



State of New Hampshire
Department of Health and Human Services

REQUEST FOR BID

FOR

Warehouse Forklift Rental Agreement

RFB-2023-DPHS-01-WAREH

RELEASE DATE: August 30, 2022

TABLE OF CONTENTS

1. PURPOSE AND OVERVIEW	3
2. STATEMENT OF WORK	4
3. BID EVALUATION	7
4. SOLICITATION RESPONSE PROCESS	7
5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS	8
6. BID RESPONSE REQUIREMENTS	9
7. ADDITIONAL TERMS AND REQUIREMENTS	9
9. APPENDICES TO THIS SOLICITATION	15

New Hampshire Department of Health and Human Services

Warehouse Forklift Rental Agreement

1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Bureau of Emergency Preparedness, Response, and Recovery is seeking responses to this Request for Bid from qualified Bidders to provide rental of one (1) electric forklift to support the Department in warehouse operations and management of supplies and equipment in relation to distribution of COVID-19 Personal Protective Equipment (PPE) .

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

1.2. Key Information

The information in the table below is as anticipated by the Department. All information is subject to change, the availability of funds, and/or approval by the Governor and Executive Council.

Contract Effective Date	October 1, 2022 or upon appropriate State Approval	
Contract End Date	June 30, 2023	
Renewal Options	The Department may extend contracted services for up to two (2) additional years.	
Funding Source	The Department anticipates using Federal funds for resulting contract.	
	Assistance Listing #	93.069
	Award Name	New Hampshire Public Health Emergency Preparation Program
Point of Contact	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 Bidder, 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. Bidders 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.	RFB Released	8/30/2022
2.	Questions Submission Deadline	9/8/2022 12:00PM

New Hampshire Department of Health and Human Services
Warehouse Forklift Rental Agreement

3.	Department Response to Questions Published	9/13/2022
4.	Bid Submission Due Date	9/16/2022 10:00AM
5.	Public Bid Opening <i>(Bidders interested in attending the Public Bid Opening must register here: https://nh-dhhs.zoom.us/meeting/register/tZUvf-qrrj4sH9LOVCHGmZodf60XwOAyqwoe</i>	September, 16, 2022 1:00 PM

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Bureau of Emergency Preparedness, Response, and Recovery:

The mission of the Bureau of Emergency Preparedness, Response, and Recovery is to build and strengthen the New Hampshire's ability to effectively respond to a range of public health threats, including infectious disease, natural disasters, and biological, chemical, nuclear, and radiological events using an all-hazards approach. Throughout the COVID-19 pandemic, the Department was tasked to ensure individuals had access to information, vaccinations, testing and Personal Protective Equipment (PPE). The Department has become a major provider of PPE to healthcare, first responders, and other services with patient contact. The Department has a minimum supply of PPE be kept on hand including our regular distribution operations at the warehouse.

1.4.2. Objective

The Bureau of Emergency Preparedness, Response and Recovery maintains approximately 72,000 square feet of storage space with 3 tiers of racking. The forklift is needed to utilize all racking to take advantage of the additional space within the warehouse and continue PPE operations for the duration of COVID-19.

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Bidder must lease one (1) electric forklift ("equipment") to the Department. The equipment must include but is not limited to:
 - 2.1.1.1. Alternating current power.
 - 2.1.1.2. Provide and install charger and other charging equipment into existing charging location. Location is setup for 3-Phase 480 volt wiring.
 - 2.1.1.3. Minimum 3,000 pound lift capacity.
 - 2.1.1.4. Ability to navigate in 134" aisles.
 - 2.1.1.5. Standard Steering.
 - 2.1.1.6. Ability to lift forks up to 188" (inches)

New Hampshire Department of Health and Human Services
Warehouse Forklift Rental Agreement

- 2.1.1.7. Height below 90" (inches) to be able to maneuver down a docking ramp into a trailer box trailer.
- 2.1.2. The selected Bidder must provide a battery protective handling kit compliant with OSHA safety standards for maintaining the batteries on the provided equipment.
- 2.1.3. The selected Bidder must deliver the equipment to the Department's warehouse (23 Terrill Park Drive, Concord, NH 03301) no later than October 1, 2022.
- 2.1.4. The selected Bidder must provide one (1) onsite equipment training for up to eight (8) individuals that meets OSHA Safety Standards for Type I and Types III equipment, including the Department's staff and contractors, no later than November 1, 2022.
- 2.1.5. The Department must have the right to inspect all equipment rented under this Agreement and must have the right to reject any equipment that the Department deems to be unsuitable for warehouse operations.
- 2.1.6. The selected Bidder must warrant that all equipment be rented under this Agreement is in good working condition and that the Bidder has maintained all applicable certifications, registrations, calibrations, inspections, and insurance.
- 2.1.7. By executing this Agreement, the Bidder acknowledges that is and any and all employees and operators which may be furnished under this Agreement are not employees of the State for any purpose whatsoever. The selected Bidder must utilize its own equipment and labor and is responsible for all expenses necessary to perform its obligations under this Agreement.
- 2.1.8. Damages and/or injury caused by any malfunction of the selected Bidder's equipment is hereby assumed by the selected Bidder. Claims for damage caused to rent equipment, caused by the Department not covered by policies of insurance procured pursuant to Appendix A – P-37 General Provisions, Insurance, shall be submitted to the Commissioner of the Department of Health and Human Services and will be processed as defined in NH RSA 228:29 and NH RSA 541-B.
- 2.1.9. The selected Bidder must agree to be responsible for the repair or replacement if the equipment breaks and/or malfunctions.
- 2.1.10. The selected Bidder must perform routine maintenance every 400 hours and/or emergency maintenance or repair to the equipment at the Department's warehouse. All routine and emergency is included in the price of this Agreement and will be provided at no additional cost to the Department.
- 2.1.11. The selected Bidder must notify the Department at least ten (10) business days prior to performing maintenance of equipment.
- 2.1.12. Upon completion of all routine maintenances, the selected Bidder must provide a maintenance summary report to the Logistics Coordinator of EPRR via hardcopy or email.
- 2.1.13. The selected Bidder must be liable to clean up and remove any and all fluids, debris, spills, etc., that result from any breakdown or repair work. All spills shall be reported to the Department. If a release of spill is a reportable condition to the Department of Environmental Services (DES), the Bidder is required to

notify DES and perform any necessary remediation to satisfy all applicable state and federal regulations, at the Bidder's sole expense.

- 2.1.14. The selected Bidder must pick up the equipment after the Completion Date at the selected Bidder sole expense.

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3. BID EVALUATION

3.1. Bid Scoring

- 3.1.1. Bid scores will be calculated based on the Total Cost Bid as submitted on Appendix B, Transmittal Cover Letter, Bidder Information and Bid Sheet, Section 3, Bid Sheet.

3.2. Bidder Selection

- 3.2.1. Bidders must complete Appendix B, Transmittal Cover Letter, Bidder Information and Bid Sheet, and submit the supporting documentation in accordance with Section 6, Bid Response Requirements, Subsection 6.3, Bid Contents, by the Bid Submission Deadline in Subsection 1.3, Procurement Timetable.
- 3.2.2. Public Bids will be opened on the day and time specified in Subsection 1.3, Procurement Timetable.
- 3.2.3. One (1) Bidder with the lowest Cost Bid as submitted on Appendix B, Transmittal Cover Letter, Bidder Information and Bid Sheet, Section 3, Bid Sheet, will be selected.
- 3.2.4. Should the Department be unable to reach agreement with the selected Bidder during Contract discussions, the Department may then undertake Contract discussions with the second lowest Bidder and so forth. Such discussions may continue at the sole option of the Department, until an agreement is reached, or all Proposals are rejected.

4. SOLICITATION RESPONSE PROCESS

4.1. Questions and Answers

4.1.1. Bidders' Questions

- 4.1.1.1. 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.
- 4.1.1.2. 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.
- 4.1.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.1.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

4.1.2. Department Responses

- 4.1.2.1. 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.

4.1.3. Exceptions

- 4.1.3.1. The Department will require the successful Bidder 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 Bidder believes that exceptions to Appendix A will be necessary for the Bidder to enter into a Contract, the Bidder must note those issues during the Question Period in Subsection 1.3. Bidders may not request exceptions to the Scope of Services or any other sections of this Solicitation.
- 4.1.3.2. 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 Bidder questions.
- 4.1.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Bidder during the Question Period may not be considered. In no event is a Bidder to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.

4.2. Solicitation Amendment

- 4.2.1. 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 Bidder 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:
RFB-2023-DPHS-01-WAREH (email xx of xx).

- 5.2. The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.
- 5.3. The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 5.4. The Department will conduct an initial screening step to verify Bidder compliance with the requirements of this Solicitation. The Department may waive or offer a limited

opportunity for a Bidder 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 Bidder's expense.

6. BID 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. Bid Contents

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

- 6.2.1. Appendix B – Transmittal Letter, Bidder Information and Bid Sheet,** including:

- 6.2.1.1. Vendor Code Number** - Prior to executing any resulting contract, the selected Bidder 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 Bidder with the State. Bidders are strongly encourage to provide a vendor code number in the Appendix B if available. More information can be found at: <https://das.nh.gov/purchasing/Bidderresources.aspx>

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

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

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

Bidders 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 Bidder. 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. Bid Withdrawal

Prior to the Bid Submission Deadline specified in Subsection 1.3, Procurement Timetable, bids 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 Bidder'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 Bidder believes any information submitted in response to this solicitation should be kept confidential, the Bidder 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 Bidder claims must be exempt from disclosure as "CONFIDENTIAL." Bidders must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission, attachment or section as confidential shall neither be accepted nor honored by the Department. Bidders 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 Bidder'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 Bidder 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 Bidder 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, Bidders acknowledge and agree that:
- 7.8.7. 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;
- 7.8.8. The Department is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
- 7.8.9. 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 Bidder.

7.9. Electronic Posting of RFP Results and Resulting Contract

- 7.9.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this solicitation, the Department will post the name, rank or score of each responding Bidder. 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, Bidders 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 Bidder agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by a Bidder 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 Bidder 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 Bidder 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 Bidders 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. Bidders 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 Bidder.

7.14. Successful Bidder Notice and Contract Negotiations

If a Bidder 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 Bidder, all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Bidder, the evaluation team may recommend another Bidder. The Department will not contact Bidder 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 Bidder must obtain written consent from the Department 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 Bidder's location or at any other location deemed appropriate by the Department, to determine the Bidder's capacity to satisfy the terms of this solicitation. The Department may also require the Bidder to produce additional documents, records, or materials relevant

to determining the Bidder'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 Bidder.

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 Bidder 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 Bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Bidder 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 Bidder shall be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. A Bidder 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 **Bidder** 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 Bidder 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 Bidder may be required to participate in monitoring activities for the resulting contract, at the sole discretion of the Department, including, but not limited to:
 - 8.2.1. Site visits.
 - 8.2.2. File reviews.
 - 8.2.3. Staff training.

8.3. Records

- 8.3.1. The selected Bidder 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 Bidder in the performance of the resulting contract, and all income received or collected by the selected Bidder.
 - 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.
- 8.3.2. 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. Upon the purchase by the Department of the maximum number of units provided for in the resulting contract and upon payment of the price limitation hereunder, the selected Bidder and all the obligations of the parties hereunder (except such obligations as, by the terms of the resulting Contract are to be performed after the end of the term of the contract and/or survive the termination of the Contract shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Bidder 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 Bidder.

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 Bidder must not reproduce any materials produced under the contract without prior written approval from the Department.

8.5. Audit Requirements

- 8.5.1. The selected Bidder must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.5.1.1. Condition A - The selected Bidder 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.
 - 8.5.1.2. Condition B - The selected Bidder is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.5.1.3. Condition C - The selected Bidder is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.5.2. If Condition A exists, the selected Bidder 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 Bidder'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.
- 8.5.3. If Condition B or Condition C exists, the selected Bidder shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Bidder's fiscal year.
- 8.5.4. Any selected Bidder 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 Bidder is high-risk.
- 8.5.5. In addition to, and not in any way in limitation of obligations of the resulting Contract, it is understood and agreed by the selected Bidder that the selected Bidder shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract to which exception has been taken, or which have been disallowed because of such an exception.

9. APPENDICES TO THIS SOLICITATION

9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits

9.2. Appendix B – Transmittal Letter, Bidder Information, and Bid Sheet