



**State of New Hampshire
Department of Health and Human Services**

REQUEST FOR BID RFB-2023-GLENCLIFF-03-BURIA

FOR

Burial & Cremation Services

January 25, 2022



1. INTRODUCTION

1.1. Purpose and Overview

This Request for Bids (RFB) is published by the New Hampshire Department of Health and Human Services (the Department) to solicit bids to provide burial and cremation services at Glencliff Home, located at 393 High Street, Glencliff, NH 03238.

The selected Bidder must provide all labor, equipment, materials, and tools necessary to complete the terms set forth in Section 2. Scope of Work.

1.2. Contract Period

1.2.1. Contracted services will begin upon approval by the Governor and Executive Council through June 30, 2024.

1.2.2. The Department reserves the right to renew the resulting contract for up to four (4) additional years, subject to continued availability of funds, satisfactory performance of services, agreement of the parties, and approval by the Governor and Executive Council.

2. Scope of Work

- 2.1. The selected Bidder must provide burial and cremation services for residents of Glencliff Home, as requested by the Department.
- 2.2. The selected Bidder must maintain active licenses to perform this work as required by the State of New Hampshire.
- 2.3. The selected Bidder must review the burial intentions and any additional special requests with the Social Services Department of Glencliff Home upon receiving notification of the death of the resident.
- 2.4. Upon request by the Department, the selected Bidder must remove the identified resident's body from the place of death within six (6) hours of notification of death.
- 2.5. The selected Bidder must transport the resident's body from the place of death to the selected Bidder's funeral home and prepare the body for burial or cremation, as directed by the Social Services Department of Glencliff Home.
- 2.6. The selected Bidder must comply with the requirements of RSA 325-A, which include, but are not limited to:
 - 2.6.1. Completing a death certificate.
 - 2.6.2. Filing the original death certificate with the Town Clerk.
 - 2.6.3. Obtaining a physician's signature on the death certificate.
 - 2.6.4. Completing all other required record keeping associated with burial or cremation.
- 2.7. The selected bidder must provide the Department with a certified long-form copy of the death certificate within seven (7) days of death.
- 2.8. Upon the request of a burial, the selected Bidder must:



- 2.8.1. Prepare the deceased for viewing, include embalming and application of cosmetics.
 - 2.8.2. Supply a standard economy type casket and grave box.
 - 2.8.3. Transport the deceased to the Glenclyff Home Chapel or a requested facility of like mileage thirty (30) minutes prior to the scheduled viewing.
 - 2.8.4. Transport the deceased for burial at the facility cemetery or other location of like mileage designated by the Department.
- 2.9. Upon the request of a cremation, the Contractor must:
- 2.9.1. Provide transportation of the deceased's body to the crematorium.
 - 2.9.2. Supply or purchase the cremation services.
 - 2.9.3. Supply an urn for burial purposes.
 - 2.9.4. Return the ashes of the deceased in a timely manner to Glenclyff Home for a memorial service within fourteen (14) days of death.
- 2.10. The Contractor must entomb the deceased as needed until arrangements can be made for burial, including, but not limited to, during periods when temperatures do not permit ground burials.

3. Notices

3.1. Exceptions

- 3.1.1. 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 an Agreement, the Bidder must note those issues during the RFB Question Period in Subsection 5.2, Timetable. Bidders may not request exceptions to the Scope of Services or any other sections of this RFB.
- 3.1.2. 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.
- 3.1.3. If the Department accepts a Bidder's exception, the Department will, at the conclusion of the RFB Question Period, provide notice to all potential Bidders of the exceptions that have been accepted and indicate that exception is available to all potential Bidders by publication of the Department's responses on or about the date indicated in Subsection 5.2, Timetable.
- 3.1.4. Any exceptions to the standard form contract and exhibits that are not raised by a Bidder during the RFB Question Period will 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.



3.2. RFB Amendment

- 3.2.1. The Department reserves the right to amend this RFB, as it deems appropriate, prior to the Bidder submission deadline on its own initiative or in response to issues raised through Bidder questions. In the event of an amendment to the RFB, the Department, at its sole discretion, may extend the Bidder submission deadline. The amended language will be posted on the Department's website.

3.3. Compliance

- 3.3.1. Bidders 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.
- 3.3.2. The selected Contractor must meet all information security and privacy requirements as set by the Department.
- 3.3.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 3.3.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 3.3.3.2. 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.
 - 3.3.3.3. During the term of this 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 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 Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this 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 Contractor 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 Contractor.

3.4. Non-Collusion

The Bidder's required signature on the Transmittal Cover Letter for a Bid submitted in response to this RFB guarantees that the prices, terms and conditions, and services have been established without collusion with other Bidders and without effort to preclude Department from obtaining the best possible Bidder.

3.5. Bidder Withdrawal

Prior to the Closing Date for receipt of Bidders, a bid may be withdrawn by submitting a written request for its withdrawal to Contract Specialist identified in Subsection 5.1.

3.6. Public Disclosure

3.6.1. Pursuant to RSA 21-G:37, the content of responses to this RFB must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of bids, the Department will publish 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 RFB, the Department will post the name, rank or score of each Bidder. Bidder's disclosure or distribution of the contents of its Application, other than to the State, will be grounds for disqualification at the State's sole discretion.

3.6.2. The content of each Bid and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of an Application in response to this RFB may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFB will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

3.6.3. Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Bid section the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5. **The Bidder is strongly encouraged to provide a redacted copy of their bid.**

3.6.4. Each Bidder acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall



maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by an Applicant as confidential, the Department shall notify the Bidder and specify the date the Department intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, the Department may release the information on the date the Department specified in its notice to the Bidder without incurring any liability to the Bidder.

3.7. Non-Commitment

Notwithstanding any other provision of this RFB, this RFB does not commit the Department to award a Contract. The Department reserves the right to reject any and all Bids or any portions thereof, at any time and to cancel this RFB and to solicit new Applications under a new Application process.

3.8. Request for Additional Information or Materials

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

3.9. Liability

By submitting a bid in response to this RFB, a Bidder agrees that in no event shall the State 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 bid, or for work performed prior to the Effective Date of a resulting contract.

3.10. Oral Presentations and Discussions

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

3.11. Successful Bidder Notice and Contract Negotiations

If a Bidder is selected, the Department will notify the successful Bidder in writing of their selection and the State's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Bidder, all submitted Bids 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 Bidders that are not initially selected to enter into contract negotiations.



3.12. Scope of Award and Contract Award Notice

- 3.12.1. The Department reserves the right to award a service, part of a service, group of services, or total services and to reject any and all Bids in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 3.12.2. If a contract is awarded, the Bidder must obtain written consent from the Department before any public announcement or news release is issued pertaining to any contract award.

3.13. 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 RFB. The Department may also require the applicant to produce additional documents, records, or materials relevant to determining the Applicant's capacity to satisfy the terms of this RFB. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Bidder.

3.14. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFB shall be governed by RSA 21-G:37, and the procedures and terms of this RFB. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFB. In the event that any legal action is brought challenging this RFB 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.

3.15. Contingency

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

3.16. Ethical Requirements

From the time this RFB 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 an RFP, 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 Bid in response to this RFB, or similar request for submission and every such Bidder shall be disqualified from submitting any Bid 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.

4. RFB EVALUATION PROCESS

4.1. Bid Scoring

4.1.1. Bid scores will be calculated based on the Annualized Cost Bid as submitted on Appendix B Bid Submittal and Cost Bid Sheet.

4.2. Bidder Selection

4.2.1. Bidders must complete Appendix B, Bid Submittal and Cost Bid Sheet, and submit the supporting documentation in accordance with Subsection 5.6. Bid Submission, by the Cost Bids Submission Deadline in Subsection 5.2, Timetable.

4.2.2. Bids will be opened on the day and time specified in Section 5, Schedule of Events and Terms of Submission, Subsection 5.2, Timetable.

4.2.3. One (1) Bidder with the lowest Annualized Cost Bid as submitted on Appendix B Bid Submittal and Cost Bid Sheet, Line 3, will be selected.

4.2.4. Should the State be unable to reach agreement with the selected Bidder during Contract discussions, the State may then undertake Contract discussions with the second lowest Bidder and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all Proposals are rejected.

5. Schedule of Events and Terms of Submission

5.1. Contact Information – Sole Point of Contact

The sole point of contact, the Contract Specialist, relative to the bid or bidding process for this RFB, from the RFB issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Corey Nachman, Program Specialist IV
129 Pleasant St.
Concord, New Hampshire 03301
Email: Corey.R.Nachman@dhhs.nh.gov
Phone: 603-271-9341

5.2. Timetable

Procurement Timetable		
(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date



1.	RFB Published	January 25, 2022
2.	RFB Questions Submission Deadline	February 4, 2022 11:59PM
3.	DHHS Response to Questions Published	February 11, 2022
4.	Cost Bids Submission Deadline	February 22, 2022 12:01AM
5.	Public Bid Opening	February 22, 2022 3:00PM

5.3. Communication

From the date of release of this RFB until an award is made and announced regarding the selection of an Applicant, all communication with personnel employed by or under contract with the Department regarding this RFB is prohibited unless first approved by the RFB Point of Contact listed in Paragraph 5.1 herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFB with any potential contractor during the selection process, unless otherwise authorized by the RFA Point of Contact. Applicants may be disqualified for violating this restriction on communications.

5.4. Bidder Questions and Answers

- 5.4.1. All questions about this RFB, including but not limited to requests for clarification, additional information or any changes to the RFB must be made in writing, citing the RFB page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 5.1, Contact Information – Sole Point of Contact.
- 5.4.2. 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.
- 5.4.3. The Department will not acknowledge receipt of questions. The questions may be submitted by e-mail; however, the Department assumes no liability for assuring accurate and complete e-mail transmissions.
- 5.4.4. Questions must be received by the deadline given in Subsection 5.2 Timetable.



- 5.4.5. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 5.2 Timetable. Written answers to questions asked will be posted on the Department's website (<http://www.dhhs.nh.gov/business/rfp/index.htm>). This date may be subject to change at the Department's discretion.

5.5. Validity of Bid

Bids must be valid for one hundred eighty (180) days following the deadline for submission in the Procurement Timetable above, or until the Effective Date of any resulting Contract, whichever is later.

5.6. Bid Submission

- 5.6.1. Bids must be submitted electronically to the Contract Specialist at the email address specified in Subsection 5.1 as well to contracts@dhhs.nh.gov.
 - 5.6.1.1. The subject line must include the following information: **RFB-2022-GLENCLIFF-08-BURIA** (email xx of xx).
 - 5.6.1.2. The maximum size of file attachments per email is 10 MB. Bids with file attachments exceeding 10 MB must be submitted via multiple emails.
- 5.6.2. The Department must receive the proposal by the time and date specified in the Procurement Timetable and in the manner specified or it may be rejected as non-compliant.
- 5.6.3. The Department may waive or offer a limited opportunity for a Proposer to cure immaterial deviations from the RFB requirements if it is determined to be in the best interest of the Department.

6. ADDITIONAL INFORMATION

- 6.1. **Appendix A – Form P37 and Standard Exhibits**
- 6.2. **Appendix B – Bid Submittal and Cost Bid Sheet**