



State of New Hampshire
Department of Health and Human Services

Request for Proposals

For

Medicaid Medication Risk Reduction Initiative

RFP-2027-DMS-01-MEDIC

Release Date: 9/29/2026



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Request For Proposals

1. Purpose And Overview

1.1 Introduction

The New Hampshire Department of Health and Human Services, Division of Medicaid Services("Department") is seeking responses to this Request for Proposals ("Solicitation" or "RFP") from qualified Vendors to establish a statewide Medicaid Medication Risk Reduction Initiative (MMRRI) led by New Hampshire licensed clinical pharmacists to reduce the prevalence of, and prevent, Medication-Related Problems ("MRPs"), Adverse Drug Events ("ADEs"), polypharmacy, over-prescribing, behavioral health related medication risks, and opioid related medication risks of New Hampshire Medicaid beneficiaries.

Qualified Vendors must:

- Possess a minimum of three (3) years' experience with similar work, including analyzing pharmacy encounter and claims data to conduct comprehensive medication reviews and issuing medication safety reports;
- Have a technology solution to analyze Medicaid pharmacy encounters and claims data to create the comprehensive medication list;
- Provide Clinical Pharmacists who have experience in completing comprehensive medication reviews ("CMR"), advanced medication safety analytics, and creating MSRs to support, in partnership with, the Medicaid beneficiary provider's clinically appropriate changes to the Medicaid beneficiary's plan of care;
- Have experience in successfully integrating pharmacy claims and encounter data into technology solutions with algorithms capable of identifying opportunities to reduce the prevalence of, and prevent, MRPs, ADEs, polypharmacy, over-prescribing, behavioral health related medication risks, and opioid related medication risks. A key competency is to translate pharmacy claims and encounter data into actionable recommendations the Medicaid beneficiary's provider and Medicaid Managed Care Organization ("MCO") can take to reduce the prevalence of, and prevent, MRPs, ADEs, polypharmacy, over-prescribing, behavioral health related medication risks, and opioid related medication risks;
- Ensure the services and processing of information are based in the United States and compliant with all applicable privacy, confidentiality and security laws, rules, and regulations;
- Partner and effectively communicate with medical providers, community pharmacists, and MCOs to support improved clinical practices and outcomes for the Medicaid beneficiary;
- Communicate and distribute MSRs to Medicaid beneficiaries and their providers and MCOs in a format compatible with the provider's or MCO's IT systems (e.g., integration into electronic health records systems); and



- Close care gaps, help collect medication information, improve medication adherence, reduce hospital admissions and enable value-based care inclusive of utilizing modern technologies and clinical recommendations from the Vendor's Clinical Pharmacists.

The Department anticipates awarding one (1) contract for the services in this Solicitation. This is a federally funded contract and must follow all applicable federal requirements, including 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

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: 1/1/2027

1.2.2 Contract End Date: 12/31/2029

1.2.3 Renewal Options: The Department may extend the agreement through September 30, 2031.

1.2.4 Funding for the resulting contract(s) is anticipated to be approximately: \$33,553,391. Vendors are advised this is not a low-cost award; however, costs will be scored as specified in Section 3.4 below.

1.2.5 Funding Source

The Department anticipates using **Federal funds** for resulting grant agreement(s).

Assistance Listing Number (ALN): 93.798

Award Name: Rural Health Transformation Program (RHTP)

1.2.6 Match Requirements: N/A

1.2.7 Point of Contact:

Marsha Wade-Mann, Contract Specialist

Marsha.M.WadeMann@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: **9/29/2026**

1.3.2 Letter of Intent Submission Deadline (optional) **10/7/2026**

1.3.3 Vendor Questions Submission Deadline: **10/7/2026 12:00 Noon**

1.3.4 Department responses to questions Published: **10/19/2026**

1.3.5 Vendor Solicitation Response Due Date: **10/28/2026 12:00 Noon**

1.4 Background

1.4.1 The Centers for Medicare & Medicaid Services ("CMS") has established the Rural Health Transformation ("RHT") Program, a competitive federal funding initiative intended to support states and rural communities in strengthening rural health care delivery and access, improving health outcomes, advancing prevention and population health strategies, enhancing care coordination and affordability, and building sustainable rural health system capacity through targeted investments in infrastructure, workforce, and data/technology-enabled improvements.

1.4.2 Through Executive Order 2025-06, Governor Kelly Ayotte established the Governor's Office of New Opportunities and Rural Transformational Health ("GO-NORTH") to deliver the transformational initiatives included in New Hampshire's CMS approved RHT plan.

1.5 Objective

1.5.1 The objective of the MMRRI is to support a healthier population of New Hampshire Medicaid beneficiaries by reducing and preventing the harm from polypharmacy, over prescribing, MRPs, ADEs, opioid medication related risks, and behavioral health medication related risks.

1.5.2 The selected Vendor must employ or contract with New Hampshire licensed advanced clinical pharmacists ("Clinical Pharmacists") to create a center of Clinical Pharmacists who shall conduct comprehensive medication reviews ("CMR") of Medicaid beneficiaries identified as either meeting polypharmacy or over prescribing criteria or at high-risk of a MRP or ADE, including those prescribed opioids or behavioral health medications. Contemporaneous to conducting the CMR the Clinical Pharmacists shall generate a Medication Safety Report ("MSR") with actionable steps the patient and their medical provider can take to address the adverse effects of polypharmacy, over-prescribing, MRPs, ADEs, opioid-related medication risks, or behavioral health related medication risks.

1.6 Community Pharmacist Obligation. Within 60 days of executing a contract, Vendors must have an employment or contractual relationship with New Hampshire licensed pharmacists located in New Hampshire to carry out the comprehensive medication reviews, create medication safety reports, and coordinate with primary care providers.



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. Vendor responses to Mandatory Questions must not exceed a total of 25 pages, excluding attachments and resumes. 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 – Describe in detail how your organization will perform the entire scope of services and achieve all deliverables in Appendix A, Scope of Services, and how your processes will lead to a healthier NH Medicaid population (including dually eligible beneficiaries) with reduced polypharmacy, over-prescribing, ADEs, MRPs, opioid medication related risks, and behavioral health medication related risks. As part of the response, provide a proposed Work Plan including, but not limited to, all proposed activities and/or deliverables, and measurable performance goals or indicators. Include a diagram schematic of work processes and flow chart of activities to fulfil the scope of work.

Q2 – Describe your organization’s prior experience for a similar project.

Q3 – Describe your organization’s experience and knowledge regarding the development and deployment of algorithms and technology solutions to identify polypharmacy, over-prescribing, risks of ADEs, risks of MRPs, opioid medication related risks, and behavioral health medication related risks to support the Clinical Pharmacists to conduct the CMR, interpret the outputs of the algorithms for detecting opportunities to address polypharmacy, over-prescribing, ADEs and MRPs and provide actionable recommendations in the MSR to be taken by the Medicaid beneficiary’s medical provider.

Q4 – Describe your organization’s experience delivering key insights to medical providers to positively influence their prescribing to patients, as well as delivering key information to MCOs, including knowledge of provider prescribing behavior change and understanding of how incentives are most effective for medical provider engagement; exchange of medication claims data from pharmacy benefit managers, MCOs, and health insurance companies, and integrating MSRs into medical provider and MCO technology systems and workflows to promote the efficient and streamlined use of MSRs to reduce polypharmacy, over-prescribing, ADEs, MRPs, opioid medication related risks, and behavioral health medication related risks.

Q5 – Complete Appendix F – Staff List. Describe your organization’s personnel’s ability and capacity to perform the entire scope of services, as outlined in Appendix A of this Solicitation, and include:

- The number of personnel and whether they are employed or contracted, and the time commitment in full-time equivalency (FTE).
- Description of qualifications, curriculum vitae/resumes, and/or credentials for key personnel referenced in Appendix F, Staffing List.
- Any specialized staff training completed relevant to providing services in this solicitation.



- A plan outlining which key personnel will be responsible for each required activity and/or deliverable; and a schedule and timeline for completion of required activities and deliverables
- Any subcontractor roles, as specified in Appendix A.

Q6 – Provide evidence that your proposed solution will guarantee a positive return on investment, no later than the end of Contract Year 3, for the Medicaid Managed Care program in the form of a reduction in total cost of care on a per member/per month (PMPM) basis. Response must include the estimated PMPM savings in each Contract Year through expiration of the Contract, including:

- A clear definition of the PMPM metric you will use (e.g., total cost of care, allowed vs. paid, included/excluded services, carve-outs, risk adjustment, and member-month methodology).
- The guaranteed minimum PMPM reduction (in dollars and percent) and the timeframe for achieving it, including any ramp-up assumptions.
- The contractual mechanism to enforce the guarantee, including financial at-risk terms (e.g., liquidated damages in an amount equivalent to 10% of the yearly contract value, fee at risk) if the PMPM reduction is not achieved.
- An explanation of the causal pathway by which your solution reduces PMPM, including key drivers (e.g., utilization, total drug costs, avoidable ED/inpatient, pharmacy, etc.) and implementation dependencies.
- Supporting evidence from comparable managed care implementations (or the closest available), including:
 - Client/payer name and state (or a redacted description if required);
 - Baseline vs. post-implementation PMPM results;
 - Population characteristics and program design;
 - Evaluation approach (e.g., pre/post with controls, difference-in-differences, actuarial validation); and
 - Independent validation (audits, actuarial certifications, or third-party evaluations).
- Measurement and reconciliation method (data sources, timing, reporting cadence, attribution methodology, and dispute resolution).
- An actuarial attestation from an independent actuary that the guaranteed minimum PMPM reduction is actuarially reasonable.

Q7 – Describe how your organization will partner pharmacists with the patient's medical provider to support the clinical decision-making process of the patient's medical provider to reduce polypharmacy, over-prescribing, MRPs, ADEs, and the medication risks associated with opioid and behavioral health medication prescribing. Include examples and references of prior successful experience.



Q8 – Describe your organization’s experience in (i) successfully engaging with patients to complete a CMR; and (ii) communicating MSRs to patients in a patient friendly/accessible communication.

2.3 Finance

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

Anticipated Timeframes by RHTP Budget Period	Anticipated Funding Amount
RHTP Budget Period 1: G&C Approval - 09/30/27	\$5,000,000
RHTP Budget Period 2: 10/1/27- 09/30/28	\$4,545,391
RHTP Budget Period 3: 10/1/28 - 09/30/29	\$9,504,000
RHTP Budget Period 4: 10/1/29 - 09/30/30	\$9,504,000
RHTP Budget Period 5: 10/1/30 - 09/30/31	\$5,000,000
Total	\$33,553,391

2.3.2 Payment will be made based on the completion of each deliverable as specified in Appendix G – Deliverables Cost Sheet.

2.3.3 The selected Vendor must submit an invoice for each completed deliverable using a form satisfactory to the Department to initiate and request payment in accordance with the terms of the resulting contract.

2.3.4 The selected Vendor’s indirect costs and administrative costs must not exceed 4% of the selected Vendor’s total funding under this Contract, inclusive of any subcontractors, subrecipients or sub-awardees of the selected Vendor. The selected Vendor must track all administrative costs and indirect costs under this Agreement and report such costs to NH-DMS. Administrative costs and indirect costs are defined as set forth in 2 CFR Part 200 Uniform Administrative Requirements, Costs Principles, Audit Requirements for Federal Awards, and CMS RHT program guidance.

2.3.5 The selected Vendor agrees and covenants that the funds will be used solely for an allowable purpose as set forth in the resulting Agreement and as allowed under the CMS Rural Health Transformation Program as authorized by the One Big Beautiful Bill Act (Section 71401 of Public Law 119-21). The selected Vendor must ensure no funds under the resulting Agreement are used for costs that are unallowable, including but not limited to the following:

2.3.5.1 New construction, including supplanting funding for in-process or planned construction projects or directing funding towards new construction builds, which is unallowable.

2.3.5.2 Replacing payment for clinical services that could be reimbursed by insurance, including public and private payers. Payments to clinical services are not allowed if it would duplicate billable services and/or



attempt to change payment amounts of existing fee schedules. If the selected Vendor plans to fund direct health care services, the selected Vendor must provide a written justification to NH-DMS detailing why such services are not already reimbursable, how the payment will fill a gap in care coverage (such as uncompensated care or services not covered by insurance), how such payment will transform the current care delivery model, and receive NH-DMS prior approval.

- 2.3.5.3 Pre-contract effective date costs.
- 2.3.5.4 Meeting any matching requirements for any other federal funds or local entities.
- 2.3.5.5 Services, equipment, or supports that are the legal responsibility of another party under federal, State, or tribal law.
- 2.3.5.6 Goods or services not applicable to the scope of this Agreement.
- 2.3.5.7 Supplanting, or duplicating, existing State, local or private funding of infrastructure or services.
- 2.3.5.8 The cost of independent research and development, including the selected Vendor's proportionate share of indirect costs, see 2 CFR 300.477.
- 2.3.5.9 Purchase of covered telecommunications and video surveillance equipment (see 2 CFR 200.216) as well as financial assistance to households for installation and monthly broadband internet costs.
- 2.3.5.10 Meals, unless in limited circumstances such as (i) subject and patients under study; (ii) where specifically approved as part of the project; (iii) as part of a per diem or subsistence allowance provided in conjunction with allowable travel. For community based meetings, food allowance is an allowable cost.
- 2.3.5.11 Activities prohibited under 2 CFR 200.450 and the HHS Grants Policy Statement, including, but not limited to: (i) payments related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any State government, State legislature, local legislature or legislative body, including but not limited to paying the salary or expenses of any grant Recipient or agent acting for such Recipient for such activity; and (ii) lobbying, but the selected Vendor can lobby at its own expense if the selected Vendor can segregate federal funds from other financial resources used for lobbying to the extent allowed under State law.
- 2.3.5.12 Replacement of HITECH certified electronic health records (EHR) systems.
- 2.3.5.13 Clinician salaries or wage supports for facilities that subject clinicians to non-compete contractual limitations. This applies only



to salaries and wages funded by RHTP through an approved initiative described in the State's approved application.

- 2.3.5.14 Recruiting or retaining clinical workforce to rural areas, without a commitment to serve rural communities for a minimum of five years in accordance with CMS RHT program guidance.
- 2.3.5.15 SSA 2105(c), paragraphs (1), (7), and (9) apply as funding limitations. These limitations are related to general limitations, limitations on payment for abortions, and citizenship documentation requirements for payments made with respect to an individual.
- 2.3.5.16 Any other use of funds deemed impermissible by CMS.

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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(s). Vendors are advised that this is not a low-cost award.

Technical Response	Possible Score
See Scoring the Technical Proposals below	
Q1: Vendor Approach	300
Q2: Capability and Experience	250
Q3: Development and Deployment of Algorithms	400
Q4: Communication and Information Delivery to Medical Providers, MCOs, and Patients	300
Q5: Staffing Plan and Qualifications (Appendix F, Staff List)	400
Q6: Sustainability and Guarantee	350
Q7: Medicaid Provider Partnerships	350
Q8: Communication and Engagement with Patients	350
Technical Response – Total Possible Score	2,700 Points
Cost Proposal	Possible Score
See Scoring the Cost Proposals below	
Vendor Cost	700 Points
Vendor Deliverables Cost Sheet Evaluation	300 Points
Cost Proposal – Total Possible Score	1,000 Points
Maximum Possible Score	3,700 Points

3.2 Preliminary Scoring of Technical Responses

- 3.2.1 The Department will establish an evaluation team. The evaluation team will review the Technical Proposal and provide a preliminary score. Should a Vendor fail to achieve a minimum of 1,600 points during the preliminary scoring, it will receive no further consideration from the evaluation team and



the Vendor's Cost Proposal will remain unopened. Meeting the minimum technical evaluation score does not guarantee an award.

3.3 Scoring the Technical Proposals

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

Question 1	0-100 Points	101-200 Points	201-300 Points
Vendor Approach (300)	Vendor's proposal would lead to small, incremental changes in (i) reducing polypharmacy, over-prescribing, ADEs, MRPs, and opioid or behavioral health medication related risks; and (ii) achieving the outcomes the State committed to the CMS RHTP such as reducing avoidable ED visits and reducing avoidable hospital readmissions.	Vendor's proposal would lead to modest and measurable changes in (i) reducing polypharmacy, over-prescribing, ADEs, MRPs, and opioid or behavioral health medication related risks; and (ii) achieving the outcomes the State committed to the CMS RHTP such as reducing avoidable ED visits and reducing avoidable hospital readmissions.	Vendor's proposal would lead to robust and structural changes in (i) reducing polypharmacy, over-prescribing, ADEs, MRPs, and opioid or behavioral health medication related risks; and (ii) achieving the outcomes the State committed to the CMS RHTP such as reducing avoidable ED visits and reducing avoidable hospital readmissions.
Questions 2	0-83 Points	84-167 Points	168-250 Points
Capability and Experience (250)	Vendor does not demonstrate capability and experience to perform scope of services/meet solicitation requirements.	Vendor somewhat demonstrates capability and experience to perform scope of services/meet solicitation requirements.	Vendor mostly or fully demonstrates capability and experience to perform scope of services/meet solicitation requirements.
Question 3	0-133 Points	134-266 Points	267-400 Points
Development and Deployment of Algorithms	Vendor does not demonstrate development and deployment of	Vendor somewhat demonstrates development and deployment of	Vendor mostly or fully demonstrates development and



(400)	technology solutions to identify polypharmacy, over-prescribing, risks of ADEs, risks of MRPs, opioid medication related risks, and behavioral health medication related risks and Vendor's technology solutions do not demonstrate how the technology solutions will support the Vendor's Clinical Pharmacists to conduct the CMR, interpret the outputs of the algorithms for detecting opportunities to address polypharmacy, over-prescribing, ADEs and MRPs and provide actionable recommendations in the MSR to be taken by the Medicaid beneficiary's medical provider.	technology solutions to identify polypharmacy, over-prescribing, risks of ADEs, risks of MRPs, opioid medication related risks, and behavioral health medication related risks and Vendor's technology solutions somewhat demonstrates how the technology solutions will support the Vendor's Clinical Pharmacists to conduct the CMR, interpret the outputs of the algorithms for detecting opportunities to address polypharmacy, over-prescribing, ADEs and MRPs and provide actionable recommendations in the MSR to be taken by the Medicaid beneficiary's medical provider.	deployment of technology solutions to identify polypharmacy, over-prescribing, risks of ADEs, risks of MRPs, opioid medication related risks, and behavioral health medication related risks and Vendor's technology solutions mostly or fully demonstrates how the technology solutions will support the Vendor's Clinical Pharmacists to conduct the CMR, interpret the outputs of the algorithms for detecting opportunities to address polypharmacy, over-prescribing, ADEs and MRPs and provide actionable recommendations in the MSR to be taken by the Medicaid beneficiary's medical provider.
Question 4	0-100 Points	101-200 Points	201-300 Points
Communication and Information Delivery to	Vendor does not demonstrate effective	Vendor somewhat demonstrates effective	Vendor mostly or fully demonstrates



Medical Providers and MCOs (300)	communication and delivery with Medical Providers and MCOs to perform scope of services/meet solicitation requirements.	communication and delivery with Medical Providers and MCOs to perform scope of services/meet solicitation requirements.	effective communication and delivery with Medical Providers and MCOs to perform scope of services/meet solicitation requirements.
Question 5	0-133 Points	134-266 Points	267-400 Points
Staffing Plan and Qualifications (Appendix F, Staff List) (400)	Vendor Staffing Plan does not demonstrate capacity to perform scope of services/meet solicitation requirements.	Vendor Staffing Plan somewhat demonstrates capacity to perform scope of services/meet solicitation requirements.	Vendor Staffing Plan mostly or fully demonstrates capacity to perform scope of services/meet solicitation requirements.
Question 6	0-116 Points	117-232 Points	233-350 Points
Sustainability and Guarantee (350)	Vendor's guaranteed minimum PMPM reduction and sustainability proposal is not sufficiently supported or plausible and limited or no actuarial evidence is provided.	Vendor's guaranteed minimum PMPM reduction and sustainability proposal is somewhat plausible but without a detailed plan and limited independent actuarial evidence is provided to support the achievement and long-term sustainability of the guaranteed minimum PMPM reduction.	Vendor's guaranteed minimum PMPM reduction and sustainability proposal is clearly plausible and planned in detail and Vendor has provided an actuarial attestation from an independent actuary that the guaranteed minimum PMPM reduction is actuarially reasonable and sustainable beyond the term of the RHTP grant.
Question 7	0-116 Points	117-232 Points	233-350 Points



Medical Provider Partnerships (350)	Vendor does not demonstrate effective partnerships with medical providers to perform scope of services, meet solicitation requirements, and achieve the goals of MMRRI.	Vendor somewhat demonstrates effective partnerships with medical providers to perform scope of services, meet solicitation requirements, and achieve the goals of MMRRI.	Vendor mostly or fully demonstrates effective partnerships with medical providers to perform scope of services, meet solicitation requirements, and achieve the goals of MMRRI.
Question 8	0-116 Points	117-232 Points	233-350 Points
Communication and Engagement with Patients (350)	Vendor does not demonstrate effective communication and delivery with Medicaid beneficiaries to perform scope of services/meet solicitation requirements.	Vendor somewhat demonstrates effective communication and delivery with Medicaid beneficiaries to perform scope of services/meet solicitation requirements.	Vendor mostly or fully demonstrates effective communication and delivery with Medicaid beneficiaries to perform scope of services/meet solicitation requirements.

3.4 Scoring the Cost Proposals

3.4.1 Vendor Deliverables Cost Sheet Evaluation: Vendors must complete Appendix G, Cost Sheet. The Cost Sheet will be scored based on the following criteria.

0-100 Points	101-200 Points	201-300 Points
Relationship of deliverable costs relative to the proposed services is not understood. Costs are not reasonable and do not align with the estimated level of effort for the objectives, requirements, and/or proposed services of the RFP. Proposed costs	Relationship of deliverable costs relative to the proposed services is somewhat understood. Costs are somewhat reasonable and somewhat align with the estimated level of effort for the objectives and proposed services of the RFP. Proposed costs relative to	Relationship of deliverable costs relative to the proposed services is mostly or fully understood. Costs are reasonable and mostly or fully align directly with the estimated level of effort for the objectives and proposed services of



relative to the proposed services and anticipated PMPM reduction cost savings do not represent value.	the proposed services and anticipated PMPM reduction cost savings represent a moderate value.	the RFP. Proposed costs relative to the proposed services and anticipated PMPM reduction cost savings represent substantial value.
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3.4.2 Vendor Total Cost: The following formula will be used to assign points for Vendor Proposed Cost:

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

Example:

- Vendor A proposed \$100,000
- Vendor B proposed \$200,000
- Maximum Number of Points for Vendor Cost = 700 points.

Vendor B Cost Score: (\$100,000/\$200,000) x 700 = 350 Points

For the purpose of this formula, the lowest proposed cost is defined as the lowest total cost proposed in Appendix G, Cost Sheet, by a Vendor that has not been disqualified and received the minimum allowable points during preliminary scoring of technical responses as specified above. Fractions of points will be rounded up to the nearest whole number of points.

3.5 Rights of the Department in Evaluating Solicitation Responses

3.5.1 The Department reserves the right, at its sole discretion, to:

- 3.5.1.1 Consider information provided in the Vendor's Transmittal Letter and/or from the Vendor's references in evaluating solicitation responses;
- 3.5.1.2 Make independent investigations in evaluating Solicitation responses;
- 3.5.1.3 Request additional information to clarify elements of a proposal;
- 3.5.1.4 Waive minor or immaterial deviations from the Solicitation and contract requirements, if determined to be in the best interest of the State;
- 3.5.1.5 Omit any planned evaluation steps if, in the Department's view, the step is not needed;
- 3.5.1.6 Reject any and all Solicitation responses in whole or in part at any time; and
- 3.5.1.7 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. 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:

RFP-2027-DMS-01-MEDIC (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.

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

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

- 6.3.3 Appendix E– Technical Responses to Mandatory Questions

- 6.3.4 Appendix F – Program Staff List

- 6.3.5 Appendix H – Application Requirements

- 6.3.6 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.

- 6.4 Cost Proposal Contents

- 6.4.1 Appendix G, Deliverables Cost Sheet – Vendors must complete Appendix G, Deliverables Cost Sheet.

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 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 Vendors 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 Vendor(s), 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 vendor and so on, if the Department is unable to reach an agreement on contract terms with the higher 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 [NH Department of State](#) per RSA 5:18-a.

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

7.17.3 Registered and in good standing with the NH 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 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



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- 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
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- 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 NH 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
- 9.7 Appendix G – Deliverables Cost Sheet
- 9.8 Appendix H – Application Requirements