



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Child Care Business Improvement Project

RFP-2023-DES-06-CCBIP

RELEASE DATE: March 15, 2023

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Economic Stability (“Department”) is seeking responses to this Request for Proposals (RFP) from qualified Vendors to help licensed child care center providers and license-exempt child care facilities (CCP) with implementing a Child Care Business Improvement Project (CCBIP). The selected vendor must:

- Facilitating a business health assessment to evaluate the strengths and weaknesses of the CCP’s current operation;
- Providing consultation services and recommendations to CCP related operations and facilities management;
- Facilitating the development, improvement and sustainability plan for the participating CCP;
- Assisting CCP with applying for grant funding for operational and facility improvements;
- Providing child care business professional development opportunities;
- Providing CCP with a mentor to facilitate the implement the development, improvement, and sustainability plan; and
- Developing a resource guide to CCP for operational and improvement services beyond the scope of the Department’s funding.

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	Upon Governor and Executive Council approval
Contract End Date	September 30, 2024
Total Award Amount for Resulting Contract	\$3,600,000 Funding will be provided to the contractor utilizing a cost reimbursement method based on monthly expense invoicing.
Renewal Options	The Department may extend contracted services for up to four (4) additional years.
Funding Source	The Department anticipates using Federal funds for the resulting contract.

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	Catalog of Federal Domestic Assistance (CFDA) #	93.575
	Award Name	American Rescue Plan Act-Discretionary
Match Requirements	N/A	
Point of Contact	Kathleen Vattes, Senior Contract Specialist Kathleen.B.Vattes@dhhs.nh.gov 603-271-0198	
<p>From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.</p>		

1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	3/15/2023
2.	Questions Submission Deadline	3/29/2023 12:00PM
3.	Department Response to Questions Published	4/3/2023
4.	Vendor Solicitation Response Due Date	4/17/2023 12:00PM

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services (DHHS)

The Department is responsible for promoting the health, safety, and well-being of the citizens of New Hampshire. To achieve that goal, the Department provides services for children, families, individuals, and seniors in areas such as mental health, developmental disabilities, substance abuse, and public health. The Department does

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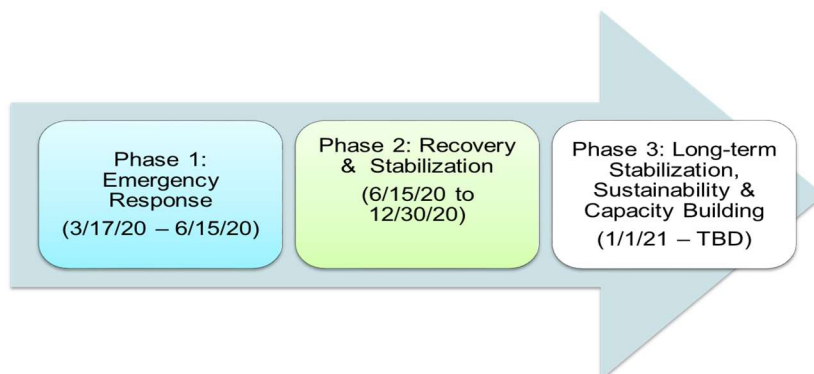
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this work through partnerships with families, community groups, providers, other state and local entities, and New Hampshire citizens.

The Division of Economic Stability (DES) provides assistance to families in a holistic, multi-generational and integrated approach for individuals, children and families who may be in need of an array of supports that may include but are not limited to: child care, food, economic assistance, and employment assistance.

- The Bureau of Child Development and Head Start Collaboration (BCDHSC) administers: a) The US Department of Health and Human Services, Administration for Children and Families (ACF), Office of Child Care, Child Care and Development Fund, which includes the NH Child Care Scholarship Program, as well as initiatives to improve the quality of child care for NH's children birth through age 12; and
- The ACF, Office of Head Start, Head Start Collaboration Office, which works to improve outcomes for NH Head Start and other young children and families via state and local, public/private partnerships among the health, early learning, and family support programs and professionals that serve them.

Throughout the COVID-19 pandemic, New Hampshire has followed a three-phased approach to supporting child care for children, families, providers, and the business community. The BCDHSC has been responsible for distributing federal COVID-related funds, providing technical assistance and resources throughout these phases. As shown in the figure below, New Hampshire is now in Phase 3: Long-term Stabilization, Sustainability and Capacity Building.



With the current American Rescue Plan Act Discretionary (ARPA-D) funds, the federal Administration for Children and Families, Office of Child Care expects the Department, to leverage these funds to:

- 1) Build a better child care system;
- 2) Help more families afford quality child care over the next three years; and
- 3) Meet the federal mandate under civil rights law to provide equal access to child care programs, services and activities, including high quality programs.

1.4.2. Objective

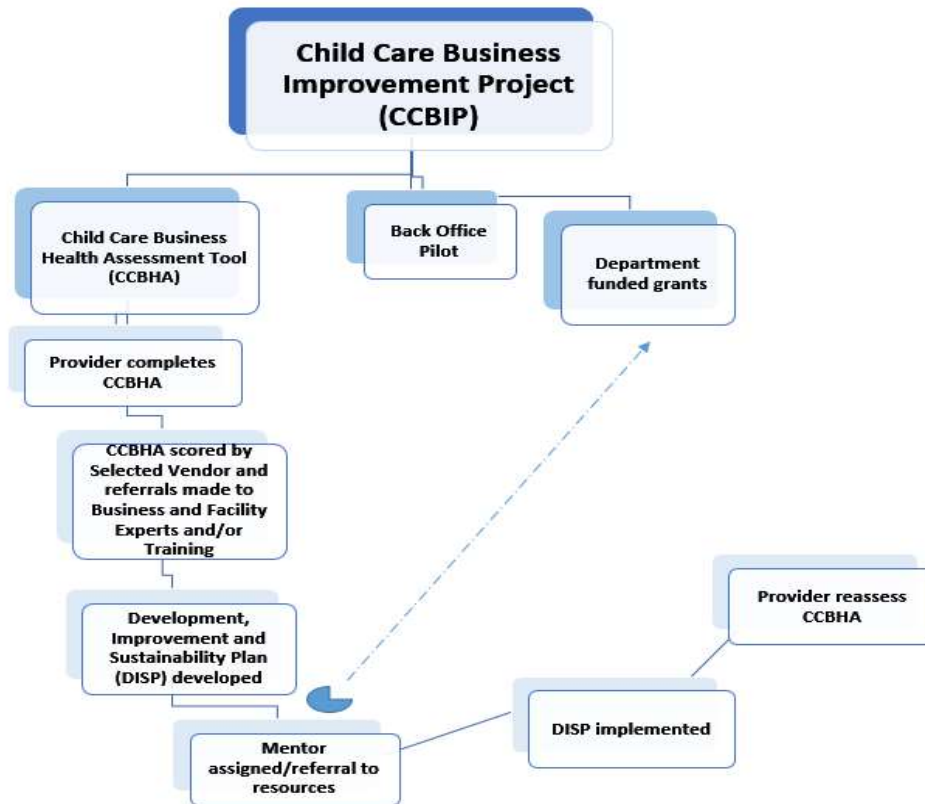
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As research shows (Bi-Partisan Policy Center 2021), “high-quality child care programs provide children with safe, developmentally appropriate environments that support their positive growth. Access to quality child care also allows parents to remain in the workforce, achieve economic stability, and contribute to the economy— making child care facilities an important component of our nation’s infrastructure.” Unfortunately, many of our New Hampshire child care programs are facing a wide variety of facility and business challenges that impact their day-to-day operations. Families in New Hampshire are served through a mixed-delivery child care system, seeking care from licensed programs, licensed-except programs, home child care providers, employer-sponsored child care, and informal care from friends and neighbors. Within the many models of care, there are private and non-profit providers with staff sizes that range from one to hundreds; there are varying business models, with different operating hours, facility expenses, program services, and compensation; there are also varying levels of business acumen. The Child Care Strengthening Plan is designed to meet providers where they are today to encourage their long-term sustainability as businesses in New Hampshire. Some are disadvantaged by facilities that fail to meet basic health and safety standards, maintain consistent temperatures, or allow occupancy during inclement weather. Other programs are hampered by space and cost limitations, are in need of repairs, renovations and expansion, have a lack of real estate options in their area, carry burdensome lease or mortgage terms, and face restrictive zoning and covenants in their community. Numerous programs speak to the need for assistance in blending business best practices in the areas of human resources, legal and tax affairs, insurance needs, marketing, outreach, budgeting and financial management into their current and evolving business model.

The objective of this project is to provide a stronger foundation and support system on which child care programs can build a solid and sustainable business model, better meet the demand in their community, and maximize income while balancing that with competitive wages and affordable cost for families.

DES is seeking innovative solutions for most effective service delivery. Below the components of the project structure.

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1.4.3. Covered Populations

Licensed and license-exempt New Hampshire-based child care providers, as defined by He-C 4002 - NH Child Care Program Licensing Rules He-C 6914 – Child Care Provider Enrollment Requirements, and Head Start/Early Head Start center-based programs; excluding family child care and part-time early childhood programs.

2. STATEMENT OF WORK

2.1. Scope of Services

Child Care Business Improvement Project

- 2.1.1. The selected Vendor must develop, deploy and administer a statewide Child Care Business Improvement Project (CCBIP) for the covered populations identified in 1.4.3.
- 2.1.2. The selected Vendor must serve as a Facilitating Organization (FO) for the CCBIP; supervising and managing all aspects of the project, including but not limited to working with the business community and community partners to deliver child care-related business services structured to support, stabilize, improve and expand the supply of affordable and high-quality CCPs.

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- 2.1.3. The selected Vendor must establish, develop and implement a work plan for the CCBIP, including, but not limited to:
 - 2.1.3.1. Timelines.
 - 2.1.3.2. Milestones.

Statewide Marketing and Outreach Program

- 2.1.4. The selected Vendor must develop and implement a comprehensive and effective statewide marketing and outreach plan, program and campaign to promote and publicize the CCBIP services.
- 2.1.5. The selected Vendor must create resources and instructional pages for integration with the New Hampshire Connections Information System website: www.nh-connections.org. Resources and instructional pages include, but are not limited to:
 - 2.1.5.1. Developing a statewide marketing and outreach plan, program and campaign collaboratively and in conjunction with the Department and the Department's marketing contractor to reach all qualifying CCP. A statewide marketing and outreach plan, program and campaign must include, but is not limited to:
 - 2.1.5.1.1. Direct mailers.
 - 2.1.5.1.2. Marketing in state, local and industry-specific trade publications (i.e., magazines and newspapers).
 - 2.1.5.1.3. On-line and email marketing.
 - 2.1.5.1.4. Marketing through child care-related businesses, entities and organizations.
 - 2.1.5.1.5. Presentations to local, state and national groups, and other stakeholders to promote the CCBIP.

Child Care Provider Business Health Assessment

- 2.1.6. The selected vendor must develop a comprehensive Child Care Provider Business Health Assessment (BHA), which is a self-assessment conducted by the CCP, to identify areas of deficiency and strength in the CCP's current business and facility operations (BFO). The BHA must include, but is not limited to:
 - 2.1.6.1. Strengths and weaknesses in business operations.
 - 2.1.6.2. Deficiencies and associated risks for ongoing business stability.

- 2.1.6.3. Tangible and intangible assets.
- 2.1.6.4. Current service model and target audience.
- 2.1.6.5. Current business and facility model.
- 2.1.6.6. Existing strategic model.
- 2.1.6.7. Current priorities, goals and objectives.
- 2.1.6.8. Condition of physical child care facility and/or proposed renovations.

Web-based Trainings and Technical Assistance

- 2.1.7. The selected Vendor must provide, Department approved, web-based trainings and technical assistance accessed through New Hampshire Connections Information System as identified above (NHCIS).

Review Team

- 2.1.8. The selected Vendor must form a BHA review team comprised of business and facility experts, with applicable license.
- 2.1.9. The selected vendor must ensure the BHA review team utilizes an objective evaluation and scoring methodology to assess, evaluate and score each BHA.
- 2.1.10. The selected Vendor must ensure BHA review team issues a report complete with detailed recommendations to CCP for each BHA completed. Detailed recommendations include, but are not limited to:
 - 2.1.10.1. Utilization of the business experts (BE) and facilities experts (FE) teams.
 - 2.1.10.2. Professional development.

BE and FE Evaluation, Consulting and Mentoring Services

- 2.1.11. The selected Vendor must provide CCP with specific and targeted professional BE and FE evaluation, consulting and mentoring services following completion of the BHA.
 - 2.1.11.1. Professional BE evaluation, consulting and mentoring services include but are not limited to:
 - 2.1.11.1.1. Referrals to professional development and staff training.
 - 2.1.11.1.2. Models for best business practices.
 - 2.1.11.1.3. Cost effective and durable supplies, materials, and equipment.
 - 2.1.11.1.4. Technological systems and improvements.

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- 2.1.11.1.5. Understanding generally accepted accounting principles and financial systems.
- 2.1.11.1.6. Development of ongoing proactive business plans.
- 2.1.11.1.7. Utilization of ongoing needs assessments and operational evaluations.
- 2.1.11.1.8. Knowledge of occupancy arrangements, including leasing and ownership of CCP facilities.
- 2.1.11.1.9. Application of human resources policies and resources.
- 2.1.11.1.10. Development and implementation of a marketing plan.
- 2.1.11.1.11. Expertise in legal and tax practices
- 2.1.11.1.12. Other operational areas of concerns as identified by the CCP.
- 2.1.11.2. Professional FE evaluation, consulting and mentoring services includes:
 - 2.1.11.2.1. Recommendations for facility improvements, code zoning, permit requirements, and construction management as they relate to:
 - 2.1.11.2.1.1. Indoor facilities, such as classroom design, restroom configurations, storage areas, and technology workstations.
 - 2.1.11.2.1.2. Outdoor facilities, such as entrance and exit locations, playground area, and pickup and drop off locations.
 - 2.1.11.2.1.3. Inspections.
 - 2.1.11.2.1.4. Special Education considerations.
 - 2.1.11.2.1.5. Remediation services, such as mold, lead paint, and asbestos.
 - 2.1.11.2.1.6. Expansion or relocation.

2.1.11.2.1.7. Facility current condition and common use assessment of the CCP facility.

2.1.11.2.1.8. Other areas of concerns as identified by the CCP.

Development, Improvement and Sustainability Plan

2.1.12. The selected Vendor must develop a Development, Improvement and Sustainability Plan (DISP) template, in collaboration with the BE and FE, with identified referral services as applicable for each participating CCP. A DISP includes, but is not limited to:

2.1.12.1. Business and operation DISP.

2.1.12.2. Process DISP.

2.1.12.3. Facility DISP.

2.1.12.4. General contracting needs, including construction project management.

2.1.12.5. BE and FE consulting services.

2.1.12.6. Prospective lenders and fundraising opportunities.

2.1.12.7. Referrals to potential resources including lending institutions, non-profit and philanthropic organizations, suppliers, services, and consultants.

Question (Q1): How will your organization develop, implement and manage the CCBIP and the BHA? Please be specific.

Mentor Services

2.1.13. The selected Vendor must provide mentor services to CCP. Mentoring services include, but are not limited to:

2.1.13.1. Working with CCP to develop a timeline and plan for implementing the DISP.

2.1.13.2. Supporting the CCP to access resources and meet identified DISP goals.

CCP Reassess the Child Care Provider Business Health Assessment

2.1.14. The selected Vendor must ensure the CCP reevaluates the BHA to identify successes and areas for future improvements.

Additional Scope of work provided by the selected Vendor

2.1.15. The selected Vendor must designate one (1) staff person to provide administrative support in administering the Department's CCP OTS

grants designed to provide funding for business improvement activities, including but not limited to:

- 2.1.15.1. Materials.
 - 2.1.15.2. Equipment.
 - 2.1.15.3. Supplies.
 - 2.1.15.4. Services.
 - 2.1.15.5. Drinking water testing and remediation.
 - 2.1.15.6. Program startup(s), expansion, merger and consolidation.
- 2.1.16. The selected Vendor must provide an online educational series focused on child care business management, operations and planning, as approved by the Department.
- 2.1.17. The selected Vendor must provide a pilot program establishing a fee-based back-office and shared services support model.

Question (Q2): What is your organization's capacity to provide statewide administrative support services ensuring qualifying CCPs apply for and make use of the grants and to develop and deploy a pilot program establishing a fee-based back-office and shared services support model?

- 2.1.18. The selected Vendor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 2.1.19. The selected Vendor must participate in on-site reviews conducted by the Department on a monthly basis, or as otherwise requested by the Department.
- 2.1.20. The selected Vendor must facilitate reviews of files conducted by the Department on a monthly basis, or as otherwise requested by the Department.
- 2.1.21. The selected Vendor must participate in contractor, security and NHCIS training as required by the Department.
- 2.1.22. The selected Vendor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

Question (Q3): What is your organization's expertise and ability to deliver the services as identified in the Statement of Work.

2.1.23. Reporting

- 2.1.23.1. The selected Vendor must submit quarterly reports which include, but are not limited to:
 - 2.1.23.1.1. All marketing campaigns, including but not limited to:

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- 2.1.23.1.1.1. Goal for each specific marketing effort.
- 2.1.23.1.1.2. Marketing method utilized.
- 2.1.23.1.1.3. Target audience.
- 2.1.23.1.1.4. Number of target recipients for each marketing effort.
- 2.1.23.1.1.5. Response to the question, “How did you hear about this project?” for each marketing effort.
- 2.1.23.1.2. Marketing campaign media activities including, but not limited to:
 - 2.1.23.1.2.1. Marketing in state, local and industry-specific trade publications (i.e., magazines and newspapers).
 - 2.1.23.1.2.2. On-line and email marketing.
 - 2.1.23.1.2.3. Marketing through child care-related business, entities and organizations.
 - 2.1.23.1.2.4. Presentations to local, state and national groups and other stakeholders to promote the CCBIP.
- 2.1.23.1.3. Incomplete and completed BHAs with CCP demographics and BHA scores.
- 2.1.23.1.4. Additional aggregate data a requested by the Department.
- 2.1.23.1.5. Master list of BE and FE consultants and mentors and list of referrals.
- 2.1.23.1.6. Master list of training participants.
- 2.1.23.1.7. Utilization numbers for training and consulting services.
- 2.1.23.1.8. DISP improvement components and benchmarks for participating providers.

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- 2.1.23.1.9. Mentoring relationships established and utilized.
- 2.1.23.1.10. Resources provided to CCP.
- 2.1.23.1.11. Results of program improvement measures through retake of BHA and CCP feedback.
- 2.1.23.1.12. Detailed activity related to Department's grants.
- 2.1.23.2. The selected Vendor must provide key data in a format and at a frequency specified by the Department for the following performance measures:
 - 2.1.23.2.1. 70% of qualifying CCPs enroll in the BHA.
 - 2.1.23.2.2. 65% of qualifying CCPs successfully complete the BHA.
 - 2.1.23.2.3. 40% of CCPs utilize BE and FE.
 - 2.1.23.2.4. 40% of CCPs participate in referred training.
 - 2.1.23.2.5. 65% of CCPs have a DISP plan.
 - 2.1.23.2.6. 40% of CCPs engage with mentors.
 - 2.1.23.2.7. 35% of CCPs have improved report scores at the BHA retake.
- 2.1.23.3. The selected Vendor may be required to provide other data and metrics to the Department in a format specified by the Department.

Question (Q4): What is your organization's strategy and plan to act as and manage a statewide FO for the CCBIP? Please include how you would work with the business community and community partners to deliver child care-related business services structured to support, stabilize, improve and expand the supply of affordable and high-quality CCPs statewide, in accordance with this RFP. Include in your response a comprehensive list of potential partners and subcontractors by region in accordance with Appendix G.

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3. SOLICITATION RESPONSE EVALUATION

3.1. The Department will evaluate responses from Vendors based upon the criteria and standards contained in this solicitation and by applying the points set forth below.

TECHNICAL RESPONSE	POSSIBLE SCORE
Strategy and Plan (Q1)	40 Points
Development, Implementation and Management (Q2)	50 Points
Capacity (Q3)	30 Points
Expertise and Ability (Q4)	30 Points
Technical Response – Total Possible Score	150 Points

COST PROPOSAL	POSSIBLE SCORE
Budget Sheet (Appendix E)	30 Points
Program Staff List (Appendix F)	15 Points
Cost Proposal – Total Possible Score	45 Points

MAXIMUM POSSIBLE SCORE	195 Points
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3.2. Cost Proposal Evaluation Criteria

3.2.1. The **Budget Sheet** (Attachment E) will be scored based on the following criteria:

Budget Sheet	
Points	Criteria
0-10	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.
11-20	Reader can generally understand the relationship of cost relative to the proposed services.

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	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.
21-30	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.

3.2.2. The **Program Staff List** (Appendix F) will be scored based on the following criteria:

Program Staff List	
Points	Criteria
0-5	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.
6-10	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.
11-15	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.

4. SOLICITATION RESPONSE PROCESS

4.1. Letter of Intent

- 4.1.1. A Letter of Intent to submit a Response to this solicitation is optional.
- 4.1.2. Receipt of the Letter of Intent by Department will be required to receive electronic notification of any solicitation amendments, in the event such are produced; any further materials on this project, including electronic files containing tables required for response to this solicitation; any addenda, corrections, or schedule modifications; notifications regarding any informational meetings for Vendors; or responses to comments or questions.
- 4.1.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 1.2., and include the name, telephone number, mailing address and email address of the Vendor's designated contact. **Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this solicitation before submitting a response.**

4.2. Questions and Answers

4.2.1. Vendors' Questions

- 4.2.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.
- 4.2.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 4.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

4.2.2. Department Responses

- 4.2.2.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 1.3, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<https://www.dhhs.nh.gov/doing->

[business-dhhs/contracts-procurement-opportunities](#)). This date may be subject to change at the Department's discretion.

4.3. Exceptions

- 4.3.1.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.
- 4.3.1.2. 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 in its response to Vendor questions.
- 4.3.1.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.

4.4. Solicitation Amendment

- 4.4.1. The Department reserves the right to amend this Solicitation by publishing any addenda, as it deems appropriate, prior to the Submission Deadline on its own initiative or in response to issues raised through Vendor questions. In the event that an addendum is published, the Department, at its sole discretion, may extend the Submission Deadline.

5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

- 5.1. Responses to this Solicitation must be submitted electronically via email to rfx@dhhs.nh.gov AND to the Contract Specialist at the email address specified in Subsection 1.2.
 - 5.1.1. The subject line must include the following information:
RFP-2023-DES-06-CCBIP (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 Vendor compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.
- 5.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses shall be at the Vendor's expense.

6. SOLICITATION RESPONSE REQUIREMENTS

- 6.1. Acceptable solicitation responses must offer all services identified in Section 2 - Statement of Work, unless an allowance for partial scope is specifically described in Section 2.
- 6.2. Vendors must submit a separate electronic document for the Technical Response and a separate electronic document for the Cost Proposal.

6.3. Technical Response Contents

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

- 6.3.1. **Appendix B - Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 6.3.2. **Appendix C – Transmittal Letter and Vendor Information**, including:
 - 6.3.2.1. **Vendor Code Number** - Prior to executing any resulting contract(s), the selected Vendor will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encourage to provide a vendor code number in the Appendix C if available. More information can be found at:
<https://das.nh.gov/purchasing/vendorresources.aspx>
- 6.3.3. **Appendix D – Vendor Technical Response to Mandatory Questions**
- 6.3.4. **Resumes** – Vendors must provide resumes for those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this Solicitation. Vendors must redact all personal information from resumes.

6.4. Cost Proposal Contents

- 6.4.1. **Appendix E, Budget Sheet** – Vendors must complete an Appendix E, Budget Sheet, including the Budget Narrative column, for each State Fiscal Year (July 1 through June 30). This is not a low cost award.
- 6.4.2. **Appendix F, Staff List** – Vendors must complete an Appendix F, Staff List for each State Fiscal Year (July 1 through June 30).

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

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

7.2. Collaborative Solicitation Responses

Solicitation responses must be submitted by one organization. Any collaborating organization must be designated as a subcontractor subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits.

7.3. Validity of Solicitation Responses

Solicitation responses must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 1.3, or until the Effective Date of any resulting contract, whichever is later.

7.4. Debarment

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this solicitation.

7.5. Property of Department

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

7.6. Solicitation Response Withdrawal

Prior to the Response Submission Deadline specified in Subsection 1.3, Procurement Timetable, a submitted Letter of Intent or solicitation responses may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 1.2.

7.7. Confidentiality

- 7.7.1. Pursuant to RSA 21-G:37, the content of responses to this solicitation must remain confidential until the Governor and Executive Council have awarded a contract. The Vendor's disclosure or distribution of the contents of its solicitation response, other than to the Department, will be grounds for disqualification at the Department's sole discretion.

7.8. Public Disclosure

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- 7.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).
- 7.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as “CONFIDENTIAL.” Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission, attachment or section as confidential shall neither be accepted nor honored by the Department. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”
- 7.8.3. Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the Department as not conforming to the requirements of the solicitation.
- 7.8.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.
- 7.8.5. Notwithstanding a Vendor’s designations, the Department is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in response to the solicitation. If a request is made to the Department to view or receive copies of any portion of the response that is marked confidential, the Department shall first assess what information it is obligated to release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be

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released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

- 7.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
 - 7.8.6.1. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
 - 7.8.6.2. The Department is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
 - 7.8.6.3. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

7.9. Electronic Posting of 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 Vendor. In the event that the resulting contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.
- 7.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this solicitation), any contract resulting from this solicitation that is submitted to G&C for approval will be made accessible to the public online.

7.10. Non-Commitment

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

7.11. Liability

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

7.12. Request for Additional Information or Materials

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

7.13. Oral Presentations and Discussions

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

7.14. Successful Vendor Notice and Contract Negotiations

If a Vendor is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Vendor, all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor. The Department will not contact Vendor that are not initially selected to enter into contract negotiations.

7.15. Scope of Award and Contract Award Notice

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

7.16. Site Visits

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

7.17. Protest of Intended Award

Any challenge of an award made or otherwise related to this solicitation shall be governed by RSA 21-G:37, and the procedures and terms of this solicitation. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this solicitation. In the event that any legal action is brought challenging this solicitation and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

7.18. Contingency

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

7.19. Ethical Requirements

From the time this solicitation is published until a contract is awarded, no Vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded a solicitation, or similar submission. Any Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting a response to this solicitation, or similar request for submission and every such Vendor shall be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

7.20. Liquidated Damages

The selected Vendor agrees that liquidated damages may be determined by the Department as part of the contract specifications, as failure to achieve required performance levels will more than likely substantially delay and disrupt the Department's operations.

7.21. Website and Social Media

- 7.21.1. The selected Vendor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.
- 7.21.2. The selected Vendor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.
- 7.21.3. State of New Hampshire's Website Copyright
 - 7.21.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

8. COMPLIANCE

- 8.1. The selected Vendor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 8.2. The selected Vendor may be required to complete a contract monitoring questionnaire, to be provided by the Department, to determine risk of noncompliance and appropriate monitoring activities, including, but not limited to:
 - 8.2.1. Site visits.
 - 8.2.2. File reviews.
 - 8.2.3. Staff training.

8.3. Records

- 8.3.1. The selected Vendor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 8.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor in the performance of the resulting

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contract(s), and all income received or collected by the selected Vendor.

- 8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3.2. During the term of the resulting contract(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor.

8.4. Credits and Copyright Ownership

- 8.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the resulting Contract(s) must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 8.4.2. All written, video and audio materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution or use.
- 8.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 8.4.3.1. Brochures.

8.4.3.2. Resource directories.

8.4.3.3. Protocols.

8.4.3.4. Guidelines.

8.4.3.5. Posters.

8.4.3.6. Reports.

8.4.4. The selected Vendor must not reproduce any materials produced under the contract without prior written approval from the Department.

8.5. Culturally and Linguistically Appropriate Services

8.5.1. Vendors are required to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.

8.5.2. Vendors are required to complete Appendix B, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their solicitation response. This is in accordance with Federal civil rights laws and intended to help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible solicitation response.

8.5.3. If awarded a contract, the selected Vendor will be:

8.5.3.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and

8.5.3.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, as made available by the Department.

8.6. Contract End-of-Life Transition Services

8.6.1. General Requirements

8.6.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor to the Department and, if applicable, the selected Vendor engaged by the Department to assume the Services previously performed by the selected Vendor for this section the new selected Vendor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor must begin working with the Department and if

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applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

- 8.6.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 8.6.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 8.6.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 8.6.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department’s Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 8.6.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: *DHHS Information Security Requirements*.

8.6.2. Completion of Transition Services

8.6.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

8.6.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

8.6.3. Disagreement over Transition Services Results

8.6.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

8.7. Audit Requirements

8.7.1. The selected Vendor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.7.1.1. Condition A - The selected Vendor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.7.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

8.7.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.7.2. If Condition A exists, the selected Vendor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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- 8.7.3. If Condition B or Condition C exists, the selected Vendor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 8.7.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Vendor is high-risk.
- 8.7.5. In addition to, and not in any way in limitation of obligations of the resulting Contract(s), it is understood and agreed by the selected Vendor that the selected Vendor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract(s) to which exception has been taken, or which have been disallowed because of such an exception.

9. APPENDICES TO THIS SOLICITATION

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 9.3. Appendix C – Transmittal Letter and Vendor Information**
- 9.4. Appendix D – Technical Response to Questions**
- 9.5. Appendix E – Budget Sheet**
- 9.6. Appendix F – Program Staff List**
- 9.7. Appendix G – Child Care Access & Regional Systems Coordination**