



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Child Care Business and Employer Partnership Project

RFP-2023-DES-09-CCBEP

RELEASE DATE: June 5, 2023

New Hampshire Department of Health and Human Services
Child Care Business and Employer Partnership Project

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Division of Economic Stability (“Department”) is seeking responses to this Request for Proposals (“RFP” or “Solicitation”) from qualified Vendors to establish and manage a statewide Child Care Business and Employer Partnership Project designed to provide support to businesses and their employees across the State seeking access to equitable, affordable and quality child care during both traditional and nontraditional business hours.

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	August 2023 or upon Governor and Executive Council Approval	
Contract End Date	September 30, 2024	
Renewal Options	The Department may extend contracted services for up to four (4) additional years.	
Funding for the resulting contract(s) is anticipated to be approximately:	\$1,500,000 Funding will be provided to the Contractor utilizing a cost reimbursement method based on monthly expense invoicing.	
Funding Source	The Department anticipates using Federal funds for the resulting contract.	
	Assistance Listing #	93.575
	Award Name	Child Care Supplemental Discretionary Funds American Rescue Plan (ARP) Act
Point of Contact	Kathleen Vattes, Senior Contract Specialist Kathleen.B.Vattes@dhhs.nh.gov 603-271-0198	
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.		

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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	6/5/2023
2.	Questions Submission Deadline	6/12/2023 12:00PM
3.	Department Response to Questions Published	6/19/2023
4.	Vendor Solicitation Response Due Date	6/26/2023 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, child care providers, other state and local entities and New Hampshire citizens.

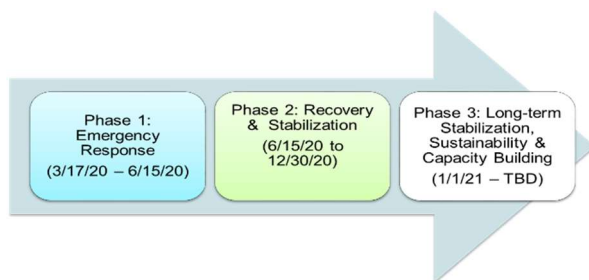
The Division of Economic Stability (DES) provides assistance to families in a holistic, multi-generational and integrated approach for individuals, children and families who may be in need of an array of supports that may include but are not limited to: child care, food, economic assistance, and employment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

- The Bureau of Child Development and Head Start Collaboration (BCDHSC) administers: a) The US Department of Health and Human Services, Administration for Children and Families (ACF), Office of Child Care, Child Care and Development Fund, which includes the NH Child Care Scholarship Program, as well as initiatives to improve the quality of child care for NH's children birth through age twelve (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 followed a three-phased approach to supporting child care for children, families, providers, and the business community. The BCDHSC was been responsible for distributing federal COVID-related and 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.

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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

The Child Care Business and Employer Partnership Project will support the Department's plan to expand and increase statewide access to equitable, affordable and quality child care through key objectives of this partnership, including:

- Developing and implementing a comprehensive child care system that supports the needs of businesses, employers, employees, and families.
- Increasing access to affordable, quality child care services during traditional and nontraditional business hours.
- Promoting equity and inclusivity in child care services to meet the diverse needs of families and children.
- Facilitating partnerships between child care providers, businesses, and employers to ensure mutual support and collaboration.

1.4.3. Covered Populations

New Hampshire-based businesses with employees and individuals who are in need of accessing New Hampshire-based child care.

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Vendor must provide a Child Care Business Improvement Project as defined in the Statement of Work below.
- 2.1.2. The selected Vendor must conduct and complete a statewide child care needs study to collect and assess data related to child care needs of New Hampshire businesses and their employees by December 31, 2023. The needs study must include but is not limited:
 - 2.1.2.1. Conducting a survey to assess New Hampshire business and employee child care-related needs, utilizing innovative incentives to

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meet the goal of a twenty-five percent (25%) response rate as outlined in sections 2.1.7.4.1 and 2.1.7.4.1.3.

- 2.1.2.2. Conducting a literature review of State and national stakeholder reports, data, models and training programs to identify issues, challenges and best practices related to supporting employers and employees in accessing child care.
- 2.1.3. The selected Vendor must recommend, develop and deploy five (5) child care provider pilot programs, as approved by the Department and in collaboration with a business, designed to identify the best practices in supporting employees in accessing child care during traditional and non-traditional business hours.
 - 2.1.3.1. The pilot programs will be developed, in collaboration with the Department and by analyzing information, recommendations and/or solutions obtain from the study as referenced in Section 2.1.1. through 2.1.1.2., with the goal to implement effective, feasible and sustainable child care-related needs solutions.
 - 2.1.3.2. At the conclusion of each pilot program, the selected Vendor must provide the Department with a written report; including the data, metrics and other information as requested by the Department, documenting the efficacy, feasibility and sustainability of each pilot program.
- 2.1.4. The selected Vendor must establish a Child Care Business and Employer Working Group in conjunction with the four (4) Collaborative Economic Development Regions (CEDRs) as identified in the State's Department of Business and Economic Affairs (www.dbea.nh.gov) "*Economic Recovery & Expansion Strategy*" Plan (see Appendix G – *Economic Recovery & Expansion Strategy*, page 20 and in accordance with the four (4) regions delineated in Appendix H – Retention & Expansion Regions).
- 2.1.5. The selected Vendor must distribute statewide marketing materials, as approved by the Department, to promote use of the Family Portal to businesses and employees. The Family Portal is a communications network, in which individuals can choose to join by registering their email address, that offers families an opportunity to access information related to child care, child development, resources, events, school readiness and current issues and emerging topics impacting children and families.
- 2.1.6. The selected vendor must provide the Department with content for the child care business and employer web page on the NH Connections website: <https://www.nh-connections.org/>.
- 2.1.7. The selected Vendor must ensure the content is based on the results of the study, pilot and input from the Child Care Business and Employer Working Group, make recommendations to the Department on what information, resources, and links should be added to the NH Connections website page(s) related to child care access and child care business and employer partnerships that are currently under revision.
- 2.1.8. The selected Vendor must create and provide a "New Hampshire Business and Child Care Partnership Guide" designed for employers and child care providers

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to partner together to promote equitable, accessible and affordable quality child care. The New Hampshire Business and Child Care Partnership Guide may include but is not limited to:

- 2.1.8.1. A list and description of currently available services to support employers and employees in accessing childcare with active links.
 - 2.1.8.2. Best practices in child care and business partnerships.
 - 2.1.8.3. Planning tool for connecting employers/employees and child care.
 - 2.1.8.4. Templates for outreach letters and surveys.
 - 2.1.8.5. Links to available resources.
 - 2.1.8.6. The New Hampshire Business and Child Care Partnership Guide will be based on the pilot program outcomes and recommendations made in the study.
- 2.1.9. The selected Vendor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 2.1.10. **Reporting**
- 2.1.10.1. The selected Vendor will be required to provide reports, data and metrics to the Department in a format and on a date specified by the Department; and will work with the Department to develop and refine reporting data as part of the resulting contract.
 - 2.1.10.1.1. Reporting includes but is not limited to:
 - 2.1.10.1.1.1. Completed needs study; including source data.
 - 2.1.10.1.1.2. Survey results that are aggregate and de-identified.
 - 2.1.10.1.1.3. Literature review results; including source data.
 - 2.1.10.1.1.4. Five (5) Pilot Programs; including reporting on meeting performance measurements.
 - 2.1.10.1.1.5. Working Group(s); including reporting on meeting performance measurements.
 - 2.1.10.1.1.6. Marketing and outreach; including reporting on meeting performance measurements.
 - 2.1.10.1.1.7. New Hampshire Business and Child Care Partnership Guide; including reporting on meeting performance measurements.
 - 2.1.10.2. The selected Vendor must submit an Annual Performance Report to the Department no later than July 15 each State Fiscal Year during the contract period, i.e. July 15, 2024 and July 15, 2025.

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- 2.1.10.3. The selected Vendor must maintain detailed supporting documentation for the required quarterly and annual reports, which must be available to the Department for review upon request and must be retained for up to seven (7) years of the contract completion date.
- 2.1.10.4. The selected Vendor must provide key data in a format and at a frequency specified by the Department for the following performance measures:
 - 2.1.10.4.1. A minimum of ten (10%) percent participation response rate by businesses/employers registered with the New Hampshire Secretary of State, in the statewide business/employer and employee child care-related needs survey.
 - 2.1.10.4.1.1. Percent is based on data and employment statistics determined by the Department on contract effective date.
 - 2.1.10.4.1.2. The Department will provide the selected Vendor with data and employment statistics as part of a resulting contract.
 - 2.1.10.4.1.3. The selected Vendor will work with the Department to refine data and employment statistics as part of a resulting contract.
 - 2.1.10.4.2. Implement five (5) innovative pilot programs targeted to employees; aimed at increasing statewide access, equitable, affordable and quality child care.
 - 2.1.10.4.2.1. Pilot program should utilize business/employer and employee child care-related needs study and survey results.
 - 2.1.10.4.2.2. Selected Vendor must demonstrate and document concrete and material efforts made to remove barriers to equitable, affordable and quality child care.

2.2. Mandatory Questions

- 2.2.1. The selected Vendor must provide a written response to Mandatory Questions one through three, provided within the Scope of Services, in Appendix D, Technical Responses to Questions (see Appendix D – Technical Response to Questions).
 - 2.2.1.1. **Mandatory Question One (Q1)** – Provide a comprehensive work plan, in an outlined format with a timeline, detailing specifically how your organization will implement the services in this RFP. Your detailed work plan response must include but is not limited to:
 - 2.2.1.1.1. Study: Survey and Literature Review.

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- 2.2.1.1.2. Five (5) Pilot Programs.
- 2.2.1.1.3. Working Group(s).
- 2.2.1.1.4. Marketing and outreach.
- 2.2.1.1.5. New Hampshire Business and Child Care Partnership Guide.

- 2.2.1.2. **Mandatory Question Two (Q2)** – Describe your organization’s ability and capacity to conduct a statewide employer and employee child care needs study, specifically the survey and literature review as outlined in this RFP.
- 2.2.1.3. **Mandatory Question Three (Q3)** – How will your organization establish an effective Child Care Business and Employer Working Group by collaborating with the Department of Business and Economic Affairs’ CEDRs, as outlined in this RFP?

2.3. Finance, Compensation, Contract Value & Funding Source Details.

- 2.3.1. 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.
- 2.3.2. The selected Vendor will be subject to the requirements in the Catalog of Federal Domestic Assistance (CFDA) #93.575, U.S. Department of Health and Human Services, Child Care Supplemental Discretionary Funds from the American Rescue Plan Act.
- 2.3.3. The selected Vendor 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.
- 2.3.4. The selected Vendor 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.
- 2.3.5. Payment for services will be made on a monthly basis based on the approved budgets, which will be included in the resulting contract.
- 2.3.6. The selected Vendor must submit monthly invoices using a form satisfactory to the Department, which identifies and requests reimbursement for authorized expenses incurred. The selected Vendor must ensure invoices are completed, dated and submitted to the Department to initiate payment.

3. SOLICITATION RESPONSE EVALUATION

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

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TECHNICAL RESPONSE	POSSIBLE SCORE
Work Plan (Q1)	300 Points
Ability & Capacity (Q2)	200 Points
Strategy (Q3)	200 Points
Total Technical Response Score	700 Points

COST PROPOSAL	POSSIBLE SCORE
Vendor Cost	150 Points
Budget Sheet (Appendix E) & Program Staff List (Appendix F)	150 Points
Total Cost Score	300 Points

MAXIMUM POSSIBLE SCORE	1000 Points
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3.2. Preliminary Scoring of Technical Responses

The Department will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a Vendor fail to achieve **400** minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor’s Cost Proposal will remain unopened.

3.3. Cost Proposal Evaluation Criteria

Cost Proposals will be evaluated as follows:

Vendor Cost Evaluation: The following formula will be used to assign points for Vendor Cost:

$$\text{Vendor's Cost Score} = (\text{Lowest Total Proposed Cost} / \text{Vendor's Total Proposed Cost}) \times \text{Maximum Number of Points for Vendor Cost.}$$

**For example:*

Vendor A proposes \$100,000

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Vendor B proposes \$200,000

Maximum Number of Points for Vendor Cost = 150 points. Vendor B Vendor Cost

$$= (\$100,000 / \$200,000) \times 150$$

= 75 total points.

For the purpose of use of this formula, the lowest proposed cost is defined as the lowest total cost proposed by a Vendor that has not been disqualified and received the minimum points during preliminary scoring of technical responses as specified above.

- 3.3.1. Fractions of points will be rounded up to the nearest whole number of each set of responses to questions in Subsection 3.1., above, will result in a stand-alone score.

The Budget Sheet & Program Staff List (Attachment E & F) will be scored based on the following criteria:

Budget Sheet	
Points	Criteria
0-50	Costs are not allowable.
	Reader cannot understand the relationship of costs 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.
51-100	Reader can generally understand the relationship of cost relative to the proposed services.
	Cost items are mostly aligned with the objectives of the RFP.
	Costs are predominantly reasonable.
	Costs relative to outcomes are adequate and meet the objectives of RFP.
101-150	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.

4. SOLICITATION RESPONSE PROCESS

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4.1. Questions and Answers

4.1.1. Vendors' Questions

- 4.1.1.1. 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.
- 4.1.1.2. 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.
- 4.1.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.1.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

4.1.2. Department Responses

- 4.1.2.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 1.3, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>). This date may be subject to change at the Department's discretion.

4.1.3. Exceptions

- 4.1.3.1. 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.
- 4.1.3.2. 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.
- 4.1.3.3. 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.

4.2. Solicitation Amendment

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

5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

- 5.1. Responses to this Solicitation must be submitted electronically via email to **rfx@dhhs.nh.gov** **AND** to the Contract Specialist at the email address specified in Subsection 1.2.

- 5.1.1. The subject line must include the following information:

RFP-2023-DES-09-CCBEP (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>

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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 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

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- 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

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

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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:
- 7.8.7. 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;
- 7.8.8. 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
- 7.8.9. 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 Solicitation Results and Resulting Contract

- 7.9.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this solicitation, the Department will post the name, rank or score of each responding Vendor. In the event that the resulting contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.
- 7.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this solicitation), any contract resulting from this solicitation that is submitted to G&C for approval will be made accessible to the public online.

7.10. Non-Commitment

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

7.11. Liability

By submitting a response to this solicitation, the Vendor agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by a Vendor in the

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preparation or submittal of or otherwise in connection with a solicitation response, or for work performed prior to the Effective Date of a resulting contract.

7.12. Request for Additional Information or Materials

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

7.13. Oral Presentations and Discussions

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

7.14. Successful Vendor Notice and Contract Negotiations

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

7.15. Scope of Award and Contract Award Notice

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

7.16. Site Visits

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

7.17. Protest of Intended Award

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

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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.

8. COMPLIANCE

8.1. The selected Vendor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

8.2. The selected Vendor may be required to complete a contract monitoring questionnaire, to be provided by the Department, to determine risk of noncompliance and appropriate monitoring activities, including, but not limited to:

- 8.2.1. Site visits.
- 8.2.2. File reviews.
- 8.2.3. Staff training.

8.3. Records

8.3.1. The selected Vendor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:

- 8.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by

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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.
- 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.

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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. Background Checks

8.6.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:

8.6.1.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

8.6.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

8.6.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

8.7. Confidential Data

8.7.1. The selected Vendor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit K, DHHS Information Security Requirements.

8.8. Contract End-of-Life Transition Services

8.8.1. General Requirements

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- 8.8.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor to the Department and, if applicable, the selected Vendor engaged by the Department to assume the Services previously performed by the selected Vendor for this section the new selected Vendor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
 - 8.8.1.2. 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.
 - 8.8.1.3. 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.
 - 8.8.1.4. 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.
 - 8.8.1.5. 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.
 - 8.8.1.6. 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*.
- 8.8.2. Completion of Transition Services
- 8.8.2.1. 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

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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.

8.8.2.2. 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.

8.8.3. Disagreement over Transition Services Results

8.8.3.1. 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.

8.9. Audit Requirements

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

8.9.1.1. 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.

8.9.1.2. 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.

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

8.9.2. 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.

8.9.3. 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.

8.9.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Vendor is high-risk.

8.9.5. 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

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selected Vendor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract(s) to which exception has been taken, or which have been disallowed because of such an exception.

9. APPENDICES TO THIS SOLICITATION

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 9.3. Appendix C – Transmittal Letter and Vendor Information**
- 9.4. Appendix D – Technical Response to Questions**
- 9.5. Appendix E – Budget Sheet**
- 9.6. Appendix F – Program Staff List**
- 9.7. Appendix G – Economic Recovery & Expansion Strategy**
- 9.8. Appendix H – Retention & Expansion Regions**