emergency medical transportation services must:

- Have no less than one vehicle that is able to provide wheelchair transportation.
- Have qualified staff licensed to operate motor vehicles in NH.

The Department anticipates awarding one (1) or more contract(s) 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.

New Hampshire Department of Health and Human Services
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Contract Effective Date	Upon Governor and Executive Council Approval	
Contract End Date	June 30, 2026	
Renewal Options	The Department may extend contracted services for up to four (4) additional years.	
Funding for the resulting contract(s) is anticipated to be approximately:	\$170,000	
Funding Source	The Department anticipates using General and Other funds for resulting contract(s).	
	Assistance Listing #	N/A
	Award Name	N/A
Match Requirements	N/A	
Point of Contact	Dean B. Fancy, Senior Contract Specialist Dean.B.Fancy@dhhs.nh.gov 603-271-9610	
<p>From the date of release of this solicitation until an award is made and announced regarding the selection of an Applicant(s), 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. Applicants 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.		
Item	Action	Date
1.	Solicitation Released	February 2, 2024
2.	Letter of Intent Submission Deadline (optional)	February 15, 2024
3.	Questions Submission Deadline	February 15, 2024 12:00PM - Noon
4.	Department Response to Questions Published	February 29, 2024
5.	Applicant's Solicitation Response Due Date	March 8, 2024 12:00PM - Noon

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, New Hampshire Hospital

New Hampshire Hospital provides acute, inpatient psychiatric services for adults needing active treatment and other essential supports within a continuum of community-based care. Core values of person-centered care, collaboration, integrity, compassion, and excellence are the foundation of the Department's vision of being recognized as a center of excellence. Treatments are recovery oriented and patient centered. Work includes evaluating innovative treatment methods and sharing outcomes that improve the mental health of individuals served.

The Hospital admits adult patients, on a voluntary or involuntary basis. Services are provided for individuals with major mental illnesses related to thought, mood and behavior (such as schizophrenia, bipolar affective disorder, anxiety disorders and adjustment disorders).

1.4.2. Objective

The Department is seeking a transportation provider(s) to provide transportation services to patients at NHH for both emergency and non-emergency medical transportation needs. The selected Applicant(s) must have availability seven days per week, 24 hours per day to provide emergency and non-emergency medical transportation services. Non-emergency services will include scheduled appointments during regular business hours, and may also include some after-hours transports.

2. STATEMENT OF WORK

2.1. Scope of Services

2.1.1. The selected Applicant(s) must provide emergency and/or non-emergency transportation services for NHH patients, accompanied by Department personnel at all times, upon request from NHH Patient Care Coordinators, nursing staff, Rehabilitation Services, and/or social workers. Transportation services include:

2.1.1.1. **Emergency Transportation Services** to local hospitals and/or emergency departments approved by NHH staff via ambulance, wheelchair van or other vehicle that is approved by the Department. The selected Applicant(s) will not be guaranteed a minimum number of emergency transports.

2.1.1.2. **Non-emergency Medical Transportation Services** to scheduled medical appointments. Transportation must be provided by wheelchair van or other vehicle that is approved by the Department. The selected Applicant(s) will not be guaranteed a minimum number of general transports.

2.1.2. The selected Applicant(s) must:

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- 2.1.2.1. Provide round-trip transportation that includes a pickup and return to NHH when requested by the Department
- 2.1.2.2. Provide one-way transportation services when requested by the Department.
- 2.1.2.3. Arrive at the pick-up location no later than five (5) minutes prior to the scheduled pickup time, for scheduled service.
- 2.1.2.4. Provide standing order trips that are repeated over a specific period of time.
- 2.1.2.5. Provide urgent, same-day transportation for requests made within the same calendar day.
- 2.1.3. The selected Applicant(s) must provide transportation for NHH patients, including, but not limited to:
 - 2.1.3.1. Bariatric patients.
 - 2.1.3.2. Patients in wrist to waist restraints.
 - 2.1.3.3. Patients in wheelchairs.
- 2.1.4. The selected Applicant(s) must communicate the next day's confirmed scheduled general transportation services with NHH's Patient Care Coordinator no later than twenty-four (24) hours in advance of each scheduled service.
- 2.1.5. The selected Applicant(s) must dispatch the appropriate transportation vehicle that best meets the health and safety concerns of the patient being transported. Each vehicle provided for each trip is subject to approval by the Department.
- 2.1.6. The selected Applicant(s) must develop a complaint resolution process, to be approved by the Department, to document all patient and attendant complaints and communicate them to the NHH Patient Care Coordinator.
- 2.1.7. The selected Applicants(s) must allow NHH staff and/or appropriate auditors access to NHH patient transportation records upon request by the Department.
- 2.1.8. The selected Applicant(s) must report any adverse incidents as well as any traffic accidents involving the Applicants' vehicles that occur during transportation of NHH patients and staff.
- 2.1.9. The selected Applicant(s) must provide proof of drivers' certification/licensure appropriate for the type of vehicle utilized within thirty (30) days of the contract effective date for each driver, and for each new driver when hired, and annually thereafter, or upon request by the Department.
- 2.1.10. The selected Applicant(s) must ensure all vehicles:
 - 2.1.10.1. Are inspected and registered within the requirements of all New Hampshire state laws and rules. The Contractor shall ensure all vehicles:

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- 2.1.10.2. Have functioning safety locks that ensure the ability to lock doors and windows on all vehicles in a manner that restricts passengers from opening doors and/or windows.
- 2.1.10.3. Have a fully functional speedometer and odometer.
- 2.1.10.4. Have two (2) fully functioning exterior mirrors; one (1) on each side of the vehicle.
- 2.1.10.5. Are equipped with an interior mirror for monitoring the patient compartment.
- 2.1.10.6. Are operated within the manufacturer's safe operating standards at all times, ensuring the number of persons in a vehicle, including the driver, will not exceed the vehicle manufacturers-approved seating capacity.
- 2.1.10.7. Are equipped with appropriate fire extinguishers that are stored safely within reach of the driver.
- 2.1.10.8. Have the selected Applicant(s)' business name and telephone number on the left and right side of the exterior of each vehicle.
- 2.1.10.9. Have a vehicle information packet that includes:
 - 2.1.10.9.1. The vehicle registration.
 - 2.1.10.9.2. Insurance card.
 - 2.1.10.9.3. Accident procedures and related forms.
- 2.1.10.10. Are in compliance with the Americans with Disabilities Act (ADA) accessibility specifications and applicable ADA vehicle requirements.
- 2.1.10.11. Are in compliance with the operating transportation standards based on patient medical requirements as defined in Department of Safety Administrative Rules, Chapter Saf-C 5900 Emergency Medical Services Rules, including, but not limited to ensuring each vehicle is:
 - 2.1.10.11.1. Maintained and supplied with required equipment, including but not limited to a fully stocked first aid kit.
 - 2.1.10.11.2. Sanitary at the beginning of each transport, to include the passenger compartment and any on-board equipment.
 - 2.1.10.11.3. Equipped with a hazardous waste spill kit;
 - 2.1.10.11.4. In compliance with requirement for handling bio-hazard waste materials, as applicable.
 - 2.1.10.11.5. Equipped with visible signage that states, "NO SMOKING."
- 2.1.10.12. Have functioning heating and air-conditioning systems.

- 2.1.10.13. Have functioning seat belts and restraints as required by Federal, State, County, or local statute or ordinance, and each includes a minimum of two (2) seat belt extensions. All vehicles should have an interior sign that states: "ALL PASSENGERS SHALL USE SEAT BELTS," which is visible to all passengers.
- 2.1.11. The selected Applicant(s) must ensure the appearance of transportation vehicles is maintained, and:
 - 2.1.11.1. Vehicle mirrors, windows and lights are kept in clean condition with no broken or cracked glass, mirrors, or plastic covers.
 - 2.1.11.2. Exteriors of the vehicles are washed as needed, and free of dents with no jagged or sharp edges.
 - 2.1.11.3. Interior of the vehicles are kept clean. No worn or ripped upholstery is permitted inside vehicles transporting patients.
- 2.1.12. The selected Applicant(s) must ensure any vehicles providing specialty transportation, as confirmed by NHH Patient Care Coordinators:
 - 2.1.12.1. Are appropriately marked displaying the capacity of lifting equipment, as appropriate.
 - 2.1.12.2. Include a step or a safe step stool, as appropriate.
 - 2.1.12.3. Ensure vehicles with a mechanical wheel chair lift have an engine-wheelchair lift interlock system that requires the transmission be in park and the emergency break engaged to prevent vehicle movement when the lift is engaged.
 - 2.1.12.4. Ensure each wheelchair vehicle has a wheelchair securement device or tie down for each wheelchair position that meets current ADA requirements, as appropriate.
- 2.1.13. The selected Applicant(s) must ensure routine maintenance is conducted on all transportation vehicles and provide documented evidence of routine maintenance upon request by the Department.
- 2.1.14. The selected Applicant(s) must ensure all drivers:
 - 2.1.14.1. Are courteous, patient and helpful to all passengers.
 - 2.1.14.2. Are at least eighteen (18) years of age, and have a current valid driver's license to operate the vehicle to which they are assigned.
 - 2.1.14.3. Have not had their driver's license suspended or revoked for moving traffic violations in the previous five (5) years.
 - 2.1.14.4. Do not operate vehicles transporting patients or staff while under the influence of alcohol, illegal drugs, over the counter medications or prescription medications.

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- 2.1.14.5. Wear a visible nametag that is easily readable and identifies the employee and employer.
- 2.1.14.6. Abide by all state and local laws, including, but not limited to:
 - 2.1.14.6.1. Not wearing headphones at any time during transports unless the vehicle is parked, and the headset is used to communicate with the selected Applicant's dispatch, the Department, or the destination.
 - 2.1.14.6.2. Utilize mobile telephones only for necessary communication involving the transport in progress, or to call 911 in the event of an emergency, and only while the vehicle is parked.
- 2.1.15. The selected Applicant(s) must ensure drivers assist patients with the process of being seated and confirm all seat belts and wheelchair tie-downs are fastened properly.
- 2.1.16. The selected Applicant(s) must ensure patients are not left unattended in the vehicle at any time.
- 2.1.17. The selected Applicants(s) must ensure drivers park the vehicles in safe locations out of traffic, notify dispatchers of arrival to destinations, and request assistance if a patient or passenger's behavior or any other conditions impedes the safe operation of the vehicle.
- 2.1.18. The selected Applicant(s) must ensure drivers maintain daily trip logs containing information that includes, but is not limited to:
 - 2.1.18.1. Date of Service.
 - 2.1.18.2. Driver's name.
 - 2.1.18.3. Driver's signature.
 - 2.1.18.4. Vehicle Number.
 - 2.1.18.5. Request tracking number (numbering scheme).
 - 2.1.18.6. Actual pick-up arrival time.
 - 2.1.18.7. Actual drop off time.
 - 2.1.18.8. Miles driven per odometer.
 - 2.1.18.9. Notes that specify requests for cancellations, incomplete requests, no shows, or accidents, as appropriate
- 2.1.19. The selected Applicant(s) must provide proof of immunizations required in accordance with the Centers for Disease Control and Prevention Recommendations for Immunization of Health-Care Workers, Recommendations of the Advisory Committee on Immunization Practices and the Hospital Infection

Control Practices Advisory committee for drivers and other personnel that will be on the premises at NHH or in vehicles with NHH patients or staff, at the request of the Department. This includes, but is not limited to, proof of:

- 2.1.19.1. Tuberculosis screening results dated within the last year prior to the effective date of this agreement;
- 2.1.19.2. Hepatitis B vaccination or immunity initiation;
- 2.1.19.3. Immunity to measles, mumps, rubella and chickenpox;
- 2.1.19.4. Influenza vaccination during influenza season if not contraindicated; and
- 2.1.19.5. Tetanus, Diphtheria, & Pertussis (Tap) vaccination within the past ten (10) years.

2.2. Performance Measure

- 2.2.1. The selected Applicant(s) must ensure arrival time at pick-up locations is no later than ten (10) minutes prior to the scheduled pickup time for ninety-five percent (95%) of all transports.
- 2.2.2. The selected Applicant(s) must ensure patient drop-off times at scheduled appointments is on time or early for ninety-five percent (95%) of all transports.

2.3. Automobile Insurance

- 2.3.1. The selected Applicant(s) must provide proof of automobile insurance in addition to the required general commercial liability insurance, as is necessary to provide coverage for losses and liabilities arising out of the acts and/or omissions of the selected Applicant(s) or their respective employees and/or agents in the performance of, or injuries sustained during the provision of the scope of services to covered persons as contemplated in this RFA.
- 2.3.2. Automobile insurance coverage for all owned, hired or non-owned vehicles utilized to carry out the services under this RFA, must be in amounts not less than \$1,000,000 per occurrence for automobile liability to include bodily injury and property damage, and \$2,000,000 aggregate for bodily injury and property damage.
- 2.3.3. Such insurance coverage must list the Department as a Certificate Holder, and must be evidenced by certificates of insurance issued by one or more insurance companies licensed to do business in New Hampshire, containing a thirty (30) day notice of cancellation endorsement.
- 2.3.4. Selected Applicant(s) must provide copies of certificates of insurance to the NHH Administrator prior to commencement of services, and must issue to the Department, at any time upon request, copies of any applicable certificates of insurance, renewal, surcharge, cancellation notice, and/or verification of coverage.

- 2.3.5. Selected Applicant(s) must provide the Department with at least fifteen (15) days advance written notice in the event of cancellation, restriction or non-renewal of any insurance coverage required herein.

2.4. Mandatory Questions

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

Q1.) *Please indicate the type of transportation services you are applying to provide: emergency transportation, non-emergency transportation, or both. Describe your capacity meet NHH’s transportation requests, including but not limited to the following:*

A description of each vehicle you will use to provide the required services. Including:

- 1) *Year, make and model.*
- 2) *Weight limit and passenger capacity.*
- 3) *Any special features for medical transport, including wheelchair lift, steps, handrails, wheelchair tie downs, etc.*

Q2. *Describe your experience providing transportation for a diverse patient population, and providing special accommodations for individuals with behavioral health and medical needs.*

Q3. *Provide a written narrative describing your procedures for:*

- 1) *Communicating dispatch requests to drivers.*
- 2) *Dispatching emergency transportation to arrive for pick-up no less than one hour after receiving a request for service, if applying to provide emergency services.*
- 3) *Providing services in adverse or inclement weather.*

Q4. *Describe training programs required for drivers*

2.5. Finance

- 2.5.1. If more than one contract is awarded, contracts resulting from this RFA will have a total shared price limitation of \$170,000 as follows:

State Fiscal Year	Funding Amount
2024	\$20,000
2025	\$75,000
2026	\$75,000
TOTAL	\$170,000

- 2.5.2. Selected Applicant(s) will be compensated at the all-inclusive rates in Appendix B, Transportation Rates, not to exceed the price limitation, for services provided as described in the Scope of Services.

- 2.5.3. Funds are anticipated to be available in the State Fiscal Years identified above with the ability to adjust encumbrances between state fiscal years, if needed and justified.
- 2.5.4. The selected Applicant(s) must submit monthly invoices using a form satisfactory to the Department, which identifies and requests reimbursement for authorized expenses incurred. The selected Applicant(s) 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 Applicants based upon the criteria and standards contained in this solicitation and by applying the points set forth below.

TECHNICAL RESPONSE	POSSIBLE SCORE
Experience with Patient Transport (Q1)	400 Points
Capacity to Perform Required Services (Q2)	300
Communication and Operations (Q3)	300
Driver Training (Q4)	200
Technical Response – Total Possible Score	1,200 Points

MAXIMUM POSSIBLE SCORE	1,200 Points
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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 **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-NHH-01-EMERG (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 C – Transmittal Letter and Vendor Information, including:

6.2.1.1. **Vendor Code Number** - Prior to executing any resulting contract(s), the selected Vendor(s) will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encourage to provide a vendor code number in the Appendix C if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>

6.2.2. Appendix D – Vendor Technical Response to Mandatory Questions

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(s), all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor(s), the evaluation team may recommend another Vendor. The Department will not contact Vendor(s) that are not initially selected to enter into contract negotiations.

7.15. Scope of Award and Contract Award Notice

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

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

7.16. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Vendor's location or at any other location deemed appropriate by the Department, to determine the Vendor's capacity to satisfy the terms of this solicitation. The Department may also require the Vendor to produce additional documents, records, or materials relevant to determining the Vendor's capacity to satisfy the terms of this solicitation. Any and all costs associated with any site visit or requests for documents 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(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

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

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

8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

8.4. Background Checks

- 8.4.1. Prior to permitting any individual to provide services under this Agreement, the selected Applicant must obtain, and provide to the NHH Office of Human Resources :
 - 8.4.1.1. A criminal background check, at the selected Applicant's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 8.4.1.2. 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;

8.5. Confidential Data

- 8.5.1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit.
- 8.5.2. The selected Vendor(s) must ensure any individuals involved in delivering services through the resulting contract(s) sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The selected Vendor(s) must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor(s) must provide attestations upon Department request.
- 8.5.3. 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:

- 8.5.3.1. How PII is gathered and stored;
 - 8.5.3.2. Who will have access to PII;
 - 8.5.3.3. How PII will be used in the system;
 - 8.5.3.4. How individual consent will be achieved and revoked; and
 - 8.5.3.5. Privacy practices.
- 8.5.4. 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.

8.6. Audit Requirements

- 8.6.1. The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 8.6.1.1. 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.
 - 8.6.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.
 - 8.6.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.6.2. If Condition A exists, the selected Vendor(s) shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.6.3. If Condition B or Condition C exists, the selected Vendor(s) shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 8.6.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an

independent CPA if the Department's risk assessment determination indicates the Vendor is high-risk.

- 8.6.5. In addition to, and not in any way in limitation of obligations of the resulting Contract(s), it is understood and agreed by the selected Vendor(s) that the selected Vendor(s) shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract(s) to which exception has been taken, or which have been disallowed because of such an exception.

9. APPENDICES TO THIS SOLICITATION

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B –Transportation Rates**
- 9.3. Appendix C – Transmittal Letter and Vendor Information**
- 9.4. Appendix D – Technical Response to Questions**