



# State of New Hampshire Office of Professional Licensure and Certification

REQUEST FOR BIDS (RFB-2023-ADMIN-01-TRANS)

FOR

Transcription Services

January 19, 2023



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## 1. INTRODUCTION

### 1.1. Purpose

This Request for Bids (RFB) is published to solicit bids for transcribing audio files of various events in which the Office of Professional Licensure and Certification (OPLC) are involved, which may include but are not limited to:

- Hearings.
- Interviews.

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

### 1.2. Overview

The OPLC oversees the administration of fifty-four (54) occupational licensing boards; these Boards, Councils, and Commissions directly regulate their professions pursuant to the powers, duties, functions, and responsibilities granted to them by individual practice acts.

The OPLC provides administrative, clerical, business processing, and recordkeeping support to these Boards, Councils, and Commissions. Additionally, the OPLC is responsible for the enforcement of regulatory requirements for qualifying NH-licensed professional and businesses to ensure public safety and efficacy of practicing licensed professions and businesses.

Any individual who believes or has evidence that a qualifying licensee or licensed business is in violation of their profession's rules and regulations, or has demonstrated unethical practices, may file a complaint with the OPLC, which begins an investigation into the matter.

Investigations may include interviews with the complainant, eye-witnesses, or other parties to the matter. At times, an investigation may involve a hearing. In those instances where verbal meetings and/or hearings take place, the OPLC needs to have the meetings and/or hearings transcribed for the official written record of the event.

### 1.3. Contract Period

Contracted services will begin upon the Governor and Executive Council approval, through June 30, 2024.

The OPLC may extend contracted services for up to four (4) years, contingent upon satisfactory bidder performance, continued funding and Governor and Executive Council approval.

## 2. STATEMENT OF WORK

- 2.1. The OPLC interviews witnesses to complaints as part of the investigative actions taken in response to complaints received by the OPLC. The selected vendor must:
  - 2.1.1. Have the ability to receive audio files from recorded interviews.
  - 2.1.2. Transcribe the audio files to typewritten .pdf files, which must be e-mailed or produced as a hardcopy and sent to the OPLC and, if applicable, the designated recipient identified by the OPLC.
  - 2.1.3. Provide an accurate transcript that is verbatim being typographically or grammatically free or error.
  - 2.1.4. Ensure the word "unintelligible" is used for portions of a recording that is incomprehensible.
  - 2.1.5. Utilize the following format when an interpreter is utilized:



Hearings Examiner Smith: Which day of the week did the injury occur?

Respondent: Monday.

Hearings Examiner Smith: How did you fall?

Respondent: I was walking and tripped over a box.

- 2.1.6. Ensure each transcript begins with a cover page that includes:
  - 2.1.6.1. The title and number(s) of the proceeding;
  - 2.1.6.2. The date and place of the proceeding; and
  - 2.1.6.3. The name of the transcription service.
- 2.1.7. Have the ability to transcribe meetings that may involve three (3) or more individuals, including but not limited to:
  - 2.1.7.1. The OPLC investigators.
  - 2.1.7.2. The witness.
  - 2.1.7.3. The interpreter if an interpreter is necessary.
- 2.1.8. Provide a completely transcribed audio file in an OPLC-approved format fourteen (14) calendar days following the order from OPLC.
- 2.1.9. Provide a completely transcribed audio file in an OPLC-approved format within forty-eight (48) hours after receiving an expedited request from the OPLC.
- 2.2. The selected vendor must have the ability to transcribe Hearing Proceedings, which could include testimony from several parties. The selected vendor must:
  - 2.2.1. Have the ability to receive audio files from recorded hearings in forms that may include:
    - 2.2.1.1. Audio/video files from recorded Microsoft Teams Meetings;
    - 2.2.1.2. Audio/video files from recorded Zoom Meetings; and/or
    - 2.2.1.3. Recorded digital audio files.
  - 2.2.2. Transcribe the audio files to typewritten .pdf files. These files will need to be e-mailed or produced as a hardcopy and sent to the OPLC and, if applicable, the designated recipient identified by the OPLC.
  - 2.2.3. Have the ability to transcribe hearings that may involve nine (9) to thirty (30) participants, including but not limited to:
    - 2.2.3.1. The OPLC investigators;
    - 2.2.3.2. Board attorneys;
    - 2.2.3.3. Defense attorneys;
    - 2.2.3.4. Board Administrators;
    - 2.2.3.5. Board members;
    - 2.2.3.6. Various witnesses.
  - 2.2.4. Provide a completely transcribed audio file in an OPLC-approved format fourteen (14) calendar days following the order from OPLC.



- 2.2.5. Provide a completely transcribed audio file in an OPLC-approved format within forty-eight (48) hours after receiving an expedited request from the OPLC.
- 2.3. The selected vendor must have the ability to transcribe witness interviews that may include two (2) to six (6) participants with an average duration of one (1) to two (2) hours.
- 2.4. The selected vendor must have the ability to transcribe Hearings that may include nine (9) to fifteen (15) participants with an average duration of three (3) hours.
- 2.5. The selected vendor must have the ability to transcribe lengthy and complex Hearings that may include ten (10) to thirty (30) participants with a duration of up to eight (8) hours.
- 2.6. The selected vendor must provide transcripts that are legibly typed with black laser printing, or of equal quality, on letter size (8 1/2" x 11") 20 lb. white unglazed paper of good quality paper.
- 2.7. The selected vendor must ensure each page is ruled with one (1) marginal line 1 3/4" from the left edge and with one marginal line 3/8" from the right edge of the paper.
- 2.8. The selected vendor must ensure the transcript is numbered consecutively when a hearing is continued due to time, as in the case of one (1) hearing lasting multiple days, in which case the vendor must ensure the transcript is bound as one (1) transcript.
- 2.9. The selected vendor must ensure that if a hearing results in the need for an additional hearing that is not a continuance, and the additional hearing is on the same matter, has transcripts that are:
  - 2.9.1. Separated and numbered separately; and
  - 2.9.2. Bound separately.
- 2.10. The selected vendor must make all necessary corrections, as requested by the OPLC, to ensure a complete and correct verbatim transcript.
- 2.11. The selected vendor must provide corrected copies to the OPLC within seven (7) calendar days from notification of deficiency, at no additional charge.
- 2.12. The selected vendor may be assessed a penalty in an amount not to exceed the full cost of the transcription services if the OPLC determines a transcript is grossly deficient, in instances that include, but are not limited to:
  - 2.12.1. Garbled, omitted or illegible text.
  - 2.12.2. Speaker misidentification.
  - 2.12.3. Incorrect pagination.
- 2.13. The selected vendor must append a certification of the transcriber at the end of each transcript.
- 2.14. The selected vendor must maintain the files in confidence and must protect it with the same security measures and degree of care that the vendor applies to its own confidential information and which the vendor warrants will provide adequate protection against unauthorized disclosure, copying access, or use.



### **3. RFB RESPONSE PROCESS**

#### **3.1. Bidder Questions**

- 3.1.1. All questions about this RFB, including but not limited to requests for clarification, additional information, or any changes to the RFB must be made in writing, citing the RFB page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 4.1.
- 3.1.2. 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.
- 3.1.3. The questions may be submitted by e-mail. However, OPLC assumes no liability for assuring accurate and complete e-mail transmissions.
- 3.1.4. Questions must be received by the deadline given in Subsection 4.2 Timetable.

#### **3.2. Answers to Bidder Questions**

The OPLC intends to issue responses to properly submitted questions by the deadline specified in Subsection 4.2 Timetable. Written answers to questions asked will be posted on the OPLC website as an addendum. This date may be subject to change at the discretion of the OPLC.

#### **3.3. Exceptions**

- 3.3.1. The OPLC will require the successful Bidder to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Bidder believes that exceptions to Appendix A will be necessary for the Bidder to enter into a Contract, the Bidder must note those issues during the Question Period in Subsection 4.2. Bidders may not request exceptions to the Scope of Services or any other sections of this RFB.
- 3.3.2. The Department will review requested exceptions and accept, reject, or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Bidder questions.
- 3.3.3. Any exceptions to the Form P-37, General Provisions and Standard Exhibits that are not raised by a Bidder during the Question Period may not be considered. In no event is a Bidder to submit its own standard contract terms and conditions as a replacement for the OPLC's terms in response to this RFB.

#### **3.4. Addendum**

In the event it becomes necessary to add or revise any part of this RFB prior to the scheduled Bid Due Date, the OPLC shall post any addenda, including the Official Questions and Answers, on the website. It is a Bidder's responsibility to access the website to ensure no bidding opportunity or addenda are overlooked, which may impact this bid.



#### 4. SCHEDULE OF EVENTS AND TERMS OF SUBMISSION

##### 4.1. Contact Information – Sole Point of Contact

The sole point of contact relative to this RFB and/or the RFB process, from the RFB issue date until the selection of a Bidder and approval of the resulting contract by the Governor and Executive Council, is:

State of New Hampshire  
 Office of Professional Licensure and  
 Certification  
 Denise M. Sherburne, Contracts Specialist  
 7 Eagle Square  
 Concord, New Hampshire 03301  
 Email: [Denise.M.Sherburne@oplc.nh.gov](mailto:Denise.M.Sherburne@oplc.nh.gov)  
 Phone: 603-271-3502

##### 4.2. Timetable

<b><u>Procurement Timetable</u></b>		
(All times are according to Eastern Time. OPLC reserves the right to modify these dates at its sole discretion.)		
<b><u>Item</u></b>	<b><u>Action</u></b>	<b><u>Date</u></b>
1.	RFB Published	January 19, 2023
2.	RFB Questions Submission Deadline	January 25, 2023 <b>11:59 PM</b>
3.	OPLC Response to Questions Published	January 26, 2023
4.	Bids Submission Deadline	<b>February 1, 2023 12:01 AM</b>
5	Bid Opening  All bidders interested in attending the Public Bid Opening register by e-mail to the Sole Point of Contact identified in Subsection 4.1.	<b>February 1, 2023 1:00 PM</b>
From the date of release of this RFB until an award is made and announced regarding the selection of a Bidder, all communication with personnel employed by or under contract with the OPLC regarding this RFB is prohibited unless first approved by the Point of Contact listed above. OPLC employees have been directed not to hold conferences and/or discussions concerning this RFB with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Bidders may be disqualified for violating this restriction on communications		



## 5. Bid Evaluation Process

### 5.1. Bid Scoring

Bid scores will be calculated based on the Total Cost Bid as submitted on Appendix B, Bid Sheet.

### 5.2. Bidder Selection

- 5.2.1. Bidders must complete Appendix B, Bid Sheet, and submit the supporting documentation in accordance with Section 7, Bid Response Requirements, by the Bid Submission Deadline in Subsection 4.2, Timetable.
- 5.2.2. Public Bids will be opened on the day and time specified in Subsection 4.2, Timetable.
- 5.2.3. One (1) Bidder with the lowest Bid, as submitted on Appendix B, Bid Sheet, will be selected.
- 5.2.4. Should the OPLC be unable to reach agreement with the selected Bidder during Contract discussions, the OPLC may then undertake Contract discussions with the second lowest Bidder and so forth. Discussions may continue at the sole option of the OPLC, until an agreement is reached, or all Proposals are rejected

## 6. BID SUBMISSION INSTRUCTIONS

### 6.1. Bid Submittals

- 6.1.1. Responses to this RFB must be submitted electronically via email to [OPLC.Contracts@oplcnh.gov](mailto:OPLC.Contracts@oplcnh.gov) and to the Contract Specialist identified in Section 4, above at the email address specified in Subsection 4.1. The subject line must include the following information:

**Transcription Services RFB-2023-ADMIN-01-TRANS**

- 6.1.2. The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.
- 6.1.3. The Department must receive submissions by the time and date specified in the Timetable in Subsection 4.2 and in the manner specified or it may be rejected as non-compliant, unless waived by the OPLC as a non-material deviation.
- 6.1.4. The OPLC will conduct an initial screening step to verify Bidder compliance with the requirements of this RFB. The OPLC may waive or offer a limited opportunity for a Bidder to cure immaterial deviations from the RFB requirements if it is deemed to be in the best interest of the OPLC.
- 6.1.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of RFB responses shall be at the Bidder's expense.





## 7. BID RESPONSE REQUIREMENTS

Acceptable RFB responses must offer all services identified in Section 2 - Statement of Work unless an allowance for partial scope is specifically described in Section 2.

### 7.1. Bid Contents

7.1.1. Each Response must contain the following, in the order described in this section:

7.1.1.1. Cover letter on the vendor's letterhead that demonstrates experience and ability to perform services outlined in this RFB.

7.1.1.2. Appendix B –Bid Sheet, including:

7.1.1.2.1. **Vendor Code Number** - Prior to executing any resulting contract, the selected Bidder will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized Bidder with the State.

7.1.1.2.2. Bidders are strongly encouraged to provide a vendor code number in the Appendix B, if available.

7.1.1.2.3. More information regarding vendor code numbers can be found online at [Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services](#) .

## 8. ADDITIONAL TERMS AND REQUIREMENTS

### 8.1. Non-Collusion

The Bidder's required signature on the Appendix B –Bid Sheet submitted in response to this RFB guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude the OPLC from obtaining the best possible competitive bid.

### 8.2. Collaborative Responses

Responses to this RFB must be submitted by one organization. Any collaborating organization must be designated as a subcontractor subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits

### 8.3. Validity of RFB Responses

RFB responses must be valid for one hundred and eighty (180) days following the deadline for submission in the Timetable above in Subsection 4.2, or until the Effective Date of any resulting contract, whichever is later

### 8.4. Debarment

Bidders who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this RFB.

### 8.5. Property of OPLC

Any material property submitted and received in response to this RFB will become the property of the OPLC and will not be returned to the Bidder. The OPLC reserves the right to



use any information presented in any RFB response provided that its use does not violate any copyrights or other provisions of law.

### **8.6. Bid Withdrawal**

Prior to the Bid Submission Deadline specified in Subsection 4.2, Timetable, bids may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 4.1.

### **8.7. Confidentiality**

Pursuant to RSA 21-G:37, the content of responses to this RFB must remain confidential until the Governor and Executive Council have awarded a contract. The Bidder's disclosure or distribution of the contents of its response to the RFB, other than to the OPLC, will be grounds for disqualification at the OPLC's sole discretion.

### **8.8. Public Disclosure**

- 8.8.1. The information submitted in response to this solicitation; including but not limited all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations; any resulting contract; and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. Additionally, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).
- 8.8.2. Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Bidder believes any information submitted in response to this RFB should be kept confidential, the Bidder must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark and/or stamp each page of the materials that the Bidder claims must be exempt from disclosure as "CONFIDENTIAL." Bidders must also provide a letter to the person listed as the point of contact for this RFB, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission, attachment, or section as confidential shall neither be accepted nor honored by the OPLC. Bidders must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."
- 8.8.3. Submissions that do not conform to these instructions by failing to include a redacted copy, if necessary; by failing to include a letter specifying the rationale for each redaction; by failing to designate the redactions in the manner required by these instructions; or by including redactions which are contrary to these instructions, or operative law, may be rejected by the OPLC as not conforming to the requirements of the RFB.
- 8.8.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.



- 8.8.5. Notwithstanding a Bidder's designations, the OPLC is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in response to the RFB. If a request is made to the OPLC to view or receive copies of any portion of the response that is marked confidential, the OPLC shall first assess what information it is obligated to release. The OPLC will then notify the Bidder that a request has been made, indicate what, if any, information the OPLC has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the OPLC, a Bidder must initiate and provide to the OPLC, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 8.8.6. By submitting a response to this RFB, Bidders acknowledge and agree that:
  - 8.8.6.1. The OPLC may disclose any and all portions of the response or related materials that are not marked as confidential and/or that have not been specifically explained in the letter to the person identified as the point of contact for this RFB;
  - 8.8.6.2. The OPLC is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
  - 8.8.6.3. The OPLC may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

## 8.9. Electronic Posting RFB Results and Resulting Contract

- 8.9.1. At the time of receipt of responses, the OPLC will post the number of responses received with the bids.
- 8.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to the Governor and Executive Council for approval, including contracts resulting from this RFB, and posts those documents on its website at <https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>).
- 8.9.3. By submitting a response to this RFB, Bidders acknowledge and agree that, in accordance with the above mentioned statutes and policies, and regardless of whether any specific request is made to view any document relating to this solicitation, any contract resulting from this RFB that is submitted to the Governor and Executive Council for approval will be made accessible to the public online.

## 8.10. Non-Commitment

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



### **8.11. Liability**

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

### **8.12. Request for Additional Information or Materials**

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

### **8.13. Oral Presentations and Discussions**

The OPLC reserves the right to require some or all Bidders to make oral presentations of their solicitation response. The purpose of the oral presentation is to clarify and expound upon information provided in the written solicitation response. Bidders are prohibited from altering the original substance of their solicitation response 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 Bidder.

### **8.14. Successful Bidder Notice and Contract Negotiations**

If a Bidder is selected, the OPLC will send written notification of their selection and the OPLC's desire to enter into contract negotiations. Until the OPLC successfully completes negotiations with the selected Bidder, all submitted solicitation responses remain eligible for selection by the OPLC. In the event contract negotiations are unsuccessful with the selected Bidder, the evaluation team may recommend another Bidder. The OPLC will not contact Bidders that are not initially selected to enter into contract negotiations.

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

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

### **8.16. Protest of Intended Award**

Any challenge of an award made or otherwise related to this RFB shall be governed by RSA 21-G:37, and the procedures and terms of this solicitation. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFB. In the event that any legal action is brought challenging this solicitation and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of the action, including attorneys' fees and costs at all stages of litigation.

### **8.17. Contingency**

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



### **8.18. Ethical Requirements**

From the time this RFB is published until a contract is awarded, no Bidder 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 RFB submission, or similar submission. Any Bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting a response to this RFB, or similar request for submission and every such Bidder shall be disqualified from submitting any RFB response or similar request for submission issued by any state agency. A Bidder 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.

### **8.19. Liquidated Damages**

The selected Bidder agrees that liquidated damages may be determined by the OPLC as part of the contract specifications, as failure to achieve required performance levels will more than likely substantially delay and disrupt the OPLC's operations.

### **8.20. Records**

- 8.20.1. The selected Bidder must maintain the following records during the resulting contract term where appropriate and as prescribed by the OPLC:
  - 8.20.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Bidder in the performance of the resulting contract, and all income received or collected by the selected Bidder.
  - 8.20.1.2. 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 OPLC.
- 8.20.2. During the term of the resulting 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 resulting 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 resulting contract and upon payment of the price limitation hereunder, the selected Bidder and all the obligations of the parties hereunder, except such obligations as, by the terms of the resulting Contract are to be performed after the end of the term of the 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 selected Bidder 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 selected Bidder.

### **8.21. Credits and Copyright Ownership**

- 8.21.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the resulting Contract must 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."
- 8.21.2. All written, video and audio materials produced or purchased under the resulting contract must have prior approval from the OPLC before printing, production, distribution or use.
- 8.21.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 8.21.3.1. Brochures.
  - 8.21.3.2. Resource directories.
  - 8.21.3.3. Protocols.
  - 8.21.3.4. Guidelines.
  - 8.21.3.5. Posters.
  - 8.21.3.6. Reports.
- 8.21.4. The selected Bidder must not reproduce any materials produced under the contract without prior written approval from the Department.

### **8.22. Award Consideration**

- 8.22.1. The contract award shall be based upon a Bidder's Bid Score as well as the Bidder meeting all terms and conditions of this RFB; no partial bids will be considered.
- 8.22.2. The State reserves the right to cancel all or any part of this RFB at any time. Cancellation of this RFB, in whole or in part, shall not bar the State from issuing an RFB for the same services or from purchasing the same services through other means.
- 8.22.3. Any agreement(s) that may result from this RFB shall not be binding on either party until the contract is approved by the NH Governor and Executive Council.

## **9. ADDITIONAL INFORMATION**

- 9.1. Appendix A – Form P-37 and Standard Exhibits**
- 9.2. Appendix B – Cost Bid Sheet**

**Subject:**

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Eagle Square Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Telephone Number	1.6 Account Number [Type here]	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Heather A. Kelley, Finance Director		1.10 State Agency Telephone Number (603) 271-0142	
1.11 Contractor Signature  Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  Date:		1.14 Name and Title of State Agency Signatory Lindsey B. Courtney, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel ( <i>if applicable</i> )  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) ( <i>if applicable</i> )  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council ( <i>if applicable</i> )  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.



**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR’S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A**

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**Revisions to General Provisions**

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date: Completion of Project, is amended by adding Subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Event of Default: Remedies, subparagraph 8.2.3, is amended as follows:

8.2.3 Give the Contractor a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the Event of Default is cured.



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**Scope of Services**

*Drafted as specified in RFB-2023-ADMIN-01-TRANS, Section 2, Statement of Work.*



**Exhibit C**  
**Payment Terms**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with Agency Funds.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for services shall be made as follows:
  - 4.1. Payment shall be on per page rate of \$(000) per page for each page yielding no less than thirteen (13) type-written lines and no more than twenty-five (25) type-written lines, in accordance with the specifications identified in Exhibit A, Scope of Services.
  - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
    - 4.2.1. Ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
    - 4.2.2. Keep detailed records of activities related to contract services.
  - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
  - 4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [oplc.accountspayable@oplc.nh.gov](mailto:oplc.accountspayable@oplc.nh.gov) , or invoices may be mailed to:

Financial Director  
Office of Professional Licensure and Certification  
7 Eagle Square  
Concord, NH 03301
6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.



**Appendix B**  
**Transmittal Letter and Cost Bid Sheet**

<b>Vendor Name</b>	
<b>Vendor Address</b>	
<b>State of NH Vendor Code Number (required)</b>	
<b>Date of Submission</b>	

To whom it may concern:

We hereby submit this response to RFB-2023-ADMIN-01-TRANS in complete accordance with all conditions and specifications set forth in the RFB.

We attest to the fact that:

1. The Vendor has read and fully understands this RFB and agrees to be bound by its terms, conditions, and requirements.
2. The Vendor has read and fully understands Appendix A - Form P-37 General Provisions and Standard Exhibits.
3. The Vendor's Solicitation Response is effective for a period of 180 days from the Vendor Solicitation Response Due Date or until the Effective Date of any resulting Contract, whichever is later.
4. The prices, terms and conditions, and services in the Vendor's RFB Response have been established without collusion with other vendors.
5. This document is signed by a person who is authorized to legally obligate the responding Vendor.

Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers is currently debarred from performing work on any project of the federal government or the government of any state.

**Authorized Signature** \_\_\_\_\_

**Authorized Signature (printed)** \_\_\_\_\_

**Title** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Email** \_\_\_\_\_



Appendix B  
 Transmittal Letter and Cost Bid Sheet

1. Vendor Contact Information		
<b>Primary Point of Contact</b> <i>Individual who will serve as the Vendor's primary contact for all other matters relating to the RFB</i>	<b>Name</b>	
	<b>Title</b>	
	<b>Email</b>	
	<b>Telephone</b>	
<b>Fiscal Contact</b> <i>Individual who will serve as the Vendor's primary contact for fiscal matters.</i>	<b>Name</b>	
	<b>Title</b>	
	<b>Email</b>	
	<b>Telephone</b>	

2. Vendor References	
Provide the information requested below for three (3) individuals or organizations who have knowledge of your organization's capability to deliver services applicable to this Solicitation. The OPLC may contact references at its discretion. <b>A current OPLC employee will not be considered a valid reference.</b>	
<b>Vendor Reference 1</b>	
Individual/Organization Name	
Email	
Telephone	
Description of Work Complete	
Dates of Performance	
<b>Vendor Reference 2</b>	
Individual/Organization Name	
Email	
Telephone	
Description of Work Complete	
Dates of Performance	
<b>Vendor Reference 3</b>	
Individual/Organization Name	
Email	
Telephone	



Appendix B  
 Transmittal Letter and Cost Bid Sheet

3. Bid Sheet

Line	Description of Service	Line Cost
1	Transcription Pricing (Per Page/Line Rate) Pricing is per page. Each regular page of a transcript contains twenty-five (25) typewritten lines. Delivered within fourteen (14) calendar days of OPLC order.  <i>(When the last page contains less than thirteen (13) lines, no payment will be made for that page. There will also be no payment made for the Transcriber's Certification page.)</i>	\$ _____
2	Expedited Delivery – Delivered within forty-eight (48) hours of OPLC request.  <i>(Expedited cost will not be reviewed for the basis of the award)</i>	\$ _____
<p><b>Total Cost (50 hours x \$/hr transcription services per page/line rate listed above)</b>                      \$ _____</p>		

4. Affiliations – Conflict of Interest

Does your organization have any affiliations that might result in a conflict of interest in relation to this Solicitation?	
If <b>YES</b> , explain the relationship(s) and how the affiliation(s) would not represent a conflict of interest.	