



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Child Care Workforce Recruiting, Retention and
Effective Strategies Project

RFP-2023-DES-07-CHILD

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 provide activities to support child care center providers and Head Start programs, serving children in early childhood and out-of-school time programs, in the recruitment and retention of staff including:

- A pilot program and subsequent study to assess effective strategies for staff recruitment and retention;
- Expansion of the existing marketing program to recruit and retain child care staff;
- Access through outreach and coordination of self-help wellness mental health supports for staff; and
- Expansion of access to professional development opportunities in higher education and certification programs.

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

1.2. Key Information

The information below 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	\$2,450,000 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.	
	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	

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	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 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,

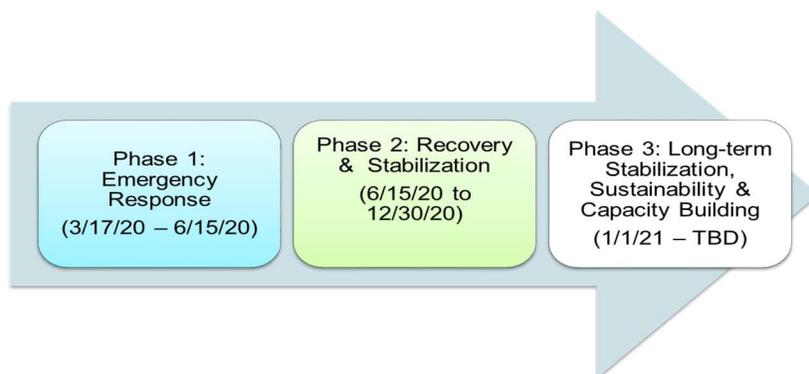
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Administration for Children and Families (ACF), Office of Child Care, Child Care and Development Fund, which includes the NH Child Care Scholarship Program, as well as initiatives to improve the quality of child care for NH's children birth through 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

Nationally and most certainly in New Hampshire, child care is an essential support for parents' full participation in the economy, education, and training, and for children's growth and development into healthy and well-adjusted adults. Access to child care is dependent on two main factors – affordability and supply. Supply is contingent on not only the location of child care along with available hours, cost etc., but the ability to staff those locations to meet the licensing requirements, and for higher quality, to exceed them. Child care centers and Head Start programs are reporting great difficulties with recruiting and retaining staff, not least because child

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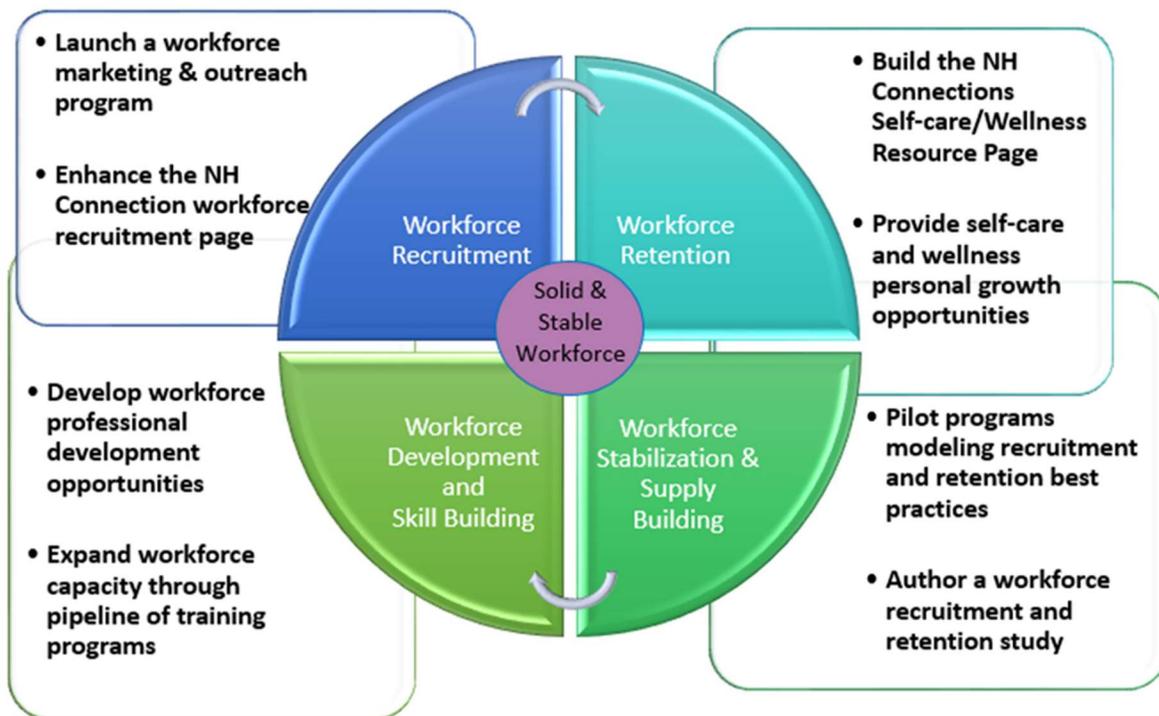
care workers are reportedly choosing to move to higher-paying and more flexible jobs in other sectors, such as retail, in the wake of COVID-19 pandemic disruptions.

New Hampshire's child care providers have taken a multi-pronged approach to the staff shortage. In many cases they have increased wages, added benefits, moved to offer more flexible work hours and days, expanded their recruiting efforts, and offered extensive professional development, all to increase the recruitment and retention of the child care and Head Start staff in programs serving children ages birth to 12 (infant and toddler programs through 5th grade). Despite these efforts, statewide the staffing shortage remains higher than desirable and impacts the supply chain by leaving programs with closed classrooms, increased stress on the remaining staff, reduced service hours, and long waiting lists for care, particularly for infants and toddlers. In addition, the increasing need for customized arrangements (to support varied work schedules and remote office work) and the increasing demand for non-traditional hour care (in response to second, third and weekend shift work to meet the current supply chain demands across the nation) have stretched the existing child care industry to its limits. Additional initiatives are focusing on increasing the actual supply of center-based and family child care, but those solutions will not be effective without a continuously reliable source of qualified workers to provide care.

Despite the challenges faced by providers there have been solid successes. Providers have found creative ways to retain existing staff, recruit non-traditional staff, create parent/program partnerships, provide entry level and advanced training opportunities – all in an effort to stabilize the workforce and create a long-term pipeline of qualified workers.

Child care is considered a “low barrier entry” employment opportunity and offers a multitude of avenues for professional growth and career development. It is often overlooked as a viable option for high school and college graduates, career changers and retirees. This is a course correction that needs to occur to make the child care industry an attractive, competitive and rewarding career option for prospective employees.

This project will focus on the recruiting and retention of the child care workforce in New Hampshire by providing a study and pilot program for effective strategies that attract, retain and increase the quality of the early childhood and out-of-school time workforce; provide a variety of self-help/wellness/mental health supports for staff; provide multiple professional development opportunities through scholarships, training programs, internships and apprenticeships; and fund an effective multi-tiered marketing program.



1.4.3. Covered Populations

Prospective and currently employed child care and Head Start employees in center-based licensed programs and license-exempt facilities serving children in early childhood and out-of-school time programs across the state of New Hampshire, as well as prospective employees in border states interested in relocating.

2. STATEMENT OF WORK

2.1. Scope of Services

Child Care Workforce Recruiting and Retention

2.1.1. The selected Vendor must provide and implement an effective child care workforce recruiting and retention plan. The plan and implementation must include but is not limited to:

2.1.1.1. A Workforce Recruitment and Retention “Best Practices” Pilot, as defined by the Department, (hereinafter referred to as Pilot). The Pilot will fund a minimum of ten (10) staff recruitment and retention strategies and methodologies in child care and Head Start programs.

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- 2.1.1.2. A statewide Workforce Recruitment and Retention “Best Practices” Survey, as defined by the Department, (hereinafter Survey), to include documenting effective and ineffective child care workforce recruiting and retention practices in New Hampshire.
- 2.1.1.3. A minimum of seven (7) statewide focus groups (referred to as Listening Sessions) on workforce recruiting and retention.
- 2.1.1.4. A statewide Workforce Recruitment and Retention “Best Practices” Study, as defined by the Department, (hereinafter referred to as Study), based on data and outcomes from the Pilot, the Survey and Listening Sessions, data from the Department’s “State of New Hampshire Child Care Workforce Annual Study” and other relevant information resources.

Question (Q1): Describe specifically and in detail your organization’s expertise, experience and depth of knowledge in providing the scope of work identified in 2.1. Scope of Services.

Self-Care Wellness Resources for Child Care Providers

- 2.1.2. The selected Vendor must assemble a research-based comprehensive list of proven and free or affordable self-care and wellness and mental health supports for child care providers including, but not limited to:
 - 2.1.2.1. Mental health services.
 - 2.1.2.2. Online mental health supports.
 - 2.1.2.3. Fitness programs.
 - 2.1.2.4. Stress reduction.
 - 2.1.2.5. Goal setting activities.
 - 2.1.2.6. Work/life balance tools.
 - 2.1.2.7. Other resources positively impacting child care providers’ wellness and mental health.
- 2.1.3. The selected Vendor must provide the Department with web content in an easy-to-navigate page, that does not collect or request any Protected Health Information (PHI) or Personally Identifiable Information (PII), to be integrated into the New Hampshire Connections website by the Department’s contracted web master, for child care providers to access the resources listed above in section 2.1.2.

- 2.1.4. The selected Vendor must provide a minimum of two (2) online self-care and wellness assessment tools that do not collect or request any PHI or PII.

Question (Q2): Describe specifically and in detail how your organization will provide the scope of work identified in 2.1., Scope of Services, with special attention on the socio-economic, geographical, educational, ethnic, racial and cultural diversity and needs across New Hampshire.

Workforce and Professional Development Opportunities

- 2.1.5. The selected Vendor must provide:
- 2.1.5.1. A minimum of two (2) recruiting workshops.
 - 2.1.5.2. A minimum of two (2) introduction to staff and program supervision workshops.
 - 2.1.5.3. A minimum of three (3) youth worker certificate workshops.
 - 2.1.5.4. Funding towards the “High School to Child Care Workforce Training Program,” as determined by the Department.
 - 2.1.5.5. Based on the results of the Study, provide funding for one (1) or more of the following programs:
 - 2.1.5.5.1. College-level coursework.
 - 2.1.5.5.2. Child Development Associate program,
 - 2.1.5.5.3. Career skill building training.
 - 2.1.5.5.4. Internships and apprenticeships.
 - 2.1.5.5.5.
 - 2.1.5.5.6. Cohort of “High School to Child Care” workforce program(s) in high-needs regions of the state.

Recruiting the Potential Child Care Workforce Candidate

- 2.1.6. The selected Vendor must collaborate with the Department’s other marketing efforts when providing targeted marketing and outreach to recruit potential child care workforce candidates.
- 2.1.7. The selected Vendor must, in collaboration with the Department, deploy a statewide, multi-demographic and regionally focused, child care workforce recruiting marketing program.
- 2.1.8. The selected Vendor must develop customizable collateral workforce recruiting materials.
- 2.1.9. The selected Vendor must develop, design and distribute fourteen (14) “Workforce Ready Recruiting” kits (i.e., banners, swag, key fobs

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and promotional and marketing materials), for use at statewide workforce recruiting events, job fairs and hiring events.

- 2.1.10. The selected Vendor must ensure paid child care workforce industry professionals will staff a minimum of fourteen (14) workforce recruiting events, job fairs and hiring events statewide.
- 2.1.11. The selected Vendor must develop and distribute a Department approved printed and electronic, "Recruiting and Retaining Child Care Workforce Guide" to child care providers statewide.
- 2.1.12. The selected Vendor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

Question (Q3): Describe specifically and in detail your organization's capacity to provide the scope of work identified in 2.1. Scope of Services. Your response must include:

- **Proposed staff and any potential subcontractor configuration including roles and responsibilities.**
- **Staffing curriculum vitae/resumes as available.**
- **Subcontractor profiles if applicable and as available.**

2.1.13. Reporting

2.1.13.1. The selected Vendor must submit quarterly reports to ensure progress and effectiveness of the activities as described in the Scope of Services which include, but are not limited to:

- 2.1.13.1.1. All activity related to the implementation of the Pilot, Survey, Listening Sessions and the Study including, but not limited to, recruiting, funding, demographics, progress and outcomes.
- 2.1.13.1.2. All activity related to the development and delivery of the self-care and wellness resources for child care providers;
- 2.1.13.1.3. All activity related to the delivery of the workforce and professional development opportunities.
- 2.1.13.1.4. All activity related to the development and implementation of marketing and outreach to the potential child care workforce candidates.

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- 2.1.13.1.5. Accounting of all expenses.
- 2.1.13.1.6. The number of pilot programs that have been identified and included, that represent the diverse economic and geographic makeup of New Hampshire.
- 2.1.13.1.7. Updates and progress notes on the pilot and study work plans.
- 2.1.13.1.8. Utilization numbers for recruitment, retention, marketing efforts, professional development and wellness offerings and participation.
- 2.1.13.1.9. Marketing data on placement, events, conversions, etc.
- 2.1.13.1.10. Up-to-date work plan with milestones and timeline.

2.1.13.2. The selected Vendor may be required to provide other key data and metrics to the Department in a format specified by the Department.

2.1.14. Performance Measures

2.1.14.1. The selected Vendor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

- 2.1.14.1.1. A 50% participation rate in the Survey statewide.
- 2.1.14.1.2. A 20% response rate to statewide to multi-channel marketing.
- 2.1.14.1.3. A 15% increase in child care provider workforce statewide.
- 2.1.14.1.4. A 10% recidivism rate decrease statewide in child care workforce providers.

2.1.14.2. The selected Vendor may be required to provide other data and metrics to the Department in a format specified by the Department.

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3. SOLICITATION RESPONSE EVALUATION

3.1. The Department will evaluate vendor responses to mandatory technical questions based upon the criteria and standards contained in this Solicitation and by applying the points set forth below.

TECHNICAL RESPONSE	POSSIBLE SCORE
Experience (Q1)	50 Points
Demographic Diversity and Needs (Q2)	40 Points
Capacity (Q3)	30 Points
Technical Response – Total Possible Score	120 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	165 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.
	Cost items are mostly aligned with the objectives of the RFP.

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	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->](https://www.dhhs.nh.gov/doing-business-dhhs/contracts-)

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

4.2.3. Exceptions

- 4.2.3.1. 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.
- 4.2.3.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.
- 4.2.3.3. 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.

4.3. Solicitation Amendment

- 4.3.1. 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

- 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-07-CHILD (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

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not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a 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

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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

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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

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incurred by the selected Vendor in the performance of the resulting 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.

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- 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

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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 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.

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- 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.
- 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.

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 – 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**