



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

**REQUEST FOR PROPOSALS  
RFP-2022-BDAS-05-PEERR**

**FOR**

**Peer Recovery Support Services Facilitating Organization**

**December 13, 2021**



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## INTRODUCTION

### 1.1. Purpose and Overview

This Request for Proposals (RFP) is published to solicit proposals for the provision of a Facilitating Organization (FO) to develop and support infrastructure and provide program support to Recovery Community Organizations (RCOs) and Recovery Centers across the State. The FO will ensure financial, operational, and technical assistance and training to support the existing RCOs.

The New Hampshire Department of Health and Human Services (Department) anticipates awarding one (1) contract for the services in this RFP.

### 1.2. Request for Proposal Terminology

**CAPRSS:** Council on Accreditation of Peer Recovery Support Services. More information, including Core and Optional Standards can be found by visiting <https://caprss.org/>.

### 1.3. Contract Period

The Contract resulting from this RFP is anticipated to be effective April 1, 2022 or upon Governor and Executive Council approval, whichever is later through June 30, 2024.

The Department may extend contracted services for up to four (4) additional years, contingent upon satisfactory Contractor performance, continued funding, agreement of the parties, and Governor and Executive Council approval.

## 2. BACKGROUND

### 2.1. New Hampshire Department of Health and Human Services, Bureau of Drug and Alcohol Services

The Bureau of Drug and Alcohol Services (BDAS) seeks to join individuals, families and communities in reducing alcohol and other drug problems thereby increasing opportunities for citizens to achieve health and independence.

### 2.2. Background

Peer Recovery Support Services (PRSS) help people become engaged and stay engaged in the recovery process, thus reducing the likelihood of recurrence of problematic use. PRSS are designed following a thoughtful process of review, revision and adoption by people with lived experience and are delivered by peers who are successful in the recovery process. PRSS are part of the Department's overall strategy to respond to substance misuse issues that negatively impact New Hampshire citizens, families and communities. The Department's goal is to create a statewide, geographically diverse PRSS network by increasing capacity through the development and support of RCOs.



### 3. STATEMENT OF WORK

#### 3.1. Scope of Services

- 3.1.1. The selected Vendor must be the Facilitating Organization for the 13 Recovery Community Organizations (RCOs) statewide that provide Peer Recovery Support Services to individuals with Substance Use Disorder and families.
- 3.1.2. The selected Vendor must subcontract with current RCOs to provide funding for operational and programmatic support.
- 3.1.3. The selected Vendor must enter into subcontracts with the existing 13 RCOs, within 90 days of the effective date of the awarded contract, in order to support provision of quality Peer Recovery Support Services (PRSS) within each of the selected Recovery Centers. The selected Vendor must:
  - 3.1.3.1. Provide a copy of each executed RCO subcontract to the Department within five (5) days of contract execution.
  - 3.1.3.2. Modify current subcontracts as required or enter into new subcontracts for new Recovery Centers, as approved by the Department, and are located in underserved geographic regions that do not have an existing Recovery Center.
- 3.1.4. The selected Vendor must ensure that all subcontracted RCOs:
  - 3.1.4.1. Provide:
    - 3.1.4.1.1. Services within a minimum of one (1) Recovery Center;
    - 3.1.4.1.2. Recovery Coaching;
    - 3.1.4.1.3. Telephone Recovery Support;
    - 3.1.4.1.4. A venue for recovery mutual support meetings; and
    - 3.1.4.1.5. Additional Recovery Support Services as determined by the local Recovery Community, that may include but are not limited to:
      - 3.1.4.1.5.1. Parenting and Family Support Programs.
      - 3.1.4.1.5.2. Targeted outreach programs.
      - 3.1.4.1.5.3. Collaborative recovery programs with community agencies.
      - 3.1.4.1.5.4. Transportation assistance related to recovery supports.



- 3.1.4.2. Engage with:
  - 3.1.4.2.1. Local and regional partners including, but not limited to:
    - 3.1.4.2.1.1. Regional Public Health Network, listed in Appendix F Regional Public Health Network, to participate in continuum of care development work.
    - 3.1.4.2.1.2. Regional Doorway.
    - 3.1.4.2.1.3. Mental Health Peer Support Services within the community.
  - 3.1.4.3. Understand the services offered at the Mental Health Peer Support Centers; and
  - 3.1.4.4. Coordinate with Mental Health Peer Support Centers to ensure participants are referred to the Peer Support Center or Recovery Center that best suits their needs.
- 3.1.5. The selected Vendor must utilize logistical and other support, as directed by the Department, to facilitate a Community of Practice that allows RCO administrators and leaders to establish and strengthen cooperation, collaboration and informal mentoring among RCOs. The selected Vendor must:
  - 3.1.5.1. Organize regular on-going meetings of the PRSS Community of Practice.
  - 3.1.5.2. Ensure meetings are widely advertised to all RCOs, statewide and to other PRSS stakeholders.
- 3.1.6. The selected Vendor must ensure RCOs meet or exceed national standards as described by the Council on Accreditation of Peer Recovery Support Services (CAPRSS), that include but are not limited to:
  - 3.1.6.1. CAPRSS Core Standards (v1.1), which include:
    - 3.1.6.1.1. Principles;
    - 3.1.6.1.2. People;
    - 3.1.6.1.3. Practices; and
    - 3.1.6.1.4. Performance.
  - 3.1.6.2. CAPRSS Optional Standards (v0.1) related to:
    - 3.1.6.2.1. Recovery Community Center; and
    - 3.1.6.2.2. Recovery Coaching.
- 3.1.7. The selected Vendor must report on the current status for each of the RCOs listed in Appendix G – Recovery Community Organizations List



- 2021, to provide PRSS within 90 days of the effective date of the awarded contract. Baseline status must include:
- 3.1.7.1. Status of meeting CAPRSS Core and Optional Standards as described above.
  - 3.1.7.2. Specific areas of PRSS expertise.
  - 3.1.7.3. Recovery Coaching and qualifications of staff providing recovery coaching including supervision.
  - 3.1.7.4. Telephone Recovery Services.
  - 3.1.7.5. Location and service hours of the current Recovery Centers.
  - 3.1.7.6. Number of staff and volunteers and percentage of them that have been credentialed as a Certified Recovery Support Worker (CRSW).
  - 3.1.7.7. Status of Medicaid enrollment, contracting and credentialing with Managed Care Organizations (MCOs) and billing for PRSS.
  - 3.1.7.8. Annual budget to include all funding sources.
  - 3.1.7.9. Status of an organizational sustainability plan.
- 3.1.8. The selected Vendor must collaborate with technical assistance providers, as directed by the Department, to develop and provide training and technical assistance.
- 3.1.9. The selected Vendor must provide training and technical assistance to each contracted RCO to ensure that all RCOs meet all requirements set forth in this RFP.
- 3.1.10. The selected Vendor must support the ability of each RCO to open and sustain a minimum of one (1) Recovery Center. The selected Vendor must:
- 3.1.10.1. Work with each RCO that plans to open a new Recovery Center to develop a written plan that includes, but is not limited to:
    - 3.1.10.1.1. The current organizational structure of the RCOs Recovery Center or the RCOs readiness to open a Recovery Center, as appropriate.
    - 3.1.10.1.2. The process for acquiring and/or rehabilitating a facility to serve as a Recovery Center.
    - 3.1.10.1.3. The RCOs financial viability to support the Recovery Center.
  - 3.1.10.2. Ensure training and technical assistance is available to Recovery Center staff, which may include but is not limited to:



- 3.1.10.2.1. Peer Recovery Coaching Services.
- 3.1.10.2.2. Telephone Recovery Support Services.
- 3.1.10.2.3. Co-occurring mental health and substance use disorders and recovery.
- 3.1.10.2.4. Family dynamics of addiction and recovery.
- 3.1.10.2.5. Application of ethical codes for CRSWs and volunteers.
- 3.1.10.2.6. Information Security, Privacy, and Health Insurance Portability and Accountability Act (HIPAA) training.
- 3.1.10.3. Work with each RCO to ensure sustainability of a Recovery Center(s) and services. The selected Vendor shall:
  - 3.1.10.3.1. Work with each RCO to develop a written plan to sustain its Recovery Center(s) and services.
  - 3.1.10.3.2. Assist RCOs to secure funding from other public and private sources to ensure ongoing sustainability of services.
- 3.1.11. The selected Vendor must assist RCOs with performing Human Resource functions as needed.
- 3.1.12. The selected Vendor must ensure billing services are available to each RCO until RCOs can perform billing functions on their own. Billing functions must include, but are not limited to:
  - 3.1.12.1. Credentialing for insurance billing.
  - 3.1.12.2. Submitting claims for PRSS participant services covered by Medicaid to the appropriate Managed Care Organization (MCO).
  - 3.1.12.3. Disbursing payments received from MCOs to the appropriate RCO.
- 3.1.13. The selected Vendor must implement a data collection and organization process approved by the Department that includes:
  - 3.1.13.1. Providing each RCO access to the RecoveryLink™ recovery-based electronic data collection system as identified and approved by the Department.
  - 3.1.13.2. Providing training and ensuring all RCOs are entering data into RecoveryLink™, including but not limited to:
    - 3.1.13.2.1. Demographics, that include but are not limited to:
      - 3.1.13.2.1.1. Gender.





- 3.1.13.2.1.2. Age.
- 3.1.13.2.1.3. Ethnicity.
- 3.1.13.2.1.4. Race.
- 3.1.13.2.1.5. Veteran Status.
- 3.1.13.2.1.6. Sexual Orientation.
- 3.1.13.2.2. Outcome Measures that include, but are not limited to:
  - 3.1.13.2.2.1. Substance use.
  - 3.1.13.2.2.2. Crime and criminal justice.
  - 3.1.13.2.2.3. Employment and education.
  - 3.1.13.2.2.4. Stability in housing.
  - 3.1.13.2.2.5. Reliable transportation.
  - 3.1.13.2.2.6. Social connectedness.
  - 3.1.13.2.2.7. Retention.
  - 3.1.13.2.2.8. Perception of care.
  - 3.1.13.2.2.9. Income.
  - 3.1.13.2.2.10. Health insurance coverage.
  - 3.1.13.2.2.11. Substance Use Disorder (SUD) treatment.
  - 3.1.13.2.2.12. Recovery capital, as measured by Brief Assessment of Recovery Capital (BARC-10) scores.
  - 3.1.13.2.2.13. Quality of life.
- 3.1.14. The selected Vendor must implement an evaluation process by collaborating with the Department and the evaluation provider identified by the Department to:
  - 3.1.14.1. Provide the information necessary for the Department to evaluate and monitor the selected Vendor's contract performance;
  - 3.1.14.2. Evaluate that the RCOs are operating and providing services per CAPRSS and CRSW standards, and other requirements as identified by the Department; and
  - 3.1.14.3. Evaluate PRSS provided by RCOs individually and on an aggregate level, including participant level outcomes.
- 3.1.15. The selected Vendor must actively promote the availability, purpose,



and value of PRSS across New Hampshire. The selected Vendor must ensure promotional activities include, but are not limited to:

3.1.15.1. Posting regular updates on websites approved by the Department;

3.1.15.2. Publishing in e-newsletters; and

3.1.15.3. Presenting at local and state-wide meetings, workshops and conferences in conjunction with RCO leadership. The selected Vendor must ensure information for presentations includes, but is not limited to:

3.1.15.3.1. Location.

3.1.15.3.2. Date.

3.1.15.3.3. Title of meeting, workshop(s), or conference(s).

3.1.16. The selected Vendor must establish an RCO Association. The selected Vendor must ensure the RCO Association:

3.1.16.1. Encourages participation by all RCOs in the state.

3.1.16.2. Develops objectives for increasing capacity and quality improvement of PRSS.

3.1.16.3. Provides a forum for shared learning about changes in the field of PRSS.

3.1.16.4. Provides information to its members about available resources and funding opportunities.

3.1.17. State Opioid Response (SOR) Grant Standards

3.1.17.1. The selected Vendor must establish formal information sharing and referral agreements between the RCOs and the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

3.1.17.2. The selected Vendor must ensure individuals receiving services rendered from SOR funds report past or current use of, or being at risk of using opioids or stimulants.

3.1.17.3. The selected Vendor must coordinate completion of Government Performance Results Act initial interview and associated follow-ups at six (6) months and discharge for individuals referenced in section 3.1.9.2 with Regional Doorways.

3.1.17.4. The selected Vendor shall ensure that RCOs receiving SOR funds accept clients on and facilitate client access to FDA-



approved medication-assisted treatment for opioid use disorder OUD.

3.1.17.5. The selected Vendor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment using marijuana. The selected Vendor shall ensure:

3.1.17.5.1. Treatment in this context includes the treatment of OUD.

3.1.17.5.2. Grant funds are not provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.

3.1.17.5.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

3.1.17.6. The selected Vendor shall collaborate with the Department to understand and comply with all appropriate DHHS, State of NH, Substance Abuse and Mental Health Services Administration, and other Federal terms, conditions, and requirements.

3.1.17.7. The selected Vendor shall provide a fentanyl test strip utilization plan to the Department for approval prior to implementation. The Vendor shall ensure the utilization plan includes:

3.1.17.7.1. Internal policies for the distribution of Fentanyl strips;

3.1.17.7.2. Distribution methods and frequency; and

3.1.17.7.3. Other key data as requested by the Department.

3.1.17.8. The selected Vendor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.

3.1.17.9. The selected Vendor shall ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.

3.1.18. The Contractor must actively and regularly collaborate with the Department to enhance contract management and improve results.

**Q1** Describe your experience with developing and/or providing Peer Recovery Support Services.



- Q2** Describe your process for engaging and entering into agreements with existing RCOs. Include your process for determination of funding for each organization and your subcontract requirements.
- Q3** Describe your experience providing training and technical assistance, especially as it relates to addiction and recovery services, including CAPRSS standards, CRSW credentialing, and specific peer services.
- Q4** Provide your plan for providing back office functions, including human resources, financial functions, and billing for PRSS. Identify the personnel who will support these functions.
- Q5** Provide your plan and process for oversight of RCOs, including your staffing plan that will ensure that RCOs meet all requirements of the scope of service in this RFP.
- Q6** Provide your plan for utilization of collected data for quality improvement of RCOs.
- Q7** Describe how you will determine equitable allocation of SOR funds for specific programs to individual RCOs.
- Q8** Describe your process to ensure RCOs comply with SOR standards, referenced in section 3.1.17.

### **3.2. Reporting Requirements**

- 3.2.1. The selected Vendor must provide monthly updates of data captured from RecoveryLink™, including, but not limited to BARC-10 scores, in a format approved by the Department.
- 3.2.2. The selected Vendor must provide monthly updates on participants receiving services funded through SOR.
- 3.2.3. The selected Vendor must provide quarterly reports with de-identified information that includes, but is not limited to:
  - 3.2.3.1. Updates on the current status for each RCO under contract, as referenced in Section 3.1.7.
  - 3.2.3.2. Information on RCO trainings and Communities of Practice conducted, including but not limited to:
    - 3.2.3.2.1. Type of training provided.
    - 3.2.3.2.2. Topic.
    - 3.2.3.2.3. Number of attendees.
  - 3.2.3.3. Number of RCOs provided support for human resource and/or billing functions.
  - 3.2.3.4. Activities undertaken to promote the availability, purpose and value of PRSS.



- 3.2.3.5. Programmatic highlights from RCOs.
- 3.2.3.6. Key findings from evaluation of participant data.
- 3.2.4. The selected Vendor must submit an annual report with de-identified information to the Department that includes, but is not limited to:
  - 3.2.4.1. Current status of each RCO under contract, as referenced in Section 3.1.7.
  - 3.2.4.2. Number and type of PRSS provided by each RCO and total for the year.
  - 3.2.4.3. The number and type of trainings provided over the term of the contract.
  - 3.2.4.4. Amount of payments billed to insurance by each individual RCO and in total for all RCOs.
  - 3.2.4.5. Information regarding participants served and participants outcomes, which shall include but not be limited to analysis of participant data referenced in Subsection 3.1.14., by individual RCOs and aggregated for all RCOs.
- 3.2.5. The Contractor may be required to collect and share other key data and metrics with the Department in a format specified by the Department.

### **3.3. Performance Measures**

- 3.3.1. The selected Vendor shall ensure:
  - 3.3.1.1. A minimum of 20 Recovery Centers are open and providing PRSS.
  - 3.3.1.2. 80% percent of RCOs fully meet CAPRSS standards.
  - 3.3.1.3. RCOs are ensuring CRSWs on staff receive supervision, as required by the NH Licensing Board.
  - 3.3.1.4. On average, the increase in BARC-10 scores from baseline to current for individuals receiving recovery coaching is statistically significant.

### **3.4. Compliance**

- 3.4.1. Contractor(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.
- 3.4.2. The selected Contractor must meet all information security and privacy requirements as set by the Department.



- 3.4.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
- 3.4.3.1. 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.
  - 3.4.3.2. 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.
  - 3.4.3.3. 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.
- 3.4.4. **Credits and Copyright Ownership**
- 3.4.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall 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*.”

- 3.4.4.2. All written, video and audio materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 3.4.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.4.4.3.1. Brochures.
  - 3.4.4.3.2. Resource directories.
  - 3.4.4.3.3. Protocols.
  - 3.4.4.3.4. Guidelines.
  - 3.4.4.3.5. Posters.
  - 3.4.4.3.6. Reports.
- 3.4.4.4. The selected Contractor(s) shall not reproduce any materials produced under the contract without prior written approval from the Department.

#### 3.4.5. **Audit Requirements**

- 3.4.5.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if **any** of the following conditions exist:
  - 3.4.5.1.1. Condition A - The Contractor 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.
  - 3.4.5.1.2. Condition B - The Contractor 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.
  - 3.4.5.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 3.4.5.2. If Condition A exists, the Contractor 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 Contractor’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.

- 3.4.5.3. If Condition B or Condition C exists, the Contractor shall submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 3.4.5.4. Any Contractor 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 Contractor is high-risk.
- 3.4.5.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

### **3.5. Contract Monitoring Provisions**

- 3.5.1. All Contractors must complete Appendix B, Contract Monitoring Provisions.
- 3.5.2. The Department will use Vendor responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Vendor is awarded a contract. The risk assessment will not be used to disqualify or score Proposals.

## **4. FINANCE**

### **4.1. Financial Standards**

- 4.1.1. The Department anticipates using Federal, General, and Other funds for the resulting contracts. The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. Any selected vendor will be subject to the requirements in the Catalog of Federal Domestic Assistance (CFDA) #93.959, FAIN TI083464, U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, Substance Abuse Prevention & Treatment Block Grant; CFDA 93.959, FAIN TI083509, U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, Substance Abuse Prevention & Treatment Block Grant COVID-19 Supplemental and CFDA #93.788 FAIN TI083326 U.S. Department of Health and Human Services,





Substance Abuse & Mental Health Services Administration, NH SOR 2 Project or the requirements of the selected funding source.

- 4.1.2. Funding for the resulting contract is anticipated to be available in the amount of \$6,750,000; however, this amount is approximate and may be increased or decreased to meet the needs of the Department.

**4.2. Budget, Staff List and Budget Narrative**

- 4.2.1. Proposers must complete Appendix D, Budget Sheet and Appendix E, Program Staff List for each State Fiscal Year (July 1 through June 30). This is not a low cost award.
- 4.2.2. Proposers must provide a Budget Narrative that explains the specific line item costs included in the Appendix D, Budget Sheet and their direct relationship to meeting the objectives of this RFP. The Budget Narrative must explain how each position included in Appendix E, Program Staff List pertains to the proposal and what activities they will perform.
- 4.2.3. The Budget Sheet will be scored based on the following criteria:

<b>Budget Sheet</b>	
<b>Score</b>	<b>Criteria</b>
0-20	Costs are not allowable.
	Reader cannot understand the relationship of cost relative to the proposed services.
	Cost items do not directly align with objectives of the RFP.
	Costs are not reasonable.
	The costs do not represent significant value relative to anticipated outcomes.
21-48	Reader can generally understand the relationship of cost relative to the proposed services.
	Cost items are mostly aligned with the objectives of the RFP.
	Costs are predominantly reasonable.
	Costs relative to outcomes are adequate and meet the objectives of RFP
49-70	Reader has a thorough understanding of the relationship of cost relative to the proposed services.
	Cost items directly align with objectives of the RFP.
	Costs are reasonable.



	The costs represent significant value relative to anticipated outcomes.
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4.2.4. The Program Staff List will be scored based on the following criteria:

<b>Program Staff List</b>	
<b>Score</b>	<b>Criteria</b>
0-9	Staffing costs are not reasonable.
	Reader cannot understand the relationship of staffing costs relative to the proposed services.
	Staffing cost items do not directly align with objectives of the RFP.
	The staffing costs do not represent significant value relative to anticipated outcomes.
10-21	Reader can generally understand the relationship of staffing costs relative to the proposed services.
	Staffing cost items are mostly aligned with the objectives of the RFP.
	Staffing costs are predominantly reasonable.
	Staffing costs relative to outcomes are adequate and meet the objectives of RFP
22-30	Reader has a thorough understanding of the relationship of staffing costs relative to the proposed services.
	Staffing cost items directly align with objectives of the RFP.
	Staffing costs are reasonable.
	Staffing costs represent significant value relative to anticipated outcomes.

## **5. PROPOSAL EVALUATION**

### **5.1. Selection**

- 5.1.1. The Department will use a scoring scale of 295 points, with a maximum of 100 points awarded based on the Cost Proposal.
- 5.1.2. The Department will select a Vendor based upon the criteria and standards contained in this RFP and applying the points set forth below.



5.1.2.1. Questions will be scored using the following scoring method:

Question	Topic	Point Value
Q1	Experience developing and providing PRSS	30
Q2	Subcontracting process	30
Q3	Experience providing training and technical assistance	20
Q4	Back office experience	20
Q5	RCO oversight process, plan, and staffing plan	25
Q6	Quality improvement plan utilizing collected data	20
Q7	Allocation of SOR funding	25
Q8	SOR standards compliance process	25
	<b>Total:</b>	<b>195</b>

5.1.2.2. Each set of responses to questions in Subsection 5.1.2.1, above, will result in a stand-alone score.

**Total Technical Proposal Points Available 195 Points**

**5.2. Cost Proposal**

5.2.1. Budget (Appendix D)	70 Points
5.2.2. Program Staff List (Appendix E)	30 Points
<b>Total Cost Proposal Points Available</b>	<b>100 Points</b>
<b>Maximum Possible Score</b>	<b>295 Points</b>

**6. PROPOSAL PROCESS**

**6.1. Contact Information – Sole Point of Contact**

6.1.1. The sole point of contact, the Contract Specialist, relative to the proposal process for this RFP, from the RFP issue date until the selection of a Proposer, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire  
Department of Health and Human Services  
Shannon Judd, Contract Specialist  
Bureau of Contracts & Procurements



129 Pleasant Street  
Concord, New Hampshire 03301  
Email: [Shannon.y.judd@dhhs.nh.gov](mailto:Shannon.y.judd@dhhs.nh.gov)  
Phone: 603-271-9685

6.1.2. From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Department regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact listed in Section 6.1.1, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Proposers may be disqualified for violating this restriction on communications.

**6.2. Procurement Timetable**

<b><u>Procurement Timetable</u></b>		
<b>(All times are according to Eastern Time. The Department reserves the right to modify these dates at its sole discretion.)</b>		
<b>Item</b>	<b>Action</b>	<b>Date</b>
1.	Release RFP	December 13, 2021
2.	Mandatory Letter of Intent Submission Deadline	December 17, 2021
3.	RFP Questions Submission Deadline	December 23, 2021 <b>12:00 AM</b>
4.	Department Response to Questions Published	January 7, 2022
5.	Proposal Submission Deadline	January 24, 2022 <b>7:00 AM</b>

**6.3. Letter of Intent**

- 6.3.1. A Letter of Intent to submit a Proposal in response to this RFP must be received by the date and time identified in Subsection 6.2: Procurement Timetable.
- 6.3.2. Receipt of the Letter of Intent by Department will be required to receive any correspondence regarding this RFP; any RFP amendments, in the event such are produced; or any further materials on this project,



including electronic files containing tables required for response to this RFP; any addenda; corrections; schedule modifications; or notifications regarding any informational meetings for Vendors; or responses to comments; or questions.

- 6.3.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 6.1.
- 6.3.4. The Proposer is responsible for successful email transmission. The Letter of Intent must include the name, telephone number, mailing address and email address of the Vendor's designated contact. The Department will provide confirmation of receipt of the Letter of Intent if the name and email address of the person to receive such confirmation is provided by the Vendor.
- 6.3.5. Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this RFP before submitting a proposal.

#### **6.4. Questions and Answers**

##### **6.4.1. Proposers' Questions**

- 6.4.1.1. All questions about this RFP including, but not limited to, requests for clarification, additional information or any changes to the RFP must be made in writing, by email only, citing the RFP page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 6.1.
- 6.4.1.2. 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.
- 6.4.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 6.4.1.4. Questions must be received by the Department by the deadline given in Subsection 6.2, Procurement Timetable.

##### **6.4.2. Department Answers**

The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 6.2, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<http://www.dhhs.nh.gov/business/rfp/index.htm>). Vendors will be sent an email to the contact identified in the Letters of Intent indicating that the Questions and



Answers have been posted on the Department's website. This date may be subject to change at the Department's discretion.

## 6.5. Exceptions

- 6.5.1. The Department will require the successful Proposer 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 RFP Question Period in Subsection 6.2. Proposers may not request exceptions to the Scope of Services or any other sections of this RFP.
- 6.5.2. 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.
- 6.5.3. Any exceptions to the standard form contract and exhibits that are not raised by a Proposer during the RFP 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.

## 6.6. RFP Amendment

The Department reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Proposer questions. In the event of an amendment to the RFP, the Department, at its sole discretion, may extend the Proposal Submission Deadline. Proposers who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the Department's website.

## 6.7. Proposal Submission

- 6.7.1. Proposals must be submitted electronically to [contracts@dhhs.nh.gov](mailto:contracts@dhhs.nh.gov) and the Contract Specialist at the email address specified in Subsection 6.1.
  - 6.7.1.1. The subject line must include the following information: RFP-2022-BDAS-05-PEERR (email xx of xx).
  - 6.7.1.2. The maximum size of file attachments per email is 10 MB. Proposals with file attachments exceeding 10 MB must be submitted via multiple emails.
- 6.7.2. The Department must receive the Proposal by the time and date specified in the Procurement Timetable in Section 6 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 6.7.3. The Department will conduct an initial screening step to verify Proposer compliance with the submissions requirements of this RFP. The



Department may waive or offer a limited opportunity for a Proposer to cure immaterial deviations from the RFP requirements if it is deemed to be in the best interest of the Department.

- 6.7.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of the Proposals shall be at the Proposer's expense.

### **6.8. Non-Collusion**

The Proposer's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP 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 proposal.

### **6.9. Collaborative Proposals**

Proposals 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.

### **6.10. Validity of Proposals**

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later.

### **6.11. Property of Department**

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

### **6.12. Proposal Withdrawal**

Prior to the Proposal Submission Deadline specified in Subsection 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 6.1.

### **6.13. Public Disclosure**

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





- 6.13.2. The content of each Proposal and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a Proposal in response to this RFP 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 RFP will be made accessible to the public online via the website Transparent NH ([www.nh.gov/transparentnh/](http://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.
- 6.13.3. Insofar as a Proposer seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Proposer 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 Proposal section the specific information the Vendor claims to be exempt from public disclosure pursuant to RSA 91-A:5. **The Proposer is strongly encouraged to provide a redacted copy of their Proposal.**
- 6.13.4. Each Proposer 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 a Proposer as confidential, the Department shall notify the Proposer 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 Proposer's responsibility and at the Proposer's sole expense. If the Proposer 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 Proposer without incurring any liability to the Proposer.

#### **6.14. Non-Commitment**

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

#### **6.15. Liability**

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





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

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

### **6.17. Oral Presentations and Discussions**

The Department reserves the right to require some or all Proposers to make oral presentations of their Proposal. The purpose of the oral presentation is to clarify and expound upon information provided in the written Proposal. Proposers are prohibited from altering the original substance of their Proposals 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 Proposer.

### **6.18. Successful Proposer Notice and Contract Negotiations**

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

### **6.19. Scope of Award and Contract Award Notice**

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

### **6.20. Site Visits**

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

### **6.21. Protest of Intended Award**



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

## **6.22. Contingency**

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

## **6.23. Ethical Requirements**

From the time this RFP is published until a contract is awarded, no Proposer 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 Proposer that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Proposer 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 an Proposal to this RFP, or similar request for submission and every such Proposer shall be disqualified from submitting any Proposal or similar request for submission issued by any state agency. A Proposer 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. PROPOSAL OUTLINE AND REQUIREMENTS**

### **7.1. Presentation and Identification**

#### **7.1.1. Overview**

- 7.1.1.1. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3.
- 7.1.1.2. Proposals must be submitted electronically as specified in Subsection 6.7.
- 7.1.1.3. Proposers must submit a separate electronic document for the Technical Proposal and a separate electronic document for the Cost Proposal.

### **7.2. Outline and Detail**



**7.2.1. Proposal Contents – Outline**

Each Proposal shall contain the following, in the order described in this section.

**7.2.2. Technical Proposal Contents – The Transmittal Cover Letter must:**

- 7.2.2.1. Be on the Proposer’s company letterhead.
- 7.2.2.2. Be signed by an individual who is authorized to bind the company to all statements, including services and prices contained in the Proposal.
- 7.2.2.3. Contain the following:
  - 7.2.2.3.1. Identify the submitting organization;
  - 7.2.2.3.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
  - 7.2.2.3.3. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
  - 7.2.2.3.4. Identify the name, title, telephone number, and email address of the person who will serve as the Vendor’s representative for all matters relating to the RFP;
  - 7.2.2.3.5. Acknowledge that the Proposer has read this RFP, understands it, and agrees to be bound by its requirements;
  - 7.2.2.3.6. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications;
  - 7.2.2.3.7. Confirm that Appendix A P-37 General Provisions and Standard Exhibits has been read and is understood;
  - 7.2.2.3.8. Explicitly state that the Proposal is valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later; and
  - 7.2.2.3.9. Include the date that the Proposal was submitted.

**7.2.3. Table of Contents**



The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

**7.2.4. Executive Summary.** A Proposer must submit an executive summary to:

- 7.2.4.1. Provide the Department with an overview of the organization and what the Vendor intends to provide;
- 7.2.4.2. Demonstrate an understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
- 7.2.4.3. Demonstrate the overall design of the project in response to achieving the deliverables as defined in this RFP; and
- 7.2.4.4. Demonstrate familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

**7.2.5. Proposal Narrative, Project Approach, and Technical Response**

- 7.2.5.1. Responses must address the questions in sequential order citing the relevant section.

**7.2.6. Description of Organization**

- 7.2.6.1. Proposers must include in their Proposal a summary of the company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP. At a minimum, the description must include:
  - 7.2.6.1.1. General company overview;
  - 7.2.6.1.2. Ownership and subsidiaries;
  - 7.2.6.1.3. Company background and primary lines of business;
  - 7.2.6.1.4. Number of employees;
  - 7.2.6.1.5. Headquarters and satellite locations;
  - 7.2.6.1.6. Current project commitments;
  - 7.2.6.1.7. Major government and private sector clients;
  - 7.2.6.1.8. Mission Statement;
  - 7.2.6.1.9. The programs and activities of the company;
  - 7.2.6.1.10. The number of people served;
  - 7.2.6.1.11. Company accomplishments;



- 7.2.6.1.12. Reasons the company is capable of effectively completing the services outlined in the RFP; and
- 7.2.6.1.13. All strengths considered to be assets to the company.
- 7.2.6.2. The Proposer should demonstrate the length, depth, and applicability of all prior experience in providing the requested services as well as the skill and experience of staff.
- 7.2.7. **Resume** of those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this RFP.
- 7.2.8. **Proposer's References**
  - 7.2.8.1. The Proposer must submit three (3) written references from individuals or organizations who have knowledge of the Proposer's capability to deliver services applicable to this solicitation. A current Department employee will not be considered a valid reference.
  - 7.2.8.2. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.
  - 7.2.8.3. The Department may contact a reference to clarify any information.
- 7.2.9. **Subcontractor Letters of Commitment (if applicable)**

The Proposer shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Proposer and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the Department. All selected Contractor(s) that indicate an intention to subcontract must submit a subcontractor's letter of commitment to the Department no later than thirty (30) days from the contract effective date. The Department will approve or reject subcontractors for this project and require the Contractor to replace subcontractors found to be unacceptable.
- 7.2.10. **New Hampshire Certificate of Good Standing**

The Department requires, as applicable, every Contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State in accordance with RSA 5:18-a.
- 7.2.11. **Affiliations – Conflict of Interest**



The Proposer must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

#### **7.2.12. Required Attachments**

7.2.12.1. The following are required statements that must be included with the Technical Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the “Required Attachments” section of the Technical Proposal.

7.2.12.1.1. Answers to questions in Section 3.

7.2.12.1.2. Appendix C, CLAS Requirements.

7.2.12.2. The following are required statements that must be included with the Cost Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the “Required Attachments” section of the Cost Proposal.

7.2.12.2.1. Appendix B, Contract Monitoring Provisions.

7.2.12.2.2. Appendix D, Budget.

7.2.12.2.3. Appendix E, Program Staff List.

7.2.12.2.4. Budget Narrative.

### **8. MANDATORY BUSINESS SPECIFICATIONS**

#### **8.1. Contract Terms, Conditions and Liquidated Damages, Forms**

##### **8.1.1. Contract Terms and Conditions**

The State of New Hampshire sample contract is attached. The Proposer must agree to contractual requirements as set forth in the Appendix A, P-37 General Provisions and Standard Exhibits.

##### **8.1.2. Liquidated Damages**

8.1.2.1. The Department may negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

8.1.2.2. The Department and the Vendor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Vendor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department’s



operations. Therefore, the parties agree that liquidated damages may be determined as part of the contract specifications.

- 8.1.2.3. Assessment of liquidated damages may be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.
- 8.1.2.4. The Department may determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the Department as liquidated damages may be deducted by the Department from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the Department.

## **9. ADDITIONAL INFORMATION**

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

**9.2. Appendix B – Contract Monitoring Provisions**

**9.3. Appendix C – CLAS Requirements**

**9.4. Appendix D – Budget Sheet**

**9.5. Appendix E – Program Staff List**

**9.6. Appendix F – Regional Public Health Networks**

**9.7. Appendix G – Recovery Community Organizations List 2021**