



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

**REQUEST FOR PROPOSALS
RFP-2023-DMS-02-RATES
FOR**

Rate Setting Certified Professional Coder Consultant

August 23, 2022



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1. INTRODUCTION

1.1. Purpose and Overview

The New Hampshire Department of Health and Human Services, Division of Medicaid Services (“Department”) is seeking responses to this Request for Proposals from qualified Vendors to provide consultation on appropriate usage of Medicaid service codes and technical support.

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

1.2. Contract Period

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

The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.

2. BACKGROUND

2.1. New Hampshire Department of Health and Human Services, Division of Medicaid Services

NH Medicaid is a federal and state funded health care program that serves a wide range of needy individuals and families who meet certain eligibility requirements. The program works to ensure that eligible adults and children have access to needed health care services by enrolling and paying providers to deliver covered services to eligible recipients.

The Department commenced the Medicaid Care Management (MCM) program in December 2013. The MCM program includes acute care medical, behavioral health, and pharmacy services for nearly all Medicaid beneficiaries. At the present time, approximately 240,000 (178,000 before the Public Health Emergency) individuals receive their health care through this program, which is currently administered by three (3) Medicaid managed care organizations (MCOs). The current managed care contracts are full-risk contracts utilizing capitated rates.

2.2. Background

The Department’s Division of Medicaid Services Rate Setting Unit is dedicated to applying rate setting methodologies as outlined in the New Hampshire Medicaid State Plan, State Laws, and Administrative rules. The Rate Setting Unit provides the necessary financial analysis for decisions on rates set. The various program areas within the Department provide the necessary information on the services being provided to individuals.

The Rate Setting Unit works collaboratively with the entire Department to ensure existing Medicaid rates are updated utilizing proper methodologies, have been



approved by the appropriate governmental authorities, and are all-encompassing to cover client care for all allowed services.

A need exists to include a coding team to assist in aligning and identifying the appropriate codes for each applicable service.

New Hampshire Fee schedules can be found: [New Hampshire MMIS Health Enterprise Portal \(nh.gov\)](#)

The Medicaid State Plan can be found: [Medicaid State Plan | New Hampshire Department of Health and Human Services \(nh.gov\)](#)

3. STATEMENT OF WORK

3.1. Scope of Services

- 3.1.1. The selected Vendor must ensure that staff assigned to provide consultation and technical support hold certifications as Certified Professional Coders or Certified Coding Specialists, in order to classify medical data from services into medical codes.
- 3.1.2. The selected Vendor must have coding expertise on all Medicaid covered services.
- 3.1.3. The selected Vendor must conduct reviews of the Department's medical codes and rate setting functions, which includes but is not limited to:
 - 3.1.3.1. Advising on medical codes for new and updated services the Department provides and providing documentation to the Department on the determination of codes.
 - 3.1.3.2. Assessing policy and coding differences between NH Medicaid and Medicare, other states, and commercial insurance.
 - 3.1.3.3. Assisting with aligning coding and service policies.
 - 3.1.3.4. Aligning the medical coding currently used for Department programs with coding and billing best practices.
 - 3.1.3.5. Evaluating accuracy of Department program specific coding and identifying any areas for educational improvement.
 - 3.1.3.6. Reviewing and evaluating the accuracy and integrity of the State's medical coding based on National Correct Coding Initiative (NCCI) edits.



- 3.1.3.7. Documenting issues that could impact revenue, coding compliance, and/or quality reporting data.
 - 3.1.3.8. Reviewing provider billing manuals, fee schedules, Administrative Rules, and State Plans to ensure any coding reference is accurate.
 - 3.1.3.9. Working with the Department on provider documentation to improve communication and education on coding practices within the current Medicaid guidelines.
 - 3.1.3.10. Working with Department program areas on targeted and general education to providers via video conferencing or in person to provide education related to coding and billing practices.
 - 3.1.3.11. Providing leadership with routine and timely updates on any changes to applicable laws and regulations relating to coding and billing, ICD-10-CM/PCS Official Guidelines for Coding & Reporting, CPT Guidelines, AHA Coding Clinic, AMA guidelines, CPT Assistant, and Centers for Medicare and Medicaid rules and regulations.
- 3.1.4. The selected Vendor must review files, notices, and information from CMS to ensure the accuracy of procedure codes and advise and assist the Department, as necessary, in recommendations on coverage for the Medicaid program. Recommendations must be sufficiently detailed to enable the selected Vendor to express an opinion on attributes to assign to new codes.
- 3.1.5. The selected Vendor must gather necessary information to review and recommend codes for services, including changes to applicable laws, regulations related to coding and billing from CMS, ICD-10-CM/PCS Official Guidelines for Coding & Reporting, CPT Guidelines, AHA Coding Clinic, AMA guidelines, CPT Assistant, and Centers for Medicare and Medicaid rules and regulations.
- 3.1.6. The selected Vendor must annually review the service limits on codes to identify variances between fee schedule service limits and NCCI or Medically Unlikely Edits (MUE) service limits.
- 3.1.7. The selected Vendor must work with the Department to identify attributes of new codes and advise how to align the codes to appropriate provider types and services.
- 3.1.8. The selected Vendor must communicate and work with program areas to obtain information on or clarification of their services.



- 3.1.9. At the request of the Department, the selected Vendor must identify any code modifications, additions, or deletions to incorporate more recent code updates to NH Medicaid services.
 - 3.1.10. The selected Vendor must work with the Department and the Department's actuary, as required, to help determine the impact of any code changes on projected utilization in the Department's managed care program.
 - 3.1.11. The selected Vendor must assist the Department, as necessary, to estimate the projected utilization impact of code changes in advance of code changes going into effect.
 - 3.1.12. The selected Vendor must acknowledge Department phone calls and/or emails within two business days, with mutually agreed upon timeframes.
 - 3.1.13. The selected Vendor must attend meetings within (2) business days of the Department requesting a meeting.
- Q1** *Describe, in detail, your experience in consulting with and providing states with technical assistance on CMS coding rules. Include all applicable experience that could support the Department in updating New Hampshire Administrative rules, and implementing coding changes.*
- Q2** *Describe, in detail, your experience determining the accuracy and integrity of procedural codes, diagnostic codes, Durable Medical Equipment (DME) codes included in Medicaid covered services, and medical coding for facilities and professionals.*
- Q3** *Describe your experience and capacity to assign medical codes for Medicaid covered services for the proposed personnel you identify in Appendix E, Program Staff List.*
- Q4** *Describe how your organization will work with the Department to develop and maintain fee schedules that align with the approved Medicaid services.*
- Q5** *Describe how your organization will conduct an initial comprehensive evaluation of the codes and use of modifiers for the Department's allowable services, perform quarterly updates as codes are released, and implement required changes under CMS guidance/rules.*
- Q6** *Reporting Requirements*
- 3.1.14. The selected Vendor must provide, at minimum, quarterly reports to the Department on:
 - 3.1.14.1. Recommendations on the coding supporting fee schedules posted by the Department.
 - 3.1.14.2. Identification of code and code/modifier combinations, which have Medicare pricing and are not priced in the fee schedule.



3.2. Compliance

- 3.2.1. Contractor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 3.2.2. The selected Contractor must meet all information security and privacy requirements as set by the Department.
- 3.2.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 3.2.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 3.2.3.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 3.2.3.3. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.



3.2.4. Credits and Copyright Ownership

- 3.2.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of *Health and Human Services*."
- 3.2.4.2. All written, video and audio materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 3.2.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - Brochures.
 - Resource directories.
 - Protocols.
 - Guidelines.
 - Posters.
 - Reports.
- 3.2.4.4. The selected Contractor(s) shall not reproduce any materials produced under the contract without prior written approval from the Department.

3.2.5. Audit Requirements

- 3.2.5.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if **any** of the following conditions exist:
 - Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - Condition C - The Contractor is a public company and required by Security and Exchange Commission



(SEC) regulations to submit an annual financial audit.

- 3.2.5.2. If Condition A exists, the Contractor shall submit an annual **single audit** performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 3.2.5.3. If Condition B or Condition C exists, the Contractor shall submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 3.2.5.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 3.2.5.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

3.3. Contract Monitoring Provisions

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

4. FINANCE

4.1. Financial Standards

- 4.1.1. The Department anticipates using General funds and 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. Any selected vendor will be subject to the requirements in the Catalog of Federal Domestic Assistance (CFDA) # Centers for Medicare and



Medicaid Services, Assistance Listing Number #93.778 Medical Assistance Program, U.S. Department of Health and Human Services.

4.2. Budget, Staff List and Budget Narrative

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

Budget Sheet	
Score	Criteria
0-50	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.
50-100	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.

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

Program Staff List	
Score	Criteria

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0-50	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.
51-100	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.
101-150	Reader has a thorough understanding of the relationship of staffing costs relative to the proposed services.
	Staffing cost items directly align with objectives of the RFP.
	Staffing costs are reasonable.
	Staffing costs represent significant value relative to anticipated outcomes.



5. PROPOSAL EVALUATION

5.1. Selection

- 5.1.1. The Department will use a scoring scale of 1,000 points, with a maximum of 300 points awarded based on the Cost Proposal. The Department will select a Vendor based upon the criteria and standards contained in this RFP and applying the points set forth below.

5.2. Technical Proposal

- | | |
|--------------------------|------------|
| 5.2.1. Experience (Q1) | 100 Points |
| 5.2.2. Experience (Q2) | 100 Points |
| 5.2.3. Capacity (Q3) | 200 Points |
| 5.2.4. Fee Schedule (Q4) | 150 Points |
| 5.2.5. Evaluation (Q5) | 150 Points |

Total Technical Proposal Points Available 700 Points

5.3. Cost Proposal

- | | |
|---|---------------------|
| 5.3.1. Budget (Appendix D) | 150 Points |
| 5.3.2. Program Staff List (Appendix E) | 150 Points |
| Total Cost Proposal Points Available | 300 Points |
| Maximum Possible Score | 1,000 Points |

6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

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

State of New Hampshire
Department of Health and Human Services
Kristopher Heath, Contract Specialist
Bureau of Contracts & Procurements
129 Pleasant Street
Concord, New Hampshire 03301
Email: Kristopher.W.Heath@dhhs.nh.gov
Phone: 603-271-5330

- 6.1.2. From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Department regarding this RFP is prohibited unless first approved by the RFP Sole



Point of Contact listed in Section 6.1.1, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Proposers may be disqualified for violating this restriction on communications.

6.2. Procurement Timetable

<u>Procurement Timetable</u>		
(All times are according to Eastern Time. The Department reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	August 23, 2022
2.	Letter of Intent Submission Deadline (Optional)	August 30, 2022
3.	RFP Questions Submission Deadline	September 8, 2022 2:00 PM
4.	Department Response to Questions Published	September 22, 2022
5.	Proposal Submission Deadline	September 30, 2022 12:00 PM

6.3. Letter of Intent

- 6.3.1. A Letter of Intent to submit a Proposal in response to this RFP is optional.
- 6.3.2. Receipt of the Letter of Intent by Department will be required to receive any correspondence regarding this RFP; any RFP amendments, in the event such are produced; or any further materials on this project, including electronic files containing tables required for response to this RFP; any addenda; corrections; schedule modifications; or notifications regarding any informational meetings for Vendors; or responses to comments; or questions.
- 6.3.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 6.1.
- 6.3.4. The Proposer is responsible for successful email transmission. The Letter of Intent must include the name, telephone number, mailing address and email address of the Vendor’s designated contact. The Department will provide confirmation of receipt of the Letter of Intent if the name and email address of the person to receive such confirmation is provided by the Vendor.



- 6.3.5. Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this RFP before submitting a proposal.

6.4. Questions and Answers

6.4.1. Proposers' Questions

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

6.4.2. Department Answers

The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 6.2, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>). Vendors will be sent an email to the contact identified in the Letters of Intent indicating that the Questions and Answers have been posted on the Department's website. This date may be subject to change at the Department's discretion.

6.5. Exceptions

- 6.5.1. The Department will require the successful Proposer to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the RFP Question Period in Subsection 6.2. Proposers may not request exceptions to the Scope of Services or any other sections of this RFP.
- 6.5.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.



- 6.5.3. Any exceptions to the standard form contract and exhibits that are not raised by a Proposer during the RFP Question Period may not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

6.6.RFP Amendment

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

6.7.Proposal Submission

- 6.7.1. Proposals must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Subsection 6.1.
 - 6.7.1.1. The subject line must include the following information: RFP-2023-DMS-02-RATES (email xx of xx).
 - 6.7.1.2. The maximum size of file attachments per email is 10 MB. Proposals with file attachments exceeding 10 MB must be submitted via multiple emails.
- 6.7.2. The Department must receive the Proposal by the time and date specified in the Procurement Timetable in Section 6 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 6.7.3. The Department will conduct an initial screening step to verify Proposer compliance with the submissions requirements of this RFP. The Department may waive or offer a limited opportunity for a Proposer to cure immaterial deviations from the RFP requirements if it is deemed to be in the best interest of the Department.
- 6.7.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of the Proposals shall be at the Proposer's expense.

6.8.Non-Collusion

The Proposer's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other vendors and without effort to preclude the Department from obtaining the best possible competitive proposal.

6.9.Collaborative Proposals



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

6.10. Validity of Proposals

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

6.11. Property of Department

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

6.12. Proposal Withdrawal

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

6.13. Public Disclosure

- 6.13.1. Pursuant to RSA 21-G:37, the content of responses to this RFP must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Proposals, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Department will post the name, rank or score of each Proposer. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the Department, will be grounds for disqualification at the Department's sole discretion.
- 6.13.2. The content of each Proposal and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a Proposal in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 6.13.3. Insofar as a Proposer seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Proposer must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be



considered confidential. This must be done by separate letter identifying by page number and Proposal section the specific information the Vendor claims to be exempt from public disclosure pursuant to RSA 91-A:5. **The Proposer is strongly encouraged to provide a redacted copy of their Proposal.**

6.13.4. Each Proposer acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by a Proposer as confidential, the Department shall notify the Proposer and specify the date the Department intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Proposer's responsibility and at the Proposer's sole expense. If the Proposer's fails to obtain a court order enjoining the disclosure, the Department may release the information on the date the Department specified in its notice to the Proposer without incurring any liability to the Proposer.

6.14. Non-Commitment

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

6.15. Liability

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

6.16. Request for Additional Information or Materials

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

6.17. Oral Presentations and Discussions

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



technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Proposer.

6.18. Successful Proposer Notice and Contract Negotiations

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

6.19. Scope of Award and Contract Award Notice

6.19.1. The Department reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.

6.19.2. If a contract is awarded, the Contractor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.20. Site Visits

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

6.21. Protest of Intended Award

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

6.22. Contingency

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



6.23. Ethical Requirements

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

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

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

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

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

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

- 7.2.2.1. Be on the Proposer's company letterhead.
- 7.2.2.2. Be signed by an individual who is authorized to bind the company to all statements, including services and prices contained in the Proposal.
- 7.2.2.3. Contain the following:
 - 7.2.2.3.1. Identify the submitting organization;



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

7.2.3. Table of Contents

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

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

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



- 7.2.4.4. Demonstrate familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.
- 7.2.5. **Proposal Narrative, Project Approach, and Technical Response**
 - 7.2.5.1. Responses must address the questions in sequential order citing the relevant section.
- 7.2.6. **Description of Organization**
 - 7.2.6.1. Proposers must include in their Proposal a summary of the company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP. At a minimum, the description must include:
 - 7.2.6.1.1. General company overview;
 - 7.2.6.1.2. Ownership and subsidiaries;
 - 7.2.6.1.3. Company background and primary lines of business;
 - 7.2.6.1.4. Number of employees;
 - 7.2.6.1.5. Headquarters and satellite locations;
 - 7.2.6.1.6. Current project commitments;
 - 7.2.6.1.7. Major government and private sector clients;
 - 7.2.6.1.8. Mission Statement;
 - 7.2.6.1.9. The programs and activities of the company;
 - 7.2.6.1.10. The number of people served;
 - 7.2.6.1.11. Company accomplishments;
 - 7.2.6.1.12. Reasons the company is capable of effectively completing the services outlined in the RFP; and
 - 7.2.6.1.13. All strengths considered to be assets to the company.
 - 7.2.6.2. The Proposer should demonstrate the length, depth, and applicability of all prior experience in providing the requested services as well as the skill and experience of staff.
- 7.2.7. **Resume** of those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this RFP.
- 7.2.8. **Proposer's References**



- 7.2.8.1. The Proposer must submit three (3) written references from individuals or organizations who have knowledge of the Proposer's capability to deliver services applicable to this solicitation. A current Department employee will not be considered a valid reference.
- 7.2.8.2. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.
- 7.2.8.3. The Department may contact a reference to clarify any information.

7.2.9. Subcontractor Letters of Commitment (if applicable)

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

7.2.10. New Hampshire Certificate of Good Standing

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

7.2.11. Affiliations – Conflict of Interest

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

7.2.12. Required Attachments

- 7.2.12.1. The following are required statements that must be included with the Technical Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Technical Proposal.
 - 7.2.12.1.1. Answers to questions in Section 3.
 - 7.2.12.1.2. Appendix C, CLAS Requirements.



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

7.2.12.2.1. Appendix B, Contract Monitoring Provisions.

7.2.12.2.2. Appendix D, Budget.

7.2.12.2.3. Appendix E, Program Staff List.

7.2.12.2.4. Budget Narrative.

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Liquidated Damages, Forms

8.1.1. Contract Terms and Conditions

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

8.1.2. Liquidated Damages

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

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

8.1.2.3. Assessment of liquidated damages may be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

8.1.2.4. The Department may determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the Department as liquidated damages may be deducted by the Department from any fees payable



to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the Department.

9. ADDITIONAL INFORMATION

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Contract Monitoring Provisions**
- 9.3. Appendix C – CLAS Requirements**
- 9.4. Appendix D – Budget Sheet**
- 9.5. Appendix E – Program Staff List**