



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Granite Steps for Quality Capacity Building Project

RFP-2023-DES-06-GRANI

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 (The Department) is seeking responses to this Request for Proposals (Solicitation) from qualified vendors to serve as a facilitating organization to provide professional development services to enhance the quality of early childhood and out-of-school time program services associated with Granite Steps for Quality (GSQ), which is the Bureau of Child Development and Head Start Collaboration’s (BCDHSC) Quality Recognition and Improvement System (QRIS).

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	June 2023, upon Governor & Executive Council Approval.	
Contract End Date	September 30, 2024	
Total Award Amount for Resulting Contract(s)	Total Award: \$4,423,000	
Renewal Options	The Department may extend selected contracted services for up to five (5) years.	
Funding Source	The Department anticipates using Federal funds for resulting contract(s).	
	Catalog of Federal Domestic Assistance (CFDA) #	93.575
	Award Name	Child Care and Developmental Fund ARP Act Supplemental Discretionary Funds
Match Requirements	N/A	
Point of Contact	Alex Rainey, Contract Specialist Alex.D.Rainey@dhhs.nh.gov 603-271-9284	

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 selected Vendor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.

1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	March 15, 2023
2.	Letter of Intent Submission Deadline (optional)	March 22, 2023
3.	Questions Submission Deadline	March 29, 2023 12:00 PM
4.	Department Response to Questions Published	April 7, 2023
5.	Vendor Solicitation Response Due Date	April 14, 2023 12:00 PM

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division of Economic Stability (DES)

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 this work through partnerships with families, community groups, providers, other state and local entities, and NH 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, housing, food, economic assistance, and employment assistance.

The U.S. Department of Health and Human Services, Administration for Children and Families, Child Care and Development Fund (CCDF) lead agencies are required to support activities designed to improve the quality of child care services and to increase parental options for and access to high-quality child care (98.53). Section 2201 of the American Rescue Plan (ARP) Act of 2021 (Public Law 117-2) provides supplemental discretionary resources to states, territories, and tribes to implement the CCDF program. The supplemental funds in the ARP Act are an unprecedented opportunity to expand access to high-quality child care and move toward a more equitable child care system. The system should meet the developmental needs of children, provide parents with true choice and equal access

to child care services that best suits their family's needs, which will require a skilled workforce.

1.4.2. **Objective**

The goals of this solicitation are to:

1) Build the capacity of New Hampshire's early childhood and out-of-school time programs to engage in continuous quality improvement (CQI) and provide equitable access to high quality services for the children and families they serve; and

2) Assist the Department to build the capacity of the GSQ system to engage and support programs in their CQI efforts. GSQ is designed to assess, improve, and communicate the level of quality in a program. GSQ uses a systemic approach, recognizing quality practices that meet a set of defined standards and supports programs on a path to Continuous Quality Improvement. Eligible licensed child care centers, licensed family child care, and Head Start/Early Head Start center based programs (providers) can apply to participate in GSQ. Currently there are 75 providers participating in GSQ. GSQ focuses on two Standards:

- Standard 1: Staff Qualifications - This standard ensures that all providers are qualified and committed to ongoing professional development.
- Standard 2: Learning Environments:
 - Environment Rating Scale - which is designed to assess what children directly experience in their program that has a direct effect on development
 - Pyramid Model, which provides early educators a way to build skills for supporting nurturing and responsive caregiving, to create learning environments, to provide targeted social-emotional skills, and to support children with challenging behavior.

Each Standard includes four (4) steps of criteria, as defined in the GSQ Guide: <https://www.nh-connections.org/wp-content/uploads/2022/10/GSQ-Revised-Guide-10.2022.pdf>

1.4.3. **Covered Populations**

The covered populations to be served will include early childhood and out-of-school time (formerly known as after-school) programs and staff in New Hampshire, and the children and families that these programs serve.

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Vendor must collaborate with the Department and its contractors and partners, as applicable, to provide services that will support the Department's GSQ implementation and impact assessment, and related efforts. The selected Vendor must support the following development and implementation goals of the GSQ system components, including but not limited to:

- 2.1.1.1. Financial incentives and resources.
- 2.1.1.2. Process and impact evaluation, including a data and evaluation, validation study.
- 2.1.1.3. Coordination and provision of professional development activities to programs and staff.
- 2.1.1.4. Onboarding programs in the system.
- 2.1.1.5. Supporting programs to engage in continuous quality improvement.
- 2.1.1.6. Developing/implementing additional system endorsements.
- 2.1.2. The selected Vendor may complete the following Scope of Services by utilizing subcontractor(s) if necessary, unless otherwise specified.
- 2.1.3. The selected Vendor must support the following GSQ pathways:
 - 2.1.3.1. Environment Rating Scales (ERS); and
 - 2.1.3.2. Pyramid Model.
- 2.1.4. The selected Vendor must **support the ERS and Pyramid Model** by:
 - 2.1.4.1. Defining a process to assist providers that have applied for a GSQ Step, through the Department, to receive services from professional development specialists in support of the ERS pathway, including trained coaches, assessors, and anchors to support programs in the use of ERS tools.
 - 2.1.4.2. Developing a process to recruit, train and retain professional development specialists in 2.1.4.1, including paying the costs of required training during the Agreement period, to serve programs and for reliability training for ERS anchors, assessors and coaches.
 - 2.1.4.3. Establishing a process to assist programs that have been awarded a GSQ Step to create and implement a CQI action plan with goals, activities, and timelines for the ERS pathway.
 - 2.1.4.4. Developing and implementing, in coordination with the Department, GSQ readiness activities for programs prior to submitting an application. Activities may include, but are not limited to:
 - 2.1.4.4.1. Marketing.
 - 2.1.4.4.2. Readiness checklists.
 - 2.1.4.4.3. Guidance on choosing a GSQ pathway.
 - 2.1.4.5. Purchasing of ERS tools for providers that have been awarded a GSQ Step, for distribution to programs and/or classrooms as needed, ERS tools include but are not limited to:

- 2.1.4.5.1. Early Childhood Environment Rating Scale, 3rd ed. (ECERS-3);
- 2.1.4.5.2. Family Child Care Environment Rating Scale, 3rd ed. (FCCERS-3);
- 2.1.4.5.3. School-Age Care Environment Rating Scale, Updated Edition (SACERS-U); and
- 2.1.4.5.4. Infant/Toddler Environment Rating Scale, 3rd ed. (ITERS-3).
- 2.1.4.6. Purchasing and distributing kits for infant/toddler and pre-school classrooms.
- 2.1.4.7. Collaborating and subcontracting with the Pyramid Model Consortium, a framework for implementing a culturally responsive and equitable multi-leveled system of supports designed to enhance social and emotional competence of young children, promote the development of supportive program policies and practices, and provide early care and education providers with practice based coaching to ensure that evidence based practices are integrated and used with fidelity, to:
 - 2.1.4.7.1. Coordinate access to the middle tier of coaches, trainers and consultants, to meet the demand for these services in programs pursuing the GSQ Pyramid Model pathway.
 - 2.1.4.7.2. Develop, implement, coordinate and fund a process for GSQ readiness activities, including coaches, for programs moving from Step 1 to Step 2 in the Pyramid Model pathway.
 - 2.1.4.7.3. Develop the criteria for the GSQ Family Child Care Pyramid Model pathway;
 - 2.1.4.7.4. Align processes of the two GSQ pathways: Pyramid Model and ERS.

Q1 How will you develop, implement, and align processes for the ERS and Pyramid Model?

- 2.1.5. The selected Vendor must **increase professional development opportunities** for the Covered Populations (as described in 1.4.3) by:
 - 2.1.5.1. Collaborating and coordinating with the Department and its Contractors engaged in GSQ-related professional development activities to expand online access to professional development modules and courses for early childhood and out-of-school time program professionals, students, interns and affiliates, as applicable, via the Department's contract, by adding course/module content

and/or paying the cost of online access for a specified number of participants.

- 2.1.5.2. Providing, or collaborating to provide, other relevant professional development activities associated with the Department's quality improvement efforts for GSQ and non-GSQ programs to address current and emerging needs not duplicative of professional development activities provided by other Department selected Vendors and partners, as directed by the Department.
- 2.1.5.3. Providing funding for up to fifteen (15) GSQ-related development specialists, including but not limited to: coaches, consultants, and others as approved by the Department, to attend In-State and Out-of-State conferences, including the annual Pyramid Model Training Institute and the Build Initiative, to ensure that participants gain the most current professional knowledge to apply to their work with GSQ providers. Participants will be expected to provide the Vendor with a summary statement of how the information gained will be applied in their work on behalf of the Department.

Q2 How will you provide relevant and accessible professional development activities to help providers achieve and sustain increasing GSQ Steps? Include three (3) examples and include how the activities will be measured.

- 2.1.6. The selected Vendor must support **continued development and implementation**, including but not limited to:
 - 2.1.6.1. A Social-Emotional Learning (SEL) pathway for out-of-school time (OST) programs for GSQ through collaboration with the Department, New Hampshire Education Department and ACROSS NH.
 - 2.1.6.2. Criteria, recommendations for incentives, and opportunities for programs to obtain GSQ Endorsements (optional for programs), in a minimum of four of the following agreed-upon areas: Developmental screening; Nutrition and Physical Activity Self-Assessment for Child Care (Go NAPSACC) <https://chwr.web.unc.edu/go-nap-sacc/>; formative assessment; curriculum; business practices; environmental health; and additional requirements for the existing GSQ Family Engagement endorsement.
 - 2.1.6.3. A process for administering and funding the Department's GSQ Commitment to Quality Annual Award for participating programs.

Q3 What is your process for administering incentives for programs to obtain GSQ Endorsements?

- 2.1.6.4. Funding a 4-year institution of higher education in the University System of NH to assist the Department to develop GSQ infrastructure

for evaluation (including evaluation plan, timelines, methods and tools), and design a GSQ validation study.

- 2.1.6.5. Tuition assistance pilot: Collaborating with the Department's tuition assistance Contractor to provide approximately five hundred (500) tuition assistance grants to early childhood and out-of-school time program teachers, enabling participants to take more than one approved course per term, paying 100% of tuition costs for each course, and expanding the number of approved courses. In addition to the current tuition assistance program offered through the Department's vendor, collaborating with other institutes of higher education to determine the feasibility of, and generating as possible, participation agreements for the tuition assistance program.
- 2.1.6.6. Credential incentive program pilot: Developing and piloting a credential incentive program to include financial support for credential fees and documenting processes and costs.
- 2.1.6.7. National accreditation pilot: Developing and piloting a project to support programs to attain or maintain accreditation; documenting costs, supporting needs and identifying possible sources of ongoing funding.
- 2.1.6.8. Access to mental health consultation and support pilot: Collaborating and coordinating with Community Mental Health Centers, the NH Association for Infant Mental Health, the Pyramid Model Consortium, DHHS Children's Behavioral Health, and/or other qualified early childhood and school-age children's mental health professionals to develop and implement a pilot project on providing consultation and resources to programs regarding child-specific behavioral health needs requiring intensive support, thereby improving program quality through mental health supports for children and their families.

Q4 How will you develop the processes for the Tuition Assistance Pilot, Credential incentive program pilot, National accreditation pilot, and the Access to mental health consultation and support pilot? Include how you will monitor the incentive programs, ensure outcomes are met, and document cost.

- 2.1.6.9. Subcontracting with the NH Association for Infant Mental Health to update/revise the NH Early Childhood and Family Mental Health (ECFMH) Credential and to expand the number of professionals receiving their intermediate or advanced ECFMH credential.
- 2.1.6.10. Subcontracting with New Futures to continue to manage their current fiscal mapping project, including providing funding for relevant data and information efforts, and other efforts to inform policy, practice, and resource allocation regarding program quality for early

childhood/out-of-school time programs, to include raw data collection, a use platform, and public awareness efforts.

- 2.1.6.11. Collaborating with the Department, the New Hampshire Education Department, and the Mixed Delivery Community Based Preschool Model Task Force to implement a pilot project on the recommended model. A highly qualified organization or consultant must be engaged in the design and implementation of a project evaluation plan. This work may be undertaken by the Selected Vendor with demonstrated capacity and expertise, or subcontracted, as approved by the Department.
- 2.1.7. The Selected Vendor and subcontractors, as appropriate, shall utilize the New Hampshire Connections Information System (NHCIS) to record data and information related to training, technical assistance, and any other activities provided under this contract, as determined by the Department.
- 2.1.8. The Selected Vendor and subcontractors, as appropriate, shall provide information, as approved by the Department, to be posted on the NH Connections website to inform stakeholders regarding activities under this contract.

Q5 What is your organizational experience and success in serving as a facilitating organization to build capacity for implementing statewide programs or initiatives via partnerships with state agencies, their selected Vendors and partners? Include your experience and success in:

- a. Implementing and/or contracting to implement project activities;**
- b. Conducting pilot projects;**
- c. Purchasing and distributing materials to programs;**
- d. Facilitating continuous quality improvement (CQI) planning and implementation in community programs (particularly early childhood and out-of-school time programs);**
- e. Developing procedures and providing funding for professional development activities for early childhood and out-of-school time professionals;**
- f. Delivering, or contracting to deliver, professional development activities and support to child care and/or other early childhood and programs relative to Pyramid Model framework evidence-based practices and Environment Rating Scales, relative to early childhood and out-of-school time programs;**
- g. State system infrastructure and capacity building through collaboration and coordination at the State, regional and program level;**
- h. Developing, implementing and monitoring a work plan with activities, timelines and benchmarks, and adhering to State / Federal guidelines or requirements as they apply to this Proposal;**

i. Utilization of data and evaluation to improve or enhance professional development and/or state systems building services; and

j. Fiscal management of large, Federally-funded grant awards.

Q6 *What is your organization's skills conducting needs assessments, and developing, implementing and managing plans to deliver professional development services on evidence based practices for early childhood and out-of-school time program professionals?*

Q7 *What is your organization's knowledge to perform the entire scope of work outlined in this RFP, including any Bureau of Child Development and Head Start Collaboration and/or Department of Education credentials, specialized classes, trainings and/or seminars attended and completed? Include your knowledge of Quality Rating and Improvement Systems and New Hampshire's early childhood and out-of-school time program diversity and needs relative to Continuous Quality Improvement (CQI).*

Q8 *Provide a proposed Work Plan for each year of the Contract period, including but not limited to activities, timelines, benchmarks, projected amount of funding needed, broken up by quarter, monitoring and evaluation.*

2.2. Reporting

2.2.1. The Selected Vendor shall participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department or Selected Vendor.

2.2.2. The Selected Vendor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

2.2.2.1. Sharing data and information summaries and any relevant results from evaluation activities.

2.2.3. The Selected Vendor shall submit quarterly reports to the Department no later than the 15th of the month following the end of each quarter to ensure the timely implementation of project activities and document progress toward the achievement of targeted results and outcomes, which will include, but are not limited to:

Supporting GSQ Pathways: ERS & Pyramid Model

2.2.3.1. Status of purchasing and distributing all materials and tools. Including but not limited to: number, recipients, and costs.

2.2.3.2. Status of subcontract with the trained ERS coaches, assessors, and anchors to support programs in the use of ERS tools, including a list of professionals providing support, costs, hours of support provided, and process and outcome evaluation.

2.2.3.3. Progress in developing a process and providing funding for professional development specialists to serve programs in the GSQ

ERS pathway and for reliability training for anchors, assessors and coaches.

- 2.2.3.4. Progress in establishing a process and providing funding to assist programs that have been awarded a GSQ Step to create and implement a CQI action plan with goals, activities, and timelines for the ERS pathway.
- 2.2.3.5. Status of collaboration and subcontracting with the Pyramid Model Consortium to meet the demand for timely access to program coaches and consultants for programs pursuing the GSQ Pyramid Model pathway. Progress on the development of the GSQ Family Child Care Pyramid Model pathway.

Increasing Professional Development Opportunities

- 2.2.3.6. Status of collaboration and coordination with other Department Selected Vendors engaged in GSQ-related professional development activities to expand and fund online access to professional development modules and courses for early childhood and out-of-school time program professionals, students, interns and affiliates, as applicable via the Department’s contractor, by adding course/module content and/or paying the cost of online access for a specified number of participants.
- 2.2.3.7. Status of providing, or collaborating to provide, other relevant professional development activities associated with the Department’s quality improvement efforts for GSQ and non-GSQ programs, to address current and emerging needs not duplicative of professional development activities provided by other Department selected Vendors and partners, as directed by the Department.

GSQ System continued development and implementation

- 2.2.3.8. Status of providing funding and support for the continued development and implementation of the GSQ system components, including Social Emotional Learning (SEL) pathway for OST programs, GSQ endorsements, and financial incentives.
- 2.2.3.9. Status of pilot projects in the following areas:
 - 2.2.3.9.1. Tuition assistance grants;
 - 2.2.3.9.2. Credential incentive program;
 - 2.2.3.9.3. Support for national accreditation;
 - 2.2.3.9.4. Early childhood and out-of-school time program mental health consultation and support; and
 - 2.2.3.9.5. Mixed Delivery Community Based Pre-K Model pilot.

- 2.2.3.10. Status of the development of GSQ infrastructure for evaluation, evaluation plan and tools, as applicable, and design of a validation study.
- 2.2.3.11. Status of the NH Association for Infant Mental Health, Early Childhood and Family Mental Health Credential project.
- 2.2.3.12. Status of the New Futures fiscal mapping/data project.
- 2.2.3.13. The Selected Vendor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 2.2.4. The Selected Vendor shall allow periodic reviews of the systems of governance, administration, and financial management in order to assure systems are adequate to provide the contracted services. Reviews shall include records in an effort to measure compliance.
- 2.2.5. The Selected Vendor shall compile a performance review report at the end of each fiscal year. The report shall be due by the 15th of the month following the end of each state fiscal year for SFY 2023 and 2024 and a final report to be submitted within 30 days of the end of the contract.
- 2.2.6. The Selected Vendor shall make corrective actions as advised by the Department if services are not found to be in compliance.
- 2.2.7. The Selected Vendor shall maintain detailed supporting documentation for these reports, which shall be available to the Department for review upon request and shall be retained for a minimum of five (5) years of the contract completion date.

2.3. Performance Measures

- 2.3.1. The Department will monitor Selected Vendor performance by reviewing quarterly reports and discussing the status of project activities relative to the Selected Vendor's work plan during quarterly meetings and any additional meetings at the request of the Department of Selected Vendor:

Supporting GSQ Pathways: ERS and Pyramid Model

- 2.3.1.1. Percentage of providers participating in training, technical assistance, coaching, consultation or other professional development activities who demonstrate or self-report an increase in skills, knowledge, and/or capacity to implement high quality teaching practices due to their participation in GSQ.
- 2.3.1.2. Increase in capacity to provide timely access to Pyramid Model coaches and consultants via collaboration with the Pyramid Model Consortium and other selected Vendors and partners, as applicable. Criteria for the GSQ Family Child Care Pyramid Model pathway were developed.

Increasing Professional Development Opportunities

- 2.3.1.3. Increase in number of programs and professionals accessing professional development activities relating to GSQ;
- 2.3.1.4. Percentage of programs participating in selected professional development activities (i.e., coaching, consultation, TA, coursework, etc.) reporting that the activities increased staff satisfaction with their positions and/or reduced the number of staff leaving their positions due to job-related stress or demands;
- 2.3.1.5. Increase in number of online training opportunities available to providers and others via the Department's contractor new modules/courses and funding to support access to courses and modules.

GSQ System continued development and implementation

- 2.3.1.6. Funding and support for the continued development of the GSQ system:
 - 2.3.1.6.1. Criteria were developed for a Social-Emotional Learning (SEL) pathway for OST (out of school time) programs for GSQ through collaboration with the Department, New Hampshire Education Department and ACROSS NH;
 - 2.3.1.6.2. A minimum of four (4) GSQ Endorsements were developed, and the following information was documented: number of programs receiving support to attain one or more GSQ Endorsements; process for and cost of incentivizing GSQ Endorsements; and recommendations for the Department regarding future investments in GSQ Endorsements;
 - 2.3.1.6.3. GSQ Commitment to Quality Annual Incentives activities were documented, including recommendations regarding the process, the costs and potential sources of funding;
 - 2.3.1.6.4. GSQ "readiness" activities: Process was documented for coordination and funding.
- 2.3.1.7. The tuition assistance pilot project showed:
 - 2.3.1.7.1. An increase in number of professionals who accessed tuition assistance over the Department's current tuition assistance project;
 - 2.3.1.7.2. The percentage of participants reporting that the assistance reduced the amount of time necessary to attain their credentials and meet the State's professional development requirements;

- 2.3.1.7.3. The percentage of programs employing professionals receiving tuition assistance that self-reported the assistance reduced the number who left their positions due to job-related stress and demands;
- 2.3.1.7.4. A process was developed for creating a tuition assistance Memorandum of Understanding (MOU) with NH institutions of higher education (IHE) in the University System of NH not yet participating in the Department's tuition assistance program (University of NH, Plymouth State University, Keene State College); and the number of new IHEs entering into a MOU.
- 2.3.1.8. The credential incentive pilot project showed:
 - 2.3.1.8.1. An increase in number of professionals who obtained their credential over the Department's number at the start of the pilot.
 - 2.3.1.8.2. The process for and cost of the credential incentive pilot, and recommendations for the Department regarding future investment in this project.
- 2.3.1.9. The national accreditation pilot project showed:
 - 2.3.1.9.1. An increase in number of programs attaining or maintaining national accreditation after receiving support through this contract;
 - 2.3.1.9.2. The process for and cost of the national accreditation pilot, and recommendations for the Department regarding future investment in this project.
- 2.3.1.10. The early childhood and out-of-school time mental health consultation and support pilot showed:
 - 2.3.1.10.1. The number of early childhood and out-of-school time programs receiving mental health consultation and support regarding children's behavioral health needs;
 - 2.3.1.10.2. The number of early childhood and out-of-school time programs receiving mental health consultation and support in which children's behavioral health needs were addressed and they were retained in the program (not suspended or expelled);
 - 2.3.1.10.3. The process, costs and results for the mental health consultation and support pilot were documented, and

recommendations were made to the Department regarding future investment in this project.

- 2.3.1.11. The ECFMH Credential project increased the number of participants receiving their credential, as well as refined the credential process and updated credential requirements as applicable.
- 2.3.1.12. The New Futures fiscal mapping/data project was completed and informed State early childhood system building efforts and investment of resources.
- 2.3.1.13. The Mixed Delivery Community Based Pre-K Model pilot results provided essential information for replication and scale up of the model throughout the state, including, but not limited to: funding sources and methods, model components, enrollment, outcomes, challenges, and sustainability.

3. Mandatory Questions

- 3.1. In response to this solicitation, Vendor must respond to the Mandatory Questions in Appendix D, Technical Responses to Questions.

4. Compensation

4.1. Compensation & Contract Value

- 4.1.1. The Department anticipates utilizing Federal Funds for the resulting contract. The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. The selected Vendor will be subject to the requirements in the Catalog of Federal Domestic Assistance (CFDA) #93.757, U.S. Department of Health and Human Services, Child Care and Development Block Grant.
- 4.1.2. Funding is anticipated to be available for the resulting contract in the amount of approximately \$4,423,000.

4.2. Budget, Staff List and Budget Narrative

- 4.2.1. Proposers must complete Appendix E, Budget Sheet and Appendix F, Program Staff List for each State Fiscal Year (July 1 through June 30). This is not a low cost award. Appendix E, Budget Sheet must include the following allocations:

Activity	Contract Scope Section	Funding Allocation*
Developing a process and providing funding to recruit, train and maintain professional development specialists to serve programs	2.1.4.1	\$500,000.00
Reliability training for ERS anchors, assessors and coaches	2.1.4.2	\$192,000.00
Establishing a process and providing funding to assist programs with goals, activities and timelines for ERS pathway	2.1.4.3	\$50,000.00

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Developing, implementing and funding readiness activities for programs prior to submitting applications	2.1.4.4	\$50,000.00
Purchasing of Environment Rating Scales (ERS) tools for distribution to programs	2.1.4.5	\$10,000.00
Purchasing and distribution of materials and quality infant/toddler and pre-school classroom kits for use	2.1.4.6	\$320,000.00
Coordinating and aligning processes by collaborating and subcontracting with Pyramid Model Consortium.	2.1.4.7	\$450,000.00
Collaborating and coordinating with other Department contractors to add course/module content and/or paying cost of online access	2.1.5.1	\$70,000.00
Providing other relevant professional development activities associated with quality improvement efforts for GSQ and non-GSQ programs	2.1.5.2	\$50,000.00
Providing funding for up to 15 GSQ-related development specialists and others to attend In-State and Out-of-State conferences, including the annual Pyramid Model Training Institute and the Build Initiative	2.1.5.3	\$25,000.00
Funding and supporting an SEL pathway for OST programs for GSQ through collaboration with stakeholders	2.1.6.1	\$50,000.00
Funding and supporting criteria, recommendations for incentives, and opportunities for programs to obtain GSQ endorsements in agreed-upon areas	2.1.6.2	\$100,000.00
Funding a 4-year institution of higher education in University System of NH to develop GSQ infrastructure for evaluation	2.1.6.4	\$200,000.00
Tuition Assistance Pilot: Collaborating with the Department's current vendor to provide approximately 500 tuition assistance grants	2.1.6.5	\$500,000.00
Tuition Assistance Pilot: Developing participation agreements for the tuition assistance program	2.1.6.5	\$100,000.00
Credential Incentive Pilot: Developing and piloting a credential incentive program for credential fees and documentation costs	2.1.6.6	\$50,000.00
National Accreditation Pilot: Developing and piloting to support programs to attain or maintain accreditation	2.1.6.6	\$20,000.00
Access to mental health consultation and support pilot: Collaborate and coordinate	2.1.6.8	\$250,000.00

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with mental health partners to provide consultation resources to families		
Updating credentials and expanding the number of professionals receiving credentialing including subcontracting with NH Association of Infant Mental Health.	2.1.6.9	\$21,000.00
Continuing management of fiscal mapping including subcontracting with New Futures.	2.1.6.10	\$75,000.00
Collaborating with the Department, New Hampshire Education Department, and Mixed Delivery Community Based Preschool Model Task Force, subcontract with a highly qualified organization to implement project evaluation plan	2.1.6.11	\$500,000.00
Not to Exceed Administrative Costs**		\$840,000.00
*All funding includes activities associated with Reporting and Performance Measures.		
** Administrative Costs may be allocated within Line Items 1 – 8 in Appendix E, Budget Sheet.		

- 4.2.2. Payment will be made to the selected Vendor on a cost reimbursement basis for actual expenditures incurred in the fulfillment of the resulting Agreement, in accordance with Department-approved budgets, which must include the allocations in Section 4.2.1.
- 4.2.3. Proposers must provide a Budget Narrative that explains the specific line item costs included in the Appendix E, Budget Sheet and their direct relationship to meeting the objectives of this RFP. The Budget Narrative must explain how each position included in Appendix F, Program Staff List pertains to the proposal and what activities they will perform.
- 4.2.4. The Budget Sheet will be scored based on the following criteria:

Budget Sheet	
Score	Criteria
0-3	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 including Administrative Cost are not reasonable.
	The costs do not represent significant value relative to anticipated outcomes.
4-6	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 including Administrative Cost are predominantly reasonable.
	Costs relative to outcomes are adequate and meet the objectives of RFP
7-10	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 including Administrative Cost are reasonable.
	The costs represent significant value relative to anticipated outcomes.

4.2.5. The Program Staff List will be scored based on the following criteria:

Program Staff List	
Score	Criteria
0-1	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.
2-3	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
4-5	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. SOLICITATION RESPONSE EVALUATION

5.1. 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
ERS and Pyramid Model (Q1)	10 Points
Professional development activities (Q2)	10 Points
Incentives (Q3)	10 Points
Pilot Programs (Q4)	10 Points
Experience (Q5)	25 Points
Needs Assessment (Q6)	5 Points
Knowledge (Q7)	5 Points
Work Plan (Q8)	25 Points
Technical Response – Total Possible Score	100 Points

COST PROPOSAL	POSSIBLE SCORE
Budget Sheet (Appendix E)	10 Points
Program Staff List (Appendix F)	5 Points
Cost Proposal – Total Possible Score	15 Points

MAXIMUM POSSIBLE SCORE	115 Points
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6. SOLICITATION RESPONSE PROCESS

6.1. Letter of Intent

- 6.1.1. A Letter of Intent to provide the services outlined in this Request for Applications is optional.

6.2. Questions and Answers

6.2.1. Vendors' Questions

- 6.2.1.1. 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.

6.2.1.2. 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.

6.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.

6.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

6.2.2. Department Answers

6.2.2.1. 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 (<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.

6.3. Exceptions

6.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.

6.3.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.

6.3.3. If the Department accepts a Vendor's exception, the Department will, at the conclusion of the Question Period, provide notice to all potential Selected Vendors of the exceptions that have been accepted and indicate that exception is available to all potential Selected Vendors by publication of the Department's answers on or about the date indicated in Subsection 1.3.

6.3.4. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period will 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.

6.4. Solicitation Amendment

- 6.4.1. 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. Vendors who submitted a Letter of Intent will receive notification of the addendum, and addendum with the amended language will be posted on the Department's website.

7. SOLICITATION RESPONSE SUBMISSION

7.1. Submission Instructions

- 7.1.1. 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.**
 - 7.1.1.1. The subject line must include the following information:
RFP-2023-DES-06-GRANI (email xx of xx).
 - 7.1.1.2. The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.
- 7.1.2. 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.
- 7.1.3. 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.
- 7.1.4. 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.

8. SOLICITATION RESPONSE REQUIREMENTS

- 8.1. 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 3.

8.2. Technical Response Contents

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

- 8.2.1. **Appendix A – P-37 and Standard Exhibits**
- 8.2.2. **Appendix B - CLAS Requirements**
- 8.2.3. **Appendix C – Transmittal Letter and Vendor Information**
- 8.2.4. **Appendix D – Vendor Technical Response to Mandatory Questions**
- 8.2.5. **Appendix E – Budget Sheet**
- 8.2.6. **Appendix F – Program Staff List**
- 8.2.7. **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.

9. ADDITIONAL TERMS AND REQUIREMENTS

9.1. Compliance

- 9.1.1. 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.
- 9.1.2. The selected Vendor must meet all information security and privacy requirements as set by the Department.
- 9.1.3. The selected Vendor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 9.1.3.1. 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 Contract(s), and all income received or collected by the selected Vendor.
 - 9.1.3.2. 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.
 - 9.1.3.3. 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. Upon the purchase by the Department of the maximum number of units provided for in the resulting Contract(s) and upon payment of the price limitation hereunder, the selected Vendor and all the obligations of the parties hereunder (except such obligations as, by the terms of the resulting Contract(s) are to be performed after the end of the term of the Contract(s) and/or survive the termination of the Contract(s)) shall terminate, provided however, that 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.

9.1.4. Credits and Copyright Ownership

- 9.1.4.1. 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) 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*."
- 9.1.4.2. 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.
- 9.1.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 9.1.4.3.1. Brochures.
 - 9.1.4.3.2. Resource directories.
 - 9.1.4.3.3. Protocols.
 - 9.1.4.3.4. Guidelines.
 - 9.1.4.3.5. Posters.
 - 9.1.4.3.6. Reports.

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

9.1.5. **Culturally and Linguistically Appropriate Services**

9.1.5.1. The Department is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, Department is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment, Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.

9.1.5.2. The Department requires all Selected Vendors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.

9.1.5.3. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.

9.1.5.4. Selected Vendors are expected 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.

9.1.5.5. Successful Selected Vendors will be:

- 9.1.5.5.1. 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
- 9.1.5.5.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the Department's website.
- 9.1.5.6. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
 - 9.1.5.6.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
 - 9.1.5.6.2. The frequency with which LEP individuals come in contact with the program, activity or service;
 - 9.1.5.6.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
 - 9.1.5.6.4. The resources available to the organization to provide language assistance.
- 9.1.5.7. **Selected Vendors are required to complete the TWO (2) steps listed in the Appendix B to this Solicitation, as part of their Solicitation Response.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible Solicitation Response.

9.1.6. **Audit Requirements**

- 9.1.6.1. The selected Vendor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:
- 9.1.6.1.1. Condition A - The selected Vendor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 9.1.6.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 9.1.6.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 9.1.6.2. 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.
- 9.1.6.3. 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.
- 9.1.6.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Selected Vendor is high-risk.
- 9.1.6.5. In addition to, and not in any way in limitation of obligations of the resulting Contract(s), it is understood and agreed by the selected Vendor 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.

9.2. 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.

9.3. 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.

9.4. 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.

9.5. 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.

9.6. 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.

9.7. 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.

9.8. Public Disclosure

- 9.8.1. 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. 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 Solicitation, the Department will post the name, rank or score of each Vendor. 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.

- 9.8.2. The content of each Solicitation Response and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a response to this Solicitation 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 Solicitation will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 9.8.3. Insofar as a Vendor seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Vendor 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 Solicitation Response section the specific information the Vendor claims to be exempt from public disclosure pursuant to RSA 91-A:5. The Vendor is strongly encouraged to provide a redacted copy of their Solicitation Response.
- 9.8.4. Each Vendor 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 Vendor as confidential, the Department shall notify the Vendor 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 Vendor's responsibility and at the Vendor's sole expense. If the Vendor 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 Vendor without incurring any liability to the Proposer.

9.9. 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.

9.10. 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.

9.11. 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.

9.12. 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.

9.13. 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.

9.14. Scope of Award and Contract Award Notice

- 9.14.1. 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.
- 9.14.2. 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.

9.15. 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.

9.16. 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.

9.17. Contingency

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

9.18. 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.

9.19. 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.

9.20. Liquidated Damages

- 9.20.1. The Department may negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.
- 9.20.2. 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 Selected Vendor 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.

10. APPENDICES TO THIS SOLICITATION

- 10.1. **Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 10.2. **Appendix B – CLAS Requirements**
- 10.3. **Appendix C – Transmittal Letter and Vendor Information**
- 10.4. **Appendix D – Technical Response to Questions**
- 10.5. **Appendix E – Budget Sheet**
- 10.6. **Appendix F – Program Staff List**