



State of New Hampshire Department of Health and Human Services

REQUEST FOR PROPOSALS RFP-2017-DCSS-02-REVIE

FOR

Review of Child Support Guidelines

July 22, 2016



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1. INTRODUCTION

1.1. Purpose and Overview

The State of New Hampshire, acting through the Department of Health and Human Services/Division of Child Support Services (hereinafter "Department"), is soliciting proposals from responsible and qualified Bidders to perform the quadrennial review of New Hampshire's Child Support Guidelines (hereinafter "Guidelines"), and provide consulting services which includes, but are not limited to, testifying before legislative committees.

The Department is mandated under RSA 458-C:6 to review the Guidelines not less than once every 4 years in order to determine whether application of such guidelines results in the determination of appropriate child support award amounts. The statute provides that the review shall meet the requirements of 42 U.S.C. section 667, which mandates that guidelines "shall be reviewed at least once every 4 years to ensure that their application results in the determination of appropriate child support award amounts." Additionally, Title 45 CFR 302.56(h) provides that, as part of the review of a State's guidelines, "a State must consider economic data on the cost of raising children and analyze case data, gathered through sampling or other methods, on the application of, and deviations from, the guidelines. The analysis of the data must be used in the State's review of the guidelines to ensure that deviations from the guidelines are limited."

Since RSA 458-C:6 neither specifies the methodology to be used in the review nor the form or final product of the review the Department seeks sealed bid proposals from responsible and qualified Bidders that detail all activities and elements of work, all methodologies and analyses the Bidder deems necessary to conduct a guidelines review that meets the requirements of RSA 458-C:6, 42 U.S.C. 667, and 45 CFR 302.56. The Department's intent is to secure a vendor who will conduct a thorough, fair and impartial review of the Guidelines.

The selected vendor shall not be an employee of the Department, nor employ an employee of the Department and shall demonstrate its ability to provide the required services as a fair and impartial third party with the resources and expertise to research and conduct the Guidelines review. The successful vendor will produce as a contract deliverable a final written report that details the scope and specifics of the completed review along with its findings and recommendations. The Department, in accordance with RSA 458-C:6, shall present the final written report "to the president of the senate, the speaker of the house of representatives, and the governor."

Implementation of the contracted services shall commence on the Governor and Executive Council approval date and shall continue until the Department accepts the final Child Support Guidelines Review Report, except that a qualified representative of the Contractor shall be available to testify before legislative committees (including subcommittees) for up to 8 hours, approximately 4 hours in the House and 4 hours in the Senate, during the first full legislative session after delivery of the Child Support Guidelines Review Report.



1.2. Request for Proposal Terminology

Conflict of Interest – A situation, circumstance, or financial interest which has the potential to cause a private interest to directly or indirectly affect, influence, or interfere with the proper exercise or performance of any duty or task required pursuant to this RFP.

DCSS – New Hampshire Division of Child Support Services

DHHS – Department of Health and Human Services

IV-D – Title IV-D of the Social Security Act; the federal law that provides the authority for DCSS to provide child support services.

RFP – Request for Proposals. A Request for Proposals means an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-a and RSA 21-I:22-b.

1.3. Contract Period

The Department's intent is to secure the Contractor's services through the first full legislative session after Contractor delivery and Department acceptance of the final Child Support Guidelines Review Report. Therefore, the Contract resulting from this RFP will be effective upon Governor and Executive Council approval through June 30, 2018. The Department may extend contracted services for up to six (6) additional months, subject to continued availability of funds, satisfactory vendor performance, and Governor and Executive Council approval.

The Department reserves the right to renegotiate the terms and conditions of the contract in the event applicable local, state, or federal law, regulations or policy are altered from those existing at the time of the contract in order to be in continuous compliance therewith.

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2. BACKGROUND AND REQUIRED SERVICES

2.1. New Hampshire DHHS Division of Child Support Services

The New Hampshire Department of Health and Human Services is authorized under RSA 161:2, XIV to establish, direct and maintain a program of child support based upon Title IV-D of the Social Security Act as amended. The Division of Child Support Services was established as New Hampshire's IV-D Agency.

The use of guidelines for the calculation of child support obligations is a IV-D mandate and the Guidelines are codified at RSA Chapter 458-C:1-7. The Guidelines were enacted into law in 1988 (HB 1128) and were modeled on the "Income Shares" model, one of three federally approved basic child support calculation models used by child support agencies in order to be in compliance with the federal mandate to establish presumptive child support guidelines. The central tenet of the Income Shares model is that a child should receive the same proportion of parental income that he or she would have received if the parents were an intact family.

In December 2004, the New Hampshire Commission to Study Child Support Issues and Related Custody Issues (known as the HB 310 Commission) issued a Final Report which included an assessment of New Hampshire's then-existing Guidelines. This Report served as the required four year guidelines review. The Report included a finding that the application of NH's then-existing Guidelines could result in "unfair and inappropriate" child support amounts. The Commission suggested several remedies to address this perceived deficiency, including the need for an economic analysis as part of a review of the Guidelines.

For the 2008 review, DCSS sought a vendor "with advanced technical expertise in the field of economics to review and provide an unbiased, reliable economic analysis of the Guidelines for the purpose of ensuring that the application of those guidelines results in the determination of appropriate child support award amounts." DCSS contracted with the University of New Hampshire (UNH) Cooperative Extension to perform the 2008 Review. UNH Cooperative Extension released their 2009 New Hampshire Child Support Guidelines Review and Recommendations on March 20, 2009. The report contained six recommendations for legislative changes to New Hampshire's Guidelines. Of the six, three were subsequently legislatively enacted, although not in exact accordance with the recommendations.

In 2010, HB 1193 addressed one recommendation, eliminating the cost cap on child care expense deductions allowed under the Guidelines and amending the definition of allowable child care expenses by adding the phrase "and includes necessary work related education and training costs" to the term "actual work-related expenses for the children to whom the order applies."

Also in 2010, a second recommendation for legislative change was addressed through HB 1216, which amended the definition of "self-support reserve" by increasing the amount from 100% to 115% of the federal poverty guidelines.



The third recommendation for legislative change was in 2012 through HB 597, which amended the Guidelines by replacing the flat percentage formula (25% of net income for one child, 33% for two children, etc.) with an income share formula that has a declining percentage of income to be applied to child support as net income increases. (The UNH Cooperative Extension Report had recognized that although New Hampshire identified its model to be Income Shares, it more reflected a Percentage of Income model.) The new child support formula became effective on July 1, 2013.

DCSS seeks a Contractor to conduct the first Guidelines review since the 2013 formula change. The vendor shall complete the review, mandated by federal and state authority, and produce a final written report as to its findings and recommendations.

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3. STATEMENT OF WORK

Bidders must address every section of Section 3 Statement of Work in the Bidder's Proposal, even though certain sections may not be scored, and must provide written answers to the questions contained herein.

3.1. Scope of Services

3.1.1. Required Services – Project Deliverables

- 3.1.1.1. The Contractor shall conduct and complete a thorough, fair and impartial review of the Guidelines established at RSA 458-C to determine whether application of such guidelines "results in the determination of appropriate child support award amounts" [RSA Chapter 458-C:6 and Title 45 CFR 302.56(e)]. As part of the review, the Contractor must "consider economic data on the cost of raising children and analyze case data, gathered through sampling or other methods, on the application of, and deviations from, the guidelines. The analysis of the data must be used in the State's review of the guidelines to ensure that deviations from the guidelines are limited." [45 CFR 302.56(h)].
 - 3.1.1.2. On or before May 15, 2017, the Contractor shall prepare, and submit to the Department, a thorough, fair and impartial written document entitled, "Child Support Guidelines Review Report," that details the scope and specifics of the completed review along with its findings and recommendations. The Department shall review the document and provide the Contractor with the Department's analysis, questions, concerns and suggested revisions, if any. The Contractor shall address the Department's review, make revisions to the document and finalize it for Department approval within thirty (30) days after the Department has provided its analysis, questions, concerns and suggested revisions.
 - 3.1.1.3. During the period of July 1, 2017 through June 30, 2018, the Contractor shall make available a qualified, fair and impartial representative to testify before NH legislative committees (including subcommittees) for up to eight (8) hours, approximately four (4) hours in the NH House of Representatives and four (4) hours in the NH Senate, during the first full legislative session following delivery of the Child Support Guidelines Review Report. The legislative testimony shall include an overall oral summary/presentation as to the details, specifics, findings and any recommendations of the completed review. The qualified representative shall also address any questions, comments and/or concerns raised by any committee members.
- Q1.** *Describe the Bidder's ability and capacity to conduct and complete the mandated review described in subsection 3.1.1.1. and to develop the required report specified in subsection 3.1.1.2. Bidders are encouraged to provide hyperlinks to or hardcopy samples of up to two similar reports developed by the Bidder in the past five (5) years. Bidders must explicitly address their ability to impartially complete this project.*
- Q2.** *Describe the Bidder's ability and capacity to effectively and impartially testify, in support of this or a similar project, before the New Hampshire Legislature.*



3.1.2. Data Sources

- 3.1.2.1. The Contractor shall identify all sources of data the Contractor shall research in order to meet the service requirements described in subsection 3.1. Scope of Services. The Contractor shall be responsible for acquiring all such data. The data sources to be used shall be subject to the Department's approval.
- 3.1.2.2. The Contractor shall identify the potential limitations, constraints, or other factors that might assist in the interpretation of the data or affect the reliability or sensitivity of the data, and develop a plan to mitigate such limitations, constraints or other factors as is necessary to ensure the Department's confidence that the selected data sufficiently supports the Contractor's fair and impartial recommendations.
- Q3. Bidders must identify and describe the sources of data the Bidder proposes to research in order to meet the requirements described in subsection 3.1. Scope of Services, and briefly describe how the Bidder will use the data to meet the requirements of subsection 3.1.2. and how the use of the data will ensure a fair and impartial report outcome.*

3.1.3. Research Methodology

- 3.1.3.1. The Contractor shall utilize effective research methodologies, including the techniques of quantitative analysis, to develop thorough, fair and impartial findings and recommendations for the review of Guidelines.
- Q4. Describe the research methodologies the Bidder proposes to use to meet the service requirements in subsection 3.1.3.1. and how these methodologies will result in thorough, fair and impartial findings and recommendations sufficiently prepared to sustain legislative inquiry or challenge.*

3.1.4. Detailed Work Plan

- 3.1.4.1. The Contractor shall provide a detailed work plan outlining target dates for all project Deliverables, including at minimum, suggested progress milestones and any dependencies thereof.
- Q5. Bidders must provide a draft work plan that reflects the Bidder's understanding of the Scope of Work specified in subsection 3.1. and effectively illustrates the Bidder's capacity to successfully complete the project deliverables on schedule.*

3.2. Staffing

3.2.1. Experience and Capacity

- 3.2.1.1. The Contractor shall provide staff to perform and fulfill the contracted services described herein. All such staff shall have demonstrated experience in the performance of child support guidelines reviews as mandated by 42 U.S.C. 667 and 45 CFR 302.56, and/or demonstrated experience with similar projects. The Contractor shall ensure that staff have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement.
- 3.2.1.2. The Contractor shall replace any staff assigned to fulfill the requirements described herein in the event originally assigned staff become unavailable to provide such services during the course of the project.



- 3.2.1.3. Underlying the goal of obtaining a thorough, fair and impartial review of the Guidelines, the Contractor shall not assign staff to fulfill contract requirements for whom the Contractor has identified a conflict of interest in the subject matter without the Contractor first disclosing the conflict to the Department in writing and obtaining the prior written consent of the Department to permit the assignment. To ensure potential conflicts of interest are promptly identified, the Contractor shall utilize the form provided in Appendix G, Conflict of Interest Disclosure Certification, and initiate review and approval with all such employees prior to assignment.
- Q6.** *Describe the Bidder's experience with conducting thorough, fair and impartial reviews of child support guidelines and/or experience with similar projects. Please describe any prior experience, within the past five (5) years, completing projects for any government agency (include the project description and provide contact information for the agency project lead).*
- Q7.** *Provide the Bidder's proposed staffing plan, responsibilities of each staff person, and organizational chart. Please complete Appendix C, Program Staff List. Include resumes and qualifications of each staff member performing key functions identified in this RFP.*
- Q8.** *Has the Bidder ever been awarded a contract to provide services as described in this RFP or a similar service that did not result in the awarding agency's approval or acceptance of the work product? If so, please describe the project, and provide the contact information for the agency project lead.*
- Q9.** *Please provide three client letters of recommendation from past reviews of child support guidelines and/or similar projects.*

3.3. Delegation and Subcontractors

3.3.1. Subcontractor Profile and DHHS Approval

- 3.3.1.1. The Contractor shall identify any and all subcontractors to be utilized in fulfillment of its contractual responsibilities. Prior to assigning any contracted requirements to a subcontractor, the Contractor shall provide the Department a Subcontractor Profile that identifies the subcontractor, describes the subcontractor's background and experience in providing the proposed activities, and discloses any conflicts of interest with the subject matter. The Contractor shall use the same process and forms for the identification of potential conflicts of interest for its subcontractors as is required in this RFP for Contractor staff. The Profile shall also include a general company overview, number of employees, and an organizational chart, if applicable. The Contractor shall obtain the Department's written consent to utilize any subcontractors prior to making any such assignments. The Department reserves the right to accept or reject the use of any subcontractor.
- Q10.** *Submit the Bidder's proposed plans for subcontracting any of the services described herein. Bidder's must include in their proposal any existing sub-contractual agreements, the Subcontractor Profile described in subsection 3.3.1.1., and non-binding Letters of Intent to provide the specific services from all proposed subcontractors.*



3.4. Compliance

3.4.1. Culturally and Linguistically Appropriate Standards

The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.

- 3.4.1.1. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 3.4.1.2. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.
- 3.4.1.3. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 3.4.1.4. Bidders are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 3.4.1.5. Successful applicants will be:
 - a. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council;
 - b. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.



- 3.4.1.6. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
- The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
 - The frequency with which LEP individuals come in contact with the program, activity or service;
 - The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service;
 - The resources available to the organization to provide language assistance.
- 3.4.1.7. **Bidders are required to complete the TWO (2) steps listed in the Appendix D to this RFP, as part of their Proposal.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Bidders' program design, which in turn, will allow Bidders to put forth the best possible Proposal.

For guidance on completing the two steps in Appendix D, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFP, which is posted on the DHHS website. <http://www.dhhs.nh.gov/business/forms.htm>.

3.5. Conflicts of Interest

3.5.1. Disclosure of Conflicts of Interest/Remedies

- 3.5.1.1. Underlying the goal of obtaining a thorough, fair and impartial review of Child Support Guidelines, the Contractor shall identify and disclose to the Department any professional or personal involvement in activities that may signify the existence of a potential bias or conflict of interest in the subject matter. The Contractor shall equally be obligated to disclose such involvement for any personnel or subcontractors the Contractor assigns to perform any of the contracted services. The Contractor shall disclose the activities to the Department in writing within seven calendar days of identifying the involvement utilizing the form provided in Appendix G, Conflict of Interest Disclosure Certification.
- 3.5.1.2. The Department shall review such disclosures to determine, at its sole discretion, whether the involvement or activities present an unacceptable risk for the Department to obtain a thorough, fair and impartial review of the Guidelines. The Department reserves the right, at the Department's sole discretion, to withdraw any previously issued consent for the applicable personnel or subcontractor assigned to perform contracted services. In the event the Department exercises this right, the Contractor's responsibility to fulfill contract requirements shall continue unchanged and without delay.



- 3.5.1.3. If at any time during the Contract Period, the Department determines, at its sole discretion, that the Contractor has a conflict of interest that presents an unacceptable risk for the Department to obtain a thorough, fair and impartial review of the Guidelines, the Department may, at its sole discretion, suspend the provisions of required services until further notice. The Department will provide the Contractor with written notice of the suspension of services. In such event, the Contractor shall immediately cease providing such services until the conflict is resolved to the satisfaction of the Department. If the Department, at its sole discretion, determines the Contractor has not addressed the conflict to the satisfaction of the Department, the Department will initiate contract termination procedures as provided for in Exhibit C-1 under the contract. The Department may also avail itself of all the remedies available to it as described in the contract.
- 3.5.1.4. If at any time during the Contract Period, the Department determines, at its sole discretion, that a disclosure made by the Contractor was or is inaccurate, or that an existing or new conflict of interest was not properly disclosed by the Contractor, the Department may, at its sole discretion, suspend the provisions of required services until further notice. The Department will provide the Contractor with written notice of the suspension of services. In such event, the Contractor shall immediately cease providing such services until the failure to appropriately disclose is resolved to the Department's satisfaction. If the Department, at its sole discretion, determines the Contractor has not addressed the failure to the satisfaction of the Department, and that this failure presents an unacceptable risk for the Department to obtain a thorough, fair and impartial review of the Guidelines, the Department will initiate contract termination procedures as provided for in Exhibit C-1 under the contract. The Department may also avail itself of all the remedies available to it as described in the contract.
- Q11.** *Bidders shall describe the process and monitoring activities the Bidder intends to employ throughout the contract period to ensure the Bidder's compliance with the requirements described in subsection 3.5.*
- Q12.** *In Appendix G, Conflict of Interest Disclosure Certification, Bidders must identify and disclose any conflicts of interest with the subject matter and contract requirements described herein. Bidders must provide a description of the conflict and how the Bidder intends to mitigate any risk to the Department's ability to obtain a thorough, fair and impartial Guidelines review from the Contractor.*



NOTE: The Department reserves its right to conduct its own research of any Bidder responding to this RFP and is not limited to the proposal contents provided by any Bidder for its research. The Department may request additional information from any Bidder in order to determine whether a conflict of interest or a potential conflict of interest exists. Lack of cooperation from a Bidder in response to a Department request is grounds for disqualification of the Bidder. The decision to disqualify a Bidder for lack of cooperation is at the sole discretion of the Department. The Department may also conduct additional research of a selected Bidder (Contractor) after approval of a contract by Governor and Executive Council. Lack of cooperation by a Contractor in response to a Department request concerning information regarding a conflict of interest is grounds, at the Department's sole discretion, to initiate contract termination proceedings as outlined in Exhibit C-1, and to avail itself of all the remedies available to the Department identified in the contract or at law.

The Department, at its sole discretion, may disqualify any Bidder if the Department determines that the Bidder presents an unacceptable risk for the successful fulfillment of the contract requirements described herein.

If, prior to approval of a contract by Governor and Executive Council, the Department determines that any disclosure made, or lack thereof, by a successful Bidder is or was inaccurate or misleading, the Department, at its sole discretion, may disqualify the Bidder. Furthermore, if, after contract approval by Governor and Executive Council, the Department determines that any disclosure made, or lack thereof, by a successful Bidder during the procurement process is or was inaccurate or misleading, the Department, at its sole discretion, may initiate contract termination procedures as identified in Exhibit C-1, or avail itself of any of the remedies available to the Department identified in the Contract or at law.



4. FINANCE

4.1. Financial Standards

- 4.1.1.1. Funds to support the services solicited in this RFP are available from two funding sources, identified as follows:
 - a. 66% Federal Funds from the Administration for Children and Families, Department of Health and Human Services, Child Support Enforcement, CFDA #93.563, and
 - b. 34% General Funds.
- 4.1.1.2. Funds must be used in accordance with the provisions of the CFDA numbers referenced in subsection 4.1.1.1.

4.1.2. Budget

- 4.1.2.1. The Contractor shall provide services under this contract based on an agreed upon Budget. The Budget shall have two distinct components: a component for research and writing of the Guidelines report that shall include a budget specific to these activities, and a fixed hourly consulting rate with a maximum amount for these consulting services. In no event shall the total reimbursement for the Department exceed the agreed upon contract price.

NOTE: Bidders must submit a proposed budget by completing Appendix F, Budget Form. Additionally, the Bidder must submit a Budget Narrative that: includes the allocation method for indirect fixed costs; provides sufficient detailed explanation and justification of the costs contained in the proposed budget; identifies and explains any matching funds proposed by the Bidder; and clearly addresses staff utilization for each component. The Budget Narrative must be provided in sufficient detail to ensure the State can clearly understand the reasonableness of the cost proposal, including but not limited to: the basis for determining individual salaries, benefit raises, rates for supporting professional development, insurance and indirect cost. The Budget Narrative should use the numbered items in the Budget Form to organize the budget justification narrative and ensure clarity. The final, negotiated budget(s) will be formally incorporated into the contract and binding upon the parties; any amendments thereto will require a written agreement by the parties in the form of a contract amendment, which may be subject to Governor and Executive Council approval and at minimum shall be subject to Attorney General approval. In addition to the Budget Form and Budget Narrative, the Bidder must include Appendix E, Program Staff List & Salaries.

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5. PROPOSAL EVALUATION

5.1. Technical Proposal – 300 Points

Required Services - Project Deliverables, Data Sources, and Research Methodology, and Detailed Work Plan (Q1-Q5)	200 Points
Experience and Capacity, Delegation and Subcontractors, and Disclosure of Conflicts of Interest/Remedies (Q6 – Q12)	100 Points

5.2. Cost Proposal – 150 Points

Budget	75 Points
Budget Narrative	75 Points

6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
 Department of Health and Human Services
 John Harrington
 Administrator
 Brown Building
 129 Pleasant St.
 Concord, New Hampshire 03301
 Email: john.harrington@dhhs.nh.gov
 Fax: 603-271-4232
 Phone: 603-271-9620

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

Procurement Timetable		
<i>(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)</i>		
Item	Action	Date
1.	Release RFP	07-22-2016
2.	OPTIONAL Letter of Intent Submission Deadline	08-05-2016
3.	RFP Questions Submission Deadline	08-12-16
4.	DHHS Response to Questions Published	08-17-16
5.	Technical and Cost Bids Submission Deadline	08-29-16 at 2:00 PM EST
6.	Anticipated Selection of Successful Bidder(s)	09-07-16



6.3. Letter of Intent

A Letter of Intent to submit a Proposal in response to this RFP is optional. Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.

The Letter of Intent may be transmitted by e-mail to the Procurement Coordinator identified in Section 6.1, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in Section 6.1.

The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.

The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence.

6.4. Bidders' Questions and Answers

6.4.1. Bidders' Questions

All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Section 6.1.

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

Questions will only be accepted from those Bidders who have submitted a Letter of Intent by the deadline given in Section 6.2, Procurement Timetable. Questions from all other parties will be disregarded. DHHS will not acknowledge receipt of questions.

The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

Questions must be received by DHHS by the deadline given in Section 6.2, Procurement Timetable.



6.4.2. DHHS Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. Written answers to questions asked will be posted on the DHHS Public website (<http://www.dhhs.nh.gov/business/rfp/index.htm>) and sent as a hyperlink in an e-mail to the contact identified in accepted Letters of Intent. This date may be subject to change at DHHS discretion.

6.5. RFP Amendment

DHHS reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

6.6. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in Section 6.1, and marked with **RFP-2017-DCSS-02-REVIE**.

Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

6.7. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

6.8. Non-Collusion

The Bidder's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).



6.10. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.12. Proposal Withdrawal

Prior to the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Section 6.1.

6.13. Public Disclosure

A Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

The content of each Bidder's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.



Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new bid process.

6.15. Liability

By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in Section 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

6.17. Oral Presentations and Discussions

DHHS reserves the right to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.18. Contract Negotiations and Unsuccessful Bidder Notice

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).



In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

6.19. Scope of Award and Contract Award Notice

DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

If a contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.20. Site Visits

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

6.21. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP 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.

6.22. Contingency

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

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

- 7.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.



- 7.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.
- 7.1.1.3. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.
- 7.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Section 6.1.
- 7.1.1.5. Fax or email copies will not be accepted.
- 7.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.

7.1.2. Presentation

- 7.1.2.1. Original copies of Technical and Cost Proposals in separate three-ring binders.
- 7.1.2.2. Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.
- 7.1.2.3. Major sections of the Proposal separated by tabs.
- 7.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.
- 7.1.2.5. Font size of 10 or larger.

7.1.3. Technical Proposal

- 7.1.3.1. Original in 3 ring binder marked as "Original."
- 7.1.3.2. The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."
- 7.1.3.3. 4 copies in bound format marked as "Copy."
- 7.1.3.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
- 7.1.3.5. Front cover labeled with:
 - a. Name of company / organization;
 - b. RFP#; and
 - c. Technical Proposal.

7.1.4. Cost Proposal

- 7.1.4.1. Original in 3 ring binder marked as "Original."
- 7.1.4.2. A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal.
- 7.1.4.3. 3 copies in bound format marked as "Copy."
- 7.1.4.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.



- 7.1.4.5. Front cover labeled with:
 - a. Name of company / organization;
 - b. RFP#; and
 - c. Cost Proposal.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section:
(Each of these components must be separate from the others and uniquely identified with labeled tabs.)

7.2.2. Technical Proposal Contents – Detail

7.2.2.1. Transmittal Cover Letter

The Transmittal Cover Letter must be:

- a. On the Bidding company's letterhead;
- b. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and
- c. Contain the following:
 - i. Identify the submitting organization;
 - ii. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
 - iii. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
 - iv. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;
 - v. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;
 - vi. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
 - vii. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;
 - viii. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in Section 6.2;
 - ix. Date Proposal was submitted; and
 - x. Signature of authorized person.

7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.2.3. Executive Summary

The Bidder shall submit an executive summary to:

- a. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
- b. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;



- c. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and
- d. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.

Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate.

7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

- a. At a minimum respond to:
 - i. General company overview;
 - ii. Ownership and subsidiaries;
 - iii. Company background and primary lines of business;
 - iv. Number of employees;
 - v. Headquarters and Satellite Locations;
 - vi. Current project commitments;
 - vii. Major government and private sector clients; and
 - viii. Mission Statement.
- b. This section must include information on:
 - i. The programs and activities of the organization;
 - ii. The number of people served; and
 - iii. Programmatic accomplishments.
- c. And also include:
 - i. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
 - ii. All strengths that are considered an asset to the program.
- d. The Bidder should demonstrate:
 - i. The length, depth, and applicability of all prior experience in providing the requested services;
 - ii. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

- a. Name, address, telephone number, and website of the customer;



- b. A description of the work performed under each contract;
- c. A description of the nature of the relationship between the Bidder and the customer;
- d. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
- e. Dates of performance.

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

7.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.2.11. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the “Required Attachments” section of the Proposal.

- a. Bidder Information and Declarations: Exceptions to Terms and Conditions, Appendix A.
- b. Program Staff List, Appendix C

7.2.3. Cost Proposal Contents – Detail

7.2.3.1. Cost Bid Requirements

Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance for specific requirements.

7.2.3.2. Statement of Bidder’s Financial Condition



The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

- a. Opinion of Certified Public Accountant
- b. Balance Sheet
- c. Income Statement
- d. Statement of Cash Flow
- e. Statement of Stockholder's Equity of Fund Balance
- f. Complete Financial Notes
- g. Consolidating and Supplemental Financial Schedules

A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

- a. Uncertified financial statements; and
- b. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

- a. Bidder Information and Declarations:
 - i. Exceptions to Terms and Conditions, Appendix A
 - ii. CLAS Requirements, Appendix D



- iii. Program Staff List & Salaries, Appendix E
- iv. Budget Form, Appendix F

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Penalties, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached; Bidder to agree to minimum requirement as set forth in the Appendix B.

8.1.2. Penalties

The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

9. ADDITIONAL INFORMATION

9.1. Appendix A – Exceptions to Terms and Conditions

9.2. Appendix B – Contract Minimum Requirements

9.3. Appendix C – Program Staff List

9.4. Appendix D – CLAS Requirements

9.5. Appendix E – Program Staff List & Salaries

9.6. Appendix F – Budget Form

9.7. Appendix G – Conflict of Interest Disclosure Certification