



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

**REQUEST FOR PROPOSALS
RFP-2025-ADMIN-01**

FOR

**HEALTHCARE PROFESSIONAL MONITORING PROGRAM FOR THE LICENSEES OF
HEALTH PROFESSIONS**

February 28, 2025

Submission Deadline: April 4, 2025 @ 4:00 PM ET



Table of Contents

1. INTRODUCTION	3
1.1. Purpose	3
1.2. Overview	3
1.3. Contract Period	3
2. STATEMENT OF WORK	4
2.1. Scope of Services	4
3. FINANCE	6
3.1. Financial Standards	6
3.2. Cost Proposal – Budget and Budget Narrative	7
4. PROPOSAL EVALUATION	8
4.1. Technical Proposal	8
4.2. Cost Proposal	8
5. PROPOSAL PROCESS	9
5.1. Contact Information – Sole Point of Contact	9
5.2. Procurement Timetable	10
5.3. Letter of Intent	10
5.4. Questions and Answers	10
5.5. Exceptions	11
5.6. RFP Amendment	11
5.7. Proposal Submission	11
5.8. Non-Collusion	12
5.9. Collaborative Proposals	12
5.10. Validity of Proposals	12
5.11. Property of the OPLC	12
5.12. Proposal Withdrawal	12
5.13. Public Disclosure	12
5.14. Non-Commitment	13
5.15. Liability	13
5.16. Request for Additional Information or Materials	13
5.17. Successful Proposer Notice and Contract Negotiations	13
5.18. Scope of Award and Contract Award Notice	14
5.19. Site Visits	14
5.20. Protest of Intended Award	14
5.21. Contingency	14
5.22. Ethical Requirements	15
6. PROPOSAL OUTLINE AND REQUIREMENTS	16
6.1. Overview	16
6.2. Outline and Detail	16
7. MANDATORY BUSINESS SPECIFICATIONS	19
7.1. Contract Terms, Conditions and Liquidated Damages, Forms	19
8. ADDITIONAL INFORMATION	19
8.1. Appendix A – Form P-37 General Provisions and Standard Exhibits	19
8.2. Appendix B – Budget Sheet	19



1. INTRODUCTION

1.1. Purpose

The Office of Professional Licensure and Certification (OPLC) is statutorily obligated to operate a program for monitoring, assisting, and treating impaired licensees of various health professions, pursuant to NH Revised Statute Annotated (RSA) 310:5 III, RSA 329:13-b, RSA 326-B:36-a, and RSA 318:29-a.

1.2. Overview

OPLC is seeking a performance based contracting system, designed to assess an entity's success in meeting defined expectations. The measures are instruments for maintaining accountability and achieving improvement, which allow for various aspects of performance to be measured, including clinical quality and administrative function.

Using this framework, OPLC has developed a set of required performance measures. The successful vendor will be asked to provide data to assess progress towards these measures and activities undertaken to achieve performance measures.

OPLC anticipates awarding up to two (2) contract(s) for these services.

The Healthcare Professional Monitoring Program has the following goals:

- Assist referred professionals in identifying intervention resources, including options for the uninsured and underinsured, to establish and evaluate the nature and severity of substance and alcohol abuse/dependence, mental or physical illness, behavioral issues, and/or burnout.
- Give preference to utilization of local, in-state, treatment providers, organizations, and entities for providing intervention resources.
- Develop, administer, and monitor a treatment plan contract with enrolled professionals, which if violated, shall be reported to OPLC within two business days.
- Monitor the recovery process, which may include body fluid monitoring, support group programs, and any other related program/interventions that will help the professional return to full service in their professional capacity.
- Provide a pertinent two hour continuing education program annually concerning substance abuse and wellness to licensed professionals, at no cost for attending. The continuing education must be in a format available to all licensed professionals, preferably online.
- For participating professions, send information to professionals, educators, and professional committees or organizations notifying them of the program on an annual basis.

1.3. Contract Period

1.3.1. The Contract(s) resulting from this RFP are anticipated to be effective July 01, 2025, or upon Governor and Executive Council approval, whichever is later, through June 30, 2030.

1.3.2. 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.



2. STATEMENT OF WORK

2.1. Scope of Services

2.1.1. General Provisions

- 2.1.1.1. The successful vendor shall provide a comprehensive monitoring program to the Boards of Alcohol and Drug Use Professionals, Athletic Trainers, Chiropractic Examiners, Dental Examiners, Licensed Dietitians, Genetic Counselors, Medicine, Mental Health, Midwifery, Nursing, Occupational Therapists, Optometry, Pharmacy, Physical Therapists, Podiatry, Psychology, Recreational Therapy, Respiratory Care, Speech Language Pathologists and Hearing Care Providers, and Veterinary Medicine for the benefit of professionals licensed under these boards (“Healthcare Professionals”) in the State of New Hampshire (“State”), to monitor and treat any impairment from alcohol or substance abuse/dependence, mental or physical illness, behavioral issues, and/or burnout and/or behavioral or physical conditions.
- 2.1.1.2. The successful vendor shall assist referred Healthcare Professionals in identifying intervention resources to establish and evaluate the nature and severity of chemical, alcohol, and/or behavioral problems. Additionally, the successful vendor shall offer a confidential pathway for those Healthcare Professionals who recognize the need to self-report and enter into treatment without any perceived penalty or board involvement (unless they relapse or violate their monitoring agreement in another way).
- 2.1.1.3. The successful vendor may develop, administer, and monitor a treatment plan contract with Healthcare Professionals, which, if violated, shall be reported to the OPLC within two business days of the violation.
- 2.1.1.4. The successful vendor shall inform any Healthcare Professional seeking enrollment in the monitoring services that if the Healthcare Professional holds a multi-state compact license under a multi-state compact agreement, the Healthcare Professional may be disqualified from a multi-state license due to enrollment in the monitoring program.
- 2.1.1.5. The successful vendor shall monitor the recovery process, which may include body fluid monitoring, support group programs, and any other related programs that will prepare the referred Healthcare Professional to resume the full practice of their profession.
- 2.1.1.6. At least once per year, the successful vendor shall provide two hours of continuing education programs in New Hampshire to all eligible Healthcare Professionals concerning substance abuse and wellness, at no cost to licensees.
- 2.1.1.7. On an annual basis, the successful vendor shall make available information to eligible Healthcare Professionals notifying them of the availability of the program; the dangers of substance abuse; occupational stressors; and behavioral, mental, and/or physical health issues that may impact their ability to function at work.



- 2.1.1.8. The successful vendor is responsible for all record keeping for Healthcare Professionals enrolled in the program, as well as all other communications necessary to keep the OPLC informed of the referred Healthcare Professionals and the program.
- 2.1.1.9. Should the referred Healthcare Professional elect a different mode or location of treatment that is deemed unacceptable to the successful vendor, the successful vendor shall notify the OPLC within two business days. The OPLC must approve the alternate mode or location of treatment.
- 2.1.1.10. The successful vendor shall be required to meet with the Director of Enforcement, Director of Operations, and the Executive Director on a quarterly basis, or as requested, to discuss and assess progress towards performance measures, clinical quality and, if necessary, administrative function.
- 2.1.1.11. OPLC may collect other key data and metrics from the successful vendor, including client-level demographic, performance, and service data.
- 2.1.1.12. OPLC may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, successful vendor(s) must collect and share data with the OPLC in a format specified by the OPLC.

2.1.2. Professionals' Health Program Performance Measures

2.1.2.1. Number of Professionals Receiving Services

- Must be subcategorized by the type of referral (substance and alcohol abuse/dependence, mental or physical illness, behavioral issues, and/or burnout). Metric shall also be subcategorized by the board.
- The numerator shall be the number of Healthcare Professionals enrolled in the program who received services during the reporting month, and the denominator shall be the number of Healthcare Professionals in NH eligible for the program.**

2.1.2.2. Number of Newly Enrolled Professionals

- Must differentiate between how many enrollments were voluntary and how many were Board ordered. Metric shall be subcategorized by the board.
- The numerator shall be the number of newly enrolled Healthcare Professionals each month, and the denominator shall be the number of Healthcare Professionals in NH eligible for the program.**

2.1.2.3. Relapses & Monitoring Contract Violations

- Must differentiate between enrollees who relapsed into addictive behavior and those who violate their monitoring contract in any other way.
- The numerator shall be the number of Healthcare Professionals who initially enrolled in the program and who relapsed into addictive behavior or otherwise violate their contract each year, and the denominator shall be number of Healthcare Professionals enrolled in the program each year.

2.1.2.4. Number of Professionals that Successfully Completed the Program

- Must differentiate between those Healthcare Professionals that enrolled voluntarily and those who enrolled via Board order. Metric shall be subcategorized by the board.



- The numerator shall be the number of Healthcare Professionals who initially enrolled in the program and have completed it successfully during the reporting month, and the denominator shall be the number of Healthcare Professionals enrolled in the program each month.

2.1.2.5. Number of Missed Monitoring Activities by Enrolled Professionals

- Metric shall be subcategorized by the board.
- The numerator shall be the number of Healthcare Professionals who missed a monitoring activity that month, and the denominator shall be the number of monitoring activities scheduled to be conducted that month.

**The successful vendor shall be given the number of current licensees (the denominator) for each eligible board at the beginning of the fiscal year to be used in developing the metrics for that year. State fiscal years run from July 1 to June 30.

***For an estimated number of licensees per board, for the purposes of sample report development in response to this RFP, please refer to OPLC's FY2024 Annual Report, available at our website: [Annual Reports](#)

2.1.3. Reporting Requirements

- 2.1.3.1. Monthly reports shall be provided to the OPLC Director of Operations, separated by participating professions, containing the above and any other mutually agreeable metrics.
- 2.1.3.2. The successful vendor shall submit a Work Plan/Summary of Activity Reporting Form on a quarterly basis that accurately details activities, educational presentations, clinical outcomes, and continuous quality improvement plans that monitor and evaluate the agency's progress towards achieved goals.
- 2.1.3.3. The successful vendor shall notify the OPLC in writing, within 30 days of hire, when a new Medical Director or Assistant Director is hired to work in the program. If the new hire is a licensed physician in this or any other state, notification from the licensee's state must be obtained stating that the professional's license is current and in good standing. It is also required that if the health professional is not licensed in the State of New Hampshire, an application shall be completed and the license approved by the Board prior to start of employment. The OPLC will also require a resume of the newly hired individual.

3. FINANCE

3.1. Financial Standards

3.1.1. Funding Source



- 3.1.2. Funds will be appropriated for the provision of operating this program, generated by fees charged to licensees at the time of initial licensure, renewal licensure, or reinstatement of licensure for the participating boards. 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. Any selected vendor will be subject to the requirements, if any, of the funding source.

3.1.3. Provisions Relating to Cost of Contract Services

- 3.1.3.1. The successful vendor shall provide all services, supplies, and equipment required to provide the services described in Subsection **2.1 Scope of Services**, above.
- 3.1.3.2. All drug testing, treatment, and assessment costs, beyond enrollment in the program, shall be the responsibility of the enrolled Healthcare Professional.
- 3.1.3.3. Should the aggregate percentage of Healthcare Professionals that successfully complete the program for any three month period fall below 5% of the Healthcare Professionals currently receiving services, as determined by the metrics described in subsections 2.1.2.1 & 2.1.2.4, the monthly award paid to the successful vendor shall decrease by 10% for the following three months.

- 3.1.3.4. Payment for services under a resulting contract shall be as follows:

The successful vendor will submit an invoice by the tenth working day after the close of each month, which identifies and requests reimbursement for authorized services rendered in the prior month. The State shall make payment to the successful vendor within thirty (30) days of receipt of each invoice for successful vendor services provided pursuant to this Agreement.

Invoices shall be submitted to:

Director of Operations
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301

In lieu of hard copies, invoices may be submitted electronically to finance@oplcnh.gov

3.2. Cost Proposal – Budget and Budget Narrative

- 3.2.1. To be considered for an award, vendor(s) must meet the minimum cost proposal threshold of 21 Points.
- 3.2.2. Vendors not meeting the minimum cost proposal threshold will not be considered for a contract.
- 3.2.3. Vendors shall submit a cost proposal containing a yearly budget summary of operational expenses to administer the program, and complete Appendix B: Budget Sheet detailing the expenses for the upcoming state fiscal years under the anticipated contract, 2026 through 2030. (*Note: state fiscal year runs from July 1 to June 30.*)



- 3.2.4. Vendors must provide a Budget Narrative that explains specific line item costs included in the budget summary and their direct relationship to meeting the objectives of this RFP.

4. PROPOSAL EVALUATION

4.1. Technical Proposal

- 4.1.1. The OPLC will use a scoring scale of 230 points for the Technical Proposal. Vendors must obtain a minimum score of 116 Technical Proposal Points in order to be considered for an award.
- 4.1.2. The OPLC will select vendors based upon the criteria and standards contained in this RFP and applying the points set forth below. The Technical Proposal Areas are detailed further in Subsection 6.2.
 - 4.1.2.1. **Minimum Requirements – (20 points)** The purpose of this phase is to determine if each proposal is sufficiently responsive to the Request for Proposals to permit a complete evaluation of the Personnel and Cost Proposal. Failure to comply shall deem the proposal nonresponsive and subject to rejection without further consideration. The OPLC reserves the right to waive minor irregularities. The minimum requirements for this proposal to be given consideration are:
 - The proposal must be received by date and time indicated in **Table 5.2: Procurement Time Table**.
 - The proposal must contain explanation and disclosure of all services.
 - The proposal must contain a Transmittal Letter.

4.1.3. Technical Proposal Scoring

- 4.1.3.1. Proposals will be scored based on the following criteria:

Table 4.1 – Technical Proposal Scoring	
<i>The Technical Proposal Areas are detailed further in Subsection 6.2.</i>	
Technical Proposal Area	Maximum Points Available
1. Entity Description	40
2. Program Structure	50
3. Sample Monitoring Contract & Quarterly Report	30
4. Budget and Justification	40
5. Key Staff	50
6. Minimum Requirements	20
Total Technical Points Available	230

4.2. Cost Proposal



- 4.2.1. A maximum of 70 Points will be allotted to Cost Proposals, which must include a Budget Sheet and Budget Narrative. Vendors must meet the minimum threshold of 21 Points for the Budget Sheet and Narrative in order to be considered for an award.
- 4.2.2. Scoring will be based on the following criteria:
 - 4.2.2.1. The Cost Proposal will be examined to determine if the cost meets all minimum requirements and its calculation are accurate. Any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected. The State reserves the right to reject any and all proposals/contracts.
 - 4.2.2.2. The budget is appropriate in relation to the proposed activities; is reasonable, clearly justified, and consistent with the intended use of funds.
 - 4.2.2.3. The price proposal must be submitted in a separate, sealed, envelope, or, if submitting electronically, a separate, labeled, file.

4.2.3. Cost Proposal Scoring

- 4.2.3.1. The following formula shall be used to determine the score of the cost proposal:

$$\text{Respondent's Cost Proposal} = (\text{Lowest Proposed Price}^1 / \text{Respondent's Proposed Price}) \times \text{Number of Points for Score}$$

¹For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Respondent who has scored above the minimum necessary for consideration on the Technical Score.

5. PROPOSAL PROCESS

5.1. Contact Information – Sole Point of Contact

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

State of New Hampshire
Office of Professional Licensure and Certification
Jesse G Wilcox, Contracts Administrator
7 Eagle Square
Concord, New Hampshire 03301
Email: Jesse.g.Wilcox@oplcnh.gov
Phone: 603-271-6049

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



5.2. Procurement Timetable

Procurement Timetable		
(All times are according to Eastern Time. OPLC reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	RFP Release Date	2/28/2025
2.	Vendor Questions Submission Deadline	3/14/2025
3.	OPLC Response to Questions Published	3/21/2025 1:00-5:00 PM (ET)
4.	Vendor Proposal Submission Deadline	4/4/2025 by 4:00 PM (ET)

5.3. Letter of Intent

- 5.3.1. A Letter of Intent to submit a proposal in response to this RFP is optional.
- 5.3.2. Receipt of the Letter of Intent by OPLC will be required to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP; any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Vendors; or responses to comments or questions.
- 5.3.3. The Letter of Intent must be transmitted by e-mail to the Procurement Coordinator identified in Subsection 5.1.
- 5.3.4. The vendor is responsible for successful e-mail transmission. The Letter of Intent must include the name, telephone number, mailing address, and email address of the Vendor’s designated contact. The OPLC will provide confirmation of receipt of the Letter of Intent.
- 5.3.5. Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this RFP before submitting a proposal.

5.4. Questions and Answers

- 5.4.1. Vendor Questions
 - 5.4.1.1. All questions about this RFP including, but not limited to, requests for clarification, additional information, or any changes to the RFP must be made in writing, by e-mail only, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Subsection 5.1.
 - 5.4.1.2. 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.
 - 5.4.1.3. The questions must be submitted by email; however, OPLC assumes no liability for ensuring accurate and complete email transmissions.



5.4.1.4. Questions must be received by the OPLC by the deadline given in Subsection 5.2, Procurement Timetable.

5.4.2. Department Answers

The OPLC intends to issue responses to properly submitted questions by the deadline specified in Subsection 5.2, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the OPLC website. Vendors will be sent an e-mail to the contact person identified in the Letter of Intent indicating that an addendum containing Questions and Answers has been posted on the OPLC website. This date may be subject to change at the OPLC's discretion.

5.5. Exceptions

- 5.5.1. OPLC will require the successful vendor 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 Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the RFP Question Period in Subsection 5.2. Vendors may not request exceptions to the Scope of Services or any other sections of this RFP.
- 5.5.2. OPLC will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 5.5.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the RFP Question Period may not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the OPLC's terms in response to this solicitation.

5.6. RFP Amendment

The OPLC reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Vendor questions. In the event of an amendment to the RFP, OPLC, at its sole discretion, may extend the Proposal Submission Deadline. Vendors who submitted a Letter of Intent will receive notification of the addendum, and the amended language, if any, will be posted on the OPLC website. Additionally, Official Questions and Answers to vendor questions will be published as an addendum.

5.7. Proposal Submission

- 5.7.1. Proposals must be submitted electronically to OPLC.contracts@oplc.nh.gov and the Procurement Coordinator at the email address specified in Subsection 5.1.
 - 5.7.1.1. The subject line must include the following information: RFP (email xx of xx).
 - 5.7.1.2. The maximum size of file attachments per email is 10 MB. Proposals with file attachments exceeding 10 MB must be submitted via multiple e-mails.
- 5.7.2. The OPLC must receive the proposal by the time and date specified in the Procurement Timetable in Section 5 and in the manner specified or it may be rejected as non-compliant, unless waived by the OPLC as a non-material deviation.



- 5.7.3. The OPLC will conduct an initial screening step to verify vendor compliance with the submission requirements of this RFP. The OPLC may waive or offer a limited opportunity for a vendor to cure immaterial deviations from the RFP requirements if it is deemed to be in the best interest of the OPLC.
- 5.7.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of the proposal is at the vendor's expense.

5.8. Non-Collusion

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

5.9. Collaborative Proposals

Proposals 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.

5.10. Validity of Proposals

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 5.2, or until the Effective Date of any resulting Contract, whichever is later.

5.11. Property of the OPLC

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

5.12. Proposal Withdrawal

Prior to the Proposal Submission Deadline specified in Subsection 5.2, Procurement Timetable, a submitted Letter of Intent or proposal may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 5.1.

5.13. Public Disclosure

- 5.13.1. Pursuant to RSA 21-G:37, the content of responses to this RFP must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of proposals, the OPLC will post 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 RFP, the OPLC will post the name, rank, or score of each vendor. The vendor's disclosure or distribution of the contents of its proposal, other than to the OPLC, will be grounds for disqualification at the OPLC's sole discretion.



- 5.13.2. The content of each proposal and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a proposal in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 5.13.3. Insofar as a vendor seeks to maintain the confidentiality of its confidential commercial, financial, or personnel information, the vendor 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 proposal section the specific information the vendor claims to be exempt from public disclosure pursuant to RSA 91-A:5. The vendor is strongly encouraged to provide a redacted copy of their proposal.
- 5.13.4. Each vendor 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 a vendor as confidential, the OPLC shall notify the vendor 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 vendor's responsibility and at the vendor's sole expense. If the vendor 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 vendor without incurring any liability to the vendor.

5.14. Non-Commitment

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

5.15. Liability

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

5.16. Request for Additional Information or Materials

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

5.17. Successful Proposer Notice and Contract Negotiations



If a vendor 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 vendor(s), all submitted proposals remain eligible for selection by the OPLC. In the event contract negotiations are unsuccessful with the selected vendor(s), the evaluation team may recommend another vendor(s). The OPLC will not contact vendor(s) that are not initially selected to enter into contract negotiations.

5.18. Scope of Award and Contract Award Notice

- 5.18.1. The OPLC reserves the right to award a service, part of a service, group of services, or total proposal, to a single vendor or multiple vendors, and to reject any and all proposals in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 5.18.2. If a contract is awarded, the successful vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

5.19. Site Visits

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

5.20. Protest of Intended Award

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

5.21. Contingency

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



5.22. Ethical Requirements

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

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6. PROPOSAL OUTLINE AND REQUIREMENTS

6.1. Overview

- 6.1.1. Acceptable proposals must offer all services identified in Section 2 - Statement of Work, unless an allowance for partial scope is specifically described in Section 2.
- 6.1.2. Proposals must be submitted electronically as specified in Subsection 5.7.
- 6.1.3. **Vendors must submit a separate electronic document for the Technical Proposal and a separate electronic document for the Cost Proposal.**

6.2. Outline and Detail

Each proposal shall contain the following, in the order described in this section.

6.2.1. Technical Proposal Outline

- 6.2.1.1. Technical Proposal Contents – (*part of minimum requirements*)
- 6.2.1.2. The Transmittal Cover Letter must:
 - Be on the Proposer's company letterhead;
 - Be signed by an individual who is authorized to bind the company to all statements, including services and prices contained in the proposal;
 - Identify the submitting organization;
 - Identify the name, title, mailing address, telephone number, and email address of the person authorized by the organization to contractually obligate the organization;
 - Identify the name, title, mailing address, telephone number, and email address of the fiscal agent of the organization;
 - Identify the name, title, telephone number, and email address of the person who will serve as the vendor's representative for all matters relating to the RFP;
 - Acknowledge that the vendor has read this RFP, understands it, and agrees to be bound by its requirements;
 - Explicitly state acceptance of terms, conditions, and general instructions stated in Section 7 Mandatory Business Specifications;
 - Confirm that Appendix A P-37 General Provisions and Standard Exhibits has been read and is understood;
 - Explicitly state that the proposal is valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 5.2, or until the Effective Date of any resulting Contract, whichever is later; and
 - Include the date that the proposal was submitted.
- 6.2.1.3. Table of Contents (*not scored*)
The required elements of the proposal shall be numbered sequentially and represented in the Table of Contents.
- 6.2.1.4. Executive Summary – Not to exceed 1 page (*not scored*)



Briefly summarize the proposal following the proposal outline. Demonstrate an understanding of the services requested in this RFP, addressing any problems anticipated in accomplishing the work, the overall design of the project in response to achieving the deliverables, and familiarity with the project elements.

Provide an overview of the entity (include any networks or subcontractors to be involved), the proposal, the population(s) to be provided services, explain how the lower income licensees will be served, and the estimated total number of people to be served by these funds. The Executive Summary is an integral component in the proposal and review process and must be prepared as a stand-alone component.

6.2.1.5. Entity Description – Not to exceed 2 pages (**maximum 40 points**)

This section shall describe the overall mission, program, and services of the organization and how they relate to the performance goals and priorities described in Section 1 of this RFP. The vendor should demonstrate the length, depth, and applicability of all prior experience in providing the requested services as well as the skill and experience of staff. At a minimum, the description shall include:

- General company overview;
- Ownership and subsidiaries;
- Company background and primary lines of business;
- Number of employees;
- Headquarters and satellite locations;
- Current project commitments;
- Major government and private sector clients;
- Mission Statement;
- The programs and activities of the company;
- The number of people served;
- Company accomplishments;
- Reasons the company is capable of effectively completing the services outlined in the RFP; and
- All strengths considered to be assets to the company.

6.2.1.6. Program Structure – Not to exceed 5 pages (**maximum 50 points**)

This section shall describe the applicant's proposed program and detailed activities that address the accomplishments of specific performance measures.

6.2.1.7. Sample Monitoring Contract & Quarterly Report (**maximum 30 points**)

This section shall include (i) a sample of a monitoring contract between the organization and a healthcare professional enrolled for substance abuse issues; and (ii) a sample of the quarterly report described in Subsection 2.1.3.1, to include the Performance Measures detailed in Subsection 2.1.2.

6.2.1.8. Budget and Justification (**maximum 40 points**)



This section shall include (i) a summary of the budget; and (ii) a budget narrative, not to exceed 2 pages, which describes each personnel position and expense item for which funding is requested, linking each to the services to be provided.

6.2.1.9. Key Personnel (**maximum 50 points**)

This section shall include a resume or CV for the key personnel in your organization with responsibility for program oversight and implementation, and for personnel who would be primarily responsible for meeting the terms of any agreement resulting from this RFP. This section shall also include job descriptions for key positions.

6.2.2. Cost Proposal Outline

6.2.2.1. The cost proposal **must** be submitted separately from the technical proposal, be easily identified as the cost proposal, and contain clear and concise math and formulas if applicable.

6.2.2.2. Price proposals will be reviewed upon completion of the final technical scoring of proposals.

6.2.2.3. Cost proposals shall be organized by month and year of the contract term, identified in Subsection 1.3, and shall follow the State's fiscal year of July – June.

6.2.3. Additional Submission Requirements

6.2.4. Vendor's References

6.2.4.1. The vendor must submit three (3) written references from individuals or organizations who have knowledge of the vendor's capability to deliver services applicable to this RFP. A current OPLC employee will not be considered a valid reference.

6.2.4.2. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.

6.2.4.3. The OPLC may contact a reference to clarify any information.

6.2.5. Subcontractor Letters of Commitment (if applicable)

The vendor shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The vendor and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the OPLC. All selected Contractor(s) that indicate an intention to subcontract must submit a subcontractor's letter of commitment to the OPLC no later than thirty (30) days from the contract effective date. The OPLC will approve or reject subcontractors for this project and require the Contractor to replace subcontractors found to be unacceptable.

6.2.6. New Hampshire Certificate of Good Standing

The State of New Hampshire 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.



6.2.7. Affiliations – Conflict of Interest

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

6.2.8. Required Attachments

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

- Appendix B, Budget Sheet

7. MANDATORY BUSINESS SPECIFICATIONS

7.1. Contract Terms, Conditions and Liquidated Damages, Forms

7.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached. The vendor must agree to contractual requirements as set forth in the Appendix A, P-37 General Provisions and Standard Exhibits.

7.1.2. Liquidated Damages

7.1.2.1. The OPLC may negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

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

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

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

7.2. ADDITIONAL INFORMATION

7.2.1. Appendix A – Form P-37 General Provisions and Standard Exhibits

7.2.2. Appendix B – Budget Sheet

APPENDIX A

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

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 Vendor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Vendor Name		1.4 Vendor Address	
1.5 Vendor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Vendor Signature Date:		1.12 Name and Title of Vendor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
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 vendor identified in block 1.3 (“Vendor”) to perform, and the Vendor 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, 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 Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed.

3.3 Vendor 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. 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 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, 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 Vendor 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 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. The payment by the State of the contract price shall be the only and the complete reimbursement to the Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Vendor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Vendor 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 Vendor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Vendor 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 Vendor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Vendor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Vendor shall ensure any subvendors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Vendor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Vendor agrees to permit the State or United States access to any of the Vendor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules,

regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL. 7.1 The Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES. 8.1 Any one or more of the following acts or omissions of the Vendor 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 Vendor 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Vendor notice of termination;

8.2.2 give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

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

8.2.4 give the Vendor 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.

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) calendar days written notice to the Vendor 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 Vendor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Vendor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE. 10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement the Vendor is in all respects an independent vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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 Vendor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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 Vendor, or (b) the sale of all or substantially all of the assets of the Vendor.

12.3 None of the Services shall be subcontracted by the Vendor without prior written notice and consent of the State.

12.4 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. The Vendor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Vendor, its employees, agents, or subvendors. The State shall not be liable for any costs incurred by the Vendor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 Vendor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subvendor 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 Vendor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Vendor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 Vendor agrees, certifies and warrants that the

Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subvendor 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 Vendor shall furnish the Contracting Officer identified in block 1.9, or any 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 Vendor, or any subvendor or employee of Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM. 19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Vendor, along with its agents and affiliates, shall, at its own cost and expense, execute any

additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Appendix B

RFP-2025-ADMIN-01 Appendix B: Budget Sheet	
Please use this sheet to delineate the cost of administering the program, as described in the RFP, for the future state fiscal years.	
State Fiscal Year	Amount
FY26 Total	
FY27 Total	
FY28 Total	
FY29 Total	
FY30 Total	
Contract Total	