



State of New Hampshire  
Department of Health and Human Services

**REQUEST FOR PROPOSALS**

FOR

Access and Visitation

RFP-2024-DES-06-ACCES

RELEASE DATE: March 6, 2024

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**1. PURPOSE AND OVERVIEW**

**1.1. Introduction**

The Department of Health and Human Services, Division of Economic Stability (“Department”) is publishing this Request for Proposals (RFP) for the provision of access and visitation services or products to support and facilitate non-primary residential parents with access to and visitation with their children. Qualified vendors must have the ability to provide services or products for one (1) or more of the following areas:

- Mediation.
- Visitation Enforcement.
- Development of Parenting Plans.
- Counseling.
- Parent Education.
- Case Management.
- Development of Guidelines for Visitation and Alternative Custody Arrangements.

Qualified Vendors include the following only: courts, public agencies, and non-profit private entities. **For-profit entities are not eligible to receive Access and Visitation Grant Funds.**

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 and is subject to change. Agreements are contingent upon the availability of funds, and/or approval by the Governor and Executive Council.

<b>Contract Effective Date</b>	<b>Upon Governor and Executive Council approval.</b>	
<b>Contract End Date</b>	<b>9/30/2025</b>	
<b>Renewal Options</b>	The Department may extend contracted services for up to four (4) additional years.	
<b>Funding for the resulting contract is anticipated to be approximately:</b>	\$109,646	
<b>Funding Source</b>	The Department anticipates using Federal funds for resulting contract	
	Assistance Listing #	93.597

	Award Name	Grants to States for Access and Visitation Programs
<b>Match Requirements</b>	See Section 2.3. Finance	
<b>Point of Contact</b>	Sara Kelly, Business Administrator IV Sara.J.Kelly@dhhs.nh.gov 603-271-9546	
<p>From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.</p>		

### 1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	3/6/2024
2.	Letter of Intent Submission Deadline (optional)	3/13/2024
3.	Questions Submission Deadline	3/15/2024 <b>12:00 PM - Noon</b>
4.	Department Response to Questions Published	3/22/2024
5.	Vendor Solicitation Response Due Date	3/29/2024 <b>12:00 PM - Noon</b>

### 1.4. Background

#### 1.4.1. New Hampshire Department of Health and Human Services, Bureau of Child Support Services

1.4.1.1. The Bureau of Child Support Services (BCSS) program encourages responsible parenting, family self-sufficiency and child well-being by locating parents, establishing paternity, and establishing, modifying, and enforcing child support and medical support orders.

1.4.1.2. BCSS oversees the Access and Visitation program, which was authorized by Congress through the passage of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. The overall goal of the program is to assist states with establishing and administering programs that support and facilitate non-primary residential parents of minor children, (also referred to as the Non-

custodial Parent and is the parent who does not have primary residential responsibility of the child and who may have a legal obligation (referred to as an obligor) to pay child support) with access to and visitation with their children.

- 1.4.1.3. For 25 years, the BCSS has been awarded the federal grant for the access and visitation program as described in [42 USC 669b: Grants to States for access and visitation programs \(house.gov\)](#) that provides services to parents and that addresses parental rights and responsibilities. The services have historically provided mediation and visitation enforcement to pro se, unwed parents whose children are receiving public assistance or are potentially at risk of becoming eligible for public assistance. The goal of the program is to increase cooperative behavior and provide contact between non-primary residential parents and their children to benefit the psychological, developmental, and financial support of the children.

#### 1.4.2. Objective

BCSS is committed to using access and visitation funding to implement programs that focus on improving the well-being of children by increasing positive interactions between parents with non-primary residential responsibilities and their children. Access and visitation service programs provide opportunities for access and visitation service providers to forge coalitions and partnerships with local resources. The services provided by the selected Vendor will align with BCSS objectives that include seeking opportunities to improve program operations that positively contribute to increased compliance with court orders for child support and medical support.

#### 1.4.3. Covered Populations

New Hampshire residents who are in dispute regarding their parental rights and responsibilities and who do not have primary residential responsibilities for their minor children. Preference is given to pro se individuals who do not have legal representation, unwed parents whose children are receiving public assistance from the Department or are potentially at risk of becoming eligible for public assistance.

### 1.5. Request for Proposal Terminology

**Counseling** – Includes, but is not limited to, services provided by mental health professionals to help parents work through their interpersonal conflicts by focusing on the best interest of the child(ren) and the importance of co-parenting. Desired results include reduced parental conflict, increased access to his or her children by the non-primary residential parent, and an improvement in co-parenting relationships.

**Development of Parenting Plan** – Includes, but is not limited to, the development of a formal or informal agreement designed to support balanced parenting time that will result in positive relationships between parents and their children including an increase in time the parents spend with their children.

**Mediation** – Includes, but is not limited to, court-connected or community-based services involving professionals (certified or trained as family mediators) who meet with both parents

to resolve parenting disputes and to encourage the development of mutually-agreed upon parenting plans.

**Neutral Drop-Off/Pick-Up** – A safe, neutral, environment for the exchange of a child from one parent to another.

**Non-primary Residential Parent** – Parent with whom the children of the parties do not primarily reside.

**Non-primary Residential Responsibilities** – Responsibilities of the parent with whom the children of the parties do not primarily reside.

**Parenting Coordinators** – Trained professionals used by the court to conduct visitation enforcement activities.

**Parent Education** – Includes, but is not limited to, classes that help parents develop healthy co-parenting skills and relationships to reduce parental conflict and to understand the benefits of shared parenting and parenting time agreements, as well as to obtain information on court procedures involved in visitation and custody orders.

**Primary Residential Parent** – Parent with whom the children of the parties primarily reside.

**Primary Residential Responsibilities** – Responsibilities of the parent with whom the children of the parties primarily reside.

**Supervised Visitation** – Monitored, therapeutic, and supervised services that are ordered by the court for a non-primary residential parent who would otherwise be denied access to his or her child to ensure the safety of the visited child.

**Visitation Enforcement** – Includes, but is not limited to, services designed to monitor and resolve disputes pertaining to parental compliance of a parenting plan agreement or visitation order and to resolve disputes involving parental noncompliance.

## **2. STATEMENT OF WORK**

### **2.1. Scope of Services**

- 2.1.1. The selected Vendor must provide one or more of the access and visitation services or products that include:
  - 2.1.1.1. Mediation services.
  - 2.1.1.2. Visitation enforcement services.
  - 2.1.1.3. Parenting Plan development.
  - 2.1.1.4. Counseling services.
  - 2.1.1.5. Parent education services and/or materials.
  - 2.1.1.6. Case management services.
  - 2.1.1.7. Development of Guidelines for Visitation and Alternative Parenting Plans and products that may include but are not limited to promotional or educational materials that further the goals of the access and visitation program.

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- 2.1.2. The selected Vendor must provide services or products that can be utilized either in-person or virtual methods which may include, but not be limited to virtual meetings, online, or telephonically.
- 2.1.3. The selected Vendor(s) must provide access and visitation services that:
- 2.1.3.1. Increase positive interactions between parents who do not have primary residential responsibility and their children; and
- 2.1.3.2. Support compliance with court orders for child support and medical support.
- Q1** *What is your experience working with pro se, unwed parents whose children are receiving public assistance or are potentially at risk of becoming eligible for public assistance?*
- Q2** *Provide your proposed plan, and experience if applicable, to deliver the access and visitation services described in this Request for Proposal. Include your service area, proposed service(s) or product(s) and the proposed number of clients served, and how you will make services and information available in a nontraditional or virtual environment, if applicable.*
- 2.1.4. The selected Vendor must make referrals to, and collaborate with, community-based services, as appropriate.
- 2.1.5. The selected Vendor must have effective domestic violence protocols to ensure the safety of all participants.
- 2.1.6. If the selected Vendor providing supervised visitation, which includes but is not limited to, monitored, therapeutic, and supervised services that are ordered by the court or a non-primary residential parent who would otherwise be denied access to his or her child to ensure the safety of the visited child or neutral drop-off/pick-up services, which are considered as a safe, neutral, environment for the exchange of a child from one parent to another, and must have safety protocols that follow, at a minimum, the Safety and Security guidelines published by the New Hampshire Family Visitation and Access Cooperative (<http://www.nhvisitationcoop.org>).
- 2.1.7. If the selected Vendor provides services through the courts, the selected Vendor must follow Circuit Court Domestic violence protocols.
- Q3** *Describe your domestic violence protocols and the source of these protocols, in detail. If the selected Vendor is providing supervised visitation services, include a copy of all domestic violence screening forms and questionnaires that will be completed by individuals utilizing your services.*
- Q4** *What is your staffing plan for providing the services in this Request for Proposals? Provide a detailed staffing plan in Appendix E – Program Staff List that clearly demonstrates roles and responsibilities, including an organizational chart. Include resumes for filled positions and job descriptions for vacant positions.*
- 2.1.8. The selected Vendor must identify one (1) staff person as the primary staff person to serve as the BCSS point of contact and one (1) staff person as an

alternate point of contact. These individuals must ensure all required reporting is timely, complete, and will respond to any BCSS staff inquiries.

2.1.9. The selected Vendor must conduct all monitoring, evaluation and reporting of access and visitation programs in compliance with the regulations under 45 Code of Federal Regulation 303.109.

2.1.10. The Selected Vendor must implement techniques to monitor the quality of services delivered.

**Q5** *How will you evaluate the effectiveness of the services or products provided to ensure continuous quality improvement?*

2.1.11. The selected Vendor's must have a Project Coordinator that will have contact with the BCSS Access and Visitation Coordinator at least once per quarter for the duration of the contract to discuss reporting, required performance measures, program successes, areas for improvement, and plans for services for the upcoming quarter and remainder of the contract.

## 2.2. Reporting

2.2.1. The selected Vendor(s) must submit a quarterly report in a format approved by BCSS, and as defined under the terms of the Access and Visitation Grant, which includes demographics, numeric data, narrative information, and updates on performance measures.

2.2.1.1. Numeric data includes, but is not limited to number of:

2.2.1.1.1. Court orders for child support among individuals served.

2.2.1.1.2. Parents served.

2.2.1.1.3. Parents ordered to pay child support who are in compliance with the order.

2.2.1.1.4. Non-Primary residential parents who gained increased parenting time with children.

2.2.1.2. Narrative information includes, but is not limited to:

2.2.1.2.1. Sources of referrals to the services provided.

2.2.1.2.2. Referrals provided to community agencies, state agencies or others.

2.2.1.3. Updates on performance measures, which include the following:

2.2.1.3.1. Supporting compliance with parenting plans.

2.2.1.3.2. Increased positive interactions between parents with non-primary residential responsibilities and their children.

2.2.1.3.3. Supporting compliance with child support court orders.

2.2.1.4. List of activities completed, or products created, and any performance measures outlining the effectiveness of your product.

2.2.1.5. The selected Vendor must notify BCSS if there is nothing to report in a quarter.



- 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. Finance**

- 2.3.1. Funding is anticipated to be available for the resulting contract as follows:

<b>Budget Period</b>	<b>Funding Amount</b>
Budget Period 1: 6/1/24* – 9/30/24	\$46,146**
Budget Period 2: 7/1/24-6/30/25	\$51,000
Budget Period 3: 7/1/25-9/30/25	\$12,500
<b>TOTAL</b>	<b>\$109,646</b>
<p><b>* Anticipated to be 6/1/24 or upon Governor and Council approval.</b>  <b>** Funding for Budget Period 1 expires 9/30/24, as those are tied to grant funding that expires at end of the Federal Fiscal Year (FFY).</b></p>	

- 2.3.2. Funds are anticipated to be available as identified above with the ability to adjust encumbrances, if needed and justified.
- 2.3.3. Payment for services will be made monthly based on the approved budgets, which will be included in the resulting contract. The selected Vendor will be required to submit budgets for Department approval upon notification of award.
- 2.3.4. 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.
- 2.3.5. **Match Requirements**
- 2.3.5.1. The selected Vendor will be required to provide in-kind cost share contributions totaling at least ten percent (10%) of the Total Program Expenditures, which consist of the program costs funded by DHHS with federal grant funds and the selected Vendor’s in-kind cost share contributions.
- 2.3.5.2. The formula to determine the amount of Total Program Expenditures is the amount of the resulting contract award amount divided by (.90). For example, if the award amount to be funded by DHHS with federal grant funds is \$100,000, divide this amount by (.90), resulting in a Total Program Expenditure of \$111,111. The Vendor’s in-kind cost share contribution amount required would be a minimum of \$11,111.

**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. Vendor(s) 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.

<b>TECHNICAL RESPONSE</b>	<b>POSSIBLE SCORE</b>
Experience (Q1)	150 Points
Proposed Plan (Q2)	150 Points
Domestic Violence Protocols (Q3)	150 Points
Staffing (Q4) (Appendix E – Program Staff List)	150 Points
Quality Control/Effectiveness (Q5)	150 Points
<b>Technical Response – Total Possible Score</b>	<b>750 Points</b>

<b>COST PROPOSAL</b>	<b>POSSIBLE SCORE</b>
<b>Vendor Budget Narrative Evaluation (See Section 3.3., below)</b>	50 Points
<b>Vendor Cost (See formula below)</b>	200 Points
<b>Cost Proposal – Total Possible Score</b>	<b>250 Points</b>

<b>MAXIMUM POSSIBLE SCORE</b>	<b>1000 Points</b>
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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 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. Scoring of Cost Proposals**

- 3.3.1. Vendor Budget Narrative Evaluation: The Vendor(s) must:
- 3.3.1.1. Complete Appendix F, Budget Sheet, including the Budget Narrative and Salary Breakdown for each Budget Period as specified in Paragraph 2.3.1. above.
  - 3.3.1.2. Provide a Budget Narrative that explains the specific line-item costs included in the Appendix F, Budget Sheet, and their direct relationship

to meeting the objectives of this RFP. The Budget Sheet, Narrative and Salary Breakdown (Appendix F) will be scored based on the following criteria:

0-16	17-32	33-50
Relationship of costs relative to the proposed services is not understood.	Relationship of costs relative to the proposed services is somewhat understood.	Relationship of costs relative to the proposed services is fully understood.
Costs do not directly align with objectives, requirements, and/or proposed services of the RFP.	Costs somewhat align with objectives and proposed services of the RFP.	Costs fully and directly align with objectives and proposed services of the RFP.

3.3.2. **Vendor Total Cost:** 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 the purpose of use of this formula, the lowest proposed cost is defined as the lowest total cost proposed in Appendix F, Budget Sheet by a Vendor that has not been disqualified.

*\*For example:*

*Vendor A proposes \$100,000*

*Vendor B proposes \$200,000*

*Maximum Number of Points for Vendor Cost = 200 points.*

*Vendor B Vendor Cost*

$$= (\$100,000/\$200,000) \times 200 = 100 \text{ total points.}$$

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

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

## 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.

### 4.2.3. Exceptions

- 4.2.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3. Vendors may

not request exceptions to the Scope of Services or any other sections of this Solicitation.

- 4.2.3.2. The Department will review requested exceptions and accept, reject, or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.
- 4.2.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered. **In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.**

#### 4.3. Solicitation Amendment

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

### 5. SOLICITATION RESPONSE SUBMISSION 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-06-ACCES (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(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 encouraged to provide a vendor code number in the Appendix B if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>

6.3.3. **Appendix D – Vendor Technical Response to Mandatory Questions**

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

6.3.5. **Appendix E – Program Staff List**

**6.4. Cost Proposal Contents**

6.4.1. **Appendix F – Budget Sheet** – Vendor(s) must complete an Appendix F, Budget Sheet, including the Budget Narrative column, and Salary Breakdown for each Budget Period, as specified in Subsection 2.3.1., above. This is not a low cost award.

**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 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(s), all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor(s), 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 complete a contract monitoring questionnaire, to be provided by the Department, to determine risk of noncompliance and appropriate monitoring activities, including, but not limited to:

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

### **8.3. Records**

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

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

8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

- 8.3.2. During the term of the resulting contract) 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.

- 8.3.3. All records and documentation relating to the Contract must be maintained by the selected Vendor for a period of five (5) full years from the date of final payment.

8.3.3.1. These records and documents are subject to audit by the Department or the Office of Child Support Services (OCSS).

- 8.3.3.2. The records must be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

#### **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 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(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. Operation of Facilities: Compliance with Laws and Regulations**

- 8.6.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders, and regulations of federal, state, county, and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency and must be in conformance with local building and zoning codes, by-laws, and regulations.

## **8.7. Background Checks**

- 8.7.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:
  - 8.7.1.1. 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;
  - 8.7.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
  - 8.7.1.3. 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.

## **8.8. Confidential Data**

- 8.8.1. The selected Vendor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit.
- 8.8.2. The selected Vendor) must ensure any individuals 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 Information Security Requirements Exhibit. 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.

- 8.8.3. 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:
- 8.8.3.1. How PII is gathered and stored;
  - 8.8.3.2. Who will have access to PII;
  - 8.8.3.3. How PII will be used in the system;
  - 8.8.3.4. How individual consent will be achieved and revoked; and
  - 8.8.3.5. Privacy practices.
- 8.8.4. 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.

## **8.9. 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 selected Vendor 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 the 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 the Department's Information Security Requirements Exhibit.
- 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 the Department's Information Security Requirements Exhibit.
- 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](mailto: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 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 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 – 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 – Program Staff List**
- 9.6. Appendix F – Budget Sheet**