



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

WIC Shopping Experience Improvement Project

RFP-2023-DPHS-11-WICSH

RELEASE DATE: July 10, 2023

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New Hampshire Department of Health and Human Services
WIC Shopping Experience Improvement Project

1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Public Health Services (“Department”) is seeking responses to this Request for Proposals (solicitation) from qualified Vendors to conduct a comprehensive evaluation and analysis of the Department’s Special Supplemental Nutrition Program for Women, Infants and Children (WIC) benefit redemptions, to increase WIC benefit redemptions rates.

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

1.2. Key Information

The information in the table below is as anticipated by the Department. All information is subject to change, the availability of funds, and/or approval by the Governor and Executive Council.

Contract Effective Date	Upon Governor and Council Approval	
Contract End Date	September 30, 2024	
Renewal Options	The Department may extend contracted services for up to two (2) additional years.	
Funding Source	The Department anticipates using Federal funds for the resulting contract.	
	Assistance Listing #	ALN #10.557 FAIN #224NH052M2005
	Award Name	United States Department of Agriculture, WIC Special Programs Discretionary
Point of Contact	Christy Adamson, Senior Contract Specialist Christy.D.Adamson@dhhs.nh.gov 603-271-9540	
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.		

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	7/10/2023

New Hampshire Department of Health and Human Services
WIC Shopping Experience Improvement Project

2.	Letter of Intent Submission Deadline (optional)	7/17/2023
3.	Questions Submission Deadline	7/24/2023 12:00PM
4.	Department Response to Questions Published	7/31/2023
5.	Vendor Solicitation Response Due Date	8/7/2023 12:00PM (Noon)

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division of Public Health Services, WIC Nutrition Program

The Division of Public Health Services, Special Supplemental Nutrition Program for Women, Infants and Children (WIC) is responsible for serving residents of the State of New Hampshire who's income falls at or below 185% of the federal poverty line and are either pregnant, new mothers, infants or children up to five (5) years of age and at nutritional risk. The WIC program serves residents by supporting healthier diets through nutrition counseling and education, health and social service referrals, and may improve nutrition security among children through their supplemental food package.

In 2010, the Healthy Hunger Free Kids Act changed the quality of food provided by the United States Department of Agriculture's WIC Nutrition Program. The new foods included fruits and vegetables, whole grain cereals and whole grain breads, brown rice, whole wheat and corn tortillas, canned beans, canned tuna, salmon and sardines, soy beverages, tofu and infant foods. The WIC food package is a supplemental prescriptive package tailored to the nutritional needs of the WIC participant. Each WIC participant receives their own food package that provides the vitamins and minerals which are critical for their stage of development. It is extremely important that WIC participants are redeeming their complete food package to receive all of the nutritional value the foods provide to maintain a healthy diet.

During the calendar year 2021, of the approved eighteen (18) food categories, average redemption rates were all below 86%. Of the eighteen (18) food categories that the WIC Program provides, twelve (12) had redemptions below 50%, while only six (6) had redemptions greater than 50%. During calendar year 2022, the NH WIC Program saw an increase in redemptions across all food categories, however eleven (11) food categories still had redemptions less than 50%.

In 2021, Congress passed the American Rescue Plan Act, which increased the WIC cash value benefit (CVB) for fruits and vegetables to \$35 a month per participant for four consecutive months. Previously children received \$9 a month and women received \$11 a month for redemption of fruits and vegetables. A few months later, the Extending Government Funding and Delivering Emergency Assistance Act of 2022 was implemented and adjusted the increased CVB amounts to \$24 a month for children, \$43 a month for pregnant and postpartum woman, and \$47 a month for breastfeeding women. On October 1, 2022, with the passing of a federal Continuing Resolution (CR) those CVB amounts were adjusted for inflation, as required per WIC federal regulation.

The cash value benefit amounts were increased to \$25 for children, \$45 for pregnant and postpartum women and \$49 for breastfeeding women, per month. Even with the increase in buying power with fruits and vegetables, the NH WIC redemption rates of the cash value benefit remains approximately 70% compared to pre-pandemic levels of 80%. The NH WIC Program is dedicated to improving the redemption rates of the supplemental food package provided to WIC participants to ensure pregnant women, new mothers and children are accessing a healthy diet.

1.4.2. Objective

The goal of this RFP is to gather information from WIC participants and WIC staff, analyze redemption data over the past five (5) years and create a strategic plan with specific actions to increase the redemption rates of each NH WIC approved food category.

2. STATEMENT OF WORK

2.1. Scope of Services

2.1.1. The selected Vendor must research, collect, assess and identify the needs of WIC participants, WIC staff and WIC vendors, and identify strategic actions that the New Hampshire WIC Program can implement to increase redemption rates across all food categories. The selected Vendor must:

2.1.1.1. Develop and implement a Project Management Plan;

2.1.1.2. Collect and analyze NH WIC redemption rates for the past five (5) years.

2.1.1.3. Determine how the NH WIC redemption rates compare to surrounding New England States, and how the NH WIC redemptions changed based on environmental changes (i.e. increase P-EBT, SNAP increase due to inflation, formula shortage, increased CVB, COVID-19, etc.);

2.1.1.4. Conduct listening sessions with current WIC participants, from all ten counties, to better understand barriers and challenges to fully redeeming their prescribed WIC food package;

2.1.1.5. Conduct listening sessions with each WIC local agency, to understand barriers and challenges to educating and supporting WIC participants with fully redeeming their WIC food package; and

2.1.1.6. Evaluate the strategic actions that can be implemented statewide at the local WIC agencies, in the WIC retail stores, and at the NH WIC State Offices based on the results of Section 2.2.

Project Management Plan (PMP)

2.1.2. The selected Vendor must develop a Project Management Plan (PMP) which focuses on the discovery, planning and final recommendations of the project. The PMP will outline how the selected Vendor will learn more about WIC

participant shopping patterns, redemption data, participant and staff attitudes, participant shopping experiences, access to NH WIC approved stores, and barriers among different participant categories and geographical regions to fully redeeming the WIC food package.

- 2.1.3. The selected Vendor must submit a draft of the PMP within sixty (60) days of the resulting contract Effective Date prior to the WIC Shopping Experience Project Kick off meeting for Department approval. The PMP shall include but not be limited to the following:
 - 2.1.3.1. Task and subtasks, as applicable, with anticipated start and completion dates and the person responsible for completing each task;
 - 2.1.3.2. Overall timeline of the project for the duration of the contract including status meetings with the NH WIC Director and Vendor Coordinator; and
 - 2.1.3.3. Due dates for documents, final reports, and other materials.
- 2.1.4. The selected Vendor must facilitate a WIC Shopping Experience Project Kick Off meeting, in person or virtually, with the Department. This must take place no later than ninety (90) days after the resulting contract Effective Date. The Kick Off meeting must include a review of the following, at a minimum:
 - 2.1.4.1. Project Management Plan.
 - 2.1.4.2. Project management process to include communication plans, risk plan, and quality assurance.
 - 2.1.4.3. Deliverable acceptance expectation and deadlines.
 - 2.1.4.4. Identification of next steps including a proposed meeting schedule for progress reports and status updates.
- 2.1.5. The selected Vendor must provide project management task services which must include, but is not limited to:
 - 2.1.5.1. Maintaining project schedules and tracking the completion of each task and subtask;
 - 2.1.5.2. Facilitating regularly scheduled status meetings with the WIC State staff;
 - 2.1.5.3. Providing an agenda, at a minimum of two days prior to the meetings or calls, unless the meeting or call is being facilitated by another entity or is considered an emergency meeting.
 - 2.1.5.4. Providing meeting minutes sent no more than two (2) days after the meeting taking place.

Listening Sessions

2.1.6. The selected Vendor must facilitate, at a minimum, one (1) WIC participant listening session in each county, in addition to a listening session in the following four cities: Manchester, Nashua, Concord, and Rochester, for a total of fourteen (14) listening sessions. Listening sessions must aim to include eight to ten (8-10), but no less than five (5) WIC participants; be either in-person or virtual; focus on participant's shopping experience in larger retail/chain stores such as Hannaford, Shaw's, Market Basket, Walmart, and Price Chopper to be able to be generalized and shared with other New England States; and, ensure the WIC participants being interviewed reflect a wide array of representation (e.g. gender, caregiver type, race, ethnicity, age, and participant category in WIC).

Strategic Actions Report

2.1.7. The selected Vendor must develop a Strategic Actions report with prioritization of activities to be taken to increase WIC redemptions, based on the findings of the participant listening sessions, local agency staff listening sessions and New Hampshire WIC redemption data analysis. Each strategic action must include, but is not limited to, the following:

- 2.1.7.1. Estimated cost for implementation;
- 2.1.7.2. Development of a timeline from pilot to statewide rollout;
- 2.1.7.3. Detailed strategy, including the responsibilities of NH WIC staff, the local agency WIC staff and NH WIC authorized stores;
- 2.1.7.4. Technology and policy updates which have been identified and need to be communicated to NH WIC authorized stores;
- 2.1.7.5. Whether education and/or training materials for participants and WIC staff need to be developed and printed;
- 2.1.7.6. Suggested method and performance measures to monitor and evaluate the effectiveness of the proposed strategic actions;
- 2.1.7.7. Risk analysis of actions; and
- 2.1.7.8. Recommendations on how to scale up the actions for other Northeast regional states to implement in a turn-key fashion.

2.1.8. The selected Vendor must assist the NH WIC Director and Vendor Coordinator with USDA waiver submission required for project activities outside what the federal regulations allow, such as online ordering.

2.2. Reporting

2.2.1. The selected Vendor must submit monthly status reports to the Department. Status reports shall provide a clear understanding of progress and must include, but is not limited to:

- 2.2.1.1. Activities completed during the month and continued from the previous month.
- 2.2.1.2. Status of listening groups completed and in progress.
- 2.2.1.3. Issue identification.
- 2.2.1.4. Risk assessment and mitigation strategy.
- 2.2.1.5. Updated integrated project schedule.
- 2.2.1.6. Plan for the upcoming month.
- 2.2.2. The selected Vendor may be required to provide other data and metrics to the Department in a format specified by the Department.

2.3. Mandatory Questions

- 2.3.1. In response to this solicitation, Vendor(s) must respond to the Mandatory Questions below in Appendix D, Technical Responses to Questions.

Q1 *What is your knowledge and experience regarding:*

- a. Developing a Project Management Plan.*
- b. Facilitating meetings.*
- c. Setting priorities based on projects with short deadlines.*
- d. Providing project management task services.*
- e. Risk analysis.*
- f. Quality assurance activities.*
- g. Facilitating listening sessions.*

Q2 *Describe how your organization will conduct a comprehensive assessment and analysis of the following:*

- a. The factors which impact WIC redemptions in New Hampshire.*
- b. The effectiveness of responses from listening sessions with participants and staff.*
- c. Estimated costs for implementation of proposed strategic actions.*

Q3 *How will your organization ensure the beneficiaries and families being interviewed reflect a wide array of representation (e.g. gender, race, ethnicity, age, socio-economic standing) statewide? Include an example of stakeholder questions.*

Q4 *What project management resources do you have to manage the timeline and presentation materials? Provide examples of qualitative and quantitative assessments completed by your organization and identify your proposed staff (including credentials, experience, and hours) to be assigned to this project, as further described in Appendix F.*

Q5 *Provide an example of a sample report that you have developed that reflects the criteria referenced in Section 2.1.7., above.*

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3. SOLICITATION RESPONSE EVALUATION

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

TECHNICAL RESPONSE	POSSIBLE SCORE
Knowledge and Experience (Q1)	50 Points
Assessment and Analysis (Q2), (Q3)	75 Points
Capacity to Provide Services (Q4)	50 Points
Sample Report (Q5)	25 Points
Technical Response – Total Possible Score	200 Points

COST PROPOSAL	POSSIBLE SCORE
Vendor Cost (see formula below)	40 Points
Budget Sheet Evaluation (Appendix E) & Program Staff List (Appendix F)	40 Points
Cost Proposal – Total Possible Score	80 Points

MAXIMUM POSSIBLE SCORE	280 Points
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3.2. Preliminary Scoring of Technical Responses

3.2.1. 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 100 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

3.3.1. Cost Proposals will be evaluated as follows:

3.3.1.1. 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

Vendor B proposes \$200,000

Maximum number of Points for Vendor Cost = 40 points

Vendor B Cost = $(\$100,000/\$200,000) \times 40 = 20$ total points

3.3.1.2. For the purpose of use of this formula, the lowest proposed costs 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.

3.3.1.3. Fractions of points will be rounded to the nearest whole number.

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

Budget Sheet	
Points	Criteria
0-13	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.
14-26	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.
27-40	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

4.1. Letter of Intent

4.1.1. A Letter of Intent to submit a Response to this solicitation is optional.

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

4.2. Questions and Answers

4.2.1. Vendors' Questions

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

4.2.2. Department Responses

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

4.3. Exceptions

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

4.4. Solicitation Amendment

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

5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

- 5.1. Responses to this Solicitation must be submitted electronically via email to **rfx@dhhs.nh.gov** **AND** to the Contract Specialist at the email address specified in Subsection 1.2.
 - 5.1.1. The subject line must include the following information:
RFP-2023-DPHS-11-WICSH (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(s) 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 D if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>

- 6.3.3. **Appendix D –Technical Response to Questions**

- 6.3.4. **Resumes** – Vendors must provide resumes for those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this Solicitation. Vendors must redact all personal information from resumes.

6.4. Cost Proposal Contents

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

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

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

7.2. Collaborative Solicitation Responses

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

7.3. Validity of Solicitation Responses

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

7.4. Debarment

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

7.5. Property of Department

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

7.6. Solicitation Response Withdrawal

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

7.7. Confidentiality

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

7.8. Public Disclosure

- 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 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 RFP Results and Resulting Contract

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

7.10. Non-Commitment

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

7.11. Liability

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

7.12. Request for Additional Information or Materials

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

7.13. Oral Presentations and Discussions

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

7.14. Successful Vendor Notice and Contract Negotiations

If a Vendor is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Vendor, all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor. The Department will not contact Vendor(s) 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(s) must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

7.16. Site Visits

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

7.17. Protest of Intended Award

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

7.18. Contingency

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

7.19. Ethical Requirements

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

7.20. Liquidated Damages

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

8. COMPLIANCE

8.1. The selected Vendor(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.

8.2. The selected Vendor(s) may be required to participate in monitoring activities for the resulting contract(s), at the sole discretion of the Department, 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(s) must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:

8.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor(s) in the performance of the resulting contract(s), and all income received or collected by the selected Vendor(s).

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 must disallow any expenses claimed by the selected Vendor(s) 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(s).

8.4. Credits and Copyright Ownership

8.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the resulting Contract(s) must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

8.4.2. All written, video and audio materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution or use.

8.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:

8.4.3.1. Brochures.

8.4.3.2. Resource directories.

8.4.3.3. Protocols.

8.4.3.4. Guidelines.

8.4.3.5. Posters.

8.4.3.6. Reports.

8.4.4. The selected Vendor(s) 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 C, 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(s) 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;

- 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. Contract End-of-Life Transition Services

- 8.7.1. If applicable, upon termination or expiration of the resulting Contract(s), the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor(s) to the Department and, if applicable, the Vendor engaged by the Department to assume the Services previously performed by the selected Vendor(s) for this section the new vendor shall be known as “Recipient”). Contract end of life services shall be provided at no additional cost. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor(s) 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 selected Vendor(s).
- 8.7.2. The selected Vendor(s) must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the selected Vendor(s) and their Affiliates 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 selected Vendor(s) 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.
- 8.7.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of State Data is complete.
- 8.7.4. The internal planning of the Transition Services by the selected Vendor(s) and its Affiliates shall be provided to the Department and if applicable the Recipient on a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 8.7.5. Should the data Transition extend beyond the end of the resulting Contract(s), the selected Vendor(s) and its affiliates agree Contract Information Security Requirements, and if applicable, the Department’s Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

- 8.7.6. In the event where the selected Vendor(s) has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and selected Vendor(s) will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

8.8. Audit Requirements

- 8.8.1. The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 8.8.1.1. 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.
 - 8.8.1.2. 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.
 - 8.8.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.8.2. If Condition A exists, the selected Vendor(s) 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.
- 8.8.3. If Condition B or Condition C exists, the selected Vendor(s) shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 8.8.4. 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.
- 8.8.5. 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(s) that the selected Vendor(s) 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**