



State of New Hampshire
Department of Health and Human Services

Request for Applications

For

Cold Weather Programs

RFA-2028-DBH-01-COLDW

Release Date: 9/21/2026



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Request For Applications

1. Purpose And Overview

1.1 Introduction

The New Hampshire Department of Health and Human Services, Division for Behavioral Health ("Department") is seeking responses to this Request for Applications (Solicitation) from qualified Vendors to provide cold weather programming that helps reduce the harmful impacts of homelessness during the winter and cold weather months, including temporary shelters, hotel stays, transportation to other housing options, and other services or assistance that mitigate the adverse effects of cold weather conditions and support the wellbeing of individuals and families experiencing homelessness.

The Department anticipates awarding multiple contracts, one (1) contract per county in New Hampshire to the Vendor with the highest score per county. Vendors may apply to provide services in one (1) or more counties. If the Vendor applies to provide services in more than one (1) county, the Vendor must submit a separate application for each county. Each application must be inclusive of the entire county and may include multiple strategies and providers. New Hampshire counties include Belknap County, Carroll County, Cheshire County, Coos County, Grafton County, Hillsborough County, Merrimack County, Rockingham County, Strafford County, and Sullivan County.

Qualified Vendors must have experience engaging with and providing services to individuals who are experiencing homelessness.

1.2 Key Information

The information listed below is as anticipated by the Department and is subject to change. Agreements are contingent upon the availability of funds and approval by the Governor and Executive Council.

1.2.1 Contract Effective Date: 7/1/2027

1.2.2 Contract End Date: 6/30/2029

1.2.3 Renewal Options: The Department may extend agreement for up to four (4) additional years.

1.2.4 The Department anticipates funding multiple awards not to exceed \$1,920,000 inclusive of all contracts. Funding will be allocated by county as specified in Section 2.3, below.

1.2.5 Funding Source

The Department anticipates using **General funds** for resulting Agreements.

Assistance Listing Number (ALN): Not applicable

Award Name: Not applicable

1.2.6 Match Requirements: Not applicable



- 1.2.7 Point of Contact:
Shannon Judd, Senior Contract Specialist
Shannon.Y.Judd@dhhs.nh.gov

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.

Interested Vendors must read this entire Solicitation and submit the required documents in the specified manner. Vendors are responsible for reviewing the most updated information related to this Solicitation before submitting responses.

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.

- 1.3.1 Solicitation release date: **9/21/2026**
1.3.2 Letter of Intent Submission Deadline (optional) **9/28/2026**
1.3.3 Vendor Questions Submission Deadline: **10/5/2026, 12:00 Noon**
1.3.4 Department responses to questions Published: **10/19/2026**
1.3.5 Vendor Solicitation Response Due Date: **11/2/2026, 12:00 Noon**

1.4 Background

- 1.4.1 New Hampshire Department of Health and Human Services, Bureau of Housing Services

1.4.1.1 The Department is responsible for promoting the health, safety, and well-being of the citizens of New Hampshire. To achieve that goal, the Department provides services for children, families, individuals, and seniors in areas such as mental health, developmental disabilities, substance abuse, and public health. The Department does this work through partnerships with families, community groups, providers, other state and local entities, and New Hampshire citizens.

1.4.1.2 The Bureau of Homeless Services assists with connecting individuals and families who are currently experiencing homelessness or are at risk of becoming homeless with emergency sheltering and ongoing housing support and services.

1.4.2 Objective

The Department will provide funding to Vendors to assist with mitigating the negative outcomes of homelessness in New Hampshire's 10 counties during



the winter and cold weather months, which is defined for the purposes of this Solicitation as approximately October 1 through April 30 per state fiscal year. Funds are to be used to assist with the operation of a county-wide cold weather program. Program services may include temporary shelters, hotel stays, transportation to other housing options, or other services that meet the needs of the county served. Funds are targeted for a winter-specific response and are not to support year-round emergency shelters. All towns/municipalities within the county served must have the opportunity to access the funds.

1.4.3 Covered Populations for this Solicitation are individuals and families who:

1.4.3.1 Are experiencing unsheltered homelessness in New Hampshire;

1.4.3.2 Are in need of shelter during the winter and cold weather months; and

1.4.3.3 Meet the criteria of "Literally Homeless", as defined by the U.S. Department of Housing and Urban Development (HUD) [Four Categories of the Homeless Definition, Category 1, Literally Homeless \(§ 578.3\)](#), as follows:

1.4.3.3.1 Has a primary night-time residence that is a public or private place not meant for human habitation; or

1.4.3.3.2 Is living in a publicly or privately operated shelter designated to provide temporary living arrangements, including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs; or

1.4.3.3.3 Is exiting an institution where they have resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

2. Statement of Work

2.1 Scope of Services - See Appendix A – Scope of Services.

2.2 Mandatory Questions

2.2.1 In response to this Solicitation, Vendor(s) must respond to the Mandatory Questions below, utilizing Appendix E Technical Responses to Mandatory Questions. Any collaborating organization must be designated as a subcontractor in solicitation response, also subject to the terms of Appendix B, P-37 General Provisions and Standard Exhibits.

Q1 – Experience – Describe your experience engaging with and providing services and programming that mitigate the adverse effects of cold weather conditions to individuals who are experiencing homelessness during winter and cold-weather months, including utilizing temporary shelters, hotel and/or other housing options to meet community needs. Include how your prior work involved coordinating with



municipalities across the county to ensure community needs were understood and addressed. If applicable, include experience providing a cold-weather shelter.

Q2 – Knowledge – Describe your knowledge of the county and population needs for services within the county for which you are applying. Include your organization’s familiarity with services for individuals experiencing homelessness and data supporting the identified county’s need(s), citing what report was used and how the data was obtained.

Q3 – Collaboration – Describe your approach to collaborating with municipalities, related providers, and other stakeholders within the proposed county as indicated in Appendix A - Scope of Services, Section 1.5. Include a description of:

- Your organization’s work with the above-mentioned entities across the entire county to ensure that local community needs are identified, understood, and incorporated into your shelter response strategy.
- The ways in which services will complement and support municipal efforts to assist individuals and families in need, including the ways your organization’s proposed services will strengthen local capacity and avoid duplicating existing community resources.

Q4 – Capacity – Describe your organization’s capacity to provide a county-wide cold weather program for individuals and families experiencing homelessness, including coordinating with relevant service providers to ensure safe, effective, and supportive delivery of shelter, hotel placements, and other cold weather solutions. Provide your organization’s staffing plan within Appendix F – Program Staff List, including:

- An organizational chart including the number of full-time equivalent (FTE) staff. If a position is not currently filled, explain if recruitment and onboarding time is required and how that will impact your organization’s capacity.
- Description of qualifications, curriculum vitae/resumes, and/or credentials for key personnel.
- Any specialized staff training completed relevant to providing services in this Solicitation.

2.3 Finance

2.3.1 Funding is calculated by county utilizing a base rate plus the preliminary number of Point in Time (PIT) counts, as reported, in each county in New Hampshire for those experiencing unsheltered homelessness from the January 2025 PIT count. The Base and PIT allocations are as follows:

County	2025 Unsheltered	% of Total	Base	+PIT Allocation	Total (for entire contract term)
Belknap	50	8%	\$ 95,522	\$ 76,418	\$ 171,940
Carroll	46	7%	\$ 95,522	\$ 66,865	\$ 162,387

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Cheshire	24	4%	\$ 95,522	\$ 38,209	\$ 133,731
Coos	0	0%	\$ 95,522	\$ -	\$ 95,522
Grafton	36	6%	\$ 95,522	\$ 57,313	\$ 152,835
Hillsborough	255	39%	\$ 95,522	\$ 372,544	\$ 468,066
Merrimack	77	12%	\$ 95,522	\$ 114,626	\$ 210,148
Rockingham	24	4%	\$ 95,522	\$ 38,209	\$ 133,731
Strafford	119	18%	\$ 95,522	\$ 171,940	\$ 267,462
Sullivan	21	3%	\$ 95,522	\$ 28,656	\$ 124,178
Statewide Total	652	100%	\$ 955,220	\$ 964,780	\$ 1,920,000

2.3.2 Payment for services will be made on a monthly basis based on approved budgets, which will be included in the resulting contracts. Selected Vendors will be required to submit budgets for Department approval upon notification of award.

2.3.3 The selected Vendor must complete and submit monthly invoices using a form satisfactory to the Department to initiate and request payment in accordance with the terms of the resulting contract.

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3. Solicitation Response Evaluation

- 3.1 The Department will evaluate responses from Vendors based upon the criteria and standards contained in this Solicitation and by applying the points as set forth below, which will be used to determine the overall highest scoring Vendor for each county. Vendors are advised that this is not a low-cost award.

Technical Response	Possible Score
Q1 – Experience	200 Points
Q2 - Knowledge	200 Points
Q3 – Collaboration	400 Points
Q4 - Capacity	200 Points
Technical Response – Total Possible Score	1000 Points

3.2 Scoring the Technical Proposals

3.2.1 Vendor Technical Responses will be scored based on the following criteria:

Question 1	0-40 Points	41-80 Points	81-120 Points	121-160 Points	161-200 Points
Experience	Vendor's response provides minimal or no detail. Information is unclear, incomplete, or does not demonstrate experience providing the services outlined in the Solicitation.	Vendor's response lacks detail to sufficiently demonstrate experience providing the services outlined in the Solicitation.	Vendor's response provides some detail and briefly describes the Vendor's experience providing the services outlined in the Solicitation.	Vendor's response provides comprehensive detail and clearly demonstrates a strong experience providing the services outlined in the Solicitation.	Vendor's response provides extensive detail and demonstrates significant, long-standing experience providing the services outlined in the Solicitation.
Question 2	0-40 Points	41-80 Points	81-120 Points	121-160 Points	161-200 Points
Knowledge	Vendor's response does not demonstrate the knowledge needed to provide the	Vendor's response lacks detail to sufficiently demonstrate the knowledge needed to	Vendor's response provides some information and detail to demonstrate the knowledge	Vendor's response provides comprehensive detail and clearly demonstrates	Vendor's response provides extensive detail and demonstrates significant



	services outlined in this Solicitation.	provide the services outlined in this Solicitation.	needed to provide the services outlined in this Solicitation.	the knowledge needed to provide the services outlined in this Solicitation.	knowledge needed to provide the services outlined in this Solicitation.
Question 3	0-80 Points	81-160 Points	161-240 Points	241-320 Points	321-400 Points
Collaboration	Vendor's response provides minimal or no detail regarding collaboration approaches and plans to prevent supplantation of services are not addressed or are missing and show no alignment with the expectations of the Solicitation.	Vendor's Collaboration approaches and plans to prevent supplantation of services are acknowledged at a basic level, but the response lacks sufficient explanation of key components. Elements included are insufficient to clearly demonstrate alignment with the expectations of the Solicitation.	Vendor's response presents core elements; however, specificity, supporting evidence, and information related to collaboration approaches and plans to prevent supplantation of services are inconsistent and do not fully align with the expectations of the Solicitation.	Vendor's response provides comprehensive detail and outlines clear collaboration approaches and plans to prevent supplantation of services, that demonstrate thoughtful alignment with the expectations of the Solicitation.	Vendor's response provides extensive, exceptionally detailed, innovative collaboration approaches and plans to prevent supplantation of services. The response demonstrates strong alignment with the Solicitation, presenting exemplary strategies for collaboration.
Question 4	0-40 Points	41-80 Points	81-120 Points	121-160 Points	161-200 Points
Capacity	Vendor's response and staffing plan does not demonstrate capacity to meet the expectations of the Solicitation.	Vendor's response and staffing plan demonstrate limited capacity to meet the expectations of the Solicitation.	Vendor's response and staffing plan demonstrate adequate capacity to meet the expectations of the Solicitation.	Vendor's response and staffing plan demonstrate strong capacity to meet the expectations of the Solicitation.	Vendor's response and staffing plan demonstrate robust, well-supported capacity to meet the expectations of the Solicitation.

3.3 Rights of the Department in Evaluating Solicitation Responses



- 3.3.1 The Department reserves the right, at its sole discretion, to:
 - 3.3.1.1 Consider information provided in the Vendor's Transmittal Letter and/or from the Vendor's references in evaluating solicitation responses;
 - 3.3.1.2 Make independent investigations in evaluating Solicitation responses;
 - 3.3.1.3 Request additional information to clarify elements of a proposal;
 - 3.3.1.4 Waive minor or immaterial deviations from the Solicitation and contract requirements, if determined to be in the best interest of the State;
 - 3.3.1.5 Omit any planned evaluation steps if, in the Department's view, the step is not needed;
 - 3.3.1.6 Reject any and all Solicitation responses in whole or in part at any time; and
 - 3.3.1.7 Open contract discussions with the second highest scoring vendor and so on, if the Department is unable to reach an agreement on contract terms with the highest scoring vendor(s).

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 addenda published to amend this Solicitation.
- 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 as specified in Appendix D, Transmittal Letter and Vendor Information.

Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this Solicitation before submitting a response.

4.2 Solicitation Amendment

- 4.2.1 The Department reserves the right to amend this Solicitation by publishing any addenda, as it deems appropriate, on the [Department's website](#) prior to the Submission Deadline on its own initiative or in response to issues raised through Vendor Questions submitted by the date specified in Subsection 1.3, Procurement Timetable. In the event that an addendum is published, the Department, at its sole discretion, may extend the Submission Deadline.

4.3 Questions and Answers

- 4.3.1 Vendors' Questions



- 4.3.1.1 All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be submitted to the Contract Specialist identified in Subsection 1.2 via email only, using the [Solicitation Question Submission Form](#). Vendors must cite the specific page number, section, and document to which the question pertains. The Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.3.1.2 The Department reserves the right to not accept questions submitted with incomplete information or without using the Solicitation Question Submission Form. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood or statements that are not questions will not receive a response.
- 4.3.1.3 Questions must be received by the Department using the Solicitation Question Submission Form by the Vendor Questions Submission Deadline specified in Subsection 1.3, Procurement Timetable.
- 4.3.2 Department Responses
 - 4.3.2.1 The Department intends to issue responses to properly submitted questions by the date specified in Subsection 1.3, Procurement Timetable. This date may be subject to change at the Department's discretion. All oral answers given are non-binding. Written answers to questions received will be posted on the [Department's website](#). This date may be subject to change at the Department's discretion.
- 4.3.3 Exceptions
 - 4.3.3.1 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 B. To the extent that a Vendor believes that exceptions to Appendix B will be necessary for the Vendor to enter into a contract, the Vendor must request those exceptions by the Vendor Questions Submission Deadline in Subsection 1.3, Procurement Timetable. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.
 - 4.3.3.2 The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.
 - 4.3.3.3 Any exceptions to the standard form contract and exhibits that are not raised by a Vendor by the Vendor Questions Submission Deadline 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.

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:

RFA-2028-DBH-01-COLDW (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 offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation Response requirements if it is deemed to be in the best interest of the Department.

5.5 Late submissions 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 Appendix A - Scope of Services, unless an allowance for partial scope is specifically described in Section 2, above.

6.2 Technical Response Contents

Each Technical Response must contain the following, in the order described in this section:

6.2.1 Appendix C - Culturally and Linguistically Appropriate Services (CLAS) Requirements

6.2.2 Appendix D – Transmittal Letter and Vendor Information, including:

6.2.2.1 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 (DAS) upon registering as an authorized vendor with the State. Vendors are strongly encouraged to provide a vendor code number in Appendix D if available. More information can be found at [DAS](#).

6.2.3 Appendix E– Technical Responses to Mandatory Questions



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- 6.2.4 Appendix F – Program Staff List
 - 6.2.5 Resumes – Vendors must provide resumes for key personnel primarily responsible for meeting the terms and conditions of any agreement resulting from this Solicitation. Vendors must redact all personal information from resumes.
 - 6.2.6 If applicable, copy of your organization’s Federally Negotiated Indirect Cost Rate Agreement (NICRA).
7. Additional Terms and Requirements
- 7.1 Non-Collusion

Vendors must establish prices, terms, conditions, and services in their Solicitation Response 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 B, P-37 General Provisions and Standard Exhibits.
 - 7.3 Conflict of Interest

Vendors must disclose any actual or potential conflicts of interest in providing the services requested in this Solicitation in Appendix D: Transmittal Letter and Vendor Information. The selected Vendor must immediately notify the Department in writing of all actual or potential conflicts of interest during the period of the contract resulting from this Solicitation.
 - 7.4 Validity of Solicitation Responses

Solicitation responses must be valid until the Effective Date of any resulting contract.
 - 7.5 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.
 - 7.6 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.
 - 7.7 Solicitation Response Withdrawal

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

7.8 Confidentiality

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.

7.9 Public Disclosure

7.9.1 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](#).

7.9.2 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."

7.9.3 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.

7.9.4 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.



- 7.9.5 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.
- 7.9.6 By submitting a response to this Solicitation, Vendors acknowledge and agree that:
- 7.9.6.1 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;
 - 7.9.6.2 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
 - 7.9.6.3 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.

7.10 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 Solicitation Response Cost

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 Presentations and Discussions

The Department reserves the right to require some or all Vendors to make presentations of their Solicitation response. The purpose of the 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 presentations. The Department will use the information gained from presentations to refine the technical review scores. Any and all costs associated with a presentation shall be borne entirely by the Vendor.

7.14 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.

7.15 Successful Vendor Notice and Contract Negotiations

The Department will only notify selected Vendor(s) of selection. The Department will not notify Vendor(s) that are not initially selected to enter into contract negotiations.

Until the Department successfully completes negotiations with the selected, highest scoring Vendor for services in each county, all submitted Solicitation responses remain eligible for selection by the Department. The Department reserves the right to open contract discussions with the second highest scoring vendors for each county, and so on; if the Department is unable to reach an agreement on contract terms with the highest scoring vendor(s).

7.16 Scope of Award and Contract Award Notice

7.16.1 The Department reserves the right to award a service in whole or in part. A contract award is contingent on approval by the Governor and Executive Council and continued appropriation of funding for the contract.

7.16.2 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.

7.17 Contract Registration Requirements

Prior to submission of any agreement for Governor and Executive Council for approval, the selected Vendor(s) must be:

7.17.1 Registered and in good standing with the [New Hampshire Department of State](#) per RSA 5:18-a.

7.17.2 Registered with the [New Hampshire Department of Administrative Services](#) and have a Vendor Code in order to receive payment.



7.17.3 Registered and in good standing with the New Hampshire Department of Justice Charitable Trust Unit if the organization meets the definition of [Charitable Organization](#) per RSA 7:21.

7.18 Electronic Posting of Solicitation Results and Resulting Contract

7.18.1 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.

7.18.2 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.

7.19 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.

7.20 Contingency

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

7.21 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.

7.22 Liquidated Damages

The selected Vendor(s) 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 comply with all 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 Culturally and Linguistically Appropriate Services

8.3.1 Vendors are required to consider the need for language services for individuals with Limited English Proficiency (LEP) 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.

8.3.2 Vendors are required to complete Appendix C, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their Solicitation response. This is in accordance with Federal civil rights laws and intended to help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible Solicitation response.

8.3.3 If awarded a contract, the selected Vendor(s) will be required to submit:

8.3.3.1 A detailed description of the language assistance services, within ten (10) days of the Effective Date of the resulting agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are



deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

- 8.3.3.2 A written attestation, within 45 days of the Effective Date of the resulting agreement and annually thereafter, that all personnel involved the provision of services to individuals under the resulting agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the [Department's website](#).
- 8.3.3.3 The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the resulting agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the [Department's website](#).

8.4 Audit Requirements

- 8.4.1 The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.4.1.1 Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 8.4.1.2 Condition B - The Contractor is subject to audit pursuant to the requirements of New Hampshire RSA 7:28, III-b.
 - 8.4.1.3 Condition C - The Contractor is a public company and required by Securities and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.4.2 If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.4.3 The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 8.4.4 If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4.5 The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
- 8.4.6 In addition to, and not in limitation of, any other obligations under the resulting contract(s), the selected Vendor(s) shall be liable for any state or federal audit exceptions. The selected Vendor(s) shall return to the Department any



payments made under the resulting contract(s) that are disallowed or subject to exception, within sixty (60) days following final determination of the exception, including the conclusion of any applicable appeals process.



- 9. Appendices to this Solicitation
 - 9.1 Appendix A – Scope of Services
 - 9.2 Appendix B – Form P-37 General Provisions and Standard Exhibits
 - 9.3 Appendix C – Culturally and Linguistically Appropriate Services (CLAS) Requirements
 - 9.4 Appendix D – Transmittal Letter and Vendor Information
 - 9.5 Appendix E – Technical Responses to Mandatory Questions
 - 9.6 Appendix F – Program Staff List