



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

**REQUEST FOR APPLICATION  
RFA-2024-BXWRT-01-INSPECTORS**

**FOR**

**BOXING AND MMA INSPECTORS**

**March 25, 2024**



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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 boxing and mixed martial arts (MMA) expertise to conduct inspections on behalf of the Office of Professional Licensure and Certification (OPLC) for the Boxing and Wrestling Commission.

Qualified vendors include those able to perform bag checks, watch and assess whether boxer and MMA hand wraps are within the legal allowable, check to ensure only approved tape and gauze are being used, inspect all protective gear (e.g., gloves, headgear, shin pad, etc.), easily enter into the ring/cage at the beginning of the bout and in between rounds, make sure the seconds remain seated during rounds, and visually check fighters in between rounds.

Qualified vendors who are members of the Boxing and Wrestling Commission in the State of New Hampshire may apply to provide Boxing and Mixed Martial Arts Inspection services. If selected to enter into a contract with the OPLC, the vendor must resign their position of board member for the duration of the resulting contract.

The Office of Professional Licensure and Certification (OPLC) anticipates awarding five (5) contracts for the services in this RFA.

##### 1.1.2. Overview

The Boxing and Wrestling Commission was established to oversee amateur and professional fighting sports in the state of New Hampshire. The Commission's rules and regulations intend to provide a framework for the conduct and performance of all boxing and mixed martial arts bouts and wrestling exhibitions that are subject to the supervision of the commission.

The mission of the New Hampshire Office of Professional Licensure and Certification 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 and commissions.

#### 1.2. Scope of Services

- 1.2.1. The selected vendors must assist and work with the OPLC staff by conducting inspections of boxing and mixed martial arts bouts and places of business on behalf of the OPLC, in accordance with the New Hampshire Revised Statutes Annotated (RSA) 310:6: Rulemaking Authority, New Hampshire Revised Statutes Annotated (RSA) 285:



Boxing and Wrestling Commission and Boxing and Wrestling Commission Administrative Rules 100-800.

### 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.
- 1.3.2 Payment of services shall be reimbursed at a rate of \$150 per an inspection.

The OPLC cannot determine how many inspections will be requested through the term of the resulting contracts. No minimum or maximum number of sections are guaranteed.

### 1.4. Contract Period

- 1.4.1. The Contract(s) resulting from this RFA are anticipated to be effective May 1, 2024, or upon Governor and Executive Council approval, whichever is later, through April 30, 2025.
- 1.4.2. The OPLC may extend contracted services for up to two (2) additional years, contingent upon satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.

### 1.5. Mandatory Responses to RFA Questions

- 1.5.1. **Scoring Applicant Capability** – Applicant capability will be allocated a maximum score of 25 points. Applicants must demonstrate the capability to perform all services requested in this RFA.

***Question 1 of 3** – Describe, in narrative form, your capability to perform the entire scope of work in this RFA, including any specialized classes, trainings and/or seminars attended.*

- 1.5.2. **Scoring Applicant Ability**– Applicant ability will be allocated a maximum score of 35 points. Applicants must demonstrate the ability to perform all services requested in this RFA.

***Question 2 of 3** - Describe, in narrative form, your ability to conduct inspections without bias and in accordance with the laws and rules during competitive matches or bouts.*

- 1.5.3. **Scoring Applicant Experience** – Applicant experience will be allocated a maximum score of 40 points. Applicants must demonstrate the experience to perform all services requested in this RFA.

***Question 3 of 3** –Describe, in narrative form, your experience working at events described in Subsection 1.1 Purpose and Overview.*



*\*Please note that providing a resume or CV in place of providing a narrative answer will not suffice.*

## **1.6. Application Evaluation**

- 1.6.1. **Capability Q1 – 25 Points**
- 1.6.2. **Ability Q2 – 35 Points**
- 1.6.3. **Experience Q3 – 40 Points**

### **Total Possible Points – 100 Points**

## **1.7. Applicant Selection**

- 1.7.1. The OPLC shall select the five highest scoring applicants.
- 1.7.2. Should there be a tie in scoring, OPLC reserves the right to decide the winning vendor.

## **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@oplcnh.gov and the Contract Specialist at the email address specified in Subsection 3.3.2.

2.3.1.1. The subject line must include the following information: **RFA-2024-2024-BXWRT-01-INSPECTORS** (email xx of xx).

2.3.1.2. 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. Contract Monitoring Provisions

2.4.1. All Applicants must complete Appendix B, Contract Monitoring Provisions.

2.4.2. The OPLC will use Applicant responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Applicant is awarded a contract. The risk assessment will not be used to disqualify or score Applications.

2.4.3. The OPLC will complete the risk assessment utilizing multiple factors that include, but are not limited to:

2.4.3.1. Grant management experience.

2.4.3.2. Documented history of non-performance or non-compliance.

2.4.3.3. Audit findings.

2.4.3.4. Recent personnel or system changes.

2.4.3.5. Financial solvency.

2.4.3.6. Adequacy of internal controls.

2.4.4. The OPLC may incorporate contract monitoring procedures and activities into the final contract to address identified risks, which may include but are not limited to:

2.4.4.1. Requiring the Contractor to provide fiscal reports and documentation behind reports to the OPLC for review.

2.4.4.2. Reviewing Contractor reporting processes and systems for data integrity.

2.4.4.3. Performing file reviews to ensure Contractor compliance with state and federal laws and rules in the administration of the contract.

2.4.4.4. Conducting site visits to assess Contractor compliance with applicable contract objectives and requirements.



- 2.4.4.5. Reviewing Contractor expenditure details to ensure all expenditures are allowable and in compliance with federal and state laws and other applicable policies or rules.
- 2.4.4.6. Providing targeted training or technical assistance to the Contractor.
- 2.4.4.7. Reviewing monthly financial data to assess Contractor financial solvency.
- 2.4.5. **Statement of Applicant's Financial Condition** (Note: If applicant is an individual, this Section does not apply.)
  - 2.4.5.1. The Applicant'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 by the OPLC as part of the risk assessment to determine if enhanced contract monitoring is required if a contract is awarded.
  - 2.4.5.2. Each Applicant must submit audited financial statements for the four (4) most recently completed fiscal years. 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.
  - 2.4.5.3. Complete financial statements must include the following:
    - 2.4.5.3.1. Opinion of Certified Public Accountant;
    - 2.4.5.3.2. Balance Sheet;
    - 2.4.5.3.3. Income Statement;
    - 2.4.5.3.4. Statement of Cash Flow;
    - 2.4.5.3.5. Statement of Stockholder's Equity of Fund Balance;
    - 2.4.5.3.6. Complete Financial Notes; and
    - 2.4.5.3.7. Consolidating and Supplemental Financial Schedules.
  - 2.4.5.4. An Applicant, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. An Applicant, 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 Applicant 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.

2.4.5.5. If an Applicant 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 Applicant shall submit the following as part of its Application:

2.4.5.5.1. Uncertified financial statements; and

2.4.5.5.2. 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.

## 2.5. Compliance

2.5.1. 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.

2.5.2. The selected Contractor must meet all information security and privacy requirements as set by the OPLC.

2.5.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the OPLC:

2.5.3.1. 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.

2.5.3.2. 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.

2.5.3.3. During the term of this Contract and the period for retention hereunder, the OPLC, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the OPLC of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the



Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the OPLC shall disallow any expenses claimed by the Contractor as costs hereunder the OPLC shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

#### **2.5.4. Credits and Copyright Ownership**

2.5.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, *“The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Office of Professional Licensure and Certification, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”*

2.5.4.2. All materials produced or purchased under the contract shall have prior approval from the OPLC before printing, production, distribution or use. The OPLC will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the OPLC.

#### **2.5.5. Culturally and Linguistically Appropriate Services**

2.5.5.1. The OPLC 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.

2.5.5.2. 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 OPLC’s website.



- 2.5.5.3. 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.
- 2.5.5.4. Applicants 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.
- 2.5.5.5. Successful Applicants will be:
  - 2.5.5.5.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and
  - 2.5.5.5.2. 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 OPLC's website.
- 2.5.5.6. 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:
  - 2.5.5.6.1. 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);



- 2.5.5.6.2. The frequency with which LEP individuals come in contact with the program, activity or service;
- 2.5.5.6.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
- 2.5.5.6.4. The resources available to the organization to provide language assistance.

2.5.5.7. **Applicants are required to complete the TWO (2) steps listed in the Appendix C to this RFA, as part of their Application.** 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 Applicants' program design, which in turn, will allow Applicants to put forth the best possible Application.

#### 2.5.6. Audit Requirements

- 2.5.6.1. The Contractor is required to submit an annual audit to the OPLC if **any** of the following conditions exist:
  - 2.5.6.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
  - 2.5.6.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
  - 2.5.6.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 2.5.6.2. If Condition A exists, the Contractor shall submit an annual **single audit** performed by an independent Certified Public Accountant (CPA) to the OPLC 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.
- 2.5.6.3. 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.



- 2.5.6.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the OPLC during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the OPLC's risk assessment determination indicates the Contractor is high-risk.
- 2.5.6.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the OPLC all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

## 2.6. 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.

## 2.7. 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.

## 2.8. Public Disclosure

- 2.8.1. 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.
- 2.8.2. 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/](http://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.



- 2.8.3. 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.**
- 2.8.4. 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.

## 2.9. 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.

## 2.10. 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.

## 2.11. 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.

## 2.12. 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.

### **2.13. Successful Applicant Notice and Contract Negotiations**

2.13.1. 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.

### **2.14. Scope of Award and Contract Award Notice**

2.14.1. 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.

2.14.2. 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.

### **2.15. 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.

### **2.16. 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.

### **2.17. Contingency**

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



## 2.18. 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-2024-BXWRT-01-INSPECTORS**;"
  - 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 reference letters 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 letter 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.
- 3.2.9. **Financial Information required in Paragraph 2.3.5**
- 3.2.10. **Appendix B – Contract Monitoring Provisions.**

**3.3. Procurement Timetable and Contact Information**

- 3.3.1. Schedule of Events

Item	Action	Date
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	<i>(All times are according to Eastern Standard Time. The OPLC reserves the right to modify these dates at its sole discretion.)</i>	
1.	RFA Release Date	March 25, 2024
2.	RFA Applicant Questions Submission Deadline	April 3, 2024 <b>11:59 PM</b>
3.	OPLC Responses to Questions Published	April 10, 2024
4.	Application Submission Deadline	April 19, 2024 <b>11:59 PM</b>

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

State of New Hampshire  
 Office of Professional Licensure and Certification  
 Renee Crawford, Contract Administrator  
 7 Eagle Square  
 Concord NH 03301  
 Email: [renee.a.crawford@oplcnh.gov](mailto:renee.a.crawford@oplcnh.gov)  
 Phone: (603) 271-4905

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*)**
- 4.2. **Appendix B – Contract Monitoring Provisions**