



**State of New Hampshire
Department of Health and Human Services**

**REQUEST FOR APPLICATION
RFA-2023-GLENCLIFF-02-MASSA**

FOR

Massage Therapy Services

February 16, 2022



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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 massage therapy services to residents of Glenclyff Home.

The Department of Health and Human Services (Department) anticipates awarding one (1) contract for the services in this RFA.

1.1.2. Overview

Glenclyff Home provides high quality long-term psychiatric and medical care in a home-like residential environment for New Hampshire residents who have a developmental disability or mental illness, with an emphasis on independence, dignity, and acceptance.

1.2. Scope of Services

1.2.1. The selected Applicant must provide massage therapy services to Glenclyff Home residents as requested by a Glenclyff Home physician, nurse and/or the resident.

1.2.2. The selected Applicant must:

1.2.2.1. Provide the equipment and supplies necessary to complete the services as described in this Subsection 1.2 Scope of Services;

1.2.2.2. Provide a copy of all applicable licenses and/or permits to perform the services, as required by the State of New Hampshire, prior to commencing services; and

1.2.2.3. Maintain active licenses and/or permits to perform these services, as required by the State of New Hampshire, during the entire term of the resulting contract.

1.2.3. The selected Applicant must provide services for a minimum of two (2) days a month, up to six (6) hours a day, as mutually scheduled by the Applicant and the Department.

1.2.4. The selected Applicant must evaluate the residents in terms of health and disease in order to determine appropriate massage techniques. The Applicant must evaluate residents for:

1.2.4.1. Fever or contagious disease;

1.2.4.2. Skin rash or unhealed wounds;

1.2.4.3. Weakened bone structure or connective tissue;

1.2.4.4. Edema due to chronic heart failure or kidney failure;



- 1.2.4.5. Decreased sensation, including due to diabetes;
- 1.2.4.6. Acute phlebitis or deep venous thrombosis; or
- 1.2.4.7. Acute trauma or recent surgery.
- 1.2.5. Based on the evaluation described in Section 1.2.3, the selected Applicant must utilize appropriate massage techniques for residents, which may include, but are not limited to:
 - 1.2.5.1. Swedish medical massage.
 - 1.2.5.2. Shiatsu.
 - 1.2.5.3. Connective tissue massage.
 - 1.2.5.4. Amma.
 - 1.2.5.5. Reflexology.
 - 1.2.5.6. Acupressure.
 - 1.2.5.7. Polarity therapy.
 - 1.2.5.8. Lymph drainage.
- 1.2.6. The selected Applicant must provide written documentation to the Glenclyff Home Activities Director at the conclusion of each scheduled visit that includes, but is not limited to:
 - 1.2.6.1. Date and time of services.
 - 1.2.6.2. Name(s) of resident(s) served.
 - 1.2.6.3. Type of technique used.
 - 1.2.6.4. Any observations that may require other healthcare professionals to conduct further assessments or evaluations of residents.
- 1.2.7. Prior to commencing services, the selected Applicant must, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:
 - 1.2.7.1. Authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check and a Division for Children Youth and Families (DCYF) Central Registry check at no cost to the selected Applicant pursuant to RSA 161-F:49;
 - 1.2.7.2. Undergo a Criminal Background check, at their expense, and submit the results to New Hampshire Hospital Human Resources within thirty (30) days of the resulting contract effective date, or upon request by the Department, to ensure the selected Applicant has no history of:
 - 1.2.7.2.1. Felony conviction;



- 1.2.7.2.2. Any misdemeanor conviction involving:
 - 1.2.7.2.2.1. Physical or sexual assault;
 - 1.2.7.2.2.2. Violence;
 - 1.2.7.2.2.3. Exploitation;
 - 1.2.7.2.2.4. Child pornography;
 - 1.2.7.2.2.5. Threatening or reckless conduct;
 - 1.2.7.2.2.6. Theft; or
 - 1.2.7.2.2.7. Driving under the influence of drugs or alcohol; or
- 1.2.7.2.3. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

- 1.2.8. Prior to commencing services, the selected Applicant shall ensure the individual or individual(s) providing services undergo a health assessment, including:
 - 1.2.8.1. Tuberculosis screening within the past 12 months;
 - 1.2.8.2. Hepatitis B vaccination;
 - 1.2.8.3. Influenza vaccination within the past 12 months;
 - 1.2.8.4. Measles, mumps, and rubella vaccination;
 - 1.2.8.5. Tetanus, diphtheria, and pertussis vaccination;
 - 1.2.8.6. Varicella vaccination;
 - 1.2.8.7. COVID-19 vaccination; and
 - 1.2.8.8. Physical capacity examination.

1.3. Compensation & Contract Value

- 1.3.1. The Department anticipates using General and Other funds for the resulting contracts. The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award.
- 1.3.2. Funding is anticipated to be available for the resulting contract for State Fiscal Year (SFY) 2023 in the amount of \$7,500. The selected Applicant will be paid an hourly rate of forty dollars (\$40.00) per hour for the services provided, plus a trip charge of ten dollars (\$10.00) per visit.

1.4. Contract Period

- 1.4.1. The Contract resulting from this RFA is anticipated to be effective July 1, 2022, or upon Governor and Executive Council approval, whichever is later, through June 30, 2024.



- 1.4.2. The Department 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

Question 1 – Describe, in narrative form, your ability to perform the entire scope of work in this RFA, including availability to provide services on site at multiple locations within Glencliff Home no fewer than two (2) days each month.

Question 2 – Describe, in narrative form, your experience determining and providing appropriate massage techniques for individuals based on health evaluations.

Question 3 – Describe, in narrative form, your experience working with the population described in Subsection 1.1 Purpose and Overview.

1.6. Application Evaluation

The Department will use a scoring scale of 100 points. The Department will select an Applicant based upon the criteria and standards contained in this RFA and applying the points set forth below:

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

Total Possible Points – 100 Points

- 1.6.4. Each set of responses to questions in Subsection 1.5, above, will result in a stand-alone score. Each question will be scored based on the following scoring matrix:

| Scoring range | | | Criteria |
|---------------|-------|-------|---|
| Q1 | Q2 | Q3 | |
| 0-7 | 0-12 | 0-12 | Does not demonstrate what is asked in related question; lacks detail in description; information provided does not pertain to the question asked and/or required services. |
| 8-16 | 13-26 | 13-23 | Somewhat demonstrates what is asked in related question; contains minimal details in description; information provided somewhat pertains to the question asked and required services. |



| | | | |
|-------|-------|-------|---|
| 17-25 | 27-40 | 24-35 | Demonstrates what is asked in related question; sufficient details are provided; information provided clearly pertains to the question asked and required services. |
|-------|-------|-------|---|

1.6.5. A team of qualified individuals will review applications and assign scores based on the applicable criteria. Scores will be ranked highest to lowest. The Department will make an award to the highest scoring vendor.

2. Notices *(Updated 1/28/20)*

2.1. Exceptions

- 2.1.1. The Department 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 Department 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. Any exceptions to the standard form contract and exhibits that are not raised by an Applicant during the RFA Question Period may not be considered. In no event is an Applicant to submit its own standard contract terms and conditions as a replacement for the Department’s terms in response to this solicitation.

2.2. RFA Amendment

The Department 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 Department, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the Department’s website.

2.3. Application Submission

- 2.3.1. Applications must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Paragraph 3.3.2.
 - 2.3.1.1. The subject line must include the following information: **RFA-2023-GLENCLIFF-02-MASSA** (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. 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 Department 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 Department.
- 2.4.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 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 Department, 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 Department.
 - 2.4.3.3. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, 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 Department 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 Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department 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.

2.4.4. **Audit Requirements**



- 2.4.4.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:
 - 2.4.4.1.1. 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.
 - 2.4.4.1.2. 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.
 - 2.4.4.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 2.4.4.2. If Condition A exists, the Contractor shall submit an annual **single audit** performed by an independent Certified Public Accountant (CPA) to the Department 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.
- 2.4.4.3. 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.
- 2.4.4.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department 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 Department's risk assessment determination indicates the Contractor is high-risk.
- 2.4.4.5. 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 Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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 Department 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 Department 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 Department of Administrative Services pursuant to this RFA, the Department 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 Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department 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 Department receives a request for the information identified by an Applicant as confidential, the Department shall notify the Applicant and specify the date the Department 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 Department may release the information on the date the Department 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 Department to award a Contract. The Department 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 Department 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 Department 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 Department 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

- 2.12.1. If an Applicant(s) is selected, the Department will notify the successful Applicant(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Applicant(s), all submitted Applications remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s). The Department 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 Department 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 Department before any public announcement or news release is issued pertaining to any contract award.

2.14. Site Visits

The Department 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 Department, to determine the Applicant's capacity to satisfy the terms of this RFA. The Department 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 Department 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 Department as a non-material deviation.
- 3.1.4. The Department will conduct an initial screening step to verify Applicant compliance with the submission requirements of this RFA. The Department 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 Department.
- 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-GLENCLIFF-02-MASSA**;"
 - 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. **Curriculum Vitae or Resume** of each individual performing functions identified in 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 ability to deliver services applicable to this solicitation. A current Department 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 Department may contact a reference to clarify any information.

3.2.7. **New Hampshire Certificate of Good Standing**

The Department 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 Department reserves the right to modify these dates at its sole discretion.)</i> | Date |
|------|--|--------------------------------------|
| 1. | RFA Release Date | February 16, 2022 |
| 2. | RFA Applicant Questions Submission Deadline | February 23, 2022 11:59 PM |
| 3. | Department Responses to Questions Published | March 9, 2022 |
| 4. | Application Submission Deadline | March, 18, 2022 12:01 AM |

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

State of New Hampshire
 Department of Health and Human Services



Amy Marchildon, Contract Specialist
Bureau of Contracts & Procurements
129 Pleasant Street
Concord NH 03301
Email: Amy.E.Marchildon@dhhs.nh.gov
Phone: (603) 271-6533

- 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 Department regarding this RFA is prohibited unless first approved by the RFA Point of Contact listed in Paragraph 3.3.2, herein. Department 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 Department 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 Department 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 Department'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*)**