



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Credit Reporting Services

RFP-2024-DES-05-CREDI

RELEASE DATE: February 7, 2024

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Economic Stability (“Department”) is seeking responses to this Request for Proposals (“RFP” or “Solicitation”) from qualified Vendors to provide credit reporting services in accordance with applicable federal and state authority, including:

- Access to nationwide credit bureau data;
- Secure web-portal access to individuals’ credit reports; and
- Ability to accept monthly reports and payment history updates from the Department, in a format specified by the Department.

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 Executive Council approval (estimated April 2024) | |
| Contract End Date | June 30, 2028 | |
| Renewal Options | The Department may extend contracted services for up to four (4) additional years. | |
| Funding Source | The Department anticipates using Federal and General funds for resulting contract. | |
| | Assistance Listing # | 93.563 |
| | Award Name | Child Support Enforcement |
| Match Requirements | N/A | |
| Point of Contact | Janine Corbett, Senior Contract Specialist Janine.S.Corbett@dhhs.nh.gov 603-271-9669 | |
| 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 | 2/7/2024 |
| 2. | Questions Submission Deadline | 2/14/2024 12:00 PM |
| 3. | Department Response to Questions Published | 2/28/2024 |
| 4. | Vendor Solicitation Response Due Date | 3/6/2024 12:00 PM |

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division of Economic Stability, Bureau of Child Support Services

Every child residing in New Hampshire has a legal right to financial support from both parents, even if the parents are divorced, separated, or never married. The Department, through its Bureau of Child Support Services (BCSS), is responsible for establishing, directing, and maintaining a program of child support enforcement based on Title IV-D of the Social Security Act. BCSS helps families establish and enforce child support orders—both medical and financial.

As of October 1, 2023, the Department managed 28,629 child support cases statewide. In 26,261 of those cases, the Department was enforcing a current order for child or medical support. Of the remaining 2,368 cases, the Department was in the process of establishing an order for paternity, child support, and/or medical support. The estimated number of inquiries per year is 3,500 for locate services. These are approximate numbers and the actual numbers may increase or decrease during the term of the awarded contract.

The Department takes appropriate enforcement actions, which includes proper notification to an individual who owes past due support. Enforcement actions can aid in the collection of current child support, back-owed child support (arrearages), and reimbursement for state aid. Credit bureau services assist the Department in locating addresses and employers of obligors. New Hampshire Revised Statutes Annotated (RSA) 161-C:26-a authorizes Department disclosure of an individual’s (“obligor’s”) financial records to consumer reporting agencies. Reporting an individual’s arrearages to consumer reporting agencies is also a valuable enforcement tool.

1.4.2. Objective

New Hampshire RSA 161-C:26-a requires the Department to report to a consumer reporting agency, or agencies, any obligor who accumulates arrearages in an amount greater than the legal order of support owed for sixty (60) days, unless an exemption is met under the statute. In addition, the Department is required by Title 45 CFR 303.3 to use appropriate sources to locate a putative father, obligor, and the obligor’s employer(s), and to locate sources of income or assets, as appropriate, which are necessary to establish or enforce a court order. Credit reporting services aid in the process of obtaining information to locate individuals.

2. STATEMENT OF WORK

2.1. Scope of Services

2.1.1. Required Reports

Upon Department request, the selected Vendor must provide information pertaining to individual child support payors and putative fathers through reports to be used for locate or enforcement of child and/or medical purposes, as authorized by NH RSA 161-C:26-a.

2.1.1.1. The selected Vendor must provide a partial report for locating purposes. The information on the partial report must include, but is not limited to:

2.1.1.1.1. Individual's name.

2.1.1.1.2. Individual's present and past addresses for the prior two (2) years, if available.

2.1.1.1.3. Individual's present and past employers for the prior two (2) years, if available.

2.1.1.1.4. Individual's Social Security Number(s), if available.

2.1.1.1.5. Individual's telephone number, if available.

2.1.1.1.6. The date any information referenced above was last changed and identification of what information was last changed.

2.1.1.2. The selected Vendor must provide a full report for establishment and enforcement purposes. The information on the full report must include, but is not limited to:

2.1.1.2.1. Individual's name.

2.1.1.2.2. Individual's present and past addresses for the prior two (2) years, if available.

2.1.1.2.3. Individual's present and past employers for the prior two (2) years, if available.

2.1.1.2.4. Individual's Social Security Number(s), if available.

2.1.1.2.5. Individual's telephone number, if available.

2.1.1.2.6. Credit inquirer information.

2.1.1.2.7. Individual's credit history as contained in the credit bureau files.

2.1.1.2.8. Individual's asset information, if available.

2.1.1.2.9. The date information was last changed.

- 2.1.1.2.10. Identification of what information was last changed.
- 2.1.1.3. The selected Vendor must provide Social Security search reports. The information on Social Security search reports must include, but not be limited to:
 - 2.1.1.3.1. Individual's name.
 - 2.1.1.3.2. Individual's present and past addresses for the prior two (2) years, if available.
- 2.1.1.4. The selected Vendor must ensure that required reports are provided to the Department electronically. The selected Vendor must:
 - 2.1.1.4.1. Provide Social Search services, which must use individual Social Security Numbers to match and retrieve consumers associated with the same Social Security Number from the Vendor's national database, in order to locate child support payors and/or payees; and
 - 2.1.1.4.2. Provide live product services for phone and address searches.
- 2.1.1.5. The selected Vendor must provide a monthly error report, which includes data to show that credit bureau reporting is updated on a monthly basis with 100% accuracy.
- 2.1.2. The selected Vendor must participate in meetings with the Department on a semi-annual basis, and more frequently if requested by the Department.

2.2. Web Portal Services

- 2.2.1. The selected Vendor must provide the Department with web-based online access to the Vendor's data.
- 2.2.2. The selected Vendor must provide the Department with a web-based tool for receiving and answering any disputed credit reporting information, including after a child support case has closed, in order to adjust any errors or amounts.
- 2.2.3. The selected Vendor must provide the Department with a notification alert when a dispute is filed by a payor.
- 2.2.4. The selected Vendor must provide a web portal that does not require any software or hardware installations, which must include, but is not limited to:
 - 2.2.4.1. A secure online environment that is available twenty-four (24) hours per day, seven (7) days per week.
 - 2.2.4.2. Access to credit management information in one (1) central location.

2.3. Preparation and Testing Requirements

- 2.3.1. The selected Vendor must prepare, design, implement, and test all requirements as specified in Paragraph 2.1.1., Required Reports, through Subsection 2.2., Web Portal Services, inclusive, for Department review and

acceptance prior to promotion to production. Testing must include both the file content and the file transfer process (Secure File Transfer Protocol).

- 2.3.2. Within five (5) days of the contract effective date, the selected Vendor must prepare and submit a Final Test Acceptance Plan that is subject to Department approval. The selected Vendor must start implementation (“go live”) only upon receiving written notice of successful User Acceptance Testing from the Department.

2.4. Locate Services

- 2.4.1. The selected Vendor must provide individual location and employment information through services that include, but are not limited to:
 - 2.4.1.1. Providing skip tracing information.
 - 2.4.1.2. Providing new phone numbers.
 - 2.4.1.3. Providing new addresses.
 - 2.4.1.4. Providing notification if an individual is deceased.

2.5. Credit Reporting Requirements: Accepting Reports from the Department

- 2.5.1. The selected Vendor must accept reports from the Department regarding child support cases in an electronic format through a Secure File Transfer Protocol.
- 2.5.2. The selected Vendor must log in to the NH Secure File Transfer Server using the Department’s provided username to access the monthly file. The file layout will be as described in Appendix F, Credit Reporting File Layout Description.
- 2.5.3. The selected Vendor must update the NH virtual private network (VPN) password annually.
- 2.5.4. The selected Vendor must update the payor’s credit reporting information on a monthly basis and add new data or new updates upon Department request to the extent that any deletion would be absolute and there would not be any evidence of any report.
- 2.5.5. The selected Vendor must provide the Department with an acknowledgement that includes the number of records received and processed by the selected Vendor for credit reporting. The report must include, but is not limited to:
 - 2.5.5.1. Batch ID.
 - 2.5.5.2. Processor ID.
 - 2.5.5.3. Processor name.
 - 2.5.5.4. Date received.
 - 2.5.5.5. Date processed.
 - 2.5.5.6. Status of process.
 - 2.5.5.7. Count of records processed.

2.6. Training

2.6.1. The selected Vendor must provide training, which may be conducted remotely via webinars, with the initial training scheduled and completed within thirty (30) days of contract approval, and as frequently as determined necessary by the Department thereafter.

2.6.1.1. The training must include, but is not limited to:

2.6.1.1.1. A selection of chosen Department staff to be trained as trainers.

2.6.1.1.2. Provision of selected Vendor website user identification access codes to Department staff.

2.6.1.1.3. Availability of Department-requested training times.

2.6.2. The selected Vendor must provide continuing education and/or training to Department staff upon the Department's request. The topics must include, but are not limited to:

2.6.2.1. Web portal use.

2.6.2.2. Web portal enhancements.

2.6.2.3. Reporting changes.

2.6.2.4. Data updates.

2.7. Performance Evaluation

2.7.1. Notwithstanding paragraphs 8 and 9 of the General Provisions of the awarded contract, Form P-37, the selected Vendor must submit a Corrective Action Plan, which is subject to Department approval, not more than thirty (30) days after Vendor receipt of a written notice of deficiency from the Department.

2.8. Performance Measures

2.8.1. The selected Vendor's performance will be measured based on:

2.8.1.1. Responsiveness to Department requests and concerns within forty-eight (48) hours;

2.8.1.2. Completion of credit bureau reporting within twenty-four (24) hours of retrieving reports from the Department, 98% of the time;

2.8.1.3. Active participation in planning and implementation meetings with the Department;

2.8.1.4. Provision of a monthly error report in accordance with Subparagraph 2.1.1.5.; and

2.8.1.5. Provision of trainings conducted in accordance with Subsection 2.6., Training.

2.9. Reporting Requirements for Exchange of Files

- 2.9.1. The selected Vendor must provide the Department with a monthly report regarding the exchanging of files. The report must include:
 - 2.9.1.1. Acknowledgement of file receipt;
 - 2.9.1.2. Confirmation of file execution;
 - 2.9.1.3. Confirmation of file success or failure; and
 - 2.9.1.4. An accounting of how many records were in the file and how many were processed successfully.
- 2.9.2. The selected Vendor must utilize a format similar to that in Table 1:

| Table 1 | | | | | | |
|--------------------|---------------------|-----------------------|----------------------------|----------------------|-----------------|------------------------------|
| Batch ID | Processor ID | Processor Name | Batch Received Date | Reported Date | Status | Received Record Count |
| ##### | ##### | | | ##### | 1-Load Complete | ##### |
| Grand Total | | | | | | |

- 2.9.3. The selected Vendor may be required to provide other data and metrics to the Department in a format specified by the Department, at no additional charge to the Department.

2.10. Staffing

- 2.10.1. The selected Vendor must provide one (1) designated Contracts Manager and other staff to provide:
 - 2.10.1.1. Designated website support.
 - 2.10.1.2. Designated file exchange support.
 - 2.10.1.3. Designated records change support.
- 2.10.2. Any changes to these roles must be reported to the Department no later than ten (10) days from the change.

2.11. Mandatory Questions

- 2.11.1. In response to this solicitation, Vendors must respond to the Mandatory Questions (listed in Subparagraph 2.11.1.1.) in Appendix D, Technical Response to Questions.
 - 2.11.1.1. Mandatory Questions:

Q1 Describe your organization’s ability to provide the services required in Paragraph 2.1.1., Required Reports. Describe and provide sample copies of all required reports. Include identification of the source(s) of data your organization intends to access in fulfillment of required

services, and indicate the extent of the data available for both New Hampshire and interstate child support cases.

- Q2** Describe in detail your organization's process for: (a) accepting Department reports on a monthly basis, or on a more frequent basis, if requested by the Department; and (b) updating an obligor's credit reporting information as a result of such reports and producing an acknowledgment. Include the extent to which your organization will distribute required credit reporting information to other agencies and/or other companies. Describe the process used to resolve disputed credit reporting.
- Q3** Complete Appendix G, Draft Acceptance Test Plan Proposal. Describe in detail your organization's ability to fulfill the requirements specified in Subsection 2.2., Web Portal Services. Include images or screen shots of the web portal components with which Department staff would interact to access the information described in Paragraph 2.1.1., Required Reports. Complete Appendix H, IT Requirements Workbook.
- Q4** Describe in detail the continuing education and/or training your organization intends to provide to the Department. Include samples of training material applicable to your organization's proposed Web Portal.
- Q5** Provide your proposed staffing plan. Include an organizational chart, resumes for filled positions, and job descriptions for any vacant positions. Specify any specialized staff education, training, skills, and/or experience.

2.12. Finance

- 2.12.1. The selected Vendor must complete Appendix E, Rate Sheet. This is not a low cost award.
- 2.12.2. The selected Vendor must submit monthly invoices using a form satisfactory to the Department, which identifies and requests reimbursement for authorized expenses incurred. The selected Vendor must ensure invoices are completed, dated, and submitted to the Department to initiate payment.

Remainder of this page intentionally left blank.

3. SOLICITATION RESPONSE EVALUATION

3.1. Overview

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. Vendors are advised that this is not a low cost award and that the scoring of the Cost Proposal will be combined with the scoring of the Technical Response to determine the overall highest scoring Vendor.

| TECHNICAL RESPONSE | POSSIBLE SCORE |
|--|-------------------|
| Required Reports (Q1) | 200 Points |
| Acceptance of Department Reports (Q2) | 200 Points |
| Draft Acceptance Test Plan Proposal and Web Portal Access (Q3) | 180 Points |
| Training (Q4) | 70 Points |
| Staffing (Q5) | 50 Points |
| Technical Response – Total Possible Score | 700 Points |

| COST PROPOSAL | POSSIBLE SCORE |
|---|-------------------|
| Rate Sheet (Appendix E) | 300 Points |
| Cost Proposal – Total Possible Score | 300 Points |

| | |
|-------------------------------|--------------------|
| MAXIMUM POSSIBLE SCORE | 1000 Points |
|-------------------------------|--------------------|

3.2. Preliminary Scoring of Technical Responses

The Department will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a Vendor fail to achieve 350 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:** The Vendor must propose rates for locate services and for full credit profile reports. The total proposed cost per State Fiscal Year (SFY; July 1 through June 30) will be utilized in the below formula.
- 3.3.1.2. Vendors should assume three thousand (3,000) requests per SFY for locate services; this is an estimate based on anticipated volume for the purpose of calculating a cost per SFY, as indicated in Appendix E, Rate Sheet.

3.3.1.3. Full credit profile reports rarely are needed by the Department, and vendors should assume ten (10) full credit profile reports per SFY, as indicated in Appendix E, Rate Sheet.

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

Vendor's Cost Score = (Lowest Total Proposed Cost per SFY / Vendor's Total Proposed Cost per SFY) x Maximum Number of Points for Vendor Cost.

For example:

Vendor A proposes \$100 per SFY

Vendor B proposes \$200 per SFY

Maximum Number of Points for Vendor Cost = 300 points.

Vendor A Vendor Cost per SFY

= (\$100 / \$100) x 300

= 300 total points for Vendor A

Vendor B Vendor Cost per SFY

= (\$100 / \$200) x 300

= 150 total points for Vendor B

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

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

4. SOLICITATION RESPONSE PROCESS

4.1. Questions and Answers

4.1.1. Vendors' Questions

4.1.1.1. All questions about this Solicitation, including, but not limited to, requests for clarification, additional information, or any changes to the Solicitation, must be made in writing by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.

4.1.1.2. The Department will not acknowledge receipt of questions.

4.1.1.3. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

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

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

4.1.2. **Department Responses**

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

4.1.3. **Exceptions**

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

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

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

4.2. **Solicitation Amendment**

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

5. **SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS**

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

5.1.1. The subject line must include the following information:

RFP-2024-DES-05-CREDI (email xx of xx).

- 5.2. The maximum size of file attachments per email is 25 MB. Submissions with file attachments exceeding 25 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, the selected Vendor will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encourage to provide a vendor code number in the Appendix C if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>
- 6.3.3. **Appendix D, Technical Response to Questions**
- 6.3.4. **Appendix G, Draft Acceptance Test Plan Proposal**
- 6.3.5. **Appendix H, IT Requirements Workbook**
- 6.3.6. **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, Rate Sheet** – Vendors must complete Appendix E, Rate Sheet. This is not a low cost award.

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

The Vendor's required signature on 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 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:
 - 7.8.6.1. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;

- 7.8.6.2. The Department is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
- 7.8.6.3. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

7.9. Electronic Posting of Solicitation Results and Resulting Contract

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

7.10. Non-Commitment

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

7.11. Liability

By submitting a response to this solicitation, the Vendor agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by a Vendor in the 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 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 must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

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

8.2.1. Site visits.

8.2.2. File reviews.

8.2.3. Staff training.

8.3. Records

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

8.3.1.1. 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.

8.3.2. During the term of the resulting 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 resulting contract for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor as costs hereunder the Department shall retain the right, at its

discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor.

8.4. Credits and Copyright Ownership

- 8.4.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the resulting Contract 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 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 rates and in conducting their programs and activities.
- 8.5.2. Vendors are required to complete Appendix B, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their solicitation response. This is in accordance with Federal civil rights laws and intended to help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible solicitation response.
- 8.5.3. If awarded a contract, the selected Vendor will be:
 - 8.5.3.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and

- 8.5.3.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, as made available by the Department.

8.6. Background Checks

- 8.6.1. The selected Vendor must conduct criminal background checks, at its own expense, and not utilize any End Users to fulfill the obligations of the resulting contract who have been convicted of any crime of dishonesty, including, but not limited to, criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The selected Vendor must agree to initiate a criminal background check reinvestigation of all employees, volunteers, interns, and subcontractors assigned to the resulting contract every five (5) years. The five (5) year period will be based on the date of the last criminal background check conducted by the selected Vendor.
- 8.6.2. The selected Vendor must promote and maintain an awareness of the importance of securing the State's information among the selected Vendor's End Users. The selected Vendor's End Users shall not be permitted to handle, access, view, store, or discuss Confidential Data until an attestation is received by the selected Vendor that all selected Vendor End Users associated with fulfilling the obligations of the resulting contract are, based on criteria provided herein, eligible to participate in work associated with the resulting contract.

8.7. Confidential Data

- 8.7.1. The selected Vendor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit E, DHHS Information Security Requirements.
- 8.7.2. The selected Vendor must ensure any staff and/or volunteers involved in delivering services through the resulting contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Exhibit E. The selected Vendor must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor must provide attestations upon Department request.
- 8.7.3. Upon request, the selected Vendor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the selected Vendor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 8.7.3.1. How PII is gathered and stored;
 - 8.7.3.2. Who will have access to PII;
 - 8.7.3.3. How PII will be used in the system;
 - 8.7.3.4. How individual consent will be achieved and revoked; and

8.7.3.5. Privacy practices.

8.7.4. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

8.8. Department Owned Devices, Systems and Network Usage

8.8.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, the selected Vendor must:

8.8.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

8.8.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

8.8.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

8.8.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

8.8.1.5. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

8.8.1.6. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

8.8.1.7. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

8.8.1.8. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed

without advance notice, the selected Vendor agrees to notify the Department's Information Security Office or designee immediately.

8.9. Contract End-of-Life Transition Services

8.9.1. General Requirements

- 8.9.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor to the Department and, if applicable, the selected Vendor engaged by the Department to assume the Services previously performed by the selected Vendor for this section the new selected Vendor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 8.9.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 8.9.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 8.9.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 8.9.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

8.9.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit E: *DHHS Information Security Requirements*.

8.9.2. Completion of Transition Services

8.9.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

8.9.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit E: *DHHS Information Security Requirements*.

8.9.3. Disagreement over Transition Services Results

8.9.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

8.10. Audit Requirements

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

8.10.1.1. 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.

8.10.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

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

8.10.2. 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.

- 8.10.3. If Condition B or Condition C exists, the selected Vendor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 8.10.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the selected Vendor is high-risk.
- 8.10.5. In addition to, and not in any way in limitation of obligations of the resulting Contract, it is understood and agreed by the selected Vendor that the selected Vendor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract 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, P-37 and Standard Exhibits (informational only; do not complete)**
- 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, Rate Sheet**
- 9.6. Appendix F, Credit Reporting File Layout Description**
- 9.7. Appendix G, Draft Acceptance Test Plan Proposal**
- 9.8. Appendix H, IT Requirements Workbook**