



**State of New Hampshire
Office of Professional Licensure and Certification**

**REQUEST FOR APPLICATION
RFA-2024-MECHB-01-SEMINA
FOR**

Seminar for Continuing Education for Plumbing and Gas

September 15, 2023

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REQUEST FOR APPLICATIONS

1. Request for Services

1.1. Purpose and Overview

1.1.1. Purpose

This Request for Applications (RFA) is published to solicit applications for the provision of continuing education seminars for Continuing Education Providers who provide continuing education to Plumbers and/or Gasfitters who are licensed to work in the State of New Hampshire.

Qualified vendors must have five (5) years of demonstrated field experience as a licensed plumber and/or gasfitter with a minimum of five (5) years of experience in the art of teaching in either trade.

Qualified vendors who are members of the Mechanical Safety and Licensing Board may apply to provide continuing education seminars. If selected to enter into a contract with the Office of Professional Licensure and Certification (OPLC), the vendor must resign their position of board member for the duration of the resulting contract.

The OPLC anticipates awarding one (1) contract for the services in this RFA.

1.1.2. Overview

The Mechanical Safety and Licensing Board was established under Senate Bill 189-FN in 2013 and combined Mechanical Safety, Plumbing Safety, Voluntary Certification of Water Treatment Technicians and Heating Equipment Installers/Service Personnel. Effective July 1, 2021, the Mechanical Safety and Licensing Board transferred from the Department of Safety to the Office of Professional Licensure and Certification.

The mission of the New Hampshire Office of Professional Licensure and Certification (OPLC) is to create a regulatory environment favorable to workforce opportunities while protecting the public through efficient and economic support to New Hampshire's professional licensing boards.

1.2. Scope of Services

1.2.1. The selected vendor must deliver a series of seminars to Continuing Education Providers, approved by the Mechanical Safety and Licensing Board ("the Board"), who must offer the continuing education seminar material to licensed plumbers and/or gasfitters seeking to maintain current certification and/or licensure to do work in the State of New Hampshire.

1.2.2. The selected vendor must maintain current licensure as a plumber and/or gasfitter in the State of New Hampshire and have demonstrated experience as an educator in the trades, which may include experience as a Train-the-Trainer lead trainer.

- 1.2.3. The selected vendor must work with the OPLC and the Board to develop continuing education curriculum that is specific to updates to national and/or state codes for licensed:
 - 1.2.3.1. Plumbers;
 - 1.2.3.2. Gasfitters; and
 - 1.2.3.3. Plumbers and Gasfitters.
- 1.2.4. The selected vendor must ensure the curricula are delivered in a meaningful manner that ensures all levels of approved continuing education providers can ask questions of the vendor in relation to the material presented in seminar format.
- 1.2.5. The selected vendor must ensure the annual seminar is available in electronic format to all participants in order that:
 - 1.2.5.1. The vendor may make modifications based on new information and/or questions arising from the seminar;
 - 1.2.5.2. Participants can utilize the materials to conduct their own continuing education program;
 - 1.2.5.3. Participants can modify the electronic materials in a non-substantive manner to customize the training materials, as necessary and appropriate.
- 1.2.6. The selected vendor must ensure seminars are delivered at a location that is centrally located in the State of New Hampshire in an area that is compliant with the Americans with Disabilities Act (ADA) standards, ensuring equitable access to services.
- 1.2.7. The selected vendor must conduct a survey at the conclusion of each seminar of participating continuing education providers that measures satisfaction with:
 - 1.2.7.1. Materials presented during the seminar;
 - 1.2.7.2. Vendor delivery of curriculum;
 - 1.2.7.3. Accommodations of training facility.
- 1.2.8. The selected vendor must report to OPLC within 48 hours, the list of CE providers who attended the course and are certified to teach the Continuing Education.
- 1.2.9. The selected vendor must report survey results to the OPLC, annually, no later than 48 hours after the completion of each seminar.
- 1.2.10. The selected vendor must utilize the data points from the surveys to update training materials and/or presentations.
- 1.2.11. The selected vendor must work with licensees, OPLC and the Board to obtain information on what, other than updates to codes, continuing education needs exist in the fields of both the plumbing and gasfitter trades. The selected vendor must:

- 1.2.11.1. Conduct a statewide survey that asks for input on training topics licensees in the field would like in the future;
 - 1.2.11.2. Meet with the OPLC to discuss inspection issues that may be common in certain areas of the state, or statewide;
 - 1.2.11.3. Present findings from the survey and the meetings in 1.2.10.1 and 1.2.10.2, above, in order that the Board can gain insight into training needs, topics and issues, statewide, which would inform future seminar curricula development efforts.
- 1.2.12. Applicants must demonstrate the capacity and performance experience to meet the Scope of Services outlined in this RFA.

1.3. Compensation & Contract Value

- 1.3.1. The OPLC anticipates using Agency Funds for the resulting contract(s). The OPLC may choose to modify the source of funding contingent upon the availability of funds at the time of award.

1.4. Contract Period

- 1.4.1. The Contract(s) resulting from this RFA are anticipated to be effective January 1, 2024 or upon Governor and Executive Council approval, whichever is later, through December 31, 2026.
- 1.4.2. The OPLC may extend contracted services for up to four (4) additional years, contingent upon satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.

1.5. Mandatory Responses to RFA Questions

Vendors must identify the specialty in which they are licensed.

- 1.5.1. **Scoring Applicant Experience** – Maximum score of 15 points.

Question 1 of 4 -- *Describe, in narrative form, your experience in providing services under the license you currently hold, or previously held. Include any specialty services you provided in your area of specialty that qualifies you to conduct seminars for continuing education providers.*

- 1.5.2. **Scoring Applicant Capability** – Maximum score of 30 points.

Question 2 of 4 – Demonstrate, in narrative form, your capability to provide continuing education seminar services to Continuing Education Providers, statewide. Include any specialty classes taken relative to plumbing, gasfitter or both services.

- 1.5.3. **Scoring Applicant Capacity** – Maximum score of 20 Points.

Question 3 of 4 – What is your capacity to provide services described in this RFA? Include your written plan to ensure availability for statewide services.

- 1.5.4. **Scoring Applicant Ability** – Maximum score of 25 Points.

Question 4 of 4 – Demonstrate, in narrative form, your ability to conduct reviews of other professional colleagues in your field without bias.

1.6. Application Evaluation

- 1.6.1. Experience Q1 – 15 Points
1.6.2. Capability Q2 – 30 Points
1.6.3. Capacity Q3 - 20 Points
1.6.4. Ability Q4 – 25 Points

Total Possible Points for Experience & Answers to Questions – 90 Points

1.7. Pricing Proposal

- 1.7.1. Applicant shall submit a price proposal which will be reviewed upon completion of the final technical scoring of Proposals. The Proposer's Price Proposal will be allocated a maximum potential score of 10 points. Proposers are advised that this **is not a low bid award** and that the scoring of the Price Proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Proposer.

- 1.7.2. The following formula will be used to assign points for costs:

Proposer's Price Score = (Lowest Proposed Price / Proposer's Proposed Price) x Number of Points for Score

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Proposer who has scored above minimum necessary for consideration on the Experience and Answers to the Questions Score.

1.8. Applicant Selection

- 1.8.1. The OPLC will select the highest scoring applicant.
1.8.2. Should there be a tie in scoring, OPLC reserves the right to decide the winning vendor(s).

2. Notices

2.1. Exceptions

- 2.1.1. The OPLC will require the successful Applicant to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that an Applicant believes that exceptions to Appendix A will be necessary for the Applicant to enter into an Agreement, the Applicant must note those issues during the RFA Question Period in Section 3. Applicants may not request exceptions to the Scope of Services or any other sections of this RFA.
- 2.1.2. The OPLC will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 2.1.3. If the OPLC accepts an Applicant's exception the OPLC will, at the conclusion of the RFA Question Period, provide notice to all potential Applicants of the exceptions that have been accepted and indicate that exception is available to all potential Applicants by publication of the OPLC's responses on or about the date indicated in Section 3.
- 2.1.4. Any exceptions to the standard form contract and exhibits that are not raised by an Applicant during the RFA Question Period will not be considered. In no event is an Applicant to submit its own standard contract terms and conditions as a replacement for the OPLC's terms in response to this solicitation.

2.2. RFA Amendment

The OPLC reserves the right to amend this RFA, as it deems appropriate, prior to the Application submission deadline on its own initiative or in response to issues raised through Applicant questions. In the event of an amendment to the RFA, the OPLC, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the OPLC website.

2.3. Application Submission

- 2.3.1. Applications must be submitted electronically to OPLC.Contracts@oplc.nh.gov and the Contract Specialist at the email address specified in Subsection 3.3.2.
- 2.3.2. The subject line must include the following information: **RFA-2024-MECHB-01-SEMINA** (email xx of xx).
- 2.3.3. The maximum size of file attachments per email is 10 MB. Applications with file attachments exceeding 10 MB must be submitted via multiple emails.

2.4. Compliance

- 2.4.1. Applicants must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the OPLC currently in effect, and as they may be adopted or amended during the contract period.
- 2.4.2. The selected Contractor must meet all information security and privacy requirements as set by the OPLC.

- 2.4.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the OPLC:
- 2.4.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 2.4.3.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the OPLC, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the OPLC.
 - 2.4.3.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the OPLC to obtain payment for such services.

2.5. Non-Collusion

The Applicant's required signature on the Transmittal Cover Letter for an Application submitted in response to this RFA guarantees that the prices, terms and conditions, and services have been established without collusion with other Applicants and without effort to preclude OPLC from obtaining the best possible Application.

2.6. Applicant Withdrawal

Prior to the Closing Date for receipt of Applications, an Application may be withdrawn by submitting a written request for its withdrawal to Contract Specialist identified in Paragraph 3.3.2.

2.7. Public Disclosure

- 2.7.1. Pursuant to RSA 21-G:37, the content of responses to this RFA must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Applications, the OPLC will publish the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the OPLC of Administrative Services pursuant to this RFA, the OPLC will post the name, rank or score of each Applicant. Applicant's disclosure or distribution of the contents of its Application, other than to the State, will be grounds for disqualification at the State's sole discretion.

- 2.7.2. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of an Application in response to this RFA 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 RFA 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.
- 2.7.3. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Application section the specific information the Applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5. **The Applicant is strongly encouraged to provide a redacted copy of their application.**
- 2.7.4. Each Applicant acknowledges that the OPLC is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The OPLC 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 the OPLC receives a request for the information identified by an Applicant as confidential, the OPLC shall notify the Applicant and specify the date the OPLC intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Applicant's responsibility and at the Applicant's sole expense. If the Applicant fails to obtain a court order enjoining the disclosure, the OPLC may release the information on the date the OPLC specified in its notice to the Applicant without incurring any liability to the Applicant.

2.8. Non-Commitment

Notwithstanding any other provision of this RFA, this RFA does not commit the OPLC to award a Contract. The OPLC reserves the right to reject any and all Applications or any portions thereof, at any time and to cancel this RFA and to solicit new Applications under a new Application process.

2.9. Request for Additional Information or Materials

The OPLC may ask any Applicant to provide additional information or materials needed to clarify information presented in the Application. Such a request will be issued in writing and will not provide an Applicant with an opportunity to change, extend, or otherwise amend its Application in intent or substance.

2.10. Liability

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

2.11. Oral Presentations and Discussions

The OPLC reserves the right to require some or all Applicants to make oral presentations of their application. The purpose of the oral presentation is to clarify and expound upon information provided in the written application. Applicants are prohibited from altering the original substance of their Applications during the oral presentations. The OPLC will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Applicant.

2.12. Successful Applicant Notice and Contract Negotiations

If an Applicant(s) is selected, the OPLC will notify the successful Applicant(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the OPLC successfully completes negotiations with the selected Applicant(s), all submitted Applications remain eligible for selection by the OPLC. In the event contract negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s). The OPLC will not contact Applicant(s) that are not initially selected to enter into contract negotiations.

2.13. Scope of Award and Contract Award Notice

- 2.13.1. The OPLC reserves the right to award a service, part of a service, group of services, or total services and to reject any and all Applications in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 2.13.2. If a contract is awarded, the Applicant must obtain written consent from the OPLC before any public announcement or news release is issued pertaining to any contract award.

2.14. Site Visits

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

2.15. Protest of Intended Award

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

2.16. Contingency

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

2.17. Ethical Requirements

From the time this RFA is published until a contract is awarded, no Applicant 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 an RFP, or similar submission. Any Applicant that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Applicant 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 an Application to this RFA, or similar request for submission and every such Applicant shall be disqualified from submitting any Applicant or similar request for submission issued by any state agency. An Applicant 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.

3. Application Process

3.1. Overview

- 3.1.1. Application documents must be presented in the order indicated below.
- 3.1.2. Applications must conform to all instructions, requirements and contents indicated below.
- 3.1.3. The OPLC must receive the Application by the time and date specified in the Procurement Timetable in Section 3 and in the manner specified or it will be rejected as non-compliant, unless waived by the OPLC as a non-material deviation.
- 3.1.4. The OPLC will conduct an initial screening step to verify Applicant compliance with the submission requirements of this RFA. The OPLC may waive or offer a limited opportunity for an Applicant to cure immaterial deviations from the RFA requirements if it is determined to be in the best interest of the OPLC.
- 3.1.5. Late submissions that are not accepted will remain unopened and will be discarded. Submission of the Application shall be at the Applicant's expense.

3.2. Application Content

- 3.2.1. A **Transmittal Cover Letter** on the Applicant's letterhead that must:
 - 3.2.1.1. Reference, "**RFA-2023-MECHB-01-SEMINA**;"
 - 3.2.1.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the Applicant to contractually obligate the agency or individual;
 - 3.2.1.3. Acknowledge that the Applicant has read this Request for Application, understands it, and agrees to be bound by its requirements;
 - 3.2.1.4. Contain the date that the Application was submitted; and
 - 3.2.1.5. Be signed by an individual who is authorized to bind the Applicant to all statements, including services and prices contained in this Request for Application.
- 3.2.2. **Mandatory Responses** to RFA Questions in Subsection 1.5.
- 3.2.3. **Resume** of key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this RFA.
- 3.2.4. **Licenses, Certificates and Permits** as required by this Request for Application.
- 3.2.5. **Current Certificate of Insurance**
- 3.2.6. **Three (3) references for the Applicant.** The Applicant must submit three (3) written references from individuals or organizations who have knowledge of the Applicant's capability to deliver services applicable to this solicitation. A current OPLC employee will not be considered a valid reference:
 - 3.2.6.1. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.
 - 3.2.6.2. The OPLC may contact a reference to clarify any information.
- 3.2.7. **New Hampshire Certificate of Good Standing**

The OPLC requires, as applicable, every Contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State in accordance with RSA 5:18-a.
- 3.2.8. **Affiliations – Conflict of Interest 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.

3.3. Procurement Timetable and Contact Information

3.3.1. Schedule of Events

Item	Action <i>(All times are according to Eastern Standard Time. The OPLC reserves the right to modify these dates at its sole discretion.)</i>	Date
1.	RFA Release Date	September 15, 2023
2.	RFA Applicant Questions Submission Deadline	September 29, 2023 at 4 pm
3.	OPLC Responses to Questions Published	October 6, 2023
4.	Application Submission Deadline	October 20, 2023 at 4 pm

3.3.2. All questions and applications must be submitted electronically to:

State of New Hampshire
Office of Professional Licensure and Certification
Heather Kelley, Director of Operations
7 Eagle Square
Concord NH 03301
Email: Heather.A.Kelley@oplcnh.gov
Phone: (603) 271-0142

3.3.3. From the date of release of this RFA until an award is made and announced regarding the selection of an Applicant, all communication with personnel employed by or under contract with the OPLC regarding this RFA is prohibited unless first approved by the RFA Point of Contact listed in Paragraph 3.3.2, herein. OPLC employees have been directed not to hold conferences and/or discussions concerning this RFA with any potential contractor during the selection process, unless otherwise authorized by the RFA Point of Contact. Applicants may be disqualified for violating this restriction on communications.

3.4. Applicant's Questions and Answers

- 3.4.1. All questions about this RFA, including but not limited to requests for clarification, additional information or any changes to the RFA must be made in writing, citing the RFA page number and part or subpart, and submitted by email to the Contract Specialist identified in Paragraph 3.3.2.
- 3.4.2. The OPLC 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.
- 3.4.3. Questions must be submitted by email; however, the OPLC assumes no liability for ensuring accurate and complete email transmissions.
- 3.4.4. Questions must be received by the deadline provided in Paragraph 3.3.1, Procurement Timetable.

- 3.4.5. Written answers to questions received will be published on the OPLC's website on or about the date indicated in Paragraph 3.3.1, Procurement Timetable.

3.5. Validity of Application

Applications must be valid for one hundred eighty (180) days following the deadline for submission in the Procurement Timetable above, or until the Effective Date of any resulting Contract, whichever is later.

4. Appendices

- 4.1. **Appendix A – P-37 General Provisions and Standard Exhibits (*for reference only-do not return*)**